

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/25/2015

AGENDA ITEM: Authorizing the Mayor to sign an Interlocal Agreement and Supplemental Work Order between the City of Marysville and Snohomish County to maintain regional fiber connectivity and potential future systems and services.	
PREPARED BY: Worth Norton DEPARTMENT: Information Services	DIRECTOR APPROVAL:
ATTACHMENTS: Interlocal agreement between the City of Marysville and Snohomish County Supplemental Work Order – Fiber Connectivity	
BUDGET CODE: 50300090.531000	AMOUNT: \$600.00 /yr.
SUMMARY:	

This is a “renewal” of an existing Interlocal and SWO. This Interlocal agreement provides a mechanism in which supplemental work orders (SWOs) may be entered into between the City of Marysville and Snohomish County for network services.

The attached SWO for fiber connectivity and rack space will provide for a demark location and cross connect at the County; this is generally referred to as the “Meet Me cabinet”. In the Meet Me cabinet all participating agencies will have a presence which will allow for ad-hoc network connections between agencies. Agencies that have a presence in the Meet Me cabinet include State DIS, County DIS, PUD, SNOPAC, SNOCOM, County DEM, County Health, and some of the county Fire Districts and Cities.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached Interlocal agreement and SWO which provides network connectivity to Snohomish County.

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Gage Andrews

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3703 / (425) 388-3999

PUBLIC AGENCY: City of Marysville

AGENCY CONTACT PERSON: Worth Norton

ADDRESS: 1049 State Avenue

Marysville, WA 98270

TELEPHONE/FAX: (360) 363-8029 / (360) 651-5033

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$50,000 for the five (5) year life
of the Agreement

FUND SOURCE: City of Marysville

CONTRACT DURATION: Five (5) Years from date of Contract
Execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND
SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Agreement") is made and entered into as of this ____ day of _____, 2015, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services Information Services (the "County" or "SCDIS"), and the City of Marysville, a Washington municipal corporation ("COM").

RECITALS

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

WHEREAS COM is a "public agency" as that term is defined in SCC 2.350.020(13) and RCW 39.34.020;

WHEREAS, COM requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services.

AGREEMENT

NOW, THEREFORE, 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 SCDIS and the COM agree as follows:

1. Scope of Information Services:

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COM, and subject to the general terms and conditions of this Agreement. Each SWO 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.
- b. The scope of information technology goods and information services to be provided are limited to the following:

- A. Provide up to two unit spaces in the Meet-Me-Room rack to mount the COM network equipment in the SCDIS data center, and
- B. Provide for four cross-connects to connect to other agencies or services located in the SCDIS data center, and
- C. Other functions as may be mutually agreeable.

2. Treatment of Assets. Computer application programs and other software systems furnished to COM by SCDIS 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 an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COM for which COM is not reimbursed by SCDIS shall remain in COM. Title to all property purchased by COM for which COM is reimbursed by SCDIS and is used as a component of services provided under this Agreement shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COM shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COM shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COM.

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

3. Surrender of Property. The COM shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COM all property of COM 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: COM may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COM will pay SCDIS for services provided hereunder and as set out in SWOs.

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 SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COM, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COM annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COM and becomes delinquent thirty (30) 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. SWOs with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COM under the Section

7 of this Agreement are not subject to late payment charges.

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

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

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

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO 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 effective upon execution by both COM and SCDIS. SWOs may only be modified by written agreement of the parties.

Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COM's processing requirements as of the execution of this Agreement.

8. SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform

optional services under any executed SWO, SCDIS may, following review by the SCDIS, 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 SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COM systems and services as listed in the SWO. SCDIS will not bill COM until SCDIS has accepted service and/or system delivery responsibility. COM is not required to pay for services or systems until SCDIS 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. SCDIS and COM shall keep all records required by this contract in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, COM shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COM's performance of this Agreement, including claims by COM's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, SCDIS shall hold harmless, indemnify, and defend, at its own expense COM, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COM, 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 COM and SCDIS, including claims by COM's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COM and SCDIS, 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 SCDIS or COM 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 SCDIS or COM under this Agreement or any SWO hereunder, even if SCDIS or COM has been advised of the possibility of such damages.
12. Compliance with Laws: SCDIS and COM shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COM will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: SCDIS and COM shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each party.
14. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COM as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the work to be done 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.

16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.

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

Supplemental Work Order (#SWO-001-15 COM)

Fiber Connectivity between the City of Marysville and SCDIS

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Marysville (“COM”) pursuant to the terms and conditions of that certain Interlocal Agreement between the City of Marysville and Snohomish County to Provide Information Technology Services (IMA) dated as of _____, 2015. The parties acknowledge 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 IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COM. This SWO also serves as the Service Level Agreement between COM and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide COM supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO include:
 - a. The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
 - b. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of the IMA unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
4. **Prohibited Use of Services:** COM shall not use any service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
5. **Authority to Monitor Services:** SCDIS has the right, but not the obligation, to monitor any activity and content associated with the use of the services. SCDIS 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 policies and take any action it deems appropriate. Such 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, and disclosure of information to law enforcement agencies, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests SCDIS reasonably deems to be legally enforceable.

- 11. Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
- 12. Order of Precedence:** If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.
- 13. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
- 14. Notices:** Notices and other communications between SCDIS and COM that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: SIS-Telecommunications@snoco.org. COM shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed. SCDIS shall fulfill its obligations under this SWO by providing COM with notice at the email address most recently provided by COM for use in providing notices pursuant to this SWO.
- 15. Responsibilities and Service Level Expectations:**
- a. **SCDIS Responsibilities:**
 - i. Provide COM's fiber vendor a termination point for a single pair of single mode fiber.
 - ii. Provide COM two (2) units of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
 - iii. Provide path for fiber or single mode fiber between termination point and COM's equipment.
 - iv. SCDIS takes no ownership regarding the repair of COM owned equipment
 - v. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 am and 12:00 am Monday through Friday and 7:00 am to 3:00 pm on Saturdays. 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 two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. COM can contact SCDIS at 425-388-3378 for access to the facility.
 - b. **COM Responsibilities**
 - i. Provide fiber connectivity between COM and SCDIS data facilities.
 - ii. Provide Ethernet Switching equipment for two (2) units of rack space within SCDIS Data Center.
 - iii. Provide maintenance of Ethernet Switching equipment.
- 16. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COM is unable to conduct business.
- a. ***Response Time*** ***2 Hours***
 - b. COM shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the

EXHIBIT A, SCDIS/ COM SWO-001-15

problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

17. Priority Problem Response: Priority problem shall mean network impairment, or when COM is still able to conduct business but no practical workaround exists.

a. **Response Time** **3 Hours**

b. COM shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

18. Routine Response: Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.

a. **Response Time** **3 Days (Maximum)**

b. COM shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.

19. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COM Primary Contact: Worth Norton, Information Services Manager
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270
 (360) 363-8029
 wnorton@marysvillewa.gov

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor
 Snohomish County
 Department of Information Services
 3000 Rockefeller Avenue, M/S 709
 Everett, WA 98201
 (425) 388-7171
 JD.Braathen@snoco.org

EXHIBIT A, SCDIS/ COM SWO-001-15

By their signatures, SCDIS and COM hereby acknowledge and accept the terms and conditions of this SWO.

Approved

City of Marysville

Approved

Snohomish County

Signature

Signature

Print or Type Name

Print or Type Name

Title

Date

Title

Date

EXHIBIT A, SCDIS/ COM SWO-001-15

Appendix A to Exhibit A- SWO COM Services List and Summary Annual Costs

SCDIS will provide the following services at the prepaid support rate identified below. Each after-hours request has a 3 hour minimum charge at \$100.00 per hour. An additional \$200.00 per incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. (Access to Data Center/SCDIS Assistance after hours).

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

Network Services:

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 2 Rack Unit Space, first 4 cross connects	Connectivity/Equipment hosting	12	01/01/2009	SCDIS		\$50.00	\$600.00

SWO-001-15 - Total Recurring Charges: \$50.00 \$600.00

Optional Support Services:

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Hourly Charge	Annual charge
Net Equipment Access Credit		After Hours Access to Equipment	12	1/1/2009	SCDIS	\$75	\$900.00

Fixed Charges: \$900.00

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Monthly Charge	Annual charge
Additional Cross Connects		Cross Connects	6	1/1/2009	SCDIS	\$25	\$300.00

\$300.00

Appendix B to Exhibit A – SWO Basic Services

Basic Services shall include co-location of COM equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 2 rack units.

Hours of Service:

Interactive: Monday through Friday 8:00AM through 5:00PM

Maintenance: Monday through Friday *8:00AM through 5:00PM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outage for Maintenance: Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason COM will be working during those periods, then please contact SCDIS's Service Desk at 425-388-3378.

Network Services Infrastructure

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure.

These devices and transports will be owned, operated and configured by SCDIS.

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of COM owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COM to return this service and its associated equipment to working condition upon failure. ***These devices and transports will be owned, operated and configured by the COM.***

Purchase, Delivery and Installation

COM shall purchase, prepare and deliver mutually agreed upon Ethernet Switching equipment for placement in the Snohomish County Data Center.

EXHIBIT A, SCDIS/ COM SWO-001-15

Warranty Repair Assistance

COM shall be solely responsible for warranty and repair of COM owned equipment.

Help-Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and transports** and to assist with Snohomish County Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COM in the restoration of SCDIS contracted services.

COM shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COM and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COM to develop and recommend approaches to meet COM requirements.