

**AMENDMENT 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LYNNWOOD AND SNOHOMISH COUNTY TO PROVIDE INFORMATION
SERVICES**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD AND SNOHOMISH COUNTY TO PROVIDE INFORMATION SERVICES (“Amendment 1”) is entered into as of the 1st day of June, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Lynnwood, a Washington municipal corporation (“Lynnwood”).

RECITALS

- A. Whereas, the County and Lynnwood entered into that certain agreement executed on December 10, 2020, entitled “Interlocal Agreement Between the City of Lynnwood and Snohomish County to Provide Information Services” (the “Agreement”); and
- B. Whereas, the “not to exceed” amount of the Agreement over the five year contract term was stated at Fifty Thousand Dollars (\$50,000.00); and
- C. Whereas, Lynnwood has requested the County provide Washington State Inter-Governmental Network (IGN) Access to support Administrative Office of the Courts (AOC) Access.
- D. Whereas, Lynnwood and the County have agreed to a monthly fee increase of \$150.00 per month plus an administrative fee of 5% for State IGN Access as shown in Appendix A to Exhibit A of amended Supplemental Work Order SWO-20-1.

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 the City of Lynnwood agree as follows:

- 1. Exhibit A, SWO-20-1 is hereby amended, as attached as Exhibit A to this Amendment.

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

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Snohomish County Executive _____ Date

CITY OF LYNNWOOD

 _____ Jun 2, 2022

Wil Cena _____ Date
IT Director

RECOMMENDED FOR APPROVAL

Director, _____ Date
Department of Information Services

COUNCIL USE ONLY	
Approved	<u>6/29/2022</u>
ECAF #	<u>2022-0488</u>
MOT/ORD	<u>Motion 22-264</u>

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 _____, 20___. 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 Service Levels and Designated Points of Contact and Escalation Points: 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 and shall continue until December 10, 2025 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, IT 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 ILA 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, IT 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

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
State IGN Access	Connectivity	6/1/2022		\$150.00	\$1,800.00
Administrative fees 5%				\$10.00	\$120.00
Totals:				\$210.00	\$2,520.00

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	

Washington State Inter-Governmental Network (IGN) Access. This connection will support Administrative Office of the Courts (AOC) access.

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

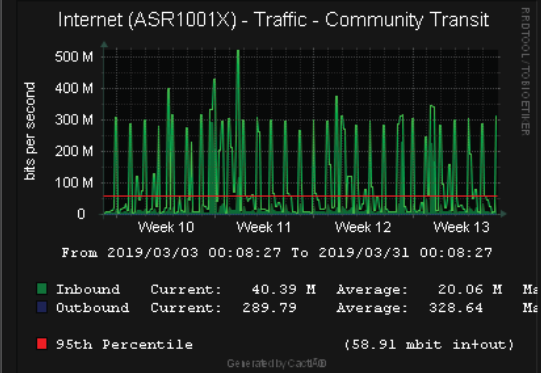
SCDOIT uses RRDtool to graphically represent the customer's bandwidth and billing operations data on a monthly recurring basis.

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:

Cacti Reporting Report

Community Transit Monthly Report



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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