

AMENDMENT 1 TO THE INTERGOVERNMENTAL SERVICES AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY SERVICES BETWEEN COMMUNITY TRANSIT AND SNOHOMISH COUNTY

This Amendment 1 to the Intergovernmental Services Agreement to Provide Information Technology Services between Community Transit and Snohomish County (“Amendment 1”) is entered into as of the 7th day of March, 2023 by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Community Transit, a Washington municipal corporation (“Community Transit”).

RECITALS

Whereas, the County and Community Transit entered into that certain agreement executed on September 4, 2019, entitled “Intergovernmental Services Agreement to Provide Information Technology Services” (the “Agreement”); and

Whereas, Community Transit has requested the County provide GIS Imagery Data to support Community Transit’s mapping needs; and

Whereas, Community Transit and the County have agreed to an annual fee increase of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) per year plus an administrative fee of five (5) percent for the additional GIS Support Services as shown in Appendix A to Exhibit A of amended Supplemental Work Order SWO-19-02.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Community Transit agree as follows:

1. A supplemental work order, Exhibit A Supplemental Work Order (SWO-19-02) is hereby added to the Agreement to cover service provision from execution of this Amendment No. 1 forward. The supplemental order is as attached as Exhibit A Supplemental Work Order (SWO-19-02) to this Amendment No. 1 and by this reference incorporated into the Agreement
2. Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY

Ken Klein

Digitally signed by Ken Klein
Date: 2023.03.07 10:42:11
-08'00'

Snohomish County Executive Date
Ken Klein
Executive Director

COMMUNITY TRANSIT

Ric Ilgenfritz

2/24/2023

Title Chief Executive Officer Date
Ric Ilgenfritz

COUNCIL USE ONLY	
Approved	<u>3/7/2023</u>
ECAF #	<u>2023-0197</u>
MOT/ORD	<u>Motion 23-092</u>

Exhibit A - Supplemental Work Order (SWO 19-02)

Network, Internet & GIS Support Services

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and Community Transit (“CT”) pursuant to the terms and conditions of that certain Intergovernmental Services Agreement (ISA) between Community Transit and Snohomish County to Provide Information Technology Services dated as of the 4th day of September, 2019, and subsequently amended on the _____ day of _____, 2023. 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 ISA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to CT. This SWO also serves as the Service Level Agreement, (See Responsibilities and Service Level Expectations, section 14 of this SWO) between Community Transit and SCDOIT.

- 1. Purpose:** The purpose of this SWO is for SCDOIT to provide to Community Transit information 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 items after acceptance by SCDOIT.
- 3. Term and Termination:** The term of this SWO is effective upon the date of execution by both parties and shall continue until December 9, 2024 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 ISA is terminated, this SWO shall also terminate on the ISA termination date.
- 4. Prohibited Use of Services:**
 - a.** CT shall not use any Service in a manner which Snohomish County reasonably determines may adversely affect Snohomish County 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.
 - 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.

- 5. **Resale of Snohomish County Services:** CT 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:** SCDOIT’s designated point of contact for the CT to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Help 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 SCDOIT.

SCDOIT 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	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Community Transit’s designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

CT Primary Contacts:	Mike Berman - 425-438-6101
CT Secondary Contacts:	Mark Semkiw - 425-438-2663 Calvin Howitz -425-438-6175 Alex Catlin -425-438-2733
CT Billing Contacts	Mike Berman - Mike.Berman@commtrans.org IT Billing – ITBilling@commtrans.org
CT Escalation Points:	Chief Information Officer

- 7. **Payment for Services:** the County will invoice CT for these services per Section 4, Compensation, of the Intergovernmental Services Agreement (ISA). CT will be billed in full for services rendered up to and including the date the County receives CT’s cancellation or change request.

- 8. **Declined Equipment:** Not applicable to this SWO.

- 9. Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.
- 10. Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modification which remain within the parameters of the ISA will be made through the issuance of a new SWO, which will take precedence over the original SWO.
- 11. 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.
- 12. Notices:** Notices and other communications between Snohomish County and Community Transit which are required by or specified in the Agreement for Service may be delivered by electronic mail. Communications related to the Agreement for Service may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. CT shall provide Snohomish County with a valid email address to be used by the County for communications for the ISA and shall update that address as needed. The County shall fulfill its obligations under the Agreement for Services providing CT with notice at the email address most recently provided to the County by the CT for use in providing notices pursuant to the ISA.
- 13. Responsibilities and Service Level Expectations:**
- a. SCDOIT Responsibilities:**
- i. Provide CT access to County fiber connection to Redmond Ridge.
 - ii. Provide CT with 10 GB connection to the Internet.
 - iii. Provide Internet Service via “Meet-Me” cabinet to Community Transit.
 - iv. Provide Internet service on a per megabyte basis billed monthly based upon actual usage at the current monthly rate.
 - v. Provide a pooled IP address range to support CT’s public IP addressing needs.
 - vi. Provide CT 2Us of rack space and UPS power in SCDOIT’s Data Center for an Ethernet switch.
 - vii. Provide CT access by appointment to the SCDOIT Data Center during normal business hours (M-F, 8:00 AM – 5:00 PM).
 - viii. Provide emergency access to the SCDOIT Data Center.
 - ix. SCDOIT takes no ownership regarding the repair of CT-owned equipment
 - x. SCDOIT will 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 or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.
 - xi. Upon completion of the 2022 and 2024 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will

provide Community Transit with orthogonal imagery for Community Transit's identified area of interest. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Community Transit up to ten (10) EagleView CONNEXplorer accounts based on staff names and emails provided by the City. In order to obtain the CONNEXplorer accounts and the orthogonal imagery, Community Transit shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix C to this Exhibit A Supplemental Work Order (SWO 19-02), and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNEXplorer accounts for Community Transit and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between Community Transit and EagleView.

xii. Provide hourly GIS Analyst and Senior GIS Analyst support as requested.

b. Community Transit Responsibilities:

- i. Provide fiber connectivity between CT and Snohomish County data facilities.
- ii. Provide Ethernet Switching equipment for 2RU rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Provide Snohomish County 1Gbps access to Merrill Creek Sheriff precinct via Coarse Wavelength Division Multiplexing (CWDM).
- v. Provide to County a fully executed Subdivision Agreement between Community Transit and EagleView.

14. Emergency Response: Network outage, multi-user outage/critical event, or when Community Transit is unable to conduct business.

a. Response Time:

2 Hours

- b.** The assigned primary response contact will make contact within one (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.

15. Priority Problem Response: Network is impaired, CT is still able to conduct business but no practical workaround exists.

a. Response Time:

3 Hours

- b.** The primary response contact will make contact with the CT'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.

16. 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.

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

Community Transit Primary Contact: Same as above

SCDOIT 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

SCDOIT Primary Contact – GIS Support Services Ed Whitford, GIS, Web & Data Analytics Supervisor
Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

Appendix A to Exhibit A

SWO Community Transit Services List and Summary of Annual Costs

SCDOIT will provide the following services at the prepaid support rate identified below.

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

Network Services:

Community Transit to pay one-time installation charge of \$4,600 for 10 GB connection to the Internet.

ISP Services:

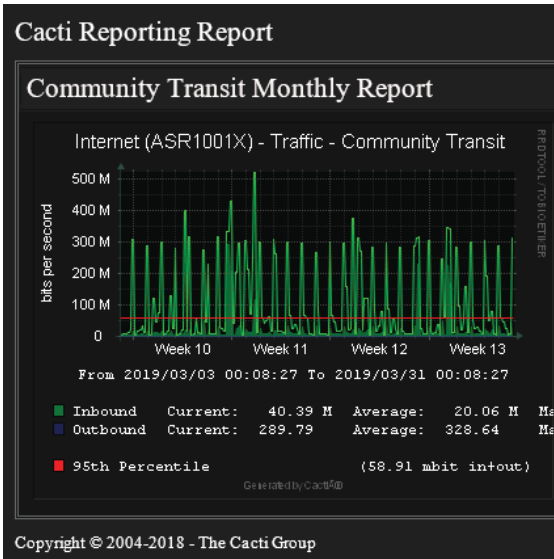
Rates					
Services	Function and Identification	Qty	Charge Each	Monthly Charge	Annual charge
Internet Access	1Mbps via 95 th percentile	100	\$10.00	\$1,000.00	\$12,000
Administrative Fee	5% Admin Fee (on all services)	1		\$50.00	\$600
IP Addressing	/27 Address Range (32 IP Addresses)	2	\$0	\$0	\$0

Internet usage to be reviewed quarterly and CT will be charged based upon actual usage at the current monthly rate.

SCDOIT 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 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 upon customer request. See example chart below:



GIS Support Services:

Services	Function and Identification	Qty (sq. miles)	Product	Per acquisition charge	Annual charge
Imagery	Imagery Data	1,559	3" and 9" AccuPlus	\$25,000.00	\$12,500.00
Administrative Fee 5%				\$1,250.00	\$625.00
			Totals:	\$26,250.00	\$13,125.00

2022 Rates	
GIS Support Service	Hourly Rate
GIS Analyst	\$87
GIS Senior Analyst	\$95

Appendix B to Exhibit A – SWO Basic Services

Basic Services include: Internet Transport Services, billed on the 95th Percentile.

Scheduled Outage for Maintenance: Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight Pacific Standard Time 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 Community Transit’s Internet Service the County will notify Community Transit two (2) business days prior to the scheduled action.

Net Services Infrastructure:

Support Services and Maintenance

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

Provide Data Center Net Equipment Hosting of Community Transit owned equipment and transports in order to access SCDOIT standard Transport Services: It will be incumbent on CT to return this service and its associated equipment to working condition upon failure. *These devices and Transports will be owned, operated and configured by Community Transit.*

Purchase, Delivery and Installation

Snohomish County DOIT will provide Community Transit up to 32 IP addresses.

Warranty Repair Assistance

Warranty and Repair of Community Transit electronics is solely the responsibility of Community Transit.

Service Desk Dispatch and Telephone Support

SCDOIT shall provide a single-point to report suspected SCDOIT problems that might involve SCDOIT 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 CT in the restoration of SCDOIT Contracted Services.
- Logging requests and trouble tickets via a web-enabled portal

Community Transit agrees to utilize this service to help ensure that requests for assistance are proactively tracked and managed consistent with County practices.

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 Community Transit and the County.

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

Appendix C to Exhibit A Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information:

Name: Community Transit
Address: 2312 W Casino Road, Everett, WA 98204
Email: ITBilling@commtrans.org
Phone: (425) 348-7100

Pictometry Licensed Projects: Snohomish County Imagery Program

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision")

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated September 20, 2019 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

- 1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized :

Signature: Ric Ilgenfritz
Name: Ric Ilgenfritz
Title: Chief Executive Officer
Date: 2/24/2023

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____