

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

Information Technology Services Agreement

This Agreement is made as of May 22nd, 2020, between Gold Bar Geek (hereinafter ‘Consultant’) and the City of Gold Bar (hereinafter ‘City’).

A. This Agreement shall commence on May 22nd, 2019 and shall continue until May 22nd, 2021 unless amended or terminated by either party by written notice thirty (30) days prior to termination.

1. ~~This Agreement, the Scope of Work, and the fees, shall be reviewed on an annual basis in November. Proposed changes must be approved by the City Council. The Scope of Work, attached to this Agreement, and related to specific tasks, may be amended as needed without Council approval.~~

B. This Agreement shall contain an attached Scope of Work and Fee Schedule, signed by the Consultant and the City. No other Agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of the Consultant or City, or by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter of this Agreement.

C. In the event of a conflict in the provisions set forth in this Agreement, the provisions in this Agreement shall prevail.

D. The enforcement of this Agreement shall be governed by the City of Gold Bar, the Washington State Auditor, and the laws of Snohomish County and the State of Washington.

E. If the scope of any of the provisions of the Agreement is too broad to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law. The Consultant and the City consent and agree that such scope may be judicially modified accordingly and that the whole of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

F. In the event of disputes, arbitration shall only be utilized when all other attempts at reaching a consensus has failed. In the event of arbitration, the final decision shall be enforceable through the courts of the State of Washington. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be binding and enforceable as if this section were not a part hereof.

G. Notices shall be sent to the City by email or by U.S. mail at:

City of Gold Bar
Attn: Denise Beaston
107 5th Street
Gold Bar, WA 98251
Clerk.treasurer@cityofgoldbar.us

H. Notices shall be sent to the Consultant by email or at:

Gold Bar Geek
211 Nugget Road
Gold Bar, WA 98251
Steve@goldbargeek.com

I. The Consultant will provide services as detailed in the Scope of Work attached to this Agreement. The Consultant and City agree that the Scope of Work is a fluid document and such services may be adjusted and amended as required and as mutually agreed upon.

J. In consideration for services provided pursuant to this Agreement, the City shall compensate the Consultant at the following rates:

1. There shall be no hourly minimum required.
2. Normal support and maintenance: \$75.00 per hour.
3. Scheduled after hours support and maintenance: \$75.00 per hour.
4. Emergency after hours support: \$75.00 per hour.
5. Special projects exceeding four (4) hours may be negotiated per project for special pricing in advance of the project.

K. The City will contact the Consultant for support and maintenance through phone calls, emails, standard mail, or in person. Text messages will not be allowed.

L. The Consultant will contact the City through phone calls, emails, standard mail, or in person. Text messages will not be allowed.

M. The Consultant shall retain all records relating to the City as directed by the City and the Washington State Secretary of State's record retention regulations. The City will inform the Consultant which records must be retained and the length of retention. Such records shall be the property of the City and the Consultant will cooperate in making them available as necessary to the City including in the event of a public records request.

N. If, in the course of support and maintenance, it is determined by the Consultant that supplies are needed, the Consultant will obtain approval of expenditures from the City Treasurer prior to expending those costs. The City will reimburse the Consultant for all approved expenditures related to support and maintenance.

O. The Consultant and the City shall hold in trust for each other and shall not disclose to any non-party to the Agreement any confidential information. Confidential information is information which relates to research, development, trade secrets, business affairs and confidential City information. This does not include information required by law to be public, or information which is generally known or easily ascertainable by ordinary skill in computer design, programming, networking, information technology, or specific business interests of either the Consultant or the City. In the event of a public records request covering confidential information, Consultant shall cooperate with the City and make any confidential information in Consultant's custody or control available to the City for review and production as determined necessary by the City in its discretion.

Unless otherwise required by law, confidential information shall be disseminated, discussed, and retained only by the Consultant, the Mayor, and the Office Manager.

P. The Consultant is, and remains, an independent contractor and is not employed by the City. The Consultant is hereby contracting for services and reserves the right to determine the method, manner, and means by which the services will be lawfully performed, within the parameters delineated in this Agreement.

Q. The Consultant is not required to perform services during a fixed or hourly time, but upon the urgency of the need of the City and the Consultant's availability. Emergency situations shall be a priority. It is acknowledged by the City that the Consultant has other clients.

R. The City shall not provide any insurance coverage of any kind for the Consultant and will not withhold any amount that would normally be withheld from an employee's pay.

1. While performing work for the City, the City's insurance shall cover material item typically covered under the City's insurance.

S. The Consultant shall warrant, defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees and expenses, arising out of or in connection with the performance of this Agreement or services rendered hereunder, except for injuries and damage caused by the sole negligence of the City.

T. The Consultant warrants to the City that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel.

U. The Consultant offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services, and makes no guarantees

or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.

V. All invoices shall be presented to the City within thirty (30) days of completion of work.

1. All invoices shall be paid by the City within thirty (30) days of receipt of invoice.

W. If the Consultant is requested by the City to be deposed, submit a declaration, otherwise testify or meet with City attorneys relating to City business the City will cover all associated costs and reimburse the Consultant at the Consultant's hourly rate. This coverage for legal issues relating to City business shall continue after the termination of this Agreement, if the legal issues requiring such costs occurred during the term of the Agreement.

X. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Y. When this contract is terminated, the Consultant agrees to continue for a thirty (30) day transition period for the purpose of transferring information and training. The City will pay the Consultant's current rate of pay during the transition period. This transition period is considered an extension of the contract and does not require approval by the City Council. If, after the thirty (30) day transition period, an emergency occurs where the current IT Consultant may need the assistance of this Consultant, it shall be at the discretion of this Consultant whether to provide assistance or not.

Steve Yarbrough, Gold Bar Geek,
Consultant

Printed Name

Date: _____

Bill Clem
Mayor, City of Gold Bar

Printed Name

Date: _____

City of Gold Bar

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City of Gold Bar IT Scope of Work

The IT person or company (hereinafter 'IT') will be on-call to provide general professional services on an as-needed basis primarily during normal business hours. In the event of after-hour emergencies, the City of Gold Bar (hereinafter 'City') will compensate IT as detailed in the contract between IT and the City.

Specific responsibilities and expectations include, but are not limited to, the following.

1. Assessment

IT will compile and maintain an inventory of all information technology-related assets, assess the system for functionality and risk, and make recommendations for improvements and upgrades as needed. This Risk Assessment shall be done regularly, with IT providing an annual report to the Mayor and Council.

As part of this assessment, IT will provide the City Treasurer with a list of upgrades or changes in equipment and services, ranked in order of priority and including estimated costs, in September of each year for budgeting purposes.

2. Application Support

IT will perform basic support functions associated with the normal operating procedures of all IT-related equipment. This includes, but is not limited to, diagnosis, maintenance, repairs, configurations, installations, hardware and software, and advanced troubleshooting. IT will assist designated city personnel with IT-related purchasing and with the development of software and hardware policies and procedures.

3. Server and Workstation

IT will manage computer systems and networks, including complex applications, databases, email, web, servers, and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the city's systems. This will include, but is not limited to, regular maintenance, upgrades, patches, user logins, and security.

4. Network Administration services

IT will maintain all City network equipment and regularly perform installation and maintenance of such equipment. This will include, but is not limited to, installation and maintenance of printers, copiers, scanners, etc. This will also include, but is not limited to, regular analysis, routine configuration, and the installation of patches and upgrades.

5. Security

IT will maintain virus detection programs on city servers, email, and all city computers and laptops. Security audits will be performed on a regular basis, the schedule to be determined by IT and City staff. This shall include, but is not limited to, risk assessment, including an annual report on risks and security delivered to the Mayor and Council. IT will compile user logins and passwords in protected format for all city devices and provide a copy to designated city staff.

6. Data backups

IT will ensure all city data is backed up and available for restoration when needed. This includes maintaining offsite backups of all system data in a secure environment. This includes, but is not limited to, the BIAS operating program.

IT will create an annual report on the backup process for State Auditors as required by them during the City's annual audit process. This report shall include a component on disaster recovery.

IT shall meet with auditors if required, during normal business hours and at normal hourly rates.

7. Strategic Planning

IT will engineer, plan, and design system enhancements and provide technical leadership for server technology issues. This includes, but is not limited to, making recommendations for future purchases and long-term technology needs.

8. Miscellaneous

IT will be expected to communicate as needed with City staff by City phones, City emails, and in person. Communications shall be on City devices only. Text messages will not be utilized on any device.

IT will work primarily with the Office Manager. IT will work with the City Treasurer for budgeting, audit, and other financial needs. IT shall be available to all City staff for emergencies or technical problems. IT shall be available to work with the Mayor as needed. Council needs shall be routed through the Office Manager.

9. Work Excluded.

Any tasks which could be considered “Working in the Electrical Industry”.

“Working in the Electrical Industry” means performing any work of any kind coming under the International Brotherhood of Electrical Workers in the geographical jurisdiction of this Plan or any reciprocal plan either for compensation or gratis, including, but not by way of limitation, performing work in the following segments of the Electrical Industry: original electrical installation and maintenance on all industrial plants, commercial buildings and residences, line construction, electrical motor winding, shipyard electrical work, electrical sign installations, sound and communications and electrical alarms and surveillance systems; and also includes work performed as an estimator or supervisor under the International Brotherhood of Electrical Workers’ jurisdiction.