COUNTY DEPARTMENT: Information Technology

CONTACT PERSON: Trever Esko

3000 Rockefeller Ave.

ADDRESS:

Everett, WA 98201

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

PUBLIC AGENCY: City of Mukilteo

AGENCY CONTACT PERSON: Mary Thomas

11930 Cyrus Way

ADDRESS: Mukilteo, WA 98275

TELEPHONE/FAX: (425) 263-8037

PROJECT: Information Technology Services

As specified in Supplemental Work Orders

AMOUNT: Not to exceed \$50,000 for the five (5) year

life of the Contract

FUND SOURCE: City of Mukilteo

Five (5) Years from date of Contract

CONTRACT DURATION:

Execution

INTERLOCAL SERVICES CONTRACT BETWEEN THE CITY OF MUKILTEO AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT BETWEEN THE CITY OF MUKILTEO AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Contract") is made and entered into as of this 24 day of March, 2017, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Technology (the "County" or "SCDOIT"), and the City of Mukilteo, a Washington municipal corporation ("COM").

RECITALS

WHEREAS, Section 3.04.210 of the Snohomish County Code (SCC) provides for the County to enter into contracts for intergovernmental services with other municipal corporations or agencies of the state or federal government; and

WHEREAS Chapter 2.350 SCC provides for SCDOIT to provide information technology, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS, COM requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require 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 SCDOIT and the COM agree as follows:

1. Scope of Information Services:

- a. SCDOIT 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 COM, and subject to the general terms and conditions of this Contract. Each SWO will include a description of the specific services to be provided, the term, any required deadlines or milestones, 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 and those items set forth in the SWO:
 - 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 COM; Providing ISP (Internet Service Provider) services; and
 - B. Administration of yet to be identified centralized support systems and services for COM where they generally promote more efficient management and utilization of such services; and

- C. Provision of one unit space in the Meet-Me-Room rack to mount the COM network equipment in the SCDOIT data center; and
- D. Provision of four cross-connects to connect to other agencies or services located in the SCDOIT datacenter; and
- E. Other functions as may be mutually agreeable.
- 2. Treatment of Assets. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO COM BY SCDOIT 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 SCDOIT shall remain in SCDOIT. Title to all property purchased by the COM for which COM is not reimbursed by SCDOIT shall remain in COM. Title to all property purchased by COM for which COM is reimbursed by SCDOIT and is used as a component of services provided under this Contract shall pass to and vest in SCDOIT upon completion, termination, or cancellation of the relevant SWO or this Contract.

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

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

 Surrender of Property. The COM shall surrender to SCDOIT all property of SCDOIT upon completion, termination, or cancellation of this Contract. Conversely, SCDOIT shall surrender to COM all property of COM upon completion, termination, or cancellation of this Contract.

- 4. <u>Time of Performance</u>. This Contract shall become effective upon signature by both parties; provided this Agreement has been filed with the Snohomish County Auditor or listed by name on one of the Party's internet website. The Contract 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.
- Compensation: COM may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDOIT. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COM will pay SCDOIT for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Contract shall be based on the current published rate or fee schedule of the SCDOIT in effect on the date of execution of this Contract, 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 SCDOIT, and shall be effective sixty (60) days after written notice of change is provided to the COM, postage paid in the US mail.

The SCDOIT will submit an invoice, or advice of charge, to COM annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COM 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 COM under the Section 7 of this Contract are not subject to late payment charges.

If either party terminates this Agreement prior to its end date the COM shall pay for all of the Services rendered up until the termination date within thirty (30) days SCDOIT's invoice of the same.

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

COM shall make payment to SCDOIT of all submitted invoices or advices of charge pursuant to Section 5 of this Contract.

7. Mutual Covenants: COM will promptly notify the SCDOIT in writing of issues regarding invoices, or of services which COM believes do not conform with the agreed upon terms of this Contract 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 known objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Contract 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 Contract may only be modified by a written amendment effective upon execution by both COM and SCDOIT. SWOs may only be modified by written agreement of the parties.

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

8. <u>SCDOIT Review/Approval</u>: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDOIT may, following review by the SCDOIT, 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, SCDOIT will either accept or reject COM systems and services as listed in the SWO. SCDOIT will not bill COM until SCDOIT has accepted service and/or system delivery responsibility. COM is not required to pay for services or systems until SCDOIT accepts delivery responsibility for those services and/or systems.

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

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

Subject to the liability limitations stated in Section 11 of this Contract, in the event of liability for damages of any nature whatsoever arising out of the performance of this Contract by COM and SCDOIT, including claims by COM's and SCDOIT's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COM and SCDOIT, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's

negligence.

- 11. <u>Limitation of Liability</u>: In no event will SCDOIT or COM 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 SCDOIT or COM under this Contract or any SWO hereunder, even if SCDOIT or COM has been advised of the possibility of such damages.
- 12. <u>Compliance with Laws</u>: SCDOIT and COM shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Contract. COM will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
- 13. Non-assignment: SCDOIT and COM shall not assign any of the rights, duties, or obligations covered by this Contract without the prior express written request and consent of each party.
- 14. <u>Conflicts between Attachments and Text</u>: Should any conflicts exist between any attached exhibit and/or SWO and the text of this Contract, the text of this Contract shall prevail.
- 15. No Separate Legal Entity Created: The purpose of this Contract is to allow SCDOIT to provide a variety of information technology services to COM 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 -Contract.
- 16. Governing Law and Venue: This Contract 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. <u>Public Records Act</u>: This Contract and all public records associated with this Contract 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 COM are needed for the County to respond to a request under the

Act, as determined by the County, COM agrees to make them promptly available to the County. If COM considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, COM 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 COM 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 COM (a) of the request and (b) of the date that such information will be released to the requester unless COM obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COM 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 COM to claim any exemption from disclosure under the Act. The County shall not be liable to COM for releasing records not clearly identified by COM as confidential or proprietary. The County shall not be liable to COM 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. County Non-discrimination: It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The COM shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the COM of the COM's compliance with the requirements of Chapter 2.460 SCC. If the COM is found to have violated this provision, or to have furnished false or

misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the COM's obligations under other federal, state, or local laws against discrimination.

19. <u>Severability</u>: Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

"SCDOIT"	"COM"	
SNOHOMISH COUNTY	CITY OF MUKILT	EO
By: County Executive Director County Executive Director Date	By: Mayor Mayor	1.25.17 Date
Approval Recommended:		
als		
Trever Esko, Director		
Snohomish County		
Department of Information Technology		
Approved as to Form Only:		
Roberta Wendling 1/16/2017 Deputy Prosecuting Attorney	City of Mukilteo Attorney	

COUNCIL USE ONLY

Supplemental Work Order (#SWO-001-16 COM)

Fiber Connectivity and Internet Service between the City of Mukilteo and SCDOIT

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the "County" or "SCDOIT"), and City of Mukilteo ("COM") pursuant to the terms and conditions of that certain Intergovernmental Services Contract between the City of Mukilteo and Snohomish County to Provide Information Technology Services (ISC) dated as of March 24, 2017. 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 ISC. This SWO sets forth the obligations of the parties with respect to SCDOIT's provision of information services to COM. This SWO also serves as the Service Level Agreement between COM and SCDOIT.

- 1. **Purpose:** The purpose of this SWO is for SCDOIT to provide COM 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 SCDOIT, 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 ISC 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 ISC is terminated, this SWO shall also terminate on the ISC termination date.
- 4. Prohibited Use of Services: COM shall not use any service provided within this SWO in a manner which SCDOIT 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: SCDOIT has the right, but not the obligation, to monitor any activity and content associated with the use of the services. SCDOIT 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 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 SCDOIT reasonably deems to be legally enforceable.
- 6. Resale of Snohomish County Services: COM shall not resell or provide free of charge any service to any third party without first entering into a contract for service with SCDOIT which permits these activities.
- 7. Designated Points of Contact and Escalation Points: SCDOIT's designated point of contact for COM to request support services, contact Service personnel, request problem status updates, and

receive problem resolutions is via the SCDOIT 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 SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3114
Networking / Telecom Supervisor (Secondary)	425-388-3998
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

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

COM Primary Contact:

Mary Thomas

(425) 263-8037

mary.thomas@mukilteowa.gov

Additional COM Staff Members:

Debbie Engnes, Finance

(425) 263-8034

debbie.engnes@mukilteowa.gov

Doug Volesky, Finance Director

(425) 263-8030

dvolesky@mukilteowa.gov

- 8. Payment for Services: SCDOIT will invoice COM 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 COM.
- 10. Pricing and Service Fees: The pricing and fee schedule for services provided by SCDOIT 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 ISC, the conflict will be resolved by giving precedence first to the ISC.

- 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 SCDOIT and COM 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 Technology at: SIS-Telecommunications@snoco.org. COM shall provide SCDOIT with a valid email address to be used by SCDOIT for communications related to this SWO and shall update that address as needed. SCDOIT shall fulfill its obligations under this SWO by providing COM with notice at the email address most recently provided by COM for use in providing notices pursuant to this SWO.

15. Responsibilities and Service Level Expectations:

a. SCDOIT Responsibilities:

- i. Provide COM's fiber vendor a termination point for a single pair of single mode fiber.
- **ii.** Provide COM one (1) unit of rack space and UPS power in SCDOIT's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COM's equipment.
- iv. Provide internet service via "Meet-Me" cabinet to COM.
- v. Provide internet service on a per-megabyte used basis billed monthly.
- vi. Provide a pooled IP address range to support COM's public IP addressing needs.
- vii. SCDOIT takes no ownership regarding the repair of COM owned equipment.
- viii. SCDOIT will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm 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 that exceeds twelve (12) hours in duration. COM can contact SCDOIT at 425-388-3378 for access to the facility.

b. COM Responsibilities

- i. Provide fiber connectivity between COM and SCDOIT data facilities.
- ii. Provide Ethernet Switching equipment for one (1) unit of rack space within SCDOIT Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- **16. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COM is unable to conduct business.
 - a. Response Time

2 Hours

- b. COM shall make contact with the SCDOIT Service Desk upon discovery of an event to notify SCDOIT of the event. The notification to the Service Desk will initiate the SCDOIT response. SCDOIT shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDOIT will schedule network operations access as necessary.
- 17. Priority Problem Response: Priority problem shall mean network impairment, or when COM is still able to conduct business but no practical workaround exists.
 - a. Response Time

3 Hours

b. COM shall make contact with the SCDOIT Service Desk upon discovery of an event to notify SCDOIT of the event. The notification to the Service Desk will initiate the SCDOIT

response. SCDOIT shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDOIT 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. COM shall make contact with the SCDOIT Service Desk to notify SCDOIT of the event. The notification to the Service Desk will initiate the SCDOIT response. SCDOIT shall respond to the incident when all other service requests of a higher priority have been answered, and SCDOIT 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:

COM Primary Contact:

Mary Thomas, IT Systems Administrator

City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275 (425) 263-8037

mary.thomas@mukilteowa.gov

SCDOIT Primary Contact:

A ------

JD Braathen, Telecom Network Engineering Supervisor

Snohomish County

Department of Information Technology 3000 Rockefeller Avenue, M/S 709

Everett, WA 98201 (425) 388-7171

Annuariad

By their signatures, SCDOIT and COM hereby acknowledge and accept the terms and conditions of this SWO.

Approved	Approved	
City of Mukilteo	Snohomish County	
Gent Hum	als	
Tennifer Gregeron	Signature	
Print or Type Name	Print or Type Name	
Mation 1.25.17	Director DOET 2/15/	17
Title Date	Title Dat	le .

Appendix A to Exhibit A- SWO COM Services List and Summary Annual Costs

SCDOIT will provide the following services at the prepaid support rate identified below. Each after-hours request has a 3-hour minimum charge at \$100.00 per hour. An additional two hundred dollars (\$200.00) perincident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. (Access to Data Center/SCDOIT Assistance after hours).

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

Network Services:

Services	Function and Identification	Qty.	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 1 Rack Unit Space, first 4 cross connects	Connectivity/Equipment hosting	1	1/1/2009	SCDOIT	\$50.00	\$50.00	\$600.00
Internet Access COM	1 Mbps via 95 th Percentile	5	1/1/2009		\$19.00	\$95.00	\$1,140.00
Administrative Fee, COM	5% Admin Fee	1	1/1/2009			\$7.25	\$87.00

SWO-001-16 - Total Recurring Charges:

\$152.25

\$1,827.00

SCDOIT reserves the right to charge \$28.00 per Mbps (via 95th percentile) and the associated 5% Administrative Fee for usage that exceeds the quantity agreed to in this SWO. This will be invoiced separately on a monthly basis should it occur.

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	SCDOIT	\$25	\$300.00

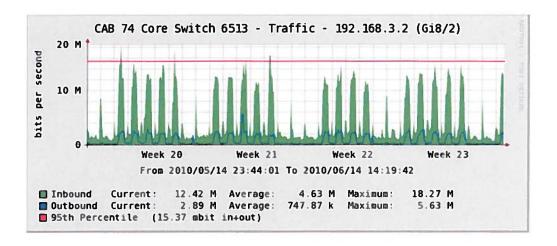
\$300.00

Method for Calculating Fees

SCDOIT uses RRDtool to graphically represent COM's bandwidth and billing operations data on a monthly recurring basis. This billing activity requires the monitoring of COM data bandwidth utilization. The scope of this monitoring expressly prohibits capture, viewing or otherwise sharing data content unless required by law.

Bandwidth data is measured from COM's activated network interface port on SCDOIT 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 on COM's co-location web service portal provided by SCDOIT. See example chart below:



Appendix B to Exhibit A – SWO Basic Services

Basic Services shall include co-location of COM 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:
Maintenance:

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

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 COM will be working during those periods, then please contact SCDOIT's Service Desk at 425-388-3378.

Network Services Infrastructure

Support Services and Maintenance

SCDOIT shall provide support services and maintenance on SCDOIT 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 SCDOIT.

Network Equipment Hosting

SCDOIT shall provide data center net equipment hosting of COM owned equipment and transports in order to access SCDOIT standard transport services: It will be incumbent on COM 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 COM.

Purchase, Delivery and Installation

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

Warranty Repair Assistance

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

Help-Desk Dispatch and Telephone Support

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

EXHIBIT A, SCDOIT/COM SWO-001-16

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

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

Basic Assistance

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

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