CITY OF BLACK DIAMOND

24310 Roberts Drive ~ PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592

May 26, 2015

City of Milton
Information Technology Director, Ron Tiedeman
1000 Laurel Street
Milton, Washington 98354

RE: Interlocal Agreement for Information Technology Services

Dear Mr. Tiedeman:

Enclosed is an executed original of the Interlocal Agreement between the City of Black Diamond and the City of Milton for Information Technology Services.

Should you have any questions please let me know.

Sincerely,

CITY OF BLACK DIAMOND

Brenda L Martinez

BRENDA L. MARTINEZ, CMC
City Clerk/HR Manager

Encs

EXHIBIT A

CITY OF MILTON – CITY OF BLACK DIAMOND INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 19th day of May, 2015, by and between the CITY OF MILTON, a municipal corporation of the State of Washington (hereinafter referred to as "Milton"), and the CITY OF BLACK DIAMOND, a municipal corporation of the State of Washington (hereinafter referred to as "Black Diamond"),

W I T N E S S E T H:

WHEREAS, Black Diamond seeks professional information technology ("IT") services; and

WHEREAS, Milton has the requisite skills, resources, and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICES

Milton agrees to perform for Black Diamond, in a workmanlike and professional manner the tasks specific to IT support of Black Diamond described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Milton shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Black Diamond. Milton shall perform the services described in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Black Diamond beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Milton has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Milton's performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and

be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Black Diamond and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Milton's performance of the requested services. Milton hereby agrees that it shall perform such services upon the request of an authorized representative of Black Diamond at a rate of compensation to be mutually negotiated in connection therewith which is consistent with the reasonable cost of service provision and the IT marketplace. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. Black Diamond RESPONSIBILITIES

Black Diamond shall do the following in a timely manner so as not to delay the provision of services by Milton:

a. Designate in writing a person to act as Black Diamond representative with respect to the services described in Exhibit B. Black Diamond designee shall have complete authority to transmit instructions, receive information, interpret and define Black Diamond policies and decisions with respect to the services, except in the event of an emergency, see Exhibit A.

b. Furnish Milton with all information, criteria, objectives, schedules and standards for the services provided for herein.

c. Arrange for access to the property or facilities as required for Milton to perform the services provided for herein.

d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Milton and render decisions regarding such documents in a timely manner to prevent delay of the services including passwords, facility access and data systems for which Black Diamond is requesting support. Whenever possible and appropriate; Milton shall use "remote access" technology to support Black Diamond systems to limit onsite costs. Such examples include Firewall, router, computer, Domain controller, active directory, law enforcement support and secured/encrypted access to systems designated by Black Diamond to be supported by Milton.

e. Black Diamond Police Department must complete, and authorize necessary state documents related to "Agency Authorization" designating City of Milton as IT Technical contact and complete a "Management Control Agreement" filed with Washington State Patrol that will allow Milton IT staff to work with CJIS and ACCESS information including SSID, Mnemonics and ORI information to support the law enforcement systems.

5. ACCEPTABLE STANDARDS

Milton shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard consistent with standards in the IT industry.

6. COMPENSATION

Compensation for Milton's performance of the services provided for herein is attached as Exhibit B. One-time setup, administration and remote license fee of $1500.00 due on contract execution. This annual sum and the cost of servicing shown on attached Exhibit B shall be increased January 1, 2016, and each January 1 thereafter, by an amount equal to 2% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - U, whichever is greater for the term of this Agreement.

Milton shall submit to Black Diamond a monthly invoice and Black Diamond shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Milton thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Milton shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be thirty six (36) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. It is provided, however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Milton as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Black Diamond, and may be used by Black Diamond for any purpose beneficial to Black Diamond. Public records requests shall be the responsibility of Black Diamond; however Milton may assist at Black Diamond request at the hourly rates provided under exhibit B for special projects.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Black Diamond for a period of up to

three (3) years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Milton agrees that, notwithstanding such dispute or conflict, Milton shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if Black Diamond fails to pay for the services provided by Milton in accordance with Section 6, Milton may cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ron Tiedeman, Information Technology Director or designee on behalf of Milton, and by Black Diamond, City Administrator or designee on behalf of Black Diamond. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF MILTON
Information Technology Director
Ron Tiedeman
1000 Laurel Street
Milton, WA. 98354
(253)-922-8735

rtiedeman@cityofmilton.net

CITY OF BLACK DIAMOND
City Clerk
Brenda Martinez
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010
(360) 886-5700

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Black Diamond shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of $1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Black Diamond membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Milton.

Milton shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of $1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Milton's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Black Diamond.

14. INDEMNIFICATION

a. Black Diamond shall indemnify and hold Milton and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Milton arising out of, in connection with, or incident to the execution of this Agreement and/or Black Diamond's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Milton, its agents, employees, and/or officers, and the City of Black Diamond, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Black Diamond; and provided further, that nothing herein shall require Black Diamond to hold harmless or defend Milton, its agents, employees and/or officers from any claims arising from the tortious act or sole negligence of Milton, its agents, employees, and/or officers. No liability shall attach to Milton by reason of entering into this Agreement except as expressly provided herein.

b. Milton shall indemnify and hold Black Diamond and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Black Diamond arising out of, in connection with, or incident to the execution of this Agreement and/or Milton's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Black Diamond, its agents, employees, and/or officers, and the City of Milton, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Milton; and provided further, that nothing herein shall require Milton to hold harmless or defend Black Diamond, its agents, employees and/or officers from any claims arising from the tortuous act or sole negligence of Black Diamond, its agents, employees, and/or officers. No liability shall attach to Black Diamond by reason of entering into this Agreement except as expressly provided herein.

This Section shall survive termination of this Agreement.

15. WAIVER OF SUBROGATION

Milton and Black Diamond hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be

insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Milton or Black Diamond.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MILTON

Debra Perry
Milton Mayor

Attest:

Katie Bolam,
Milton City Clerk

Approved as to form:

Print Name: Bio Park
City Attorney

CITY OF BLACK DIAMOND

Carol Benson
Black Diamond Mayor

Attest:

Brenda Martinez,
Black Diamond City Clerk

Approved as to form:

Print Name:_____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~KING~~ PIERCE)

ON THIS 19th day of May, 2015, before me personally appeared Debra Perry and Katie Bolam to me known to be the Mayor and City Clerk of Milton, Washington, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public
State of Washington
BETTY J GARRISON
My Appointment Expires May 9, 2017

Betty J Garrison
NOTARY PUBLIC in and for the State of Washington, residing at Milton
My Commission Expires: 5-9-17

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ON THIS 26 day of May, 2015, before me personally appeared Carol Benson and Brenda Martinez to me known to be the Mayor and City Clerk of Black Diamond, WA, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

NONIE COBY
COMMISSION EXPIRES
NOTARY
PUBLIC
7-01-18
STATE OF WASHINGTON

Nonie Coby
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond

My Commission Expires: 7-1-2018

EXHIBIT A
SCOPE OF SERVICES

Services Provided:

- Onsite Milton IT Staff Presence: Milton primary support function will be via remote access and administration with primary contact and support provided through email: ITsupport@CityofMilton.net and phone support. Remote login and various types of technical configuration management will be utilized to minimize onsite and travel charges. Under this service level, Black Diamond will be allotted "onsite technical staff presence" 1 day (7.5 hours) per week specific to meeting onsite support and technical requirements which will include an hour for lunch and appropriate travel time. Day and times will be coordinated with Milton IT availability and may be altered through written request process identified in section 11 above. Milton IT staff will also respond onsite to all technical matters not repairable remotely utilizing allotted onsite hours or through authorized request at stated rate, and will attempt to respond to non-critical items in multiples to minimize trips where possible. All other support shall be provided remotely where possible.
- General network and desktop support including setup, configuration, and onsite handling. Special projects or "last minute" projects may incur charges based on an individual and mutually agreed basis.
- Maintenance and management of Servers and "back-end" equipment to include:
    - Telephones, servers, network equipment (routers, firewalls, switches)
    - Server administration, including user setup, access, email and help desk functionality
- Purchasing: Recommendations, quotes, vendor discussions shall be provided by Milton IT. Purchasing, purchase orders and requisitions will be the responsibility of Black Diamond.
    - Black Diamond can be added to certain City of Milton software and hardware agreements to receive similar volume and cost savings where applicable. Such areas including Microsoft volume licensing, Springbrook, Sharepoint, Antivirus protection, Netmotion and others.
- Web Services –
    - Services may be available at Black Diamond request.
- Backup operations, offsite storage and disaster recovery
    - Milton will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer including configuration of daily incremental and differential backups.
    - Disaster recovery may result in an addition of services, or evaluation and recommendation to enhance business continuity and operations based on current procedures.
- Application and software end user support
- Vendor coordination and management as needed
- Operating system, and software patch management
- Technical recommendations including:
    - Long and short term strategic planning
    - Disaster recovery and business continuity planning

- Technology budget recommendations and planning
- Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to ITSupport@CityofMilton.net. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a response via phone call or email from Milton staff. The request will be forwarded to City of Milton technical staff for resolution. Persons authorized to request support on a non-emergency basis are Black Diamond employees or their designee.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will try to respond within 30 minutes of support email receipt. During high call volumes, we will assist you as soon as possible.

With authorization of Mayor, City Administrator or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours and have the appropriate authorization, please call Milton on-call phone number at 253-922-8735 with the name of authorizing person and nature of issue.

Service Limitations:

- City of Milton will assist and provide recommendations on network security but security remains the responsibility of City of Black Diamond.

- City of Milton will document, and present information relevant to technical audits however compliance will be the responsibility of City of Black Diamond, including PCI Compliance, CJIS and ACCESS Audits.

- City of Milton will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Black Diamond.

Additional Services:
City of Milton may provide additional services, or alter existing services through the appropriate approval process and addendum.

Additional services may include in partnership, but are not limited to:
Strategic Planning, business continuity and Disaster Recovery Plans
Capital replacement, rotation, and equipment improvement schedule
GIS program and Services
Bulk Licensing and Shared Licensing Support
Web Application and Design project management
Joint application and program grant application and management
Public Records Request

Billing:

All service will be billed monthly according to Exhibit B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 500 helpdesk requests annually. In the event annual helpdesk requests exceed 500 tickets, City of Black Diamond agrees to negotiate these additional services which may include mutually agreed adjustments to monthly, annual or reoccurring service charges.

EXHIBIT B
COST OF SERVICES

Support Function	Operating Hours	Billing rate	Monthly cost
General Network and desktop maintenance and support including operating system patch management, virus system software management, general troubleshooting and problem resolution that can be via remote access/phone and minimal Milton office visits where deemed possible allowing equipment drop off and minimal hands on configuration support.	M - F, 7 a.m. - 5 p.m. excluding holidays	$4000.00 / month effective May 1, 2015 and monthly thereafter plus mileage based on IRS standard mileage rate	$4000.00
One-time administration, setup and remote license fees.	N/A	$ 1500.00	N/A
Network and desktop repair and maintenance that require onsite support or special projects with proper approval.	M - F, 7 a.m. - 5 p.m. excluding holidays	Included. Mileage billed separately and based on IRS standard mileage rates	Billed separately
Special project, additional services, or project management outside of typical support. (Examples include: facility planning, large scale moves, adds, changes, system wide projects requiring additional Milton time and or schedule alteration)	M - F, 7 a.m. - 5 p.m. excluding holidays	$110.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Billed separately
All support responses by Milton technical support staff. **Note:** Milton technical support staff will not respond without authorization from City of Black Diamond Mayor, Police Chief or City Administrator.	Non business hours, afterhours, emergency response	$150.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Per incident as required
Netmotion Client Software	n/a	Option	Per Client
Virus Protection Software	n/a	Option	Yearly