

After recording return to

PAT SCATTAREGIA

INFORMATION SERVICES

M/S 709

201010070123 CONFORMED COPY
10/07/2010 9:26am 17 PGS \$0.00
SNOHOMISH COUNTY, WASHINGTON

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Larry Calter

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3739 / (425) 388-3999

PUBLIC AGENCY: City of Arlington

AGENCY CONTACT PERSON: Margaret Larson

ADDRESS: 238 N Olympic Ave

Arlington, WA 98223

TELEPHONE/ FAX: 360-403-3441/ 360-403-4606

PROJECT: Information Technology Services

AMOUNT: NTE \$25,000 for the 5 year life of the contract

FUND SOURCE: City of Arlington

CONTRACT DURATION: Five (5) Years from date of Contract
Execution

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF ARLINGTON

AND SNOHOMISH COUNTY

CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES

Intergovernmental Services Agreement by and between SCDIS/COA

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON AND SNOHOMISH COUNTY CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES (this "Agreement") is made and entered into as of this _____ day of _____, 2009, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services (the "SCDIS"), and the City of Arlington, a Washington municipal corporation (the "COA").

Recitals

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

WHEREAS Chapter 2.350.030(5) of the Snohomish County Code (SCC) authorizes 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 regional information systems and may, in the future, require specific, yet to be identified information processing systems and services.

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 to COA 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. The scope of information technology goods and information services to be provided under this Agreement are limited to the following:

- A. Assisting in the planning, management, control, operation and use of integrated City, Jurisdictional, Government and County networks, telecommunications, information processing, systems and equipment required by COA; Providing ISP (Internet Service Provider) services.
- B. Administration of yet to be identified centralized support systems and services for COA where they generally promote more efficient management and utilization of such services.
- 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 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 Agreement, or approved by SCDIS, be used only for the performance of this Agreement or 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. This Agreement shall become effective upon signature by both parties and recording of the same with the Snohomish County Auditor as required by RCW 39.34.040 and 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.
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 SWO's.

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 ninety (90) 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 monthly, or as defined in a SWO, detailing charges for services rendered during the preceding month. 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 invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWO's 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 designee.

Payment to SCDIS of all submitted invoices or advices of charge pursuant to the preceding section.

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 discovery that services are not adequate or invoice is not accurate whichever occurs later. Failure to give written notice within thirty (30) days of discovery that services are not adequate or invoice is not accurate 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. SWO's may only be modified by written agreement of the parties.

Both parties understand that 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 the existing processing requirements of COA.

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.

8. 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.
9. Indemnification and Hold Harmless: Subject to the liability limitations stated in Section 10 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 10 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.

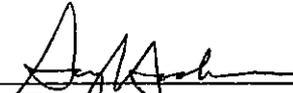
Subject to the liability limitations stated in section 10 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COA and SCDIS, including claims by COA's and SCDIS's own officers, officials, employees, agents, volunteers, 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.

10. 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 the Intergovernmental Services Agreement or any SWO hereunder, even if SCDIS or COA has been advised of the possibility of such damages.
11. Compliance with Laws: SCDIS and COA shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract. COA will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
12. 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.
13. 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.

14. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS provide a variety of information technology services to COA as needed over a five (5) year term. SWO's 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.
15. 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, Everett, Washington.
16. 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.
17. Recording: The parties shall file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040.

“SCDIS”

SNOHOMISH COUNTY

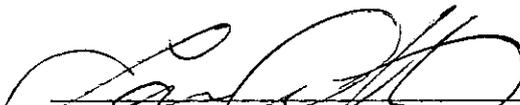
By:  10/4/10
 for: County Executive Date
GARY HAAKENSON
 Deputy County Executive

“COA”

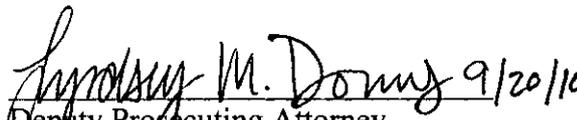
CITY OF ARLINGTON

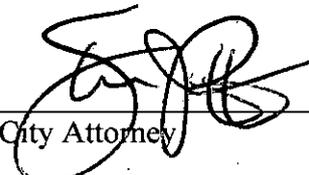
By: 
 Mayor Date

Approval Recommended:


 Larry Calter, Director
 Snohomish County Department of Information Services

Approved as to Form Only:

 9/20/10
 Deputy Prosecuting Attorney


 City Attorney

Appendix A - COA Services List

SCDIS will provide the following services at the prepaid support rate identified below. Each after hours request has a 3 hours minimum. An additional \$200.00 per incident will be charged for each after hours incident management/access and response in excess to the contracted 12 hours. (Access to Data Center/SCDIS Assistance after hours).

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

Network Services:

| Services | Owner | Function and Identification | Qty | Date of Activation | LOC | Monthly Charge | Annual charge |
|---|-------|--------------------------------|-----|--------------------|-------|----------------|---------------|
| Net Equipment Hosting 1 Rack Unit Space, first 4 cross connects | | Connectivity/Equipment hosting | 12 | 1/1/2009 | SCDIS | \$50.00 | \$600.00 |

Recurring Charges: \$50.00 \$600.00

Optional Support Services:

| Services | Owner | Function and Identification | Qty | Date of Activation | LOC | Monthly Charge | Annual charge |
|---------------------------|-------|-----------------------------|-----|--------------------|-------|----------------|---------------|
| Additional Cross Connects | | Cross Connects | 6 | 1/1/2009 | SCDIS | \$25 | \$300.00 |

\$300.00

**THIS APPENDIX IS NOT REFERENCED IN THE MSA OR THE SWO!!
SEEMS TO NEED REFERENCE IN THE SWO SECTION 12**

Appendix B - Basic Services

Basic Services include: Co-location of City of Arlington equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment, and consists of 2 rack units.

Hours of Service:

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

Maintenance: Monday-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 Noon is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason you will be working during those periods then please contact the Help Desk at 425.388.3378 so that they might advise Network and Systems Engineers of your situation.

A. Net Services Infrastructure

Support Services and Maintenance

SCDIS will provide services on SCDIS owned equipment as needed for standard transport services to include all time and materials necessary to return this service and its associated equipment to working condition upon failure. These devices and transport infrastructure will be owned, operated and configured by Snohomish County SCDIS.

SCDIS will 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 COA.

Purchase, Delivery and Installation

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

Warranty Repair Assistance

Warranty and Repair of COA electronics is solely the responsibility of COA.

Help-Desk Dispatch and Telephone Support

SCDIS will provide a single-point service to report suspected SCDIS problems which might involve SCDIS owned equipment and transports and to assist with 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 agrees to utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with County practices.

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 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.

Supplemental Work Order

Fiber Connectivity between COA and SCDIS

This Supplemental Work Order (SWO) is executed by the Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services (SCDIS) and the City of Arlington, a municipal corporation of the State of Washington (COA) pursuant to the terms and conditions of the Intergovernmental Services Agreement to Provide Information Technology Services signed _____ and filed under Snohomish County Auditor's number _____ (ISA). 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 ISA. This SWO sets forth the obligations of the parties with respect to SCDIS's provision of services to COA. This SWO also serves as the Service Level Agreement between COA and SCDIS.

1. Purpose and Scope of Work

Purpose:

SCDIS will provide COA 1 RU space within Snohomish County's data center for the purpose of cross connections to State, County, and other participating agencies.

Scope of Work:

SCDIS will provide single mode fiber cross connect between SCDIS Blackrock demark and COA switching equipment in Meet Me cabinet. SDIS will mount, provide power, and energize COA's network equipment.

The specific services covered by this SWO includes the "Primary" items listed in **Appendix A – Services Listing** and any item directly "associated" with the primary item after acceptance by **SCDIS** per terms of Section 5 (ACCEPTANCE OF WORK).

2. Term and Termination

The term of this SWO is effective upon the date of execution by both parties for the period of five (5) years unless extended or terminated upon written notification to the other party.

Either party may cancel or terminate this SWO upon ninety (90) day's written notification to the other party. In the event the ISA is terminated, this SWO shall also terminate on the ISA termination date.

3. Liability

Neither party shall be liable to the other for claims, actions or damages, including direct, consequential, special or otherwise, for failure to comply with the terms and conditions of this SWO.

4. 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 Help 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 |
| Client Services Supervisor | 425-388-3938 |
| Networking / Telecom Supervisor (Secondary) | 425-388-7171 |
| Systems Manager (Primary) | 425-388-3212 |
| Technology Coordinator | 425-388-3904 |
| Director: | 425-388-3730 |
| FAX: | 425-388-3999 |

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

| | | |
|---------------------------------------|--------------|--------------|
| Contact Information: | | |
| City of Arlington Primary Contact: | Bryan Terry | 360-403-4610 |
| City of Arlington Secondary Contacts: | Tony Harrell | 360-403-3430 |

COA Informational Escalation Points:

| | | | |
|----------------------------------|--------------|--------------|--------------|
| 1 st Level Escalation | Tony Harrell | 360-403-3430 | 425-754-1226 |
| 2 nd Level Escalation | Bryan Terry | 360-403-4610 | 360-913-7001 |

5. Acceptance of Work

SCDIS will invoice COA for this work; and subsequently 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 will indicate to SCDIS acceptance of work and services performed for COA.

6. Declined Equipment

NO equipment is provided by this SWO. All equipment maintenance is the responsibility of COA.

7. Pricing and Service Fees

The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.

8. Billing and Invoicing

Billing and invoicing will be in accordance with procedures outlined in the ISA. Customer will be billed yearly for services rendered. Customer will be billed in full for services rendered up to and including the date DIS receives Customer's cancellation or change request.

9. 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.

10. Order of Precedence

If there is a conflict between this SWO and the ISA, the conflict will be resolved by giving precedence first to this SWO and then to the ISA.

11. Assignment

This SWO may not be assigned by either party to a third party without the prior written consent of COA or SCDIS.

12. Responsibilities and Service Level Expectations

SCDIS Responsibilities:

1. Provide COA's fiber vendor a termination point for a single pair of single mode fiber.
2. Provide COA 1Us of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
3. Provide path for fiber or single mode fiber between termination point and COA's equipment.
4. Provide COA access to the SCDIS Data Center during normal business hours (M-F, 8:00 AM – 5:00 PM).
5. Provide emergency access to the SCDIS Data Center.
6. Complete the work authorized under each SWO and described in Appendix A and B.

COA Responsibilities:

1. Provide fiber connectivity between COA and SCDIS data facilities.
2. Provide Ethernet Switching equipment for 2RU rack space within Snohomish County Data Center.
3. Maintenance of Ethernet Switching equipment.

SCDIS takes no ownership when it comes to the repair of COA owned equipment, SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 AM and 7:00PM Monday through Friday and 7 am to 3pm Saturdays. Access to Network Operations center after hours or on Sundays will result in a three (3) hour charge at \$100.00 per hour. Contact 425.388.3378 for access to the facility.

- a) **Emergency Response:** Network outage, multi-user outage/critical event, City of Arlington is unable to conduct business.

Response Time

2 Hours

The assigned primary response contact will make contact within 1 hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.

- b) **Priority Problem Response:** Network is impaired, COA is still able to conduct business; no practical workaround exists.

Response Time

3 Hours

The primary response contact will make contact with the customer. If contact is not made within 2 hours the call receiver will contact the secondary response contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary

- c) **Routine Response:** User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.

Response Time

3 Days (Maximum)

The primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within 3 business days. This category of call includes but is not limited to, training issues, minor operational issues, and minor system inconveniences.

SWO Management

Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

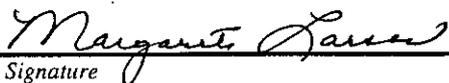
City of ARLINGTON Information Technology Manager
Bryan Terry
238 N Olympic Ave.
ARLINGTON, WA 98223
360-403-4610

Primary SCDIS Contact
JD Braathen, Telecom Network Engineering Supervisor
3000 Rockefeller Ave.
Everett, WA 98201
Ph: (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



Signature

MARGARET LARSON

Print or Type Name

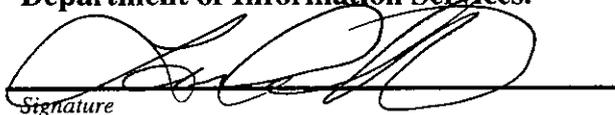
MAYOR

Title

Date

Approved

**Snohomish County
Department of Information Services.**



Signature

LARRY CALTER

Print or Type Name

DIRECTOR

Title

Date

Date