

INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES TO BE PROVIDED TO NORTSHORE FIRE District BY THE CITY OF KIRKLAND

This Agreement is entered into between the City of Kirkland (Kirkland) and King County Fire District No 16, aka Northshore Fire Department (Northshore).

WHEREAS, Northshore is in need of a comprehensive IT support team that can maintain its network and servers, keep its PC's in good running order, answer questions or help staff out when necessary, and also assist with other IT issues like security, training, wiring standards, and planning for the future

WHEREAS, Kirkland is willing to provide that service as provided below;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Term of Agreement: The initial term of this agreement will be from July 1, 2008 through December 31st, 2010. It may be renewed thereafter in two-year increments with the written approval of both parties.

2: Services Provided: Most general day to day information technology support services are included in a fixed base rate set forth in Section 3 below. These include (but are not limited to):

- Help Desk call resolution.
- Delivery and setup of computers. Includes moving software and files from one computer to another.
- Troubleshooting network connectivity problems, including working with telecommunications providers as necessary.
- Standard planned upgrades of software on servers, network equipment, and desktop computers.
- Patch management for server operating systems to keep them close to the most current patch level. Desktop patch management will be implemented as soon as reasonably possible after it becomes available.
- Monthly reporting on actual time spent and calls resolved.
- The necessary management to assure that contractual obligations are being met.
- An annual hardware and software inventory update with the first one completed in October, 2008.
- Assistance with budget planning for normal upgrades
- Kirkland reserves the sole discretion to determine whether any services require a site visit and, if such a decision is made, travel time is included in the base fixed rate.

If a question arises about whether or not something is included in the base fixed rate , the general guideline will be labor that is included in the base for Kirkland regarding desktop computer support and network support (and is not excluded below) will also be included in the base rate for this contract.

The base rate will not include:

- Mileage to and from Northshore (will be billed quarterly)
- Emergency after-hours support
- Special projects
- Strategic and long-term planning
- Actual cost of hardware and software that Northshore owns, and any related maintenance charges
- Costs for repairs paid to a third party (for example, printer maintenance and repair)

Emergency after-hours support will be provided at an hourly rate of 1.5 times the then current regular hourly rate, so for 2008, emergency after hours support will cost \$124.50. Any minimums or other work conditions associated with union contracts that affect emergency after hours support will apply to Northshore as well.

Northshore may request special projects. Those will generally either be specialty work not included in the above lists, or unexpectedly high work load due to unusual circumstances. Examples of special projects might be GIS mapping, design and update of a website, help installing a new system that Northshore purchases, or advice on wiring plans for a new building. Special projects may cost the same as the Northshore normal rate but be billed for separately. In some cases, specialty capabilities may be more expensive. For example, design of a GIS strategic plan (or support to a vendor helping with one) would require Kirkland's GIS Administrator, and would be more expensive per hour.

Special projects will all require mutual agreement and the written pre-approval of both parties. Special projects costing more than \$1,000 will be handled as addendums to this agreement. Special projects costing less than \$1,000 will be billed directly without requiring a formal addendum to this agreement.

3. Cost: Service will be provided at a base fixed rate for regular ongoing services. This will be billed quarterly – beginning in July 2008 and continuing thereafter through 2010.

2008 (6 months)	2009	2010
\$39,010	\$81,921	\$86,017

These costs were derived in the following manner:

The initial joint estimate for ongoing services is a half an FTE. A half an FTE is usually 1040 hours, less some hours for vacation, holidays, and other time off. This contract

assumes 100 hours of total time off. Multiplying 940 by an hourly rate of \$83 yields \$78,020 in 2008 dollars. Kirkland usually estimates 5% cost increases for personnel including salaries, benefits, and other direct and indirect costs, so a 5% increase was forecast for each of the next two years.

The \$83.00 an hour base rate resulted from taking total IT department costs and backing out the costs that are only related to Kirkland (like software maintenance for our enterprise systems) and dividing the remaining dollars by the hours that we work. Other cities charge similar rates.

At the end of each year, Kirkland will evaluate its actual expenditures in hours against the contracted hours (currently calculated at 940 a year) and make an adjustment in the next year's fees if the variation between estimated and actual hours is greater than 10%. Any adjustment in fees, up or down, must be mutually agreed to between the parties. At any point in time, the parties can mutually decide to contract or expand the service and fees to meet budgetary or work-level needs.

4. Work Rules: During the term of this agreement, all Kirkland staff who perform work for Northshore will remain employees of Kirkland for purposes of supervision, evaluation, discipline, determining salary, benefits, and all other terms and conditions of employment, as provided in City of Kirkland Policies or the current Collective Bargaining Agreement between Kirkland and AFSCME, as applicable.

5. Contacts: The main point of contact for Northshore shall be Tom Weathers. The main point of contact for Kirkland shall be Donna Gaw. Northshore Staff will be able to contact the Kirkland Help Desk directly to place normal calls for service. In the event of any disputes arising under this agreement, the contact personnel shall meet and confer and mutually agree upon a dispute resolution process. If mutual agreement cannot be reached within a reasonable amount of time under the circumstances then presented, either party may initiate litigation.

6. Hardware, software, and other standards: Kirkland has specific standards associated with hardware and software. Northshore agrees to adhere to Kirkland's standards for new hardware and software on a going-forward basis, and acknowledges that some special projects may need to be undertaken in the next six to twelve months in order to bring Northshore up to levels that we can support.

7. Indemnification and Hold Harmless: Northshore shall protect, defend, indemnify and save harmless Kirkland, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the acts or omissions of Kirkland staff while performing duties on behalf of or acting under the control of Northshore, except for those acts or omissions resulting from the negligence of Kirkland.

Northshore further agrees to protect, defend, indemnify and save harmless Kirkland, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the acts or omissions of Northshore, its, officers, employees or agents pursuant to, resulting from or arising out of this Agreement. Northshore agrees that

its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Northshore, by mutual negotiation, hereby waives, as respects Kirkland only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Kirkland incurs any judgment, award, and/or cost arising therefrom including attorneys fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from Northshore.

8. Insurance: Northshore shall maintain insurance or self-insurance that is sufficient to protect Kirkland against all applicable risks as set forth in Attachment B and the Insurance Rider. Before Kirkland begins to provide this IT support, Northshore agrees to provide Kirkland with evidence of insurance coverage with minimum liability limits of ONE MILLION DOLLARS (\$1,000,000) for its liability exposure under this agreement, including comprehensive general liability and, to the extent applicable, errors and omissions and auto liability.

9. Confidential Information: Kirkland may have access to, review, or otherwise obtain knowledge of Northshore confidential or privileged information and communications in the course of fixing or working on Northshore technology systems. Kirkland staff shall not disclose this confidential or privileged information/communication except as permitted by Northshore, as compelled by legal or statutory process, as necessary for dispute resolution or to the Kirkland supervisor or other Kirkland employees only as necessary to fulfill the terms of this agreement.

10. Nature of Relationship: The agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party.

11. Counterparts: The agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

12. Integration Clause: This agreement, together with attachments or addenda, represents the final and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

13. Force Majeure: Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal county, state or national ordinance or law, any executive or judicial order, or similar event beyond such party's control.

14. Severability: If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way so long as both parties continue to receive the anticipated benefits of this

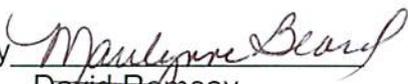
agreement. The parties agree to replace an invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

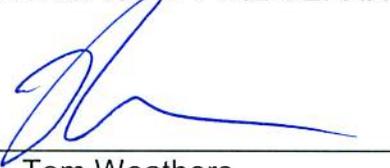
15. Termination: This agreement may be terminated by either party with 90 days written notice.

DATED this 20th day of June, 2008.

CITY OF KIRKLAND

NORTHSHORE FIRE DEPARTMENT

By 
David Ramsay
Asst City Manager

By 
Tom Weathers
Fire Chief

Approved as to form:

Approved as to form:


Bill Evans
City Attorney


Kinnon Williams
Attorney

Addendum #1

**Interlocal Agreement for Information Technology Services
to be Provided to Northshore Fire Department by the City of Kirkland**

This addendum finds that the Northshore Fire Department (Northshore) and the City of Kirkland (City) mutually agree to complete the attached five Project Summaries (see list below for project names).

Projects:

- Desktop Authority Installation
- Desktop Cleanup
- Firewall Upgrades
- Network Configuration Updates
- Remote Access

Costs:

Project Name	Northshore Pays Directly	Kirkland Bills Northshore
Desktop Authority Installation	1,471.50	332.00
Desktop Cleanup	1,360.93	4,316.00
Firewall Upgrades	1,464.29	498.00
Network Configuration Updates		3,320.00
Remote Access	1,302.02	830.00
Total	5,598.74	9,296.00
Total plus 10% Contingency	6,158.61	10,225.60

The City will bill Northshore for half of the total amount under “Kirkland Bills Northshore” (billable labor hours) in the above-table once this document is signed and

the remaining balance of each project once they are complete, including any possible contingency amounts. Northshore is responsible for purchasing the items in each project that are not billable labor hours to the City. The total cost for these items for each project are in the above-table under "Northshore Pays Directly". Some projects may include on-going costs that are not noted in the above-table. See individual Project Summary statements for these costs.

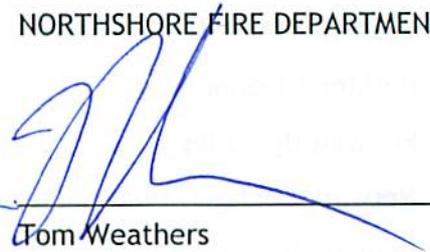
Dated this 14th day of July, 2008.

CITY OF KIRKLAND

NORTHSHORE FIRE DEPARTMENT



Brenda Cooper
CIO



Tom Weathers
Fire Chief



PROJECT SUMMARY

PROJECT NAME: Desktop Authority Installation (ScriptLogic and Remote Control)		Proj #102
Business project owner: Northshore		IT Project Owner: Chuck Saunders
One-time Cost: Desktop Authority Software: 1,471.50 Labor: <u>332.00</u> Total (includes tax) \$1,803.50		Ongoing Cost: Software yearly maintenance and support fee: \$352.37 (includes tax)
Kirkland Staff Resources Chuck Saunders, 4 hours		Northshore Staff Resource Staff Testing = 2.0

BUSINESS CASE Right now, Northshore Fire is using roaming profiles and some users are experiencing a long wait time to log in when they move from machine to machine or station to station. Additionally, how files are stored on various computers or by various users is not always consistent, which can mean the files are more easily lost or fail to get backed up. City of Kirkland IT staff are used to using the remote control tools in this software to diagnose problems from a distance and save travel time, and it will be more efficient to use the same software they are familiar with.

What is the Project? Purchase, install and configure Desktop Authority/ScriptLogic

Benefits of the Project:

Allows us to make the PC's at Northshore all work similarly, and provides most all of the features of roaming profiles without the long login times and associated administrative overhead. Combined with some configuration of windows software, this should provide all the features you are used to in roaming profiles. Allows us to set default file locations on servers so that we can provide a secure, consistent, centrally located file space for user's files, where we can back them up on a regular basis. Also allows remote control of end user workstations by IT support staff and provides an easy way to deploy software and updates when needed.

Definition: Remote Control is the ability for IT support to remotely control a computer and interact directly with the user (See it as they see it).

Project History/Relationship to Other Projects

Labor hours are only accurate if done in tandem with the network configuration and desktop cleanup projects in order to keep the hours as low as they are quoted.

Other Comments:

GOAL: *(Defines the desired end result of the project. Only one goal per project allowed.)*
Have the PC's at Northshore Fire Department well-managed

Estimated Project Length: *(Provide estimate duration of the project, if available)*
It will probably take about a week to get this work done in tandem with the other two projects it should be paired with.

Potential Challenges (risks, issues, and concerns surrounding the project) Nothing significant.

Testing and Follow-up Plan: Have all current users log on and validate that they have appropriate mapped drives, printers, etc. Set up at least one new user.



PROJECT SUMMARY

PROJECT NAME: Desktop Clean Up		Proj #101
Business project owner: Northshore		IT Project Owner: COK Network & OPS
One-time Cost: One hour labor per PC: 2,158.00 to 4,316.00 1 TB portable image storage device (est.): 250.00 Imaging software (\$39.20 x 26) + tax: 1,110.93 Total (includes tax): \$3,518.93 to \$7,834.93		Ongoing Cost: Software yearly maintenance and support fee (est. at 10% of purchase price): \$111.09
Kirkland Staff Resources Network & Operations = 26 to 52 hours per PC (23 desktops and three laptops)		Northshore Staff Resource We will probably have some questions for most office computer users and may also have some questions for firefighters and/or BC's.
<p>BUSINESS CASE Standardizes the environment to provide ease of support, ease of use and consistent deployment of software standards (e.g. MS Office, Antivirus and operating system).</p> <p>What is the Project? Verifies that all client computers in the environment are running the same set of base software and operating system for consistency. Includes taking an image of at least each newer computer so that they can be restored to the same base should anything happen to them.</p> <p>Benefits of the Project: Ensures that each user has the same set of base tools associated with their job function and acts as a "global template" for the workstations and also allows specific users to have unique templates to allow them to access software they need.</p> <p>Project History/Relationship to Other Projects: Include: Should be done in conjunction with the removal of roaming profiles, BELARC advisor and the Antivirus and malware project, and with the server configuration.</p> <p>Other Comments: We will also apply standard local administration passwords and Group Policy (if any) applied at the domain level.</p> <p>GOAL: <i>(Defines the desired end result of the project. Only one goal per project allowed.)</i> That each staff member and volunteer will be able to work effectively on any computer Northshore owns.</p>		

Estimated Project Length: *(Provide estimate duration of the project, if available)*

This whole project will probably take two weeks span time to get done.

Potential Challenges (risks, issues, and concerns surrounding the project) We will need to touch base with most staff to make sure they can do the work they need to on each computer, and this could be a start/stop/wait/start project. It's possible we'll find a few computers that are old enough we recommend they be replaced. Getting PCs configured the same may accrue additional costs, e.g. if Office licenses are not the same, etc.

Testing and Follow-up Plan: When standards have verified and the end users agree that their workstations are functioning properly



PROJECT SUMMARY

PROJECT NAME: Firewall Upgrades		Proj #107
Business project owner: Northshore		IT Project Owner: Chuck Saunders
One-time Cost: Cisco 5505 Firewall (2 ea.): 1,184.05 SmartNet support fee (through 1/15/10): 280.24 Labor: <u>498.00</u> Total: \$1,962.29	Ongoing Cost: SmartNet yearly maintenance and support fee (for 2 firewalls): \$203.52	
Kirkland Staff Resources Chuck Saunders = 6.0	Northshore Staff Resource Staff Testing = 1.0	
<p>BUSINESS CASE Will provide a more easily supported, standardized network configuration by having the infrastructure all CISCO. This also sets the stage for enabling remote access using this same equipment. Ongoing support will also be easier and more cost effective as the network equipment will all be within the same platform (CISCO) which is the same platform used by the City of Kirkland Staff.</p> <p>What is the Project? Replace existing WatchGuard firewalls (administration and training office) with CISCO branded firewalls to provide a more standard and uniform network environment.</p> <p>Benefits of the Project: Provides ease of support by Kirkland staff, allows Northshore staff to securely access the network remotely using CISCO VPN Client, allows secure access for Kirkland staff to remotely support the Northshore environment and will provide continued secure connectivity with the training building.</p> <p>Project History/Relationship to Other Projects</p> <p>Include: Should be done in conjunction with Network configuration update and remote access.</p> <p>Other Comments:</p>		

GOAL: *(Defines the desired end result of the project. Only one goal per project allowed.)*
Provide a more stable, secure & robust network configuration with remote access

Estimated Project Length: *(Provide estimate duration of the project, if available)*

Potential Challenges (risks, issues, and concerns surrounding the project)

Testing and Follow-up Plan: How do we know we're done?

When remote access, internet access and public facing content have been verified available.



PROJECT SUMMARY

PROJECT NAME: Network Configuration Updates		Proj #100
Business project owner: Northshore		IT Project Owner: Chuck Saunders
One-time Cost:		Ongoing Cost: None
Total: \$3320.00		
Kirkland Staff Resources Chuck Saunders = 40		Northshore Staff Resource Staff Testing = 4.0
<p>BUSINESS CASE It is easier and less expensive to provide support for network equipment and servers that have been set up to have a secure, standard configuration at current patch levels.</p> <p>What is the Project? Evaluate, and change as needed, server configuration, account setup and security on all file servers, backup configuration, print server, switch configuration and patch management. Reduce the amount of traffic overhead on the backbone by fine tuning and standardizing the configuration to best practice standards.</p> <p>Benefits of the Project: Will provide a more optimized configuration for the environment. Should result in more stable network and server platforms and reduce downtime.</p> <p>Project History/Relationship to Other Projects</p> <p>Should be done in conjunction with Firewall Upgrades and remote access</p> <p>Other Comments:</p>		
<p>GOAL: <i>(Defines the desired end result of the project. Only one goal per project allowed.)</i> To provide a more secure, better performing environment based on best practice standards.</p>		
<p>Estimated Project Length: <i>(Provide estimate duration of the project, if available)</i></p>		

Potential Challenges (risks, issues, and concerns surrounding the project)

Testing and Follow-up Plan: When switches and other infrastructure can be restarted without producing long term performance impacts to the network.



PROJECT SUMMARY

PROJECT NAME: Remote Access		Proj #104
Business project owner: Northshore		IT Project Owner: Chuck Saunders
One-time Cost: \$2304.00 Terminal Services CALs* (10 x 53.09 + tax): 578.68 Windows Server CALs* (10 x 19.08 + tax): 207.97 Windows Server* (472.82 + tax): 515.37 Labor: <u>830.00</u> Total: \$2,132.02 * (Windows licensing quoted for license only, no Software Assurance. Number of licenses is an estimate) *** Assumes there is an already existing server to set this up on *** (new server adds approximately \$4,200 to total)	Ongoing Cost: This depends on whether or not Northshore purchases Software Assurance with their Microsoft licenses. If not, they buy the licenses and they are done until they need to upgrade.	
Kirkland Staff Resources Chuck Saunders = 10.0	Northshore Staff Resource Staff Testing = 2.0	

BUSINESS CASE Will provide secure access to the organizations network from remote locations. While Northshore already has a method of connecting remotely, it does not use VPN (Virtual Private Network) technology, and as a result is not the most secure method of connecting. By utilizing a VPN Connection, Northshore Fire can better protect its environment from intrusion.

What is the Project? Using the PIX Firewall to be located at the administration office, users will be able remotely access the network using the CISCO Secure VPN Client. This will provide the access to the existing remote desktop server (Terminal Server or CITRIX) and remove outside exposure of that server. The other PIX Firewall to be located at the training office will provide a secure "always on" link between the buildings in much the same way the current Watch Guard Firewalls do.

Definition: Remote access is the ability to access files, applications, email and other information located on the corporate network via a centralized location and common method.

Benefits of the Project:

Provides a more secure connection to the LAN and allows tasks that are common for all staff to be accessible from one common location.

Project History/Relationship to Other Projects

Include: Assumes that PIX Firewalls are already installed as this functionality relies on the new Firewalls.

Other Comments:

A standard profile will need to be created and a default installation disk of the CISCO client will need to be distributed.

GOAL: *(Defines the desired end result of the project. Only one goal per project allowed.)*

Provide more secure remote access

Estimated Project Length: *(Provide estimate duration of the project, if available)*

Potential Challenges (risks, issues, and concerns surrounding the project)

Testing and Follow-up Plan: When we have tested and verified connectivity from the outside and the users have acknowledged the ability to connect remotely