

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 AGENCY: City of Marysville

AGENCY CONTACT PERSON: Stephen Doherty, Director

ADDRESS: 501 Delta Avenue
Marysville, WA 98270

TELEPHONE/EMAIL: (360) 363-8028 /
sdoherty@marysvillewa.gov

PROJECT: Information Technology Services

AMOUNT: As specified in Work Orders
Not to exceed \$100,000 for the five (5) year life
of the Agreement

FUND SOURCE: City of Marysville

CONTRACT DURATION: July 1, 2025 through June 30, 2030

INTERLOCAL AGREEMENT BETWEEN CITY OF MARYSVILLE 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 City of Marysville (hereinafter “Agency”) for the purpose of SCIT providing information technology services to Agency.

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

WHEREAS, Agency 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 Agency 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 his designee, and an authorized agent for Agency, 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 space in the Meet-Me-Room rack to mount Agency's network equipment in the SCIT data center;
 - B. Provide cross-connects to connect to other agencies or services located in the SCIT data center;
 - C. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Agency; provide Internet Service Provider (ISP) services;
 - D. Coordination of the planning, management, control, operation, and use of information services, backbone network, telecommunications, information processing, equipment, purchased services and proprietary software required by Agency;
 - E. Provide Orthoimagery through Snohomish County's agreement with EagleView (Pictometry International Corp.);
 - F. Provide hourly Geographic Information Systems as requested by Agency;
 - G. Provide access and support for software platform providing alert services.

2. Contract Maximum: All Work Orders executed under this ILA shall not exceed an aggregate total of \$100,000.00.

3. TREATMENT OF ASSETS: COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO Agency 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.

Agency Data: “Agency Data” means the data provided or input by or on behalf of Agency, and User or Affiliate of Agency or any authorized Third-Party User for use with the services. Agency shall own all rights, title and interest in and be completely responsible for the Agency 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 Agency Data, and the County shall not review, monitor or check the Agency Data except as necessary to provide the service to Agency. The County shall not be responsible for, or liable, in any way, for the deletion, destruction, damage, breach or loss of any Agency 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 Agency for which Agency is not reimbursed by the County shall remain the property of Agency. Title to all property purchased by Agency for which Agency 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 Agency shall, unless otherwise provided in this Agreement, or approved by the County, be used only for the performance of this Agreement or a WO. Agency shall be responsible for any loss or damage to County property that County furnishes to Agency.

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

Surrender of Property: Agency shall surrender to County all property belonging to County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Agency all property of Agency 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 for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.

5. Compensation: At no additional cost to Agency, Agency 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.

Agency 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 Agency annually in advance, or as defined in a WO, detailing charges for services rendered. Payment is due in full 30 days after receipt of the invoice by Agency 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 Agency 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 Agency under Section 8 of this Agreement are not subject to late payment charges.

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

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

7. Mutual Covenants: Agency will promptly notify the County in writing of issues regarding invoices, or of services which Agency 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 Agency 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 Agency's systems and services as listed in the WO. The County will not invoice Agency until the County has accepted service and/or system delivery responsibility, and the WO has been approved per Section 1 of this Agreement. Agency 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 Agency 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, Agency shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Agency's collection, disclosure, maintenance, use or the breach of Agency Data, or its performance of this Agreement, including claims by Agency'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 Agency, 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 Agency, 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 Agency and County, including claims by Agency's and County's own officers,

officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Agency 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 Agency 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 Agency under this Agreement or any WO hereunder, even if the County or Agency 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 Agency 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 39.24 RCW, which shall provide liability coverage for the liabilities contractually assumed. by Agency in this Agreement. **OR**

- 12.2

- a. Agency 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 Agency 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) Agency'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 Agency's liability to the County and shall be the sole responsibility of Agency.
 - b. Agency's maintenance of insurance or self-insurance as required by this Agreement shall not be construed to limit the liability of Agency 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 Agency under this Agreement.
 - d. Agency shall insure 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 Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement. Agency 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 Agency 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 Agency as needed over a five (5) year term. 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 Agency are needed for the County to respond to a request under the Act, as determined by the County, Agency agrees to make them promptly available to the County. If Agency 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, Agency 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 Agency 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 Agency (a) of the request and (b) of the date that such information will be released to the requester unless Agency obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Agency 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 Agency to respond to a request under the Act, as determined by Agency, the County agrees to make them promptly available to Agency. If the County considers any portion of any record provided to Agency 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 Agency receives a request under

the Act to inspect or copy the information so identified by the County and Agency determines that release of the information is required by the Act or otherwise appropriate, Agency'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, Agency will release the requested information on the date specified.

Neither the County nor Agency 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.

Agency 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 Agency of Agency's compliance with the requirements of Chapter 2.460 SCC. If Agency 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 Agency'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.

Signature page follows.

Exhibit A - Work Order (WO 25-01)

Network, Internet & GIS Support Services

This Work Order (WO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCIT”) and City of Marysville (“Agency”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Agency 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 Agency. 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 Agency and SCIT.

- 1. Purpose:** The purpose of this WO is for SCIT to provide to Agency 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 Agency, 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 Agency 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 Agency for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). Agency will be billed in full for Services rendered up to and including the date County receives Agency’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 Agency under this ILA shall also be terminated. The County shall provide a minimum of sixty (60) days written notice of GIS services termination to the Agency. If the Agency 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 Agency 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. Agency 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, Agency 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: Agency 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 Agency 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 |

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

Agency Primary Contact:

Stephen Doherty, Director
(360) 363-8028
sdoherty@marysvillewa.gov

Agency Secondary Contact: Chris Brown, I.T. Operations Supervisor
(360) 363-8036
cbrown@marysvillewa.gov

Marysville GIS Services Contact: Jacob Milner, GIS Manager
(360) 363-8247
jmilner@marysvillewa.gov

Marysville Alert Services Contact: Sarah Lavelle, EM Admin
(360) 363-8096
slavelle@marysvillewa.gov

Agency Billing Contact: Jeremiah Nyman, I.T. Services Supervisor
(360) 363-8033
ISPurchasing@marysvillewa.gov

Service Level Response Table

| Response Level | Condition | Response Time | Escalation Path |
|----------------------------------|---|----------------------|--|
| Emergency Response | Network outage, multi-user outage/ critical event, or when Agency 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, Agency is still able to conduct business, but no practical workaround exists. | 3 Hours | SCIT's primary response contact will make contact with Agency'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 Agency.

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 Agency 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. Agency 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 Agency with notice at the email address most recently provided to the County by Agency 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 Agency to develop and recommend approaches to meet Agency requirements.
- v. Provide Agency's fiber vendor a termination point for a single pair of single mode fiber.
- vi. Provide Agency one (1) unit of rack space and UPS power in SCIT's Data Center for an ethernet switch.
- vii. Provide path for fiber or single mode fiber between termination point and Agency's equipment.
- viii. SCIT takes no ownership regarding the repair of Agency owned equipment.
- ix. 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.
- x. Provide internet service on a per-megabyte use basis.
- xi. Provide a /29 address range to support Agency's public IP addressing needs.
- xii. Upon completion of the 2024, 2026 and 2028 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Agency with orthogonal imagery for Agency's identified area of interest, which includes aerial imagery within the Agency city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Agency up to ten (10) EagleView CONNECTExplorer accounts based on staff names and emails provided by the Agency. Agency executed an Authorized Subdivision Agreement with

EagleView on February 4, 2021. County will maintain Agency's CONNECTExplorer accounts for Agency and provide orthogonal imagery pursuant to this Agreement so long as the Agency's fully executed Authorized Subdivision Agreement between Agency and EagleView remains in force.

xiii. Rave alert services as defined in Appendix B.

b. Agency Responsibilities:

- i. Provide fiber connectivity between Agency and County data facilities.
- ii. Provide Ethernet Switching equipment for 1 unit of rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Provide to County a fully executed Subdivision Agreement between Agency and EagleView.
- v. Use of Rave alert services as described in Appendix B.

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 Agency 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:

Agency Primary Contact: Stephen Doherty, Director
City of Marysville
501 Delta Avenue
Marysville, WA 98270
(360) 363-8028

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

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

Approved

City of Marysville

DocuSigned by:



Signature

A8AE51528DE9478...

Jon Nehring

Print or Type Name

Mayor5/30/2025

TitleDate

Approved

Snohomish County

Snohomish County Executive

Ken Klein

Executive Director

Print or Type Name

TitleDate

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.

Annual invoice for all Services shall be issued in May.

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

TABLE 1 – SCIT SERVICES AND RATES

| Service | 2025 Service Rate | Metric | 2025 Annual Fee |
|--|-----------------------------|-------------------------|--------------------|
| Network Equipment Hosting 2-Rack Unit Space First 4 cross connects | \$600/Space (\$50/month) | n/a | \$600.00 |
| State IGN Access | \$148/Month | n/a | \$1,776.00 |
| Alert Services (Rave) | n/a | n/a | \$6,645.00 |
| Network Services Administrative Fee | 5% of total | Total \$9,021.00 x 0.05 | \$451.05 |
| NETWORK SERVICES TOTAL | | | \$9,472.05 |
| Imagery Data 3” AccuPlus (annual) | \$150/sq mile | 31 sq miles | \$4,650.00 |
| Imagery Administrative Fee | 5% of total | Total \$4,650 x 0.05 | \$232.50 |
| GEOGRAPHIC INFORMATION SERVICES TOTAL | | | \$4,882.50 |
| GRAND TOTAL | | | \$14,354.55 |

TABLE 2 - PER USE BILLABLE SUPPORT SERVICES

| Service | 2025 Annual Rate |
|--|------------------|
| Net Equipment Access After Hours Access to Equipment Includes 5% Administrative Fee | \$100.00/hour |
| GIS Analyst Direct Support | \$87.00/hour |
| Senior GIS Analyst Direct Support | \$95.00/hour |

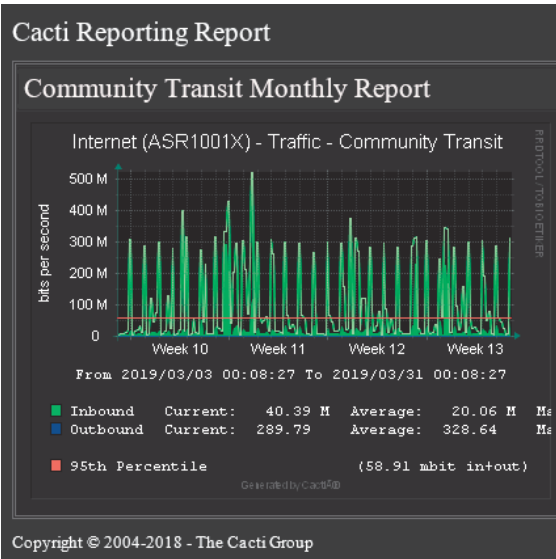
Support Services:

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

Internet usage to be reviewed by SCIT and Agency will be billed on the 95th percentile. Bandwidth data is measured from the customer’s activated network interface port on SCIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:



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 Rave Mobile Safety Alert Services

Snohomish County subscribes to Rave Mobile Safety (Rave) for alert services. Snohomish County (County) shall provide the City of Marysville (Marysville) with access to and support of the Rave software platform beginning on January 1, 2026, or upon first access by Marysville. Marysville shall only have access to accounts within Marysville city limits.

1. City of Marysville Responsibilities

Marysville shall:

- a. Pay for any costs associated with the migration of their data into the Snohomish County platform (This cost will be paid directly by Marysville to Rave Mobile Safety).
- b. Pay for Marysville's own Operational Messaging number (this is an additional 10-digit phone number with a quota of messages purchased against that number).

2. Snohomish County Responsibilities

County shall:

- a. Facilitate the following migration: (at additional cost to County's contract with Rave which shall be charged to Marysville as shown in Table 1 of Appendix A):
 - o Two opt-in keywords
 - o 10-digit number and associated quota of alert messages

3. City of Marysville Cost for Rave Alert Services

Marysville shall pay the initial cost for alert services as described below and as stated in Table 1 of Appendix A.

Initial cost is calculated as follows:

| | | |
|------------------------------------|------------|-------------------------------|
| 500 Internal Users at \$2.25 each: | \$1,125.00 | |
| 3000 Opt-in Users at \$0.13 each: | \$ 390.00 | |
| Keywords: | \$4,880.00 | |
| 1 10-digit number: | \$ 250.00 | Total annual cost: \$6,645.00 |

4. Access/Control Requirements

- a. Sarah LaVelle and Kassidy Aldrich (Marysville EM Admins) shall be granted access to create users/profiles, lists, and alerts (with access only to Marysville profiles, lists, alerts). The named Marysville EM Admins may be revised upon request by Marysville.
- b. Additional admin profiles shall be created by County DEM for other Marysville employees with access only to city users, lists, and alert templates.

- c. Marysville EM Admins shall have permissions to create new admin profiles only with those admin profiles that County DEM has previously set up.
- d. Marysville EM Admins shall only be able to send from the operational numbers paid for by Marysville.
- e. Marysville staff shall not be able to send emergency public alerts (reverse911, wireless emergency alerts, emergency alert system)
- f. Marysville shall continue to work through Sno911 and/or SCDEM for emergency public alerts.
- g. Marysville shall have input in future alert/warning platform bids (providing subject-matter expertise in the bid write-up and participate in the grading of submissions).
- h. Marysville shall not have any permissions to make system-wide changes. These changes shall be requested by Marysville through County DEM.
- i. Marysville will not incorporate desktop alerting at this time, but may wish to add it in the future.
- j. Marysville staff do not need to coordinate with the County to send out any internal alerts (internal only to city of Marysville employees or residents who have opted into their public opt-in alerts).
- k. Marysville Emergency Management staff shall receive initial admin training from County DEM to ensure they are aware of all agreed upon naming conventions already in place.
 - o Marysville shall ensure that its Marysville EM Admins are the lead for all other Marysville employees who shall have admin rights into the system and shall ensure that all Marysville admins follow the agreed upon naming convention for user profiles, lists, and alerts.
- l. On a regular basis (at least quarterly) County DEM shall audit Marysville user profiles, lists, and alert templates to ensure the standards are being followed (this falls in line with the regular checks County DEM conducts for all other agencies in the system).
- m. Due to limitations of the system, Marysville EM Admins shall have access to see/review all reports of any alert sent by any admin in the system. If Rave is able to change the system limitations in the future, Marysville will then only be able to view reports of alerts sent by Marysville employees.
- n. Marysville EM Admins agree that they shall only view reports of alerts sent by Marysville employees or alerts sent within Marysville.
- o. Currently, Rave does not limit the number of profiles, lists, alert templates, or admins that the system can have. If that changes, Marysville's costs shall be adjusted once updated costs are determined.
- p. County DEM may send alerts to Marysville public opt-in alert recipients or Marysville internal users only at the request of Marysville EM.