

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Gage Andrews

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3703 / (425) 388-3999

PUBLIC AGENCY: City of Arlington

AGENCY CONTACT PERSON: Bryan Terry

ADDRESS: 238 N Olympic Avenue

Arlington, WA 98223

TELEPHONE/FAX: (360) 403-4610

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$50,000 for the five (5) year life
of the Agreement

FUND SOURCE: City of Arlington

CONTRACT DURATION: October 4, 2015 – October 3, 2020

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE CITY OF ARLINGTON AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Agreement") is made and entered into as of this 30th day of September, 2015, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services Information Services (the "County" or "SCDIS"), and the City of Arlington, a Washington municipal corporation ("COA").

RECITALS

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS COA is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020;

WHEREAS, COA requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCDIS and the COA agree as follows:

1. Scope of Information Services:

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COA, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service.
- b. The scope of information technology goods and information services to be provided are limited to the following:

A. Provide one unit space in the Meet-Me-Room rack to mount the COA network

equipment in the SCDIS data center, and

B. Provide for four cross-connects to connect to other agencies or services located in the SCDIS datacenter, and

C. Other functions as may be mutually agreeable.

2. Treatment of Assets. Computer application programs and other software systems furnished to COA by SCDIS are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COA for which COA is not reimbursed by SCDIS shall remain in COA. Title to all property purchased by COA for which COA is reimbursed by SCDIS and is used as a component of services provided under this Agreement shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COA shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COA shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COA.

If SCDIS property is lost, destroyed, or damaged, the COA shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

3. Surrender of Property. The COA shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COA all property of COA upon completion, termination, or cancellation of this Agreement.

4. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective on October 4, 2015 and by either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. Compensation: COA may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COA will pay SCDIS for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COA, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COA annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COA and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWOs with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COA under the Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of COA are as follows: As to all new COA acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this Agreement, COA shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

COA shall make payment to SCDIS of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: COA will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COA believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment effective upon execution by both COA and SCDIS. SWOs may only be modified by written agreement of the parties.

Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COA's processing requirements as of the execution of this Agreement.

8. SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it

deems appropriate;

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COA systems and services as listed in the SWO. SCDIS will not bill COA until SCDIS has accepted service and/or system delivery responsibility. COA is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. SCDIS and COA shall keep all records required by this contract in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, COA shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COA's performance of this Agreement, including claims by COA's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, SCDIS shall hold harmless, indemnify, and defend, at its own expense COA, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COA, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of

liability for damages of any nature whatsoever arising out of the performance of this Agreement by COA and SCDIS, including claims by COA's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COA and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will SCDIS or COA be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COA under this Agreement or any SWO hereunder, even if SCDIS or COA has been advised of the possibility of such damages.
12. Compliance with Laws: SCDIS and COA shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COA will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: SCDIS and COA shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each party.
14. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COA as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the work to be done and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree

that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
17. Public Records Act: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of COA are needed for the County to respond to a request under the Act, as determined by the County, COA agrees to make them promptly available to the County. If COA considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, COA shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by COA and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify COA (a) of the request and (b) of the date that such information will be released to the requester unless COA obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COA fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COA to claim any exemption from disclosure under the Act. The County shall not be liable to COA for releasing records not clearly identified by COA as confidential or proprietary. The County shall not be liable to COA for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- 18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.

“SCDIS”

“COA”

SNOHOMISH COUNTY

City of Arlington

By: *Loren Sand* 9/30/15
County Executive **LOREN SAND** Date
Executive Director

By: *Barbara Tolbat* 8/20/15
Mayor Date

Approval Recommended:

Gage Andrews
Gage Andrews, Director
Snohomish County
Department of Information Services

COUNCIL USE ONLY	
Approved:	<u>9-30-15</u>
Docfile:	<u>D-5</u>

Approved as to Form Only:

Rebecca Wendling 7/22/2015
Deputy Prosecuting Attorney

[Signature]
City of Arlington Attorney

Supplemental Work Order (#SWO-001-15 COA)

Fiber Connectivity between the City of Arlington and SCDIS

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Arlington (“COA”) pursuant to the terms and conditions of that certain Interlocal Agreement between the City of Arlington and Snohomish County to Provide Information Technology Services (IMA) dated as of Aug 17TH, 2015. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COA. This SWO also serves as the Service Level Agreement between COA and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide COA supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO include:
 - a. The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
 - b. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of the IMA unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
4. **Prohibited Use of Services:** COA shall not use any service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
5. **Authority to Monitor Services:** SCDIS has the right, but not the obligation, to monitor any activity and content associated with the use of the services. SCDIS may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a service, removal of materials on a Snohomish County-hosted web site, and

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disclosure of information to law enforcement agencies, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests SCDIS reasonably deems to be legally enforceable.

6. **Resale of Snohomish County Services:** COA shall not resell or provide free of charge any service to any third party without first entering into a Contract for Service with SCDIS which permits these activities.
7. **Designated Points of Contact and Escalation Points.** SCDIS's designated point of contact for COA to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-3938
Client Services Supervisor	425-388-3114
Systems Manager (Primary)	425-388-7171
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COA's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COA Primary Contact:	Bryan Terry, IT Manager
	360-403-4610
	bterry@arlingtonwa.gov

8. **Payment for Services:** SCDIS will invoice COA for these services on a yearly basis for the monthly recurring costs of the Network / Integration services deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWO's with balances more than ninety (90) days past due may be terminated and services discontinued.
9. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COA

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- 10. Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
- 11. Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
- 12. Order of Precedence:** If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.
- 13. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
- 14. Notices:** Notices and other communications between SCDIS and COA that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: SIS-Telecommunications@snoco.org. COA shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed. SCDIS shall fulfill its obligations under this SWO by providing COA with notice at the email address most recently provided by COA for use in providing notices pursuant to this SWO.
- 15. Responsibilities and Service Level Expectations:**
 - a. **SCDIS Responsibilities:**
 - i. Provide COA's fiber vendor a termination point for a single pair of single mode fiber.
 - ii. Provide COA one (1) unit of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
 - iii. Provide path for fiber or single mode fiber between termination point and COA's equipment.
 - iv. SCDIS takes no ownership regarding the repair of COA owned equipment
 - v. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 am and 12:00 am Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of twelve (12) hours. COA can contact SCDIS at 425-388-3378 for access to the facility.
 - b. **COA Responsibilities**
 - i. Provide fiber connectivity between COA and SCDIS data facilities.
 - ii. Provide Ethernet Switching equipment for one (1) unit of rack space within SCDIS Data Center.
 - iii. Provide maintenance of Ethernet Switching equipment.

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- 16. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COA is unable to conduct business.
- a. **Response Time** **2 Hours**
 - b. COA shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 17. Priority Problem Response:** Priority problem shall mean network impairment, or when COA is still able to conduct business but no practical workaround exists.
- a. **Response Time** **3 Hours**
 - b. COA shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 18. Routine Response:** Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.
- a. **Response Time** **3 Days (Maximum)**
 - b. COA shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.
- 19. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:
- | | |
|------------------------|--|
| COA Primary Contact: | Bryan Terry, IT Manager
238 N Olympic Avenue
Arlington, WA 98223
(360) 403-4610
bterry@arlingtonwa.gov |
| SCDIS Primary Contact: | JD Braathen, Telecom Network Engineering Supervisor
Snohomish County
Department of Information Services
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201 |

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(425) 388-7171
JD.Braathen@snoco.org

By their signatures, SCDIS and COA hereby acknowledge and accept the terms and conditions of this SWO.

Approved

City of Arlington

Barbara Tolbert

Signature

BARBARA TOLBERT

Print or Type Name

MAYOR

Title

8/27/2015

Date

Approved

Snohomish County

Gage Andrews

Signature

Gage Andrews

Print or Type Name

Director, Information Svcs

Title

8/31/15

Date

Appendix B to Exhibit A – SWO Basic Services

Basic Services shall include co-location of COA equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 1 rack unit.

Hours of Service:

Interactive: Monday through Friday 8:00AM through 5:00PM

Maintenance: Monday through Friday *8:00AM through 5:00PM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outage for Maintenance: Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason COA will be working during those periods, then please contact SCDIS's Service Desk at 425-388-3378.

Network Services Infrastructure

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. ***These devices and transports will be owned, operated and configured by SCDIS.***

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of COA owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COA to return this service and its associated equipment to working condition upon failure. ***These devices and transports will be owned, operated and configured by the COA.***

Purchase, Delivery and Installation

COA shall purchase, prepare and deliver mutually agreed upon Ethernet switching equipment for placement in the Snohomish County Data Center.

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Warranty Repair Assistance

COA shall be solely responsible for warranty and repair of COA owned equipment.

Help-Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and transports** and to assist with Snohomish County Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COA in the restoration of SCDIS contracted services.

COA shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COA and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COA to develop and recommend approaches to meet COA requirements.