

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 / viggo.forde@snoco.org

PUBLIC AGENCY: City of Mukilteo

AGENCY CONTACT PERSON: Shawn Hunstock, CPA, Finance Director

ADDRESS: 11930 Cyrus Way

Mukilteo, WA 98275

TELEPHONE/FAX: 425-263-8030 / shunstock@mukilteowa.gov

PROJECT: Information Technology Services

AMOUNT: As specified in Work Orders

Not to exceed \$20,000 for the five (5) year
life of the Agreement

FUND SOURCE: City of Mukilteo

CONTRACT DURATION: March 29, 2022 through March 28, 2027

**INTERLOCAL AGREEMENT BETWEEN CITY OF MUKILTEO AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCIT") and City of Mukilteo (hereinafter "Mukilteo") for the purpose of SCIT providing information technology services to Mukilteo.

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 SCIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

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

WHEREAS, Mukilteo requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software.

NOW, THEREFORE, and 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 County and Mukilteo agree as follows:

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services according to Work Order (WO). Each WO shall be executed by the County Executive, or his designee, and an authorized agent for Mukilteo, and subject to the general terms and conditions of this Agreement. Each WO 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 are limited to the following:
 - A. Provide space in the Meet-Me-Room rack to mount Mukilteo’s network equipment in the SCIT data center, and
 - B. Provide cross-connects to connect to other agencies or services located in the SCIT data center, and
 - C. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Mukilteo; provide ISP (Internet Service Provider) services, and
 - D. Administer yet to be identified centralized support systems and services for Mukilteo; where they generally promote more efficient management and utilization of such services, and

2. Contract Maximum. All Work Orders executed under this ILA shall not exceed an aggregate total of \$20,000.

3. **TREATMENT OF ASSETS.** COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO MUKILTEO BY THE COUNTY 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 A WO FOR SERVICE.

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

Any property of the County furnished to Mukilteo shall, unless otherwise provided in this Agreement, or approved by the County, be used only for the performance of this Agreement or a WO. Mukilteo shall be responsible for any loss or damage to County property that County furnishes to Mukilteo.

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

4. **Surrender of Property.** Mukilteo shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Mukilteo all property of Mukilteo upon completion, termination, or cancellation of this Agreement.
5. **Time of Performance.** Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and 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.
6. **Compensation:** Mukilteo may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated WO developed from initial estimates or quotations.

Mukilteo will pay County for services provided hereunder and as set out in WOs. 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 County in effect on the date of execution of this Agreement, unless the specific quotation described in the WO

provides otherwise. Unless the WO 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 County and shall be effective ninety (90) days after written notice of change is provided to the Mukilteo, by email or postage paid in the US mail.

The County will submit an invoice or advice of charge to Mukilteo annually in advance for the service fees, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by Mukilteo 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. Invoices related to WOs with balances more than ninety (90) days past due is cause for the termination of a WO. Amounts disputed by Mukilteo under Section 8 of this Agreement are not subject to late payment charges.

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

Mukilteo shall make payment to County of all submitted invoices or advices of charge pursuant to Section 6 of this Agreement.

8. **Mutual Covenants:** Mukilteo will promptly notify the County in writing of issues regarding invoices, or of services which Mukilteo believes do not conform with the agreed upon terms of this Agreement and/or WO, 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 WO through negotiation. 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 executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Mukilteo.

9. **County Review and Approval:** Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, 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 WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject Mukilteo's systems and services as listed in the WO. The County will not invoice Mukilteo until the County has accepted service and/or system delivery responsibility. Mukilteo is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

10. **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. County and Mukilteo shall keep all records required by this Agreement in accordance with statutory archival requirements.
11. **Indemnification and Hold Harmless:** Subject to the liability limitation stated in Section 12 of this Agreement, Mukilteo shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Mukilteo's performance of this Agreement, including claims by Mukilteo's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Mukilteo, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Mukilteo, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Mukilteo and County, including claims by Mukilteo's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Mukilteo and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. **Limitation of Liability:** In no event will County or Mukilteo 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 the County or Mukilteo under this Agreement or any WO hereunder, even if the County or Mukilteo has been advised of the possibility of such damages.

13. **Insurance:** Mukilteo shall maintain in full force and effect throughout the term of this Agreement, a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, Mukilteo may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW, which shall provide liability coverage for the liabilities contractually assumed by Mukilteo in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any work, Mukilteo shall furnish SCIT, upon request, with a Certificate of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverages and limits are in full force and effect.

The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by Mukilteo under this Agreement.

Mukilteo shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.

14. **Compliance with Laws:** The County and Mukilteo shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Mukilteo will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services.
15. **Non-assignment:** The County and Mukilteo shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
16. **Conflicts between Attachments and Text:** Should any conflicts exist between any attached exhibit or WO and the text of this Agreement, the text of this Agreement shall prevail.
17. **Interlocal Cooperation Act (Chapter 39.34 RCW):** The purpose of this Agreement is to allow the County to provide a variety of information technology services to Mukilteo as needed over a five (5) year term. WOs will be executed by both parties as necessary and will describe the services to be provided 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.

18. **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.
19. **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.
20. **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.
21. **No Separate Legal Entity:** To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County” SNOHOMISH COUNTY

“Mukilteo” CITY OF MUKILTEO

By: _____
County Executive Date

By: Joe Marine Title: Major Date

City of Mukilteo Attorney Date

Approved as to indemnification provisions:

Risk Management

Exhibit A - Work Order (WO 22-01)

Network & Internet Support Services

This Work Order (WO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCIT”) and City of Mukilteo (“Mukilteo”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Mukilteo and Snohomish County to Provide Information Services dated as of March 29, 2022. The parties acknowledge that 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 ILA. This WO sets forth the obligations of the parties with respect to SCIT’s provision of information services to Mukilteo. This WO also serves as the Service Level Agreement, (See Section 6 Service Levels and Designated Points of Contact and Escalation Points Table of this WO) between Mukilteo and SCIT.

- 1. Purpose:** The purpose of this WO is for SCIT to provide to Mukilteo information services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this WO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCIT.
- 3. Term and Termination:** The term of this WO is effective upon the date of execution by both parties unless terminated upon written notification to the other party. Either party may terminate this WO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this WO shall also terminate on the ILA termination date.
- 4. Prohibited Use of Services:**
 - a.** Mukilteo shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b.** By executing this WO, Mukilteo acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County 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 policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. 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; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement.

5. **Resale of Snohomish County Services:** Mukilteo shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.
6. **Service Levels and Designated Points of Contact and Escalation Points:** SCIT's designated point of contact for Mukilteo to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCIT Service Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCIT.

SCIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3727
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Mukilteo's designated point of contact for SCIT to send invoices, problem-solve and otherwise conduct business shall be:

Mukilteo Primary Contact: Shawn Hunstock, CPA, Finance Director
(425) 263-8030
shunstock@mukilteowa.gov

Mukilteo Secondary Contact:

Mukilteo Billing Contact: Colleen Johnson, Accounting Technician
(425) 263-8031
ecjohnson@mukilteowa.gov

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when Mukilteo is unable to conduct business.	2 hours	SCIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Service Desk or Management. If contact is not made within 2 hours 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.
Priority Problem Response	Network is impaired, Mukilteo is still able to conduct business, but no practical workaround exists.	3 Hours	SCIT's primary response contact will make contact with Mukilteo's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCIT's 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 three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

7. **Payment for Services:** The County will invoice Mukilteo for the Services per Section 6, Compensation, of the Interlocal Agreement (ILA). Mukilteo will be billed in full for Services rendered up to and including the date the County receives Mukilteo's cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this WO. All equipment maintenance is the responsibility of Mukilteo
9. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCIT are outlined in Appendix A of this WO.
10. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications that remain within the ILA Contract Maximum will be made through the issuance of a new WO, which will take precedence over the original WO.
11. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this WO without the prior express written request and consent of each party.
12. **Notices:** Notices and other communications between Snohomish County and Mukilteo where delivery is not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Mukilteo shall provide Snohomish

County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Mukilteo with notice at the email address most recently provided to the County by Mukilteo for use in providing notices pursuant to the ILA.

13. Responsibilities:

a. SCIT Responsibilities:

- i. Provide Mukilteo's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide Mukilteo one (1) unit of rack space and UPS power in SCIT's Data Center for an ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and Mukilteo's equipment.
- iv. Configure, maintain, provide warranty and repair all County-owned equipment and transports
- v. SCIT takes no ownership regarding the repair of Mukilteo-owned equipment.
- vi. Provide IT Service Desk (425-388-3378) as initial point of contact for suspected problems or to request Data Center access.
 1. In the event SCIT determines a request for assistance is outside the scope of this WO, SCIT will work with the Mukilteo to develop and recommend approaches to meet Mukilteo requirements.
- vii. Provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm PST, Monday through Friday, excluding holidays. Access to Network Operations Center after hours will result in an additional per-incident fee as detailed in Appendix A to Exhibit A. Contact 425-388-3378 for access to the facility.
- viii. Provide internet service on a per-megabyte use basis.
- ix. Provide a /29 address range to support Mukilteo's public IP addressing needs.

b. Mukilteo Responsibilities:

- i. Provide fiber connectivity between Mukilteo and Snohomish County data facilities.
- ii. Provide Ethernet Switching equipment for 1 unit of rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Configure, maintain, provide warranty and repair of all Mukilteo owned equipment and transports.

14. Scheduled Maintenance: Each Saturday between 12:00 am and 12:00 pm and Wednesday between 5:30 pm and 12:00 am PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will

disrupt contracted services is scheduled by Snohomish County, the County will notify Mukilteo two (2) business days prior to the scheduled action.

15. Work Order Management: Unless otherwise indicated, all correspondence regarding this WO should be directed to:

Mukilteo Primary Contact: **Shawn Hunstock, CPA, Finance Director**
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
(425) 263-8030

SCIT Primary Contact: **JD Braathen, Systems and Network Engineering Supervisor**
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

By their signatures, County and Mukilteo hereby acknowledge and accept the terms and conditions of this WO.

Approved

City of Mukilteo

Joe Marine

Print on Time Name

Print or Type Name
MAJOR

Approved

Snohomish County

Snohomish County Executive

Print or Type Name

Title

Appendix A to Exhibit A Work Order Services and Summary of Costs

SCIT will provide the following Services at the prepaid support rate identified below.

Annual invoice for all Services shall be issued in November.

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

SCIT SERVICES AND RATES				
Service	2022 Annual Rate	Metric	2022 Annual Fee	2022 Monthly Rate
Network Equipment Hosting 1-Rack Unit Space First 4 cross connects	\$600/Space (\$50/month)	1 Space	\$600	
Internet Access 1 Mbps via 95 th Percentile	\$25/Mb/Month for 6-10 Mbps	10 Mbps	\$3,000	
Network Services Administrative Fee	5% of total	Total \$3,600 x 0.05	\$180	
NETWORK SERVICES TOTAL			\$3,780	n/a
GRAND TOTAL			\$3,780	n/a

PER USE BILLABLE SUPPORT SERVICES

Service	2022 Annual Rate
Net Equipment Access After Hours Access to Equipment Includes 5% Administrative Fee	\$78.75/hour
GIS Analyst Direct Support	\$87.00/hour
Senior GIS Analyst Direct Support	\$95.00/hour

Support Services:

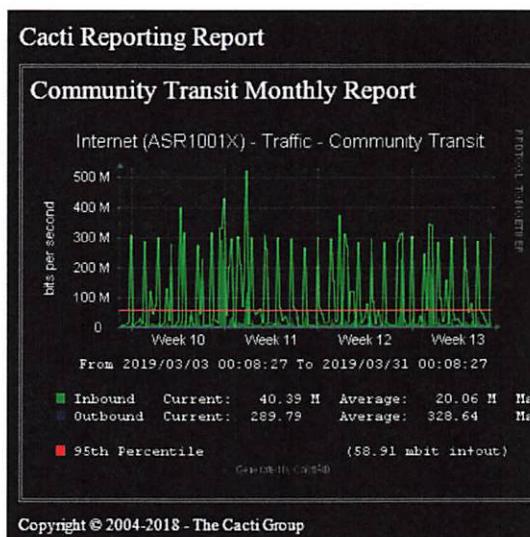
Each after-hours request to access the Data Center has an hourly fee of \$100, with a three-hour minimum charge. The hourly fee will be assessed for each major portion of an hour that access is

needed, until the earlier of either 1) the incident resolution, or 2) resuming of County normal business hours. Once the after-hours access has exceeded twelve hours in duration, an additional \$200 flat fee will be assessed. After-hours access that exceeds 12 hours in duration will continue to incur a \$100 per hour fee.

Additional hardware and software requested by Mukilteo may be acquired by the County under this Agreement, and the actual costs will be passed along to Mukilteo on their monthly invoice following County payment for goods and/or services

Internet usage to be reviewed by SCIT and Mukilteo will be billed on the 95th percentile. Bandwidth data is measured from the customer's activated network interface port on SCIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:



Per the **SCIT** enterprise service model adopted by Snohomish County for all 2022 central IT services, the definition of the services are detailed in the IT Service catalog, located at the following website:

<https://www.snohomishcountywa.gov/DocumentCenter/View/50008/2020-Service-Catalog?bidId=>