

COUNTY DEPARTMENT: Information Services
CONTACT PERSON: JD Braathen
ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201
TELEPHONE/FAX NUMBER: (425) 388-7171 / (425) 388-3999
PUBLIC AGENCY: Community Transit
CONTACT PERSON: Paul DeCamp
ADDRESS: 7100 Hardeson Road, Everett, WA 98203
TELEPHONE/FAX: (425) 438-2698/(425) 438-2698
PROJECT: Information Technology Services
AMOUNT: As specified in supplemental work orders
FUND SOURCE: Community Transit
CONTRACT DURATION: Five (5) Years from date of
Contract Execution

INTERGOVERNMENTAL SERVICES AGREEMENT 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 Services (hereinafter "SCDIS") and the Snohomish County Public Transportation Benefit Area, Community Transit, a separate political subdivision of the State of Washington (hereinafter "CT"), for the purpose of SCDIS providing information services to CT.

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 CT is a "public agency" as that term is defined under the Interlocal

Cooperation Act at RCW 39.34.020;

WHEREAS, CT 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.

NOW, THEREFORE, this Intergovernmental Services Agreement sets out the terms and conditions for the provisions of information technology services by which SCDIS will provide to CT, the compensation to be paid therefore, and the mutual obligations of the Parties.

1. Scope of Information Services to be performed by SCDIS: SCDIS will provide information technology goods and information processing services upon receipt of a fully executed Supplemental Work Order (SWO), signed by the SCDIS Director and an authorized agent for CT, in substantially the same form as provided in Exhibit "A", attached hereto and incorporated herein. Each SWO will include a description of the specific services to be provided, the term, 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. Fiber optic network connection to both the Merrill Creek Operating Base (MCOB) point-of-presence and the Kasch Park Operating Base (KPOB) point-of-presence.
- B. Providing ISP (Internet Service Provider) services.

C. Disaster Recovery (DR) support.

2. Treatment of Assets: Computer application programs and other software systems furnished to CT 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 CT for which CT is not reimbursed by SCDIS shall remain in CT. Title to all property purchased by CT for which CT is reimbursed by SCDIS and is used as 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 Intergovernmental Services Agreement.

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

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

3. Surrender of Property: The CT shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to CT all property of CT upon completion, termination, or cancellation of this

Agreement.

4. Time of Performance. This Agreement shall become effective upon signature by both parties and either: (a) recording of the same with the Snohomish County Auditor or (b) listing of this Agreement by subject on the public agency's web site as provided by RCW 39.34.040. This Agreement shall remain in force for a period of five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.

5. Compensation: CT 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.

CT will pay SCDIS for services provided hereunder and as set out in the applicable SWO.

Charges for information technology goods and information processing services under this Agreement will be based on the then current published rate or fee schedule of the SCDIS, or on the specific quotation described in SWO. 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 SCDIS will submit an invoice, or advice of charge, to CT monthly, or as defined in a SWO, detailing charges for services rendered during the preceding month. Payment is due in full upon receipt of the invoice by CT and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWO's with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the CT under the section 7 of this Agreement are not subject to late payment charges.

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

Payment to SCDIS of all submitted invoices or advice of charge shall be made pursuant to section 5 of this Agreement.

7. Mutual Covenants: CT will promptly notify the SCDIS in writing of issues regarding invoices, or of services which CT believes do not conform with the agreed upon terms of this Agreement and the applicable 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 applicable SWO through negotiation and consultations. If that fails, the parties may seek to resolve disputes through the aid of a mutually selected, independent third party;

When necessary, the parties may modify the Agreement by a written amendment effective upon execution by both CT and SCDIS. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

Both parties understand that 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 the existing processing requirements of CT.

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 CT systems and services as listed in the SWO. SCDIS will not bill CT until SCDIS has accepted service and/or system delivery responsibility. CT 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 CT shall keep all records required by this contract in accordance with statutory archival requirements.

10. Indemnification and Hold Harmless: CT 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 CT's performance of this Agreement, including claims by-CT'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 CT, 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 CT, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in section 11, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by CT and SCDIS, including claims by CT's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of CT 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.

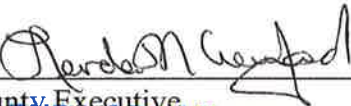
11. Limitation of Liability: In no event will SCDIS be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS

under the Intergovernmental Services Agreement or any SWO hereunder, even if SCDIS has been advised of the possibility of such damages.

12. Compliance with Laws: SCDIS and CT shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract. CT will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: Neither SCDIS nor CT shall 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. Governing Law and Venue: This Agreement shall be governed and construed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
16. Severability: Should any clause, phrase, sentence or section of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.


“SCDIS”

SNOHOMISH COUNTY


By:  12/10/14
County Executive Date
LEND A CRAWFORD
Executive Director

“CT”

COMMUNITY TRANSIT

By:  10/29/14
Chief Executive Officer Date

Recommended for Approval:

By: 
Department of Information Services Director

Approved as to Form Only:

By:  10/21/2014
Deputy Prosecuting Attorney Date

By:  10/29/2014
Community Transit Attorney Date

EXHIBIT A, SCDIS/ CT Supplemental Work Order

Exhibit "A"

Supplemental Work Order

This Supplemental Work Order (SWO) is executed by the Snohomish County Department of Information Services (SCDIS) and COMMUNITY TRANSIT (CT) pursuant to the terms and conditions of the Intergovernmental Agreement (IMA) dated the 10 day of December 2014. 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 IMA. This SWO sets forth the obligations of the parties with respect to SCDIS's provision of information services to CT. This SWO also serves as the Service Level Agreement, (See Responsibilities and Service Level Expectations, section 13 of this SWO) between CT and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide to CT supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO includes the "Primary" items listed in Appendix A – Services Listing and any item directly "associated" with the primary item after acceptance by SCDIS.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of five (5) years unless extended or terminated upon written notification to the other party. Either party may cancel or 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. **Designated Points of Contact and Escalation Points:** SCDIS's designated point of contact for CT to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Help Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.
5. **SCDIS Contacts and Escalation Points:**

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425.388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

CT's designated point of contact for SCDIS to send invoices, problem-solve and otherwise conduct business shall be:

EXHIBIT A, SCDIS/ CT Supplemental Work Order

CT Primary Contact:

IT Help Desk (425) 438-6100

CT Secondary Contacts:

Paul DeCamp (425) 438-2698

Mark Semkiw (425) 438-2663

Ann Martin (425) 438-6131

CT Informational Escalation Points:

Tim Chrobuck (425) 348-7115

- _____
- _____
6. **Payment for Services:** SCDIS will invoice CT for these services on a yearly basis for the monthly recurring costs of the Network / Integration services and deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more that ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
 7. **Declined Equipment:** _____
 8. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
 9. **Billing and Invoicing:** Billing and invoicing will be in accordance with procedures outlined in the IMA. CT will be billed yearly for services rendered. CT will be billed in full for services rendered up to and including the date DIS receives CT's cancellation or change request.
 10. **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.
 11. **Conflicts between SWO and IMA:** Should any conflicts exist between any SWO and the text of IMA, the text of the IMA shall prevail.
 12. **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.
 13. **Responsibilities and Service Level Expectations**
 - a. **SCDIS Responsibilities:**
 - i. Provide CT's fiber vendor a termination point for a single pair of single mode fiber.

EXHIBIT A, SCDIS/ CT Supplemental Work Order

- ii. Provide CT 2Us 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 CT's equipment.
 - iv. Provide CT access to the SCDIS Data Center during normal business hours (M-F, 8:00 AM – 5:00 PM).
 - v. Provide emergency access to the SCDIS Data Center.
 - vi. SCDIS takes no ownership when it comes to the repair of CT owned equipment, 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. Contact 425.388.3378 for access to the facility.
- b. **CT Responsibilities:**
- i. Provide fiber connectivity between CT and SCDIS data facilities.
 - ii. Provide Ethernet Switching equipment for 2RU rack space within SCDIS Data Center.
 - iii. Maintenance of Ethernet Switching equipment.
14. **Emergency Response:** Network outage, multi-user outage/critical event, or CT is unable to conduct business.
- a. **Response Time:** *2 Hour*
 - b. The assigned primary response contact will make contact within 1 hour of receiving notification from either the Help Desk or Management. If contact is not made within 30 minutes, 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.
15. **Priority Problem Response:** Network is impaired, CT is still able to conduct business; no practical workaround exists.
- a. **Response Time:** *3 Hours*
 - b. The primary response contact will make contact with CT'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.
16. **Routine Response:** User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.
- a. **Response Time:** *3 Days (Maximum)*
 - b. The 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.

EXHIBIT A, SCDIS/ CT Supplemental Work Order

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

Primary CT Contact:

Paul DeCamp (425) 438-2698

Additional designated CT staff members:

Mark Semkiw (425) 438-2663

Primary SCDIS Contact:

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

Community Transit



Signature

Tim Chrobuck

Print or Type Name

10/31/14

Title

Date

Snohomish County

Department of Information Services.



Director, Department of Information Services

Gage Andrews

Print or Type Name

11/5/14

Title

Date

EXHIBIT A, SCDIS/ CT Supplemental Work Order

Appendix A to Exhibit A- SWO CT 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 three (3) hour minimum. An additional \$200.00 per incident will be charged for each after hour incident management/access and response in excess to the contracted twelve (12) hours. (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	Charge Each	Monthly Charge	Annual charge
Internet Access	1Mbps via 95 th percentile	10	\$33	\$330	\$3,960
Administrative Fee	5% Admin Fee	1	\$1.65	\$16.50	\$198
IP Addressing	/27 Address Range (32 IP Addresses)	2	\$0	\$0	\$0

SCDIS uses RRDtool to graphically represent the customer’s bandwidth and billing operations data on a monthly recurring basis.

Bandwidth data is measured from the customer’s activated network interface port on SCDIS 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. If CT’s bandwidth is equal to or less than the subscribed amount above (in this case 10Mbps) no further billing will be initiated. However, if CT’s bandwidth is greater than the subscribed amount, Snohomish County will bill for the bandwidth used by CT in excess of the subscription amount.

EXHIBIT A, SCDIS/ CT Supplemental Work Order

Appendix B to Exhibit A – SWO Basic Services

Basic Services include: Co-location of CT equipment within the SCDIS Data Center Co-location space has been established for Ethernet switching equipment and consists of two (2) rack units.

Hours of Service:

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

Maintenance: Monday-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 you will be working during those periods then please contact the Help Desk at 425.388.3378 so that they might advise Network and Systems Engineers of your situation.

Net Services Infrastructure:

Support Services and Maintenance

Provide services on SCDIS owned as needed for standard Transport Services to include all time and materials necessary to return this service and its associated equipment to working condition upon failure. *These devices and transport services will be owned, operated, and configured by SCDIS.*

Provide Data Center Net Equipment Hosting of CT owned equipment and transports in order to access SCDIS standard Transport Services: It will be incumbent on CT to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated, and configured by CT.*

Purchase, Delivery and Installation

CT will purchase, prepare and deliver mutually agreed upon Ethernet Switching equipment for placement in the SCDIS Data Center.

Warranty Repair Assistance

Warranty and Repair of CT electronics is solely the responsibility of CT.

Help-Desk Dispatch and Telephone Support

SCDIS will provide a single-point service to report suspected SCDIS problems which might involve SCDIS owned equipment and Transports and to assist with Data Center access and escort arrangements.

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL SERVICES
AGREEMENT BETWEEN COMMUNITY TRANSIT AND SNOHOMISH COUNTY
TO PROVIDE INFORMATION TECHNOLOGY SERVICES**

THIS AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN COMMUNITY TRANSIT AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES ("Amendment No. 1") is entered into as of this 9th day of April, 2018, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Snohomish County Public Transportation Benefit Area, Community Transit, a separate political subdivision of the State of Washington ("CT").

RECITALS

- A. Whereas, the County and CT entered into that certain agreement executed on December 10, 2014, entitled "Intergovernmental Services Agreement to Provide Information Technology Services" (the "Agreement"); and
- B. Whereas, the Services are limited in scope to include only fiber optic network connection, ISP services and disaster recovery support; and
- C. Whereas, the County and CT now desire to extend the Services to include geographic information system ("GIS") services.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CT agree as follows:

Section one (1) of the Agreement shall be amended to include subsection D to read, "D. Geographic Information System Services."

Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY


Snohomish County Executive

4/9/18
Date

COMMUNITY TRANSIT


CT Executive

3-20-18
Date

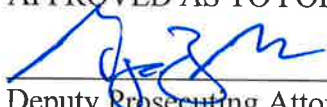
RECOMMENDED FOR APPROVAL



Director,
Department of Information Technology

3/28/18
Date

APPROVED AS TO FORM ONLY:


Deputy Prosecuting Attorney

3/27/18
Date


CT Attorney

3/14/2018
Date