

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/23/2020**

<b>AGENDA ITEM:</b>	
An Interlocal Agreement for Information Technology Services between the City of Marysville and the Marysville Regional Fire Authority	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Worth Norton, IS Manager Jon Walker, City Attorney	
<b>DEPARTMENT:</b>	
Finance / Information Services	
<b>ATTACHMENTS:</b>	
Interlocal Agreement for Information Technology System (IT) Services	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$0
<b>SUMMARY:</b>	

The City of Marysville and the Marysville Fire District had a long term technology relationship based on shared infrastructure; where the Fire District reimbursed the City for direct costs based on their proportionate use of each technology. Now that the Fire District has converted to a Regional Fire Authority, the old letter of understanding needs to be made into an Interlocal agreement and take into account overhead costs, the future requirements for separating electronic records, and how to process public records requests.

**RECOMMENDED ACTION:**

Staff recommends that Council Authorize the Mayor to sign the Interlocal Agreement for Information Technology Services between Marysville and the Marysville Regional Fire Authority.

**INTERLOCAL AGREEMENT  
FOR INFORMATION TECHNOLOGY SYSTEM (IT) SERVICES**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Marysville, Washington, a municipal corporation (hereinafter referred to as “City”) and the Marysville Fire District Regional Fire Authority, (hereinafter referred to as “District”).

WHEREAS, the City has provided information services to both Fire Protection District 12 and the former joint operation known as the Marysville Fire District; and

WHEREAS, the District has assumed all fire protection and emergency medical services in the City; and

WHEREAS, the City and the District have agree that sharing certain technology infrastructure is financially beneficial to both agencies; and

WHEREAS, there are certain services that both the City and the District agree should be separated including the domain, email, and archiving. The City and the District agree to work towards the separation of these items as soon as workloads allow and budgets have been adjusted. The District agrees to pay for all costs associated with any separation of services including licensing, consulting services, and overtime.

WHEREAS, the District is responsible for purchasing all client software and client access licenses (CALs), other than what is specifically detailed in this agreement. The District will allow the City to audit District license and CAL quantities and the District will purchase any needed licenses.

**NOW THEREFORE** for and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

- 1. Purpose and Services To Be Provided.** The purpose of this agreement is for the City to act as an independent contractor providing information services to the District. Subject to the terms and conditions set forth below, the City hereby agrees to provide IT related services as set forth in Exhibit A. No separate entity is created to carry out this agreement.
- 2. Compensation.** District shall compensate the City for the services rendered in Exhibit A. The City will invoice the District at the beginning of each quarter. Invoices are due within 30 days of receipt. All charges will be reevaluated each quarter and any changes to user or device quantities, usage, COLAs, price changes, or other factors will be reflected in that quarter’s billing. When budgeting, the District should plan for growth and potential price changes.
- 3. Independent Contractor.** The parties specifically agree that the City is an independent contractor and not an employee of the District.

4. **Term.** This agreement shall continue in force and effect for a minimum of two years unless terminated as provided in this agreement. Extension of the term of this agreement may be effected by written agreement.
5. **Termination.** Either party may terminate this agreement at any time without cause by providing at least 180 days advance notice of termination in writing to the other party. If technologically reasonable, the City will return any District data by the end of the 180 day notice period.
6. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.
7. **Hold Harmless.** Except as described in Section 9, each party to this Agreement will be responsible for its own acts and/or omissions and those of its officers, employees and agents. Neither party to this Agreement will be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. This provision will survive the termination of this Agreement.
8. **Insurance.** Both parties will maintain appropriate insurance, self-insurance, or membership in a risk pool, such as the Washington Cities Insurance Authority for the duration of this Agreement. Appropriate insurance includes cyber insurance that covers costs related virus, malware, and ransomware security consulting for cleanup.
9. **Public Records.** Each party is responsible for responding to any public records request it receives. This section addresses situations that may arise because District records reside on City servers. The parties intend that all records belonging to the District passively stored on City IT infrastructure remain District records.

#### **Public Records Requests Received by the District**

In the event the District receives a public records request that requires searching its records in a manner that can only be accomplished by the City's information services, the City will cooperate with the District in completing the search and making any responsive records available to the District. The City will bill the District for staff time at the current hourly rate in Exhibit A.

The District's Records Officer will provide relevant search terms in writing to the City's System Administrator and the City's public records officer. The City will advise the District of the estimated time to gather the records based on these search terms and utilize these search terms to perform a search of the City server(s). The City will transmit the records identified by the search terms to the District. The District will be responsible for processing and disseminating the records provided by the City.

The City will store and maintain the District's records in the same manner and with the same care as it stores and maintains its own records. The City will conduct all searches intended to respond to public records requests for District records utilizing the search terms provided in writing by the District and will implement the search in the same manner and with the same care as it conducts searches intended to respond to public records requests for its own records.

The District will defend the City in any public records action relating to a public records request to the District for which the District requested City assistance. The District will indemnify and hold harmless the City, its officers and employees from any and all claims, injuries, damages, losses, or suits, including attorney fees, relating to a public records request to the District for which the District requested City assistance, unless caused by the sole negligence or intentional or reckless misconduct of the City.

### **Public Records Requests Received by the City**

In the event the City receives a public records request to which District records residing on the City's servers or other technological infrastructure are potentially responsive, the City will ask the requestor to clarify his or her request as to whether it includes records of the District. If the requestor agrees that District records need not be disclosed, the City will take no further action as to those records.

If the requestor responds that they do wish to have the opportunity to inspect or obtain copies of District records, or if the requester does not otherwise state that District records need not be disclosed, the City will promptly notify the District. If the District believes there are no exemptions for the records, the City will disseminate the records to the requestor. If the District wishes to assert an exemption or believes that some or all of the records identified by the City as responsive to the request are not responsive, the District will notify the City and shall seek injunctive relief if necessary. The City will give third party notice to the District and provide the District with not less than 10 business days to obtain a court order blocking release of the records. The District will assume all liability for the exemption, redaction, or non-responsiveness by executing a supplementary agreement substantially in the form of Exhibit B, and the District will defend, indemnify and hold harmless the City from any and all claims, injuries, damages, penalties, losses, or suits, including attorney fees for any violation of the public records act that arises from the District asserting an exemption, determining that a record is not responsive to a request received by the City, or unduly delaying the City's response to the request.

The City will advise the District as to any technological constraints on responding to a request.

10. **Recitals Incorporated by Reference.** The recitals are a part of this agreement.
11. **Administrators.** This agreement will be carried out by appropriate staff of each party. Any dispute will be addressed by the City's Chief Administrative Officer and the District's Fire Chief.
12. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Snohomish County, Washington.

13. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

14. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

15. **No Third Party Beneficiaries.** The City and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

**CITY OF MARYSVILLE**

By \_\_\_\_\_ Date: \_\_\_\_\_, 2020  
Jon Nehring, Mayor

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Tina Brock, Deputy City Clerk

By \_\_\_\_\_  
Jon Walker, City Attorney

**MARYSVILLE FIRE DISTRICT, A REGIONAL FIRE AUTHORITY**

By \_\_\_\_\_ Date: \_\_\_\_\_, 2020  
Michael Stevens,  
Chair of Governing Board

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Board Secretary

By \_\_\_\_\_  
District Attorney

# EXHIBIT A

The City will provide the District with the following services beginning January 1, 2020 and billed as 2020 Q1.

## **Network Administration**

**\$193.54 / month**

The City will provide network administration for the District, including programming District switches, backing up switch configurations, providing a virtual core switch, and troubleshooting connectivity. Connectivity between the District and the City will be reevaluated when City moves to its new campus.

This charge is for 2 hours of network administration per month. The charge is based on the City's pay rate for System's Administrator (N116-7) plus benefits and overhead. The 2020 rate is \$96.77 per hour and future rates will depend on the City COLA and inflation. The District will be responsible for the purchase and replacement of all edge switches, the District's core switch, and cabling.

## **I-Net Fiber**

**\$401.04 / month**

The City currently provides fiber between Station 61 and the following buildings using the City's I-Net which is furnished by Comcast: Station 62, Station 63, Station 66, and the District Admin Building. The City will continue to provide this service as long as the City is able to maintain the I-Net agreement with Comcast. Upon the termination of the I-Net agreement with Comcast, the District is responsible for obtaining and paying for connectivity.

This charge includes reimbursement for the Comcast maintenance charge prorated per fiber demark. This charge does not include any equipment or equipment replacement costs.

## **Email**

**\$286.57 / month**

The City will continue to provide marsyvillewa.gov email accounts to the District until the District moves its email to O365. The District will pay for all costs associated with the move to O365, including consulting services and overtime to assist with the move. After the move to O365, this charge will be adjusted to reflect the user administration of the O365 email environment.

This charge includes the cost of the email server and Barracuda spam filter and archiver. This charge is based on 146 accounts at \$1.30 per account per month. This charge also includes 1 hour (N116-7) of Exchange and Barracuda administration per month. The District is responsible for maintaining current Microsoft Exchange CALS (ExchgStdCAL) for all District users.

## **Virtual Servers**

**\$279.84 / month**

The City will provide the District with virtual servers with the City's Nutanix environment or the City's Hyper-V DMZ environment.

This charge includes the prorated cost of the Nutanix host environment based on the total number of cores with a 2 core minimum per server. The charge also includes overhead for power and server room. Fire has 12 cores out of a total 140 at a cost of 23.32 per core per month.

## **Domain Management including GPOs, DNS, and DHCP**

**\$349.34 / month**

The City will provide the District with top level domain management until the District has fully converted to O365 and their own domain infrastructure. The City will provide the District with Active Directory administration for the District's domain, including the District's new domain prior to the O365 conversion. The District will pay for all costs associated with the move to a new domain name, including consulting and overtime.

This charge includes 3 hours (N116-7) of domain administration per month, and a prorated share, based on users, of City primary domain controllers and DHCP server, and domain registration fees. This cost will be adjusted after the District moves to its own domain and

DHCP servers. The District is responsible for maintaining current Microsoft CALS (WinSvrCAL) for all District users including email only users.

**Static IP Internet Connectivity** **\$238.10 / month**

The City provides static IP synchronous Internet connections with an SLA (service level agreement). This connection is used for email, MDM, VPN, patch management, etc.. The charge is prorated by the number of City/District email users.

**Endpoint Protection** **\$80.44 / month**

The City will provide the District with managed virus, malware, and endpoint protection using Symantec Endpoint Protection, Avast Cloud Care, or similar products.

This charge is based on 84 protected computers at \$0.86 per month for the license and a prorated cost for one 2 core server. This charge is subject to change due to product selection and pricing. The District is responsible for maintaining cyber insurance and is responsible for any costs related virus, malware, or ransomware security consulting for cleanup.

**Patch Management** **\$65.90 / month**

The City will provide Microsoft and third party patch management for the District network connected computers. The District will be responsible for maintaining third party patching on non-network connected computers by physically providing non-networked computers to help desk personnel on a regular basis.

This price is the prorated cost of two patch servers and software based on 71 protected computers.

**VPN Services** **\$92.99 / month**

The City will provide the District with NetMotion connectivity for field computers.

This cost is based on a pro-rated share of licensing and server costs based on 14 connected computers. The District is responsible for devices' mobile data costs.

**File Server** **\$42.11 / month**

The City will provide a shared folder structure to all District users on the City's NAS servers until the District moves its files to O365 and OneDrive. The District will pay for all costs associated with the move to O365 and OneDrive, including consulting services and overtime to assist with the move.

This cost is based on a pro-rated share of server costs using District storage vs City storage.

**Server Backups** **\$234.19 / month**

The City will provide backups and an offsite backup for the District servers.

This charge is a prorated cost based on the percentage of data compared to the City data for the backup server and replacement funding. This charge also includes administration costs of 1 (N116-7) hour per month.

**Desktop and Help Desk Support** **\$5,457.48 / month**

The City will provide the District with 16 hours of desktop and help desk support per week. Help desk support will be provided during normal Information Services business hours. Any after-hours support will be "best effort, if available" and an additional 3 hour minimum overtime charge will be billed to the District.

The charge is based on the City's pay rate for Systems Analyst (N113-7) plus benefits, overhead and future COLAs. The 2020 rate is \$78.71 per hour.

**Mobile Device Management** **\$55.78 / month**

The City will provide the District with VMWare Workspace One MDM for the District's iPhones and iPads.

This cost is based on a pro-rated share of licensing and server costs based on 19 iPhones and iPads.

**LogMeIn (GoToMeeting) License** **\$18.58 / month**

The City will provide the District with one of the five City LogMeIn licenses and prorate accordingly.

**Text Message Archiving** **\$206.55 / month**

The City will archive District text messages and charge the District the monthly fee of \$7.65 per device based on 27 phones.

**Social Media Archiving** **\$295.93 / month**

The City will provide the District website and social media archiving using PageFreezer. City and District will split the cost evenly for the website archiving and Fire will reimburse the City \$5.47 per month for Fire’s 4 social media accounts and \$54.65 per month for Next Door.

**Mitel Call Accounting** **\$43.23 / month**

The City will maintain a Mitel call accounting server for the District. The District will be responsible for informing the City of DID numbers that Fire wants included in the accounting. The District will be responsible for the purchase of any additional licenses needed. The charge will be prorated based on the number of 3300 call servers which is currently 25%.

**TRAKiT Licensing and Maintenance** **\$103.02 / month**

The City will provide the District with one TRAKiT permitting and inspection license.

**Optional Services Billed as Needed**

**Public Information Request Assistance** **\$96.77 / hour**

The City will provide the District with PIR search assistance when needed. If the search takes more than a few hours or if it requires specialized help, the City will bill the District for the actual hours worked based on the City’s pay rate for Systems Administrator (N116-7) plus benefits, overhead and future COLAs. The 2020 rate is \$96.77 per hour.

**Unplanned Services as Needed**

The City will provide the District additional services not outlined in this agreement if requested and staff time and resources allow. These services will be billed based on the employee completing the work as follows.

2020 rates for City IS employees including benefits and overhead

Computer Support Technician	<b>\$66.91 / hour</b>
Systems Analyst	<b>\$78.71 / hour</b>
System Administrator	<b>\$96.77 / hour</b>

2020 Q1 Fire Billing

Item	Monthly	Quarterly
Networking	\$193.54	\$580.63
Fiber	\$401.04	\$1,203.12
Email	\$286.57	\$859.71
Virtual Servers	\$279.84	\$839.52
Domain Management	\$349.34	\$1,048.02
Internet Connectivity	\$238.10	\$714.30
Endpoint Protection	\$80.44	\$241.32
Patch Management	\$65.90	\$197.70
VPN Services	\$92.99	\$278.97
File Server	\$42.11	\$126.33
Server Backups	\$237.01	\$711.02
Help Desk Support	\$5,457.48	\$16,372.45
Mobile Device Management	\$55.78	\$167.34
LogMeIn License	\$18.58	\$55.74
Text Message Archiving	\$206.55	\$619.65

Social Media Archiving	\$295.93	\$887.79
Mitel Call Accounting	\$43.23	\$129.69
TRAKiT Maintenance	\$103.02	\$309.05
Total Fire Monthly Charge	\$8,447.45	\$25,342.35

# EXHIBIT B

## INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE MARYSVILLE FIRE DISTRICT REGIONAL FIRE AUTHORITY REGARDING THE RELEASE OF PUBLIC RECORDS

This indemnification agreement between the City of Marysville (City) and the Marysville Fire District (District) is in regard to a public records request received by the City on \_\_\_\_\_, 20\_\_\_\_.

The District asserts that certain records of the District residing on the City's servers should be:

- Exempted
- Redacted
- Non-responsive

Identification of documents:

---

(attach additional page(s) as necessary)

In consideration of the City exempting, redacting, or treating the record as non-responsive, the District agrees to defend, indemnify and hold harmless the City from any and all claims, injuries, damages, penalties, losses, or suits, including attorney fees for any violation of the public records act that arises from the District asserting an exemption, determining that a record is not responsive to a request received by the City, or delaying the City's response to the request in regard to the records identified in this Agreement.

SIGNATURES