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CITY OF MUKILTEO  
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After recording return to

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COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Michael Crovitz

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

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

PUBLIC AGENCY: City of Mukilteo

AGENCY CONTACT PERSON: Dave Varga

ADDRESS: 11930 Cyrus Way

Mukilteo, WA 98275

TELEPHONE/ FAX: (425)388-3349/(425)388-3999

PROJECT: Information Technology Services

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

FUND SOURCE: City of Mukilteo

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

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF MUKILTEO**

**AND SNOHOMISH COUNTY**

**CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MUKILTEO AND SNOHOMISH COUNTY CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011,

Intergovernmental Services Agreement by and between SCDIS/COM

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 Mukilteo, a Washington municipal corporation (the "COM").

### **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 COM is a "public agency" as that term is defined in SCC 2.350.020(13) and RCW 39.34.020;

WHEREAS, COM 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 COM agree as follows;

1. **Scope of Information Services:**

- a. SCDIS, will provide information technology goods and information processing services to COM 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 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 COM; Providing ISP (Internet Service Provider) services.
- 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.
- C. Other functions as may be mutually agreeable;

2. **Treatment of Assets:** Computer application programs and other software systems furnished to COM 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 COM for which COM is not reimbursed by SCDIS shall remain in COM. Title to all property purchased by COM for which COM 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 COM shall, unless otherwise provided in this Agreement, or approved by SCDIS, be used only for the performance of this Agreement or SWO. The COM shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COM.

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

3. **Surrender of Property:** The COM shall surrender to SCDIS all property of SCDIS upon

completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COM all property of COM 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:** COM 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.

COM 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 COM, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COM 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 COM 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 COM under the Section 7 of this Agreement are not subject to late payment charges.

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 SCDIS under this agreement, COM 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:** COM will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COM 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 COM 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 COM.

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 COM systems and services as listed in the SWO. SCDIS will not bill COM until SCDIS has accepted service and/or system delivery responsibility. COM 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 COM shall keep all records required by this contract in accordance with statutory archival requirements.

10. **Indemnification and Hold Harmless:** Subject to the liability limitations stated in Section 11 of this Agreement, COM 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 COM's performance of this Agreement, 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 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 COM, 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 COM, 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 COM and SCDIS, including claims by COM's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COM 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 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 SCDIS or COM under the Intergovernmental Services Agreement or any SWO hereunder, even if SCDIS or COM has been advised of the possibility of such damages.
12. **Compliance with Laws:** SCDIS and COM shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract. COM 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 COM 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 provide a variety of information technology services to COM 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.

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, Everett, Washington.
17. **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.
18. **Recording:** The parties shall file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040.

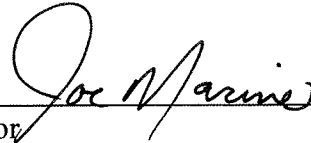
**"SCDIS"**

**SNOHOMISH COUNTY**

By:  9/28/11  
for: County Executive Date  
**GARY HAAKENS**  
**Deputy County Executive**

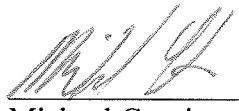
**"COM"**

**CITY OF MUKILTEO**

By:  8/11/11  
Mayor Date



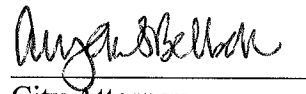
Approval Recommended:

 8/24/11

Michael Crovitz  
Snohomish County Department of Information Services

Approved as to Form Only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

 8/15/11  
\_\_\_\_\_  
City Attorney

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## Supplemental Work Order

### Fiber Connectivity between COM 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 Mukilteo, a municipal corporation of the State of Washington (COM) 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 COM. This SWO also serves as the Service Level Agreement between COM and SCDIS.

#### 1. Purpose and Scope of Work

##### **Purpose:**

SCDIS will provide COM 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 facilitate access and interconnection support of fiber connectivity provided by COM between COM's facility and SCDIS data center for the purposes stated above.

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 COM 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

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

##### **Contact Information:**

City of Mukilteo Primary Contact:

City of Mukilteo Secondary Contacts:

##### **COM Informational Escalation Points:**

#### **5. Acceptance of Work**

SCDIS will invoice COM 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 COM.

#### **6. Declined Equipment**

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

#### **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 COM or SCDIS.

## **12. Responsibilities and Service Level Expectations**

### **SCDIS Responsibilities:**

1. Provide COM's fiber vendor a termination point for a single pair of single mode fiber.
2. Provide COM 1U 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 COM's equipment.
4. Provide COM 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.

### **COM Responsibilities:**

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

SCDIS takes no ownership when it comes to the repair of COM 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 Mukilteo 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, COM 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 Mukilteo Information Technology Director

dvarga@ci.mukilteo.wa.us

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 COM hereby acknowledge and accept the terms and conditions of this SWO.

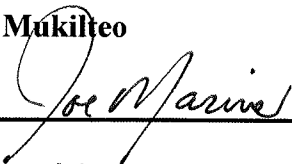
**Approved**

**Approved**

**Snohomish County**

**City of Mukilteo**

Signature



Print or Type Name

Joe Marine

Title

Mayor

Date

8/11/11

**Department of Information Services.**

Signature



Print or Type Name

MICHAEL CROUITZ

Title

DIS DIRECTOR

Date

8/24/11

## Appendix A - COM 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		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

<b>Recurring Charges:</b>	<b>\$50.00</b>	<b>\$600.00</b>
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### Optional Support Services:

Services		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**

## **Appendix B - Basic Services**

Basic Services include: Co-location of City of Mukilteo 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-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 COM owned equipment and transports in order to access SCDIS 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 COM.

#### Purchase, Delivery and Installation

COM 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 COM electronics is solely the responsibility of COM.

#### 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 COM in the restoration of SCDIS Contracted Services.

COM 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 COM and SCDIS.

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

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## Supplemental Work Order

### City of Mukilteo Internet Service

This Supplemental Work Order (SWO) is executed by the Snohomish County Department of Information Services (SCDIS) and CITY OF MUKILTEO (COM) pursuant to the terms and conditions of the Intergovernmental Agreement (IMA) dated \_\_\_\_\_ day of \_\_\_\_\_, 2011. 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 IMA. This SWO sets forth the obligations of the parties with respect to SCDIS's provision of information services to COM. This SWO also serves as the Service Level Agreement, (See Responsibilities and Service Level Expectations, section 14 of this SOW) between COM and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide to COM supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** 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.
3. **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 IMA is terminated, this SWO shall also terminate on the IMA termination date.
4. **Prohibited Use of Services:**
  - a. Customer shall not use any Service in a manner which Snohomish County reasonably determines may adversely affect Snohomish County systems, other Snohomish County customers, the integrity and operation of Snohomish County's business, or Snohomish County's ability to provide Services to other Snohomish County customers.
  - b. Snohomish County has the right, but not the obligation, to 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 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 Snohomish County reasonably deems to be legally enforceable.

- c. Snohomish County has the right, but not the obligation, to 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 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 Snohomish County reasonably deems to be legally enforceable.

5. **Resale of Snohomish County Services:** Customer 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 which permits these activities.
6. **Designated Points of Contact and Escalation Points:** SCDIS'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 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.
7. **SCDIS Contacts and Escalation Points:**

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425.388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

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

**COM Primary Contact:**

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**COM Secondary Contacts:**

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**COM Informational Escalation Points:**

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8. **Payment for Services:** SCDIS will invoice COM for these services on a yearly basis for the monthly recurring costs of the Network / Integration services and deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
9. **Declined Equipment:** \_\_\_\_\_
- 
10. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
11. **Billing and Invoicing:** Billing and invoicing will be in accordance with procedures outlined in the IMA. COM will be billed yearly for services rendered. COM will be billed in full for services rendered up to and including the date DIS receives COM's cancellation or change request.
12. **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.
13. **Conflicts between SWO and IMA:** Should any conflicts exist between any SWO and the text of IMA, the text of the IMA shall prevail.
14. **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.
15. **Notices:** Notices and other communications between Snohomish County and Customer which are required by or specified in the Contract for Service may be delivered by electronic mail. Communications related to the Contract for Service may be directed to Snohomish County at [SIS-Telecommunications@snoco.org](mailto:SIS-Telecommunications@snoco.org). Customer shall provide Snohomish County with a valid email address to be used by Snohomish County for communications related to the Contract for Service and shall update that address as needed. Snohomish County shall fulfill its obligations under the Contract for Service by providing Customer with notice at the email address most recently provided to Snohomish County by Customer for use in providing notices pursuant to the Contract for Service.

## 16. Responsibilities and Service Level Expectations

### a. SCDIS Responsibilities:

- i. Provision Internet Service via "Meet-Me" cabinet to COM.
- ii. Provide Internet service on a per megabyte basis billed monthly
- iii. Provide a pooled IP address range to support COM's public IP addressing needs
- iv. SCDIS takes no ownership when it comes to the repair of COM owned equipment, 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. Contact 425.388.3378 for access to the facility.

b. **COM Responsibilities:**

- i. Provide fiber connectivity between COM and SCDIS data facilities.
- ii. Provide Ethernet Switching equipment for 2RU rack space within SCDIS Data Center.
- iii. Maintenance of Ethernet Switching equipment.

17. **Emergency Response:** Network outage, multi-user outage/critical event, or COM is unable to conduct business.

a. ***Response Time:***

***2 Hour***

- b. 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.

18. **Priority Problem Response:** Network is impaired, COM is still able to conduct business; no practical workaround exists.

a. ***Response Time:***

***3 Hours***

- b. The primary response contact will make contact with COM'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.

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

a. ***Response Time:***

***3 Days (Maximum)***

- b. 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 three (3) business days. This category of call includes but is not limited to, training issues, minor operational issues, and minor system inconveniences.

20. **SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

Primary COM Contact:

Additional designated COM staff members:

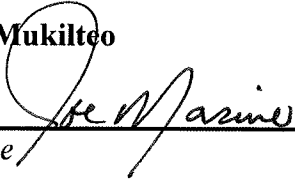
Primary SCDIS Contact:

JD Braathen 425-388-7171

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

**City of Mukilteo**

*Signature*



*Print or Type Name*

Joe Marine

*Title*

Mayor 8/11/11

*Date*

**Snohomish County**

**Department of Information Services.**

*Director, Department of Information Services*

PLS DIRECTOR

*Print or Type Name*

MICHAEL CROVITZ 8/24/11

*Title*

*Date*

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

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

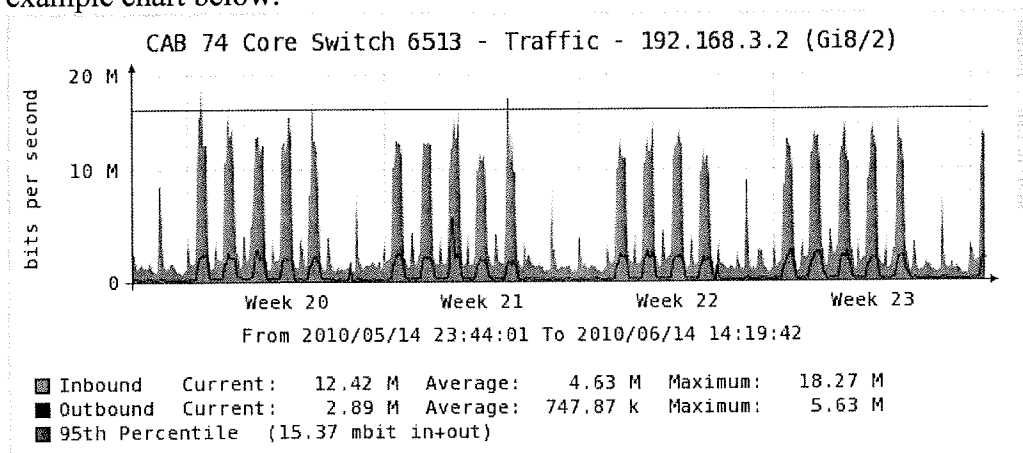
### Network Services:

Services	Function and Identification	Qty	Charge Each	Monthly Charge	Annual charge
Internet Access	1Mbps via 95 <sup>th</sup> percentile	5	\$33	\$165	\$1,980
Administrative Fee	5% Admin Fee	1	\$1.65	\$8.25	\$99

SCDIS uses RRDtool to graphically represent the customer's bandwidth and billing operations data on a monthly recurring basis.

Bandwidth data is measured from the customer's activated network interface port on SCDIS 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 (95<sup>th</sup> percent) becomes the billable utilization for the month.

These graphs will be made available on the customer's colocation web service portal provided by SCDIS. (See example chart below:



## **Appendix B to Exhibit A – SWO Basic Services**

Basic Services include: Internet Transport Services, billed on the 95<sup>th</sup> Percentile.

Hours of Service:

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

**After Hours Call Out:** Monday-Friday \*5:00PM through 8:00AM

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

**Scheduled Outage for Maintenance:** Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight are Snohomish County's regularly scheduled maintenance windows. These periods are essential to network health. If maintenance is scheduled for these periods that could impact COM's Internet service the county will notify COM two business days prior to the scheduled action.

### **Net Services Infrastructure:**

#### Support Services and Maintenance

Provide services on SCDIS owned 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 services will be owned, operated, and configured by SCDIS.*

Provide Data Center Net Equipment Hosting of COM owned equipment and transports in order to access SCDIS 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 COM.*

#### Purchase, Delivery and Installation

Snohomish County DIS will provide COM up to 32 IP addresses

#### Warranty Repair Assistance

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

### **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 COM in the restoration of SCDIS Contracted Services.



- Logging requests and trouble tickets via a web-enabled portal

COM 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 the COM and SCDIS.

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