

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 / viggo.forde@snoco.org

PUBLIC CITY LIGHT: The City of Seattle by and through its City Light Department

CITY LIGHT CONTACT PERSON: Ciarán McGee, Senior Management System Analyst

ADDRESS: 700 5th Avenue, Suite 3316
Seattle, WA 98104

TELEPHONE/EMAIL: (206) 707-3335 / ciaran.mcgee@seattle.gov

PROJECT: Information Technology Services

AMOUNT: \$26,250.00

FUND SOURCE: The City of Seattle by and through its City Light Department

CONTRACT DURATION: Contract execution through
December 31, 2027

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE BY AND THROUGH
ITS CITY LIGHT DEPARTMENT 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 “SCIT”) and The City of Seattle by and through its City Light Department (hereinafter “City Light”) for the purpose of SCIT providing information technology services to City Light.

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 SCIT to provide for information services, information processing, software and purchased information services to public agencies and cash-on-delivery customers; and

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

WHEREAS, City Light 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 City Light agree as follows:

1. Scope of Information Technology Services:

a. The County will provide information technology goods and information processing services as agreed upon in Work Order (WO). Each WO shall be executed by the County Executive, or designee, and an authorized agent for City Light, and subject to the general terms and conditions of this Agreement. Each WO 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. Provide Orthoimagery through Snohomish County’s agreement with EagleView (Pictometry International Corp.);

B. Provide hourly Geographic Information Systems as requested by City Light.

2. Contract Maximum: All Work Orders executed under this ILA shall not exceed an aggregate total of \$26,250.00.

3. TREATMENT OF ASSETS: COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO CITY LIGHT 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 A WO FOR SERVICE.

City Light Data: “City Light Data” means the data provided or input by or on behalf of City Light, and User or Affiliate of City Light or any authorized Third-Party User for use with the services. City Light shall own all rights, title and interest in and be completely responsible for the City Light Data, which shall never be deemed to be property of the County, even if delivered or incorporated therewith into any custom software or service provided by the County. The County shall have no responsibility whatsoever for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of City Light Data, and the County shall not review, monitor or check the City Light Data except as necessary to provide the service to City Light. The County shall not be responsible for, or

liable, in any way, for the deletion, destruction, damage, breach or loss of any City Light Data through no fault of the County or its providers.

Property: Title to all property furnished by the County shall remain in the County. Title to all property purchased by City Light for which City Light is not reimbursed by the County shall remain the property of City Light. Title to all property purchased by City Light for which City Light 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 WO or this Agreement.

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

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

Surrender of Property: City Light shall surrender to County all property belonging to County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to City Light all property of City Light upon completion, termination, or cancellation of this Agreement.

4. **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 through December 31, 2027 unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. **Compensation:** At no additional cost to City Light, City Light 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 WO developed from initial estimates or quotations.

City Light will pay County for services provided hereunder and as set out in WOs.

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 WO provides otherwise. Rate and Fee schedules are subject to change. The most current rate and fee schedule supersedes and replaces all previous published rate and fee schedules.

The County will submit an invoice or advice of charge to City Light annually in advance. Payment is due in full 30 days after receipt of the invoice by City Light and becomes delinquent sixty (60) 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. If City Light fails to pay a WO invoice more than ninety (90) days past due, and fails to cure the same within 5 days written notice of the County, the County may terminate this Agreement or an applicable WO. Amounts disputed by City Light under Section 8 of this Agreement are not subject to late payment charges.

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

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

7. Mutual Covenants: City Light will promptly notify the County in writing of issues regarding invoices, or of services which City Light believes do not conform with the agreed upon terms of this Agreement and/or WO, 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.

Except as set forth in Section 5 of this Agreement, the parties shall attempt to resolve any issues arising under this Agreement and/or any applicable WO 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 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 City Light during the term of this Agreement.

8. County Review and Approval: Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, 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 WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject City Light's systems and services as listed in the WO. The County will not invoice City Light until the County has accepted service and/or system delivery responsibility, and the WO has been approved per Section 1 of this Agreement. City Light is not required to pay for services or systems until the County 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. County and City Light shall keep all records required by this Agreement in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, City Light shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of City Light's collection, disclosure, maintenance, use or the breach of City Light Data, or its performance of this Agreement, including claims by City Light'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 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense City Light, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, except loss for data breach, 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 City Light, 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 City Light and County, including claims by City Light's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of City Light 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.

11. Limitation of Liability: In no event will County or City Light 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 City Light under this Agreement or any WO hereunder, even if the County or City Light has been advised of the possibility of such damages. IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY STATUTORY OBLIGATIONS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO BREACH AND/OR LOSS OF DATA NOT CAUSED BY THE COUNTY, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE COUNTY UNDER THIS AGREEMENT OR ANY SUPPLEMENTAL WORK ORDER HEREUNDER, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICES, LOSS OF THE SERVICES, OR ANY OTHER LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTION SUCH DATA OR CLAIMS BY THIRD

PARTIES.

12. Insurance:

12.1 City Light may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 48.62 RCW, which shall provide liability coverage for the liabilities contractually assumed. By City Light in this Agreement. **OR**

12.2

a. City Light shall maintain continuously for the duration of this Agreement the following insurance minimum limits of liability and meet the requirements below:

(i) **Commercial General Liability** written on an occurrence form at least as broad as ISO CG 00 01 with minimum limits of liability of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal/Advertising Injury Liability, \$1,000,000 Damage to Premises, \$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability;

(ii) **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

b. Insurance Provisions and Requirements.

1. The insurance coverages required in this Agreement for all liability policies except Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of City Light in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

(ii) City Light’s insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

12.3.

a. The deductible and/or self-insured retention of the policies shall not limit or apply to City Light’s liability to the County and shall be the sole responsibility of City Light.

b. City Light’s maintenance of insurance or self-insurance as required by this Agreement shall not be construed to limit the liability of City Light to the coverage provided by such insurance, or otherwise limit the County’s recourse to any remedy available at law or in

equity.

- c. The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by City Light under this Agreement.
 - d. City Light shall ensure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.
13. Compliance with Laws: The County and City Light shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement. City Light will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services, including but not limited to ensuring all users complete annual cyber security training.
 14. Non-assignment: The County and City Light 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 WO 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 City Light as needed through December 31, 2027. WOs 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 Agreement 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.
21. Public Records: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of City Light are needed for the County to respond to a request under the Act, as determined by the County, City Light agrees to make them promptly available to the County. If City Light considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, City Light shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by City Light and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify City Light (a) of the request and (b) of the date that such information will be released to the requester unless City Light obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If City Light fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. To the extent that public records then in the custody of the County are needed for City Light to respond to a request under the Act, as determined by City Light, the County agrees to make them promptly available to City Light. If the County considers any portion of any record provided to City Light under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the County shall clearly identify any specific information that it claims to be confidential or proprietary. If City Light receives a request under the Act to inspect or copy the information so identified by the County and City Light determines that release of the information is required by the Act or otherwise appropriate, City Light’s sole obligations shall be to notify the County (a) of the request and (b) of the date that such information will be released to the requester unless the County obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order enjoining disclosure, City Light will release the requested information on the date specified.

Neither the County nor City Light has, and by this section assumes, any obligation on behalf of the other party to claim any exemption from disclosure under the Act. Each party shall not be liable to the other for releasing records not clearly identified as confidential or proprietary. Neither party shall be liable to the other for any records that it releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

22. Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.


City Light shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by City Light of City Light's compliance with the requirements of Chapter 2.460 SCC. If City Light is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect City Light's obligations under other federal, state, or local laws against discrimination.

- 23. Authorization: Each individual executing this Agreement represents that he/she has been duly authorized to do so on behalf of the party by the governing body as required under RCW 39.34.030(2).
- 24. Prior Agreements: Any and all prior agreements of the parties related to the same subject matter as this Agreement shall be replaced and superseded by this Agreement.

“County”
SNOHOMISH COUNTY

“City Light”
THE CITY OF SEATTLE BY AND
THROUGH ITS CITY LIGHT
DEPARTMENT

By: _____
County Executive Director Date

By:  _____
Title: Skagit License Manager Date

Approved only as to form:

Deputy Prosecuting Attorney Date

Approved as to indemnification provisions:

Rousseau, Stephanie  Digitally signed by Rousseau,
Stephanie
Date: 2026.03.31 08:05:32 -05'00'

Risk Management Date

Exhibit A – Work Order (WO 26-01)

GIS Support Services

This Work Order (WO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCIT”) and The City of Seattle by and through its City Light Department (“City Light”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between City Light and Snohomish County to Provide Information Services effective upon signature by both parties. 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 WO sets forth the obligations of the parties with respect to SCIT’s provision of information services to City Light. This WO also serves as the Service Level Agreement, (See Section 9 Service Levels and Designated Points of Contact and Escalation Points Table of this WO) between City Light and SCIT.

- 1. Purpose:** The purpose of this WO is for SCIT to provide to City Light information services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this WO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCIT.
- 3. Rates and Adjustments:** Rates under this WO shall be updated annually by the County, with counts and rate cost data negotiated as part of Snohomish County’s annual budget and service rate model. As required, County, in conjunction with City Light, will perform inventories of all equipment, standard desktop software licenses, and services covered under this WO and the inventories will be adjusted as necessary. The County will invoice City Light based on these inventories unless additional equipment or services are added or deleted, in which case cost adjustments may occur.
- 4. Payment for Services:** County will invoice City Light for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). City Light will be billed in full for Services rendered up to and including the date County receives City Light’s cancellation or change request.
- 5. Term and Termination:** The term of this WO is effective upon the date of execution by both parties unless terminated upon written notification to the other party. Either party may terminate this WO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this WO shall also terminate on the ILA termination date.
- 6. GIS Term, Termination, Payment:** If the County’s agreement with the GIS provider is terminated or otherwise not renewed, the GIS services provided to the City Light under this ILA shall terminate on the same day. In all other cases, the County shall provide a minimum of sixty (60) days written notice prior to termination of GIS services to the City Light. If the City Light is invoiced by the County for services in advance on an annual basis and GIS services are terminated at a time other than at annual renewal, the City Light may elect to 1)

receive a discount for the next annual invoice in the amount of the unused portion of pre-paid GIS services or, 2) receive a refund for the unused portion of pre-paid GIS services.

7. Prohibited Use of Services:

- a. City Light 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 WO, City Light 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.

8. Resale of Snohomish County Services: City Light 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.

9. Service Levels and Designated Points of Contact and Escalation Points: SCIT’s designated point of contact for City Light to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCIT 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 SCIT.

SCIT 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
Infrastructure & Security Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

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

City Light Primary Contact: Ciarán McGee, Senior Management System Analyst
(206) 386-1115

Ciaran.mcgee@seattle.gov

City Light Secondary Contact: Kathryn Mork, Management System Analyst
Phone (206) 684-3526
Kathryn.mork@seattle.gov

City Light Billing Contact: Lisa Shelton, AP Manager
(206) 684-3563
Lisa.shelton@seattle.gov

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when City Light is unable to conduct business.	2 hours	SCIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Help Desk or Management. If contact is not made within 2 hours 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, City Light is still able to conduct business, but no practical workaround exists.	3 Hours	SCIT's primary response contact will make contact with City Light'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	SCIT'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.

10. Declined Equipment: No equipment is provided by this WO. All equipment maintenance is the responsibility of City Light.

11. Pricing and Service Fees: The pricing and fee schedule for services provided by SCIT are outlined in Appendix A of this WO.

12. Modifications / Changes: Services may be modified at any time upon mutual written agreement of the parties. Modifications that remain within the ILA Contract Maximum will be made through the issuance of a new WO, which will take precedence over the original WO.

13. Assignment: Neither party shall assign any of the rights, duties, or obligations covered by this WO without the prior express written request and consent of each party.

14. Notices: Notices and other communications between Snohomish County and City Light 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. City Light 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 City Light with notice at the email address most recently provided to the County by City Light for use in providing notices pursuant to the ILA.

15. Responsibilities:

a. SCIT Responsibilities:

- i. Provide services listed in Appendix A.
- ii. Configure, maintain, provide warranty and repair all County-owned equipment and transports.
- iii. Provide IT Service Desk (425-388-3378) as initial point of contact for suspected problems or to request Data Center access.
- iv. In the event SCIT determines a request for assistance is outside the scope of this WO, SCIT will work with the City Light to develop and recommend approaches to meet City Light requirements.
- v. SCIT takes no ownership regarding the repair of City Light owned equipment.
- vi. Provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm Pacific Time, Monday through Friday, excluding holidays. Access to Network Operations Center after hours will result in an additional per-incident fee as detailed in Appendix A to Exhibit A. Contact 425-388-3378 for access to the facility.
- vii. Upon completion of the 2026 EagleView regional aerial imagery acquisition project and receipt of imagery by County, County will provide City Light with orthogonal imagery for City Light's identified area of interest, which includes aerial imagery within County limits. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to City Light up to ten (10) EagleView CONNECTExplorer accounts based on staff names and emails provided by the City Light. In order to obtain the CONNECTExplorer accounts and the orthogonal imagery, City Light shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix B to Exhibit A and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNECTExplorer accounts for City Light and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between City Light and EagleView.

b. City Light Responsibilities:

- i. Provide fiber connectivity between City Light and County data facilities.
- ii. Provide to County a fully executed Subdivision Agreement between City Light and EagleView.

16. Scheduled Maintenance: Each Saturday between 12:00 am and 12:00 pm and Wednesday between 5:30 pm and 12:00 am Pacific Time 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 City Light two (2) business days prior to the scheduled action.

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

City Light Primary Contact: Ciarán McGee, Senior Management System Analyst
The City of Seattle by and through its City Light
Department
700 5th Avenue, Suite 3316
Seattle, WA 98104
(206) 707-3335

SCIT Primary Contact: JD Braathen, Systems & Network Engineering
Supervisor
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

SCIT Primary Contact: GIS Ed Whitford, GIS & Data Supervisor
Support Services Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

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

Approved

Approved

**The City of Seattle by and through its
City Light Department**

Snohomish County



Signature

Snohomish County Executive Director

Andrew Bearlin

Print or Type Name

Print or Type Name

Skagit License Manager

Title

Date

Title

Date

Appendix A to Exhibit A Work Order Services and Summary of Costs

SCIT 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.

SCIT SERVICES AND RATES			
Service	2026 Annual Rate	Metric	2026 Annual Fee
GIS Services	\$166/FTE	# FTE	\$0
Imagery Data 3" and 9" AccuPlus		1,559 sq miles	\$25,000.00
5% Imagery Administrative Fee	5% of total	\$25,000 \$ x 0.05	\$1,250.00
GEOGRAPHIC INFORMATION SERVICES TOTAL			\$26,250.00

PER USE BILLABLE SUPPORT SERVICES

Service	2026 Annual Rate
After-Hours Access to Network Equipment Includes 5% Administrative Fee	\$100.00/hour
GIS Analyst Direct Support	\$87.00/hour
Senior GIS Analyst Direct Support	\$95.00/hour

Support Services:

Each after-hours request to access the Data Center has an hourly fee of \$100, with a three-hour minimum charge. The hourly fee will be assessed for each major portion of an hour that access is needed, until the earlier of either 1) the incident resolution, or 2) resuming of County normal business hours. Once the after-hours access has exceeded twelve hours in duration, an additional \$200 flat fee will be assessed. After-hours access that exceeds 12 hours in duration will continue to incur a \$100 per hour fee.

Additional hardware and software requested by City Light may be acquired by the County under this Agreement, and the actual costs will be passed along to City Light on their monthly invoice following County payment for goods and/or services.

Per the SCIT enterprise service model adopted by Snohomish County for all central IT services, the definition of the services are detailed in the 2024 IT Service catalog, located here: <https://snohomishcountywa.gov/DocumentCenter/View/113063>

Appendix B to Exhibit A
Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information:

Name: _____

Address: _____

Email: _____

Phone: _____

Pictometry Licensed Projects: _____

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 _____ (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 Subdivision

Signature: _____

Name: _____

Title: _____

Date: _____

Pictometry International Corp.

Signature: _____

Name: _____

Title: _____

Date: _____

Seattle City Light 2026 ILA with WO AATF

Final Audit Report

2026-03-30

Created:	2026-03-27 (Pacific Daylight Time)
By:	Ciaran McGee (ciaran.mcgee@seattle.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATImS2umcfV9vWktEpzAMmZx-GMCMV0xc9

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-  Document created by Ciaran McGee (ciaran.mcgee@seattle.gov)
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-  Document emailed to Andrew Bearlin (Andrew.Bearlin@seattle.gov) for signature
2026-03-27 - 10:33:33 AM PDT
-  Agreement viewed by Andrew Bearlin (Andrew.Bearlin@seattle.gov)
2026-03-30 - 10:38:19 AM PDT- IP address: 174.165.16.214
-  Document e-signed by Andrew Bearlin (Andrew.Bearlin@seattle.gov)
Signature Date: 2026-03-30 - 10:39:13 AM PDT - Time Source: server- IP address: 174.165.16.214
-  Agreement completed.
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