

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 Bothell

AGENCY CONTACT PERSON: Walt Whitman

ADDRESS: 18305 101 Ave NE, Bothell, WA 98011

TELEPHONE/EMAIL: 425-806-6170 /
walt.whitman@bothellwa.gov

PROJECT: Information Technology Services

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

FUND SOURCE: City of Bothell

CONTRACT DURATION: December 12, 2024 through
December 11, 2029

INTERLOCAL AGREEMENT BETWEEN CITY OF BOTHELL 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 Bothell (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. 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;

B. Other functions as may be mutually agreeable.

2. Contract Maximum: All Work Orders executed under this ILA shall not exceed an aggregate total of Fifty Thousand Dollars (\$50,000.00).

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 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. Intentionally Removed

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 County maintains a fully funded self-insurance program as defined in Snohomish County Code chapter 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. Agency acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide Agency at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. Agency further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

12.2 Agency maintains coverage through the Washington Cities Insurance Authority (WCIA) risk pool for the protection and handling of Agency's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The risk pool coverage will respond if an incident occurs involving negligence of Agency employees acting in the scope of their employment. County acknowledges, agrees and understands that the Agency maintains insurance coverage through WCIA for all its liability exposures.

Agency agrees, at its own expense, to maintain, through its coverage with WCIA, coverage for all of its liability exposures for this Agreement. Agency agrees to provide County at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. County further acknowledges, agrees and understands that the Agency does not purchase Commercial General Liability insurance and maintains insurance through the WCIA risk pool; therefore, the Agency does not have the ability to add any party as an additional insured.

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.

“County”
SNOHOMISH COUNTY

“Agency”
CITY OF BOTHELL

By: **Klein, Ken** Digitally signed by Klein, Ken
Date: 2024.11.13 12:20:39
-08'00'
County Executive _____ Date _____

By: _____ Date _____
Title: _____

Approved as to form only:

Wending, Rebecca Digitally signed by Wending, Rebecca
Date: 2024.11.04 14:46:44 -08'00'

Approved as to indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.11.05 08:13:37 -08'00'
Risk Management _____ Date _____

COUNCIL USE ONLY
Approved <u>11/12/2024</u>
ECAF # <u>2024-2177</u>
MOT/ORD <u>Motion 24-475</u>

Exhibit A - Work Order (WO 24-01)

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 Bothell (“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: Walt Whitman, IT Manager-Network/Operations
(425) 471-4714
walt.whitman@bothellwa.gov

Agency Secondary Contact: (425) 806-6170
helpdesk@bothellwa.gov

Agency Billing Contact: (425) 806-6170
isap@bothellwa.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@co.snohomish.wa.us. 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 internet service to Agency via “Meet Me” cabinet.
- vi. Provide internet service on a per-megabyte use basis billed annually per the monthly rate.
- vii. Provide a pooled IP address range to support Agency’s public IP addressing needs.
- viii. SCDOIT takes no ownership regarding the repair of City-owned equipment.
- ix. SCDOIT will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm PST, Monday through Friday, excluding holidays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.

b. Agency Responsibilities:

- i. Provide fiber connectivity between Agency and County data facilities.
- ii. Provide Ethernet Switching equipment for 2RU rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.

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: Walt Whitman
City of Bothell

18415 101st Ave NE
Bothell WA 98011
(425) 806-6170

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 Bothell

Signature

Print or Type Name


Title

Date

Approved

Snohomish County

Klein, Ken

 Digitally signed by Klein, Ken
Date: 2024.11.13 12:21:36 -08'00'

Snohomish County Executive

Ken Klein
Executive Director

Print or Type Name

Title

Date

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

SCIT will provide the following Services at the prepaid support rate identified below.

Annual invoice for all Services shall be issued in November.

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

Service	2024 Monthly Fee	Metric	2024 Annual Fee
Internet Access 1 Mbps via 95 th Percentile	\$30/Mb/Month for 1-5 Mbps	3 Mbps	\$1,080.00
State IGN Access	\$148/Month		\$1,776.00
Network Services Administrative Fee	5% of total	Total \$2,856 x 0.05	\$142.80
NETWORK SERVICES TOTAL			\$2,998.80

PER USE BILLABLE SUPPORT SERVICES

Service	2024 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:

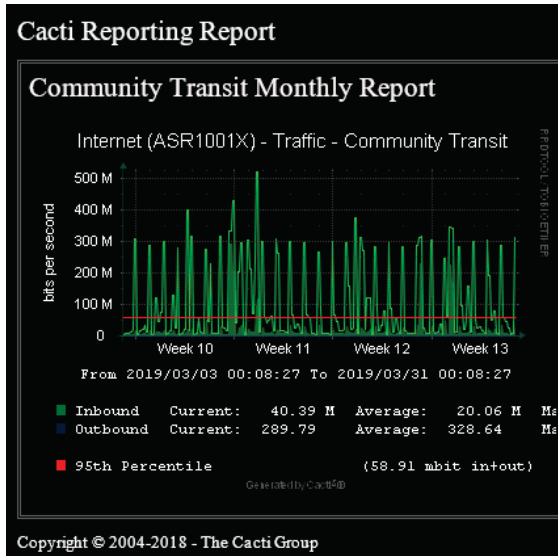
Each after-hours request to access the Data Center has an hourly fee of \$100, with a three-hour minimum charge. The hourly fee will be assessed for each major portion of an hour that access is needed, until the earlier of either 1) the incident resolution, or 2) resuming of County normal business hours. 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>