

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 /

PUBLIC AGENCY: City of Lynnwood

AGENCY CONTACT PERSON: Will Cena, Information Technology Director

ADDRESS: 19100 44th Avenue West

Lynnwood, WA 98036

TELEPHONE/FAX: 425-670-5958/ wcena@LynnwoodWA.gov

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders
Not to exceed \$50,000 for the five (5) year life
of the Agreement

FUND SOURCE: City of Lynnwood

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

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

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

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDOIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

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

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

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Lynnwood agree as follows:

1. Scope of Information Technology Services:

- a. The County 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 Lynnwood, 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 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 Lynnwood; Providing ISP (Internet Service Provider) services.

B. Administration of yet to be identified centralized support systems and services for Lynnwood where they generally promote more efficient management and utilization of such services.

C. Other functions as may be mutually agreeable.

2. Contract Maximum. All Supplemental Work Orders executed under this ILA shall not exceed an aggregate total of \$50,000.
3. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO Lynnwood BY THE COUNTY ARE FURNISHED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN AN SWO FOR SERVICE.

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

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

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

4. Surrender of Property. Lynnwood shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Lynnwood all property of Lynnwood upon completion, termination, or cancellation of this Agreement.
5. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
6. Compensation: Lynnwood may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

Lynnwood will pay County for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the 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 County and shall be effective ninety (90) days after written notice of change is provided to the Lynnwood, postage paid in the US mail.

The County will submit an invoice or advice of charge to Lynnwood annually for the service fees, or as defined in a SWO, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by Lynnwood and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of

invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWOs with balances more than ninety (90) days past due is cause for the termination of a SWO. Amounts disputed by Lynnwood under Section 7 of this Agreement are not subject to late payment charges.

7. Obligations of Lynnwood are as follows: As to all new Lynnwood acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Lynnwood 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.

Lynnwood shall make payment to County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

8. Mutual Covenants: Lynnwood will promptly notify the County in writing of issues regarding invoices, or of services which Lynnwood believes do not conform with the agreed upon terms of this Agreement 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 objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

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

processing requirements of Lynnwood.

9. County Review and Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, the County 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, the County will either accept or reject Lynnwood systems and services as listed in the SWO. The County will not invoice Lynnwood until the County has accepted service and/or system delivery responsibility. Lynnwood is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Lynnwood shall keep all records required by this contract in accordance with statutory archival requirements.
11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 12 of this Agreement, Lynnwood shall hold harmless, indemnify, and defend, at its own expense, Snohomish County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Lynnwood's performance of this Agreement, including claims by Lynnwood's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Lynnwood, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature

whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Lynnwood, its elected and appointed officials, officers, employees or agents.

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

12. Limitation of Liability: In no event will County or Lynnwood be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Lynnwood under this Agreement or any SWO hereunder, even if the County or Lynnwood has been advised of the possibility of such damages.
13. Compliance with Laws: The County and Lynnwood shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Lynnwood will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
14. Non-assignment: The County and Lynnwood shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
15. 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.

16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Lynnwood as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
18. 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.
19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
20. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”

“Lynnwood”

SNOHOMISH COUNTY

By: _____
County Executive Date

CITY OF LYNNWOOD

DocuSigned by:
Will Cena 12/2/2020
By: _____
Will Cena Date
Information Technology Director

Approved as to Form Only:

Deputy Prosecuting Attorney Date

Approved as to indemnification provisions:

Risk Management Date

Recommended for Approval:

Viggo Forde, Director Date
Snohomish County Department of Information Technology

Exhibit A - Supplemental Work Order (SWO 20-01)

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 City of Lynnwood (“Lynnwood”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Lynnwood and Snohomish County to Provide Information Services dated as of 12/2/2020. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to Lynnwood. This SWO also serves as the Service Level Agreement, (See Section 6 Responsibilities, and Service Level Response Table of this SWO) between Lynnwood and SCDOIT.

- 1. Purpose:** The purpose of this SWO is for SCDOIT to provide to Lynnwood 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 for five years 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 ILA is terminated, this SWO shall also terminate on the ILA termination date.
- 4. Prohibited Use of Services:**
 - a.** Lynnwood shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b.** By executing this SOW, Lynnwood acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement .

- 5. **Resale of Snohomish County Services:** Lynnwood shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.

- 6. **Service Levels and Designated Points of Contact and Escalation Points:** SCDOIT’s designated point of contact for Lynnwood 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 |

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

| | |
|------------------------------|---|
| Lynnwood Primary Contacts: | Will Cena, Information Technology Director 425-670-5958 wcena@lynnwoodwa.gov |
| Lynnwood Secondary Contacts: | Robert Bartram, IT Applications Support Manager 425-670-5967 rbartram@lynnwoodwa.gov |
| Lynnwood Billing Contacts | Will Cena, wcena@lynnwoodwa.gov Shamim Gadiwalla, sgadiwalla@lynnwoodwa.gov |

Service Level Response Table

| Response Level | Condition | Response Time | Escalation Path |
|----------------------------------|---|---------------|--|
| Emergency Response | Network outage, multi-user outage/ critical event, or when Lynnwood is unable to conduct business. | 2 hours | SCDOIT's 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. |
| Priority Problem Response | Network is impaired, Lynnwood is still able to conduct business, but no practical workaround exists. | 3 Hours | SCDOIT's primary response contact will make contact with Lynnwood's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary. |
| Routine Response | User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists. | 3 Days | SCDOIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences. |

7. **Payment for Services:** The County will invoice Lynnwood for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). Lynnwood will be billed in full for Services rendered up to and including the date the County receives Lynnwood's cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of the City of Lynnwood.
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. Modifications which remain within the IIA Contract Maximum 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 Lynnwood where delivery is not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Lynnwood shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Lynnwood with notice at the email address most recently provided to the County by Lynnwood for use in providing notices pursuant to the ILA.

13. Responsibilities:

a. SCDOIT Responsibilities:

- i. Provide Lynnwood's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide Lynnwood 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 Lynnwood's equipment.
- iv. Configure, maintain, provide warranty and repair all County-owned equipment and transports
- v. SCDOIT takes no ownership regarding the repair of Lynnwood-owned equipment.
- vi. IT Service Desk (425-388-3378) will serve as initial point of contact for suspected problems or to request Data Center access.
 1. In the event SCDOIT determines a request for assistance is outside the scope of this SWO, SCDOIT will work with the Lynnwood to develop and recommend approaches to meet Lynnwood requirements.
- vii. 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.

b. City of Lynnwood Responsibilities:

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

14. Scheduled Maintenance: Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Lynnwood two (2) business days prior to the scheduled action.

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

Lynnwood Primary Contact:

City of Lynnwood
Will Cena, Information Technology Director
19100 44th Avenue West
Lynnwood, WA 98036
425-670-5958

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

Signature Page Follows

By their signatures, County and City of Lynnwood hereby acknowledge and accept the terms and conditions of this SWO.

Approved

City of Lynnwood

DocuSigned by:
Will Cena
Signature
Will Cena
Print or Type Name
Information Technology Director 12/2/2020
Title Date

Approved

Snohomish County

Snohomish County Executive
Print or Type Name
Executive Director
Title Date

Appendix A to Exhibit A

SWO City of Lynnwood 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 Network Equipment Hosting service.

Network Services:

| 2020 Rates | | | | | |
|--|---------------------------------------|-----------------|----------------|----------------|-----------------|
| Services | Function and Identification | Activation Date | Charge Each | Monthly Charge | Annual charge |
| Network Equipment Hosting 1 Rack Unit Space, first 4 cross connects | Connectivity/ Equipment Hosting | 07/01/2009 | | \$50.00 | \$600.00 |
| Administrative fees 5% | | | | \$2.50 | \$30.00 |
| | | | Totals: | \$52.50 | \$630.00 |

Optional Support Services:

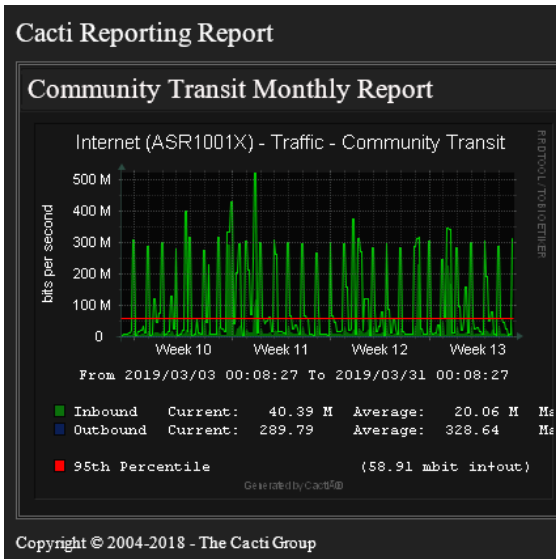
| Services | Owner | Function and Identification | Qty | Date of Activation | LOC | Monthly Charge | Annual charge |
|---------------------------|-------|-----------------------------|-----|--------------------|-------|----------------|---------------|
| Additional Cross Connects | | Cross Connects | | 1/1/2009 | SCDIS | \$25.00 | |
| Administrative fees 5% | | | | | | \$1.25 | |

Internet usage to be reviewed quarterly and Lynnwood will be billed on the 95th percentile.

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) | Rate | Product | Per acquisition charge | Annual charge |
|-----------------------|-----------------------------|-----------------|---------------|----------------|------------------------|---------------|
| Imagery | Imagery Data | | \$300/sq.mile | 3" AccuPlus | \$ | \$ |
| Administrative Fee 5% | | | | | \$ | \$ |
| | | | | Totals: | \$ | \$ |

Imagery Sharing – EagleView Regional Aerial Imagery

| 2020 Imagery Program Rates | |
|--------------------------------|------------------|
| EagleView (Pictometry) Product | Square Mile Cost |
| 3 Inch AccuPlus | \$300 |
| 9 Inch AccuPlus | \$60 |