

CONSULTANT: Aalta, LLC
CONTACT PERSON: S. Daniah Tajudeen
ADDRESS: 6501 36th Ave NE
Seattle WA 98115
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 45-2031047/603-109-803
TELEPHONE/EMAIL: 206-519-7526/daniah@aalta.io
COUNTY DEPT: Information Technology
DEPT. CONTACT PERSON: Matt Crisler, Applications Manager
TELEPHONE/EMAIL: 425-388-3162/Matt.Crisler@snoco.org
PROJECT: Database Administration Services
AMOUNT: NTE \$225,000.00
FUND SOURCE: 505 514 8__ 4101
CONTRACT DURATION: Execution through two years,
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Aalta, LLC, a limited liability company (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide database administration services to support Snohomish County software applications. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 44-18SB, Database Administration Services.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution (the "Effective Date") and shall terminate upon two years from execution, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. Pricing shall remain firm-fixed for the first year of the Agreement, and annual increases in years 2-5 shall not exceed 3%. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than two years from the effective date, PROVIDED, HOWEVER, that the County's obligations after December 31, 2019, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as specified in Schedule B Compensation.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. On a monthly basis, the Contractor shall submit to the County a properly executed invoice indicating that all of the monthly work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$225,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as

to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Matt Crisler
Title: Applications Manager
Department: Information Technology
Telephone: (425) 388-3162
Email: <Matt.Crisler@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the

County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor

shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the

Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00;

(v) Professional Liability: \$1,000,000.00.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and 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 the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor'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.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County 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.

The Contractor 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 the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable

federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and

corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Information Technology
3000 Rockefeller MS 709
Everett, Washington 98201
Attention: Pamela Kane
 Contract Specialist, Sr.

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor:

 Attention: S. Daniah Tajudeen
 Aalta LLC
 6501 36th Ave NE
 Seattle WA 98115

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. 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 the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor 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, the Contractor 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 the Contractor 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 the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. 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.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

[Signature] 12/12/19 for
County Executive Date
KEN KLEIN
Executive Director

Approved as to insurance
and indemnification provisions:

[Signature] 10/16/19
Risk Management Date

Approved as to form only:

[Signature] 10/1/2019
Deputy Prosecuting Attorney Date

Aalta, LLC:
[Signature]
10/14/2019 Date
S. Daniel Tejular, CEO

Approved as to form only:

N/A
Legal Counsel (to the Contractor) Date

COUNCIL USE ONLY	
DEC 11 2019	
Approved _____	
Docfile _____	D-13

Schedule A
Scope of Services
Database Administration Managed Services

Aalta, LLC, will provide administration and support for Snohomish County's (County) enterprise-wide Microsoft SQL (SQL) and Oracle database environments. Services shall include database servers, Data Base Management-Systems (DBMS), and databases utilized by County Enterprise, Business, Geographic Information Systems (GIS), and Custom systems.

The Aalta database managed services team will be responsible for the administration of the database systems, ensuring current and appropriate patch levels and software releases are installed, and performing other administrative tasks associated with managing the County database environment.

The County's database systems are required to be available and operational 24 hours per day, 7 days per week, 365 days per year (24x7/365). The Aalta database managed services team will be responsible for monitoring and supporting the database systems 24x7/365 with qualified database administrators to meet this requirement. Contractor's support services shall conform to Schedule C, "Aalta Standard Service Level Agreement."

24x7/365 Requirements

1. Aalta shall provide database monitoring, review and support for the following County database environments and associated maintenance jobs (Appendix E) and scheduled tasks (Appendix F):
 - a. Microsoft SQL Database
 - i. 2008 / SQL Server 2012 & 2016 Standard Edition and Enterprise on SQL cluster
 - ii. 45+ instances of SQL Server Cluster and standalone
 - b. GIS Microsoft SQL Database
 - i. 10 Production Esri SDE Version 10.5.1 environments
 - ii. 5 Development Esri SDE Version 10.5.1 environments
 - c. Oracle Database
 - i. 9 Production Oracle 12c Standard, RH Linux database environments
 - ii. 9 development Oracle 12c Standard, RH Linux database environments
 - iii. 2 Production Oracle 11gR3 Enterprise, Windows 64bit
 - iv. 4 Development and Test Oracle 11gR3 Enterprise, Windows 64bit
 - d. Middle Tier technologies including but not limited to ArcSDE, JBoss, Oracle WebLogic, Apache and Tomcat

Quarterly Requirements

1. Aalta shall research, notify and coordinate with the County to apply quarterly security patch releases to the development, test, and production database environments. No patch shall be applied without both Aalta and the County's approval.
2. Aalta shall provide an in-depth review of specific database administration functions to ensure that people, processes, technology, and security are working at baseline levels, and make recommendations for improvement. Aalta shall coordinate with County staff to perform the review and provide a report of the findings.

As Needed or Requested Requirements Included in the Monthly Service Fees

1. Aalta shall perform database releases, data migrations, and upgrades (e.g. SQL 2008 to SQL 2016), depending on the work requested by the County. This work, whether a database release, data migration or an upgrade, shall include development, test, and production environments. County staff will request this work as needed, and Aalta staff shall coordinate with the County to perform, test, and release this work into the corresponding environment.
2. Aalta shall provide database clones from production to development or test environments upon request by the County. Aalta staff shall coordinate with the County to perform the work. The County estimates that requests for this work will be 4-5 weekly for SQL databases, with an estimated run time of 10-15 minutes each.
3. Aalta shall monitor the County's database systems and ensure software releases and patches (enhancement, bug fix, security, etc.) for all databases are appropriate and current.
4. Aalta shall coordinate database business rules and database configuration changes ensuring any changes that affect the County's database systems are communicated to and coordinated with the County.
5. Aalta shall identify database changes and consult with the County as needed to implement the changes and estimate the effort required to make the changes.
6. Aalta shall tune and test the County's database systems as needed and/or upon request by the County to fix reported bugs, implement changes, and implement enhancements based on prioritization and approval by the County.
7. Aalta shall report bugs, outages, security issues, or other signs of trouble to the County as agreed upon in Schedule B, "Aalta Standard Service Level Agreement".
8. Aalta shall provide database system fault diagnosis and troubleshooting.
9. In coordination with County staff, Aalta shall ensure compliance with current County database backup and restore procedures.
10. County staff shall perform routine database backups. Aalta staff shall monitor and verify that the County's database backup jobs were successful and that the backups are valid.
11. Aalta shall provide configuration, installation and other support tasks tailored to the County's unique database environment. This includes customized deployment procedures, refresh methodologies, failover and replication routines that require focused attention beyond rudimentary support tasks. The County will notify Aalta of upcoming events.
12. Aalta shall create and run regression tests on each database release and report any errors found to the County.
13. Aalta shall perform maintenance and support of the County's integration services (SSIS)
14. Aalta shall perform maintenance and support of the County's analysis services (SSAS)
15. Aalta shall perform maintenance and support of high volume reporting services (SSRS)
16. Aalta shall, upon request from the County, deprovision old databases, implement new databases, set up and configure database servers for new software applications, add new users, remove users, create new or remove old SSIS, SSAS & SSRS (packages, reports, etc.), create new or remove old database jobs (Appendix E) or scheduled tasks (Appendix F), etc.

Conditional Requirements Included in Monthly Service Fees

1. Aalta support shall be provided remotely via Citrix. The County shall provision user accounts (VENnnn; nnn represents Aalta employee initials) with Aalta identified as the company name in active directory for each approved Aalta employee working in the County's database environment.
2. Aalta shall maintain and make available to the County a list of Aalta employees with access to the County database environment (Appendix C). Aalta shall inform the County in writing, at the time of separation for any Aalta employee who is no longer employed at Aalta, or within 24 hours for any employee changing job responsibilities within Aalta, of any Aalta personnel that are removed from the Aalta list. The County shall deprovision any removed Aalta employee user accounts within one business day of this notification.
3. Aalta's support team shall be comprised of U.S.-based resources only.
4. Aalta shall accommodate the County's existing weekly maintenance windows on Wednesday evening - Thursday morning between 5:00 PM- 5:00 AM Pacific Time Zone and Saturday mornings from 6:00 AM - 12:00 PM Pacific Time Zone to perform regular database environment maintenance.
5. Aalta shall, upon request from the County, remotely participate in County weekly Change Control Board meetings.
6. Aalta shall sign a Business Associates Agreement to ensure compliance with the Health Insurance Portability Accountability Act (HIPAA) regulations.
7. Aalta shall comply with the Criminal Justice Information Services (CJIS) Security Policy of the US Federal Bureau of Investigation (FBI) and sign CJIS security agreements, including allowing or performing any required employee background checks according to the CJIS policy, and completing online CJIS training and certification.
8. Aalta shall coordinate with the County to ensure all staff working in the County database environment are CJIS certified.
9. The County shall provide Aalta any relevant County policies and procedures. Aalta employees shall abide by County provided policies and procedures.
10. The County shall maintain and make available to Aalta a list of County staff members who will be authorized to request work as defined in Appendix A. The County shall inform Aalta in writing, at the time of separation, for any County employee who is no longer employed at County, or within 24 hours for any employee changing job responsibilities within County, that are removed from the County authorized requestor list. Aalta shall deprovision any removed County authorized requestor accounts within one business day of this notification.
11. Authorized requestors shall be classified by the County and have specific roles as defined in Appendix A. Classifications and associated roles are as follows:
 - a. Leadership - Request changes and support that are included in the monthly fee as defined in Schedule B Compensation and can negotiate changes that are not included in the monthly fee.
 - b. Primary Point of Contact - Request changes and support that are included in the monthly fee as defined in Schedule B Compensation
 - c. Alternate Primary Point of Contact - Request changes and support that are included in the monthly fee as defined in Schedule B Compensation
 - d. Support Requestor - Request support that is included in the monthly fee as defined in Schedule B Compensation.
12. Aalta's ticketing system shall be used to verify authorized requestors from the County. The ticketing system shall be user/password based allowing authorized requestors only. In addition, Aalta shall provide a toll free telephone number and email address to be used only by authorized County requestors, and only for County business. If the toll free telephone number is used by a County requestor for any purpose, Aalta shall request an accompanying email from the County requestor which Aalta shall verify came from a valid County email address. Non-County email addresses are not valid for authentication purposes. The County shall maintain and make available to Aalta a list of valid email domain names (Appendix B).
13. Monitoring (resources, performance, security, etc.) of database systems using automated tools that reside in the County's database environment shall only be allowed upon County review and approval.
14. [Aalta shall not reference the County for any marketing](#), advertising or sales purposes without approval from the County.

Schedule A

Appendix A. Authorized County Requestors (Current)

The County shall maintain and make available to Aalta a list of County authorized requestors.

Requestor Classification	Role	Name	Position	Email
Leadership	<ul style="list-style-type: none"> changes included in monthly fee Support Negotiate time and materials work 	Viggo Forde	CIO/Director	viggo.forde@snoco.org
		Lisa Hillman	Deputy CIO/Director	lisa.hillman@snoco.org
		Matt Crisler	Manager	matt.crisler@snoco.org
		Ed Whitford	Supervisor	ed.whitford@snoco.org
Primary Point of Contact	<ul style="list-style-type: none"> changes included in monthly fee Support 	Sanjay Parikh	Data Architect	sanjay.parikh@snoco.org
Alternate Primary Point of Contact	<ul style="list-style-type: none"> changes included in monthly fee Support 	Brad Robinson	Database Administrator (DBA)	brad.robinson@snoco.org
		Greg Benson	Lead Developer	greg.benson@snoco.org
		Murali Nagarajan	Data Architect	murali.nagarajan@snoco.org
Support (Lifeline Situation Manager)	<ul style="list-style-type: none"> Support 	Fred Hartmann	Manager	fred.hartmann@snoco.org
		David Baxter	Supervisor	david.baxter@snoco.org
		JD Braathen	Supervisor	jd.braathen@snoco.org
		José Matthews	Supervisor	jose.matthews@snoco.org
		Bryce Barker	Lead	bryce.barker@snoco.org
		Tim Wise	Security Officer	tim.wise@snoco.org

Schedule A

Appendix B. Valid County Email Domain Names (Current)

The County shall maintain and make available to Aalta a list of valid email domain names:

co.snohomish.wa.us
snoco.org
snohomishcountywa.gov
snoco.mail.onmicrosoft.com
snoco.onmicrosoft.com

Schedule A

Appendix C. Aalta Employees with Access to County Databases Environment (Current)

Aalta shall maintain and make available to the County a list of Aalta employees with access to the County database environment:

Role	Name	Position	Email
Account Manager	S. Daniah Tajudeen	Senior Project Manager	daniah@aalta.io
Account Manager	Mike Burton	Project Manager	mike@aalta.io
Lead Database (DB) Administrator	Jonathan Benoit	Database Administration	jonathan@aalta.io
DB Backup	Erik McCormick	Database Administration/ Applications/ Back up	erik@aalta.io
DB Backup/ Recovery	Todd Bearrows	Applications/Back up/Disaster Recovery	Todd@aalta.io

Schedule A

Appendix D. Significant Periodic Events (Current)

NOTE: The information contained in this Appendix D is included for reference purposes only. Aalta's participation in the County's RFC process and the County Change Control board will clearly define Aalta's role in future significant periodic events at Snohomish County.

TREASURER TAX PAYMENT RUSH (BI-ANNUAL)

Tax payments are due April 30th and October 31st of each year.

One week prior to tax rush the following must be completed.

Below is information from the April 2019 Request for Change (RFC) 6798. ***Bold, Italics, & Underlined areas indicate DBA impact.*** This RFC is provided only as an example of information contained in a typical RFC. Aalta's participation in the County's RFC process and the County Change Control Board will clearly define Aalta's role in future significant periodic events at Snohomish County.

Background/Description

Relocating the Ascend DB on a separate cluster node to minimize performance impacts in preparation for the October Tax season.

Change Plan

Ascend DB will migrate to different server node and increase memory to avoid slowdowns in the Ascend System.

- ***DBA will actively monitor the Ascend system for any performance issues April 26-May 10.***
- Treasurer Staff will notify IT of any performance issues experienced by the Treasurer department via the SNOASS email group.

- IT will continue nightly automated Refresh Key Server process. (Automated)

- ***DBA will continue daily automated Index Rebuild process. (Automated)***

- ***DBA will move the Ascend DB to a different node on Apr. 27th During Saturday Change window***

- ***1) SAT1209 instance is running on pmc-sql-j node, it will be moved to pmc-sql-i node. DBA will perform this and once done will notify Developer.***

- 2) Once Ascend instance moves to another node, there are six services needs to restart. Dave Taylor will perform this.

- Services to restart in FireDaemon on PMC-Ascend-MW2:

- AscendWeb bselfast 1 through 5

- Ascend eConvey bcr_excise

This is to prevent any possible performance issues with the Ascend DB in preparation for tax rush. Customer will be testing access and Ascend application functionality the morning of 10/18.

Communication Plan

Notification of progress sent to SNOASS email group.

Risk Assessment

Low risk - temporarily delaying any scheduled maintenance to the next window either Wednesday or Saturday. Only exception is an emergency situation or change requested by the Treasurer.

Smoke Test/Test Plan

This is bi-annual process run by the Treasurer staff & supported by Information Technology. Treasurer staff will be monitoring results of this annual process. The Treasurer's staff has been reminded of this process being run.

Fail Back Plan

Move Ascend DB back to original node.

ASSESSOR ROLL CLOSE FREEZE (ANNUAL IN SEPTEMBER)

Below is information for the September 2019 Request for Change (RFC) 7017. ***Bold, Italics, & Underlined areas indicate DBA impact.*** *This RFC is provided only as an example of information contained in a typical RFC. Aalta's participation in the County's RFC process the County Change Control Board will clearly define Aalta's role in future significant periodic events at Snohomish County.*

Background/Description

The 2019 Assessor's Roll Close process will begin after Treasurer staff complete their work for the day. All 2019 assessed values in the Appraisal (ProVal) system will be "rolled" to the Tax Administration (Ascend) system for assessing next tax year's amounts.

This process includes long running batch processes as well as manual steps at certain points. This process cannot afford to be interrupted by ***normal maintenance (e.g. patching)*** & backup processes which might delay the process of moving current Property Valuations into Ascend. This transfer of new property values is critical for the Treasurer to base their next year's Tax statements on.

Change Plan

IT Systems staff remove the Ascend/ProVal & Ascend Web servers, Assessor's S:\ drive, the G:\ drive, Citrix, & Outlook from maintenance activities for the Roll Close period.

Make **NO changes to the ProVal/Ascend Application or Databases** during the September 3rd through September 10th time period. No maintenance should be done & off-hour scheduled jobs (such as Jane Doe & AutoAgent Data Extract Process) should be cancelled, as large batches & lengthy processes are planned to be run off-hours during this period.

While the majority of the work is expected to be done over the weekend, if there are problems this also reserves the following week (9/13-9/17) if needed to re-run the process.

The exceptions to this are first-the Index Rebuilds which have been re-scheduled to run early morning just before staff comes in to minimally impact the processing & still keep general performance, or second-any other update request from the Assessor staff for processing the Roll Close.

Communication Plan

After Change Control Board approval & by 8/28/19 for 5 work day notice, Pat LeSesne/ME Kalsen will contact County Assessor & Treasurer (STR-Ascend) users-letting them know the Freeze/blackout period as requested for Roll Close processing has been scheduled beginning Close-of-Business 9/3 through 9/10. And that this includes the off-hours Auto-Agent/tax statement generate & extract process.

Systems to provide notice/email Patrick LeSesne & John Moore by 11am on 9/7 that this has been done.

Dave Taylor to provide notice/email Patrick LeSesne & John Moore by 11am on 9/3 that this has been done for the tax statement generation.

On September 3, 2019 Systems staff send out the following email message:

TO: SIS ChangeControl

SUBJ: Starting 7 day Maintenance FREEZE for Assessor's ProVal/Ascend Roll Close

On September 10, 2018 or when process completed, M.E. Kalsen will send out the following email message:

TO: SIS ChangeControl, Assessor management team, & STR-Ascend

SUBJ: Finished FREEZE for Assessor's ProVal/Ascend RollClose Maintenance Exception

Risk Assessment

Low risk - temporarily delaying any scheduled maintenance to the next window either Wednesday or Saturday. Only exception is an emergency situation or change requested by the Assessor.

Smoke Test/Test Plan

Appropriate IT staff to provide smoke test/assurance that maintenance is not done this week/weekend.

Fail Back Plan

Any plan would include re-scheduling the RollClose to another week/weekend if interrupted by any maintenance or server re-booting. If a change/maintenance is inadvertently made, a ProVal/Ascend application & database restore from the most recent backup would be done.

FINANCE YEAR END PROCESS

Dates are approximate and will need to be verified annually with the County Finance department, but typically a financial database backup is performed on or around November 15th, 1 to 3 days prior to January 1st and once on January 1st. Aalta's participation in the County's Change Control Board will clearly define Aalta's role in future significant periodic events at Snohomish County.

**Schedule B
Compensation**

Aalta shall provide to Snohomish County a dedicated DB Team Monday- Friday, during the core working hours to provide DB support. In addition, Aalta shall provide 24 hour, seven days a week on-call availability for a monthly fixed price as listed in the table below. The DB team will conduct DB Managed Services and any associated work as outlined by the County in Schedule A, Scope of Services, and solely directed by the County. After hours on-call support exceeding 60 hours in any calendar month shall be charged at the rate of \$100 per hour.

Resource	Total Cost per Year
Account Manager	Included
Database Support Team	\$95,000
Up to 60 hours per month On-Call 24 x 7 Technical Support	Included
Yearly Total:	\$95,000.00
Monthly Total:	\$7,900.00

On-Call Technical Support Hours

24 x 7 On-Call support hours are those hours that are provided on weekends, holidays and any hours outside of the County's core working hours. On-call support hours required beyond 60 hours in a calendar month will be billed to the County at the rate of \$100 per hour.

Schedule C Service Level Agreement

1. AALTA STANDARD SERVICE LEVEL AGREEMENT (SLA)

1.1.1 Prioritization of Work

Snohomish County and Aalta shall work together to prioritize all work required to manage the County's database environment.

1.1.2 Support Call Process

The County shall report problems to the Aalta support team via Aalta's ticketing system, which shall be used to verify authorized requestors from the County. The ticketing system shall be user/password based allowing authorized requestors only. In addition, Aalta shall provide a toll free telephone number and email address to be used only by authorized County requestors, and only for County business. If the toll free telephone number is used by a County requestor for any purpose, Aalta shall request an accompanying email from the County requestor which Aalta shall verify came from a valid County email address. Non-County email addresses are not valid for authentication purposes. The County shall maintain and make available to Aalta a list of valid email domain names (Appendix B). One of Aalta's technical support resources as listed in Schedule A. Appendix C. shall provide first response to support inquiries. This resource will work to identify as much information about the reported issue as possible: classification (incident, service requests, enhancement requests), severity, and functional vs. technical inquiry, and assign severity level per section 1.1.3.1 below in order to determine the appropriate response time.

1.1.3 Classification

Reported issues will be reviewed by Aalta and assigned one of three general classifications by Aalta staff: Incidents, Service Requests, and enhancement requests. The high level process for addressing reported issues is as follows:

In responding to an initial support request, Aalta shall:

- Work to identify as much information as possible about the issue, contacting the reporting end user directly if necessary
- Enter the request into the appropriate tracking software
- Identify the severity of the issue or the urgency of the request
- Notify the County's Management if appropriate
- Provide acknowledgment of receipt of the Incident to the person who initially reported it
- Ensure that work to resolve the issue or request commences as per the defined response guidelines
- Provide frequent updates to the person who initially reported the issue or request throughout the resolution process

If a workaround solution is determined and supplied for an Incident, Aalta may open a Problem ticket in order to investigate the root cause of the issue and provide a permanent resolution.

Incidents, Service Requests, and Enhancement Requests are defined as:

Incident

An Incident is defined as any event which is not part of the standard operation of a service and which causes an interruption to, or a reduction in quality of that service.

Service Request

A Service Request is defined as a request for new or altered service, and includes such things as new user set up, and how-to instructions.

Enhancement Request

An Enhancement Request is defined as a request for new or modified functionality. This may be addressed via time and materials project, under the support contract, or the County may choose not to address it. Whether an enhancement request is included under the support Agreement or must be considered as a possible time and materials project will be reviewed jointly and mutually agreed upon by Aalta and the County. Aalta shall submit an estimate to the County for review, and the County shall accept the work in writing. Time and Materials work must be approved in the same manner as this Agreement prior to Aalta beginning any work on the request

Severity

Aalta and the County shall define Incident severity per the following table.

Severity Level	Definition
Severity 1	Critical: Business critical software component is inoperable or critical interface has failed, or otherwise significant business impact is caused. This indicates that the Program is unusable, resulting in a critical impact on operations. This condition requires an immediate solution.
Severity 2	Urgent: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Severity 3	Moderate: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Severity 4	Low (Minimal Impact): A noncritical software component is malfunctioning, causing minimal impact; or, a nontechnical request is made

If an issue is not system-critical, but is critical to the business of the County, the Aalta support team will work with County staff to determine the appropriate severity level at which to address the issue.

1.1.3.1 Response Times

Aalta shall acknowledge critical issues as soon as they are received. All other issues will be acknowledged by Aalta as per the chart below, based on Severity Level. In addition to acknowledging the issue, Aalta support will begin investigation into the issue as soon as possible after the issue is reported.

Severity Level	Definition	Incident Notification		Incident Response/Status Report Period	Intended Resolution Period (business days)
		Business Hours	After Hours		
Severity 1	Critical business impact	Contractor shall acknowledge within 30 minutes, 24 hours a day, 7 days a week		Work on a critical incident shall be continuous regardless of time of day, or day of week, until a complete or satisfactory interim resolution is implemented.	<u>24 Hours</u> Contractor will work diligently around the clock to resolve the issue, with all efforts to complete within the same business day. See note 1 below. An incident is determined to be resolved after 1) incident has been fixed, 2) fix has been QA tested and 3) fix is rolled into production.
Severity 2	A DB software component is severely restricted in its use, causing significant business impact.	Contractor shall acknowledge within 2 hours		Contractor shall acknowledge by 9:00am the next business day	<u>72 Hours</u> Contractor will prioritize the resolution efforts according to other open issues and the identified cause. Regular updates will be provided on an estimated resolution date. An incident is determined to be resolved after 1) incident has been fixed, 2) fix has been QA tested and 3) fix is rolled into production. 72 Hours
Severity 3	A non-critical DB software component is malfunctioning, causing moderate business impact	Contractor shall acknowledge within 4 hours		Contractor shall acknowledge by 9:00am the next business day	<u>10 Business Days</u> Contractor will prioritize the resolution efforts according to other open issues and the identified cause. Regular updates will be provided on an estimated resolution date. An incident is determined to be resolved after 1) incident has been fixed, 2) fix has been QA tested and 3) fix is rolled into production.
Severity 4	Minimal impact: A non-critical DB software component is malfunctioning, causing minimal impact, or a nontechnical request is made.	Contractor shall acknowledge within 8 hours		Contractor shall acknowledge by 9:00am the next business day	<u>1 Month</u> A Contractor will prioritize the resolution efforts according to other open issues and the identified cause. Regular updates will be provided on an estimated resolution date. An incident is determined to be resolved after 1) incident has been fixed, 2) fix has been QA completed and 3) fix is rolled into production.

Note 1: Aalta will make best efforts to resolve any severity 1 issue within the same business day, understanding that these issues have a serious and potentially critical impact on the County's business. The identification of the issue's root cause will determine the ability of Aalta to provide the resolution. If under Aalta's control, Aalta will apply all required efforts and resources to the issue's resolution with a minimal delay. Even if outside of Aalta's control – for example, the cause is with a third-party provider – Aalta will continue to work as diligently as possible to drive the resolution of the issue on behalf of the County and will at all times represent the County's best interests.