

RESOLUTION NO. 2015 - 529

A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY

WHEREAS, the City of Mill Creek and Snohomish County currently cooperate to provide each other with Information Services pursuant to Interlocal Agreement between the City of Mill Creek and Snohomish County recorded under Snohomish County recording number 201007010079 and is scheduled to terminate on June 28th, 2015; and

WHEREAS, the City of Mill Creek would benefit from continuing its cooperative relationship with Snohomish County for Information Services.

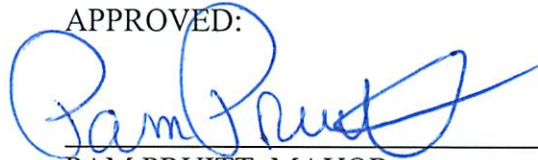
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The City Manager is authorized to execute the Interlocal Agreement between the City of Mill Creek and Snohomish County to Provide Information Technology Services, which is attached as Attachment A.

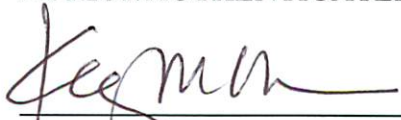
Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Adopted this 26th day of May 2015 by a vote of 6 for, 0 against, and 0 abstaining. *(Councilmember Bond was absent)*

APPROVED:


PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:


KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:


SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: 5/26/15

PASSED BY THE CITY COUNCIL: 5/26/15

PUBLISHED: n/a

EFFECTIVE DATE: 5/26/15

RESOLUTION NO.: 2015-529

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 Mill Creek

AGENCY CONTACT PERSON: James Busch

ADDRESS: 15728 Main Street, Mill Creek, WA 98012

TELEPHONE/FAX: (425) 921-5729/ (425) 745-9650

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 Mill Creek

CONTRACT DURATION: June 29, 2015 through June 28, 2020

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT BETWEEN THE CITY OF MILL CREEK 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 Mill Creek, a Washington municipal corporation ("COMC").

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

WHEREAS, COMC 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; and

WHEREAS, SCDIS requires supplemental information technology services from COMC in order to transmit information from Snohomish County Public Works transportation equipment back to the County, and to host a piece of SCDIS equipment for network operations;

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 COMC 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 COMC, 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 by SCDIS to COMC are limited to the following:
 - i. Provide two (2) unit space in the Meet-Me Room rack to mount the COMC

- network equipment in the SCDIS data center, and
 - ii. Provide for twenty-four (24) cross-connects to connect to other agencies or services located in the SCDIS data center, and
 - iii. Other functions as may be mutually agreeable.
- c. The scope of information technology goods and information services to be provided by COMC to SCDIS are limited to the following:
- i. Provide unit space in the COMC facilities for one (1) SCDIS coarse wave division multiplexing (CWDM) device, and
 - ii. Provide for transmission of information over the COMC fiber network for County Public Works information back to the County.
2. Treatment of Assets. Computer application programs and other software systems furnished to COMC 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 COMC for which COMC is not reimbursed by SCDIS shall remain in COMC. Title to all property purchased by COMC for which COMC 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 COMC shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COMC shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COMC.

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

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

COMC 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 COMC, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COMC annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COMC and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of

Attachment A

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 COMC under the Section 7 of this Agreement are not subject to late payment charges.

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

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

COMC shall allow space for the SCDIS CWDM device in the COMC facilities, and the ability for information to be transmitted on the COMC fiber for the County Public Works operations.

7. Mutual Covenants: COMC will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COMC 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 COMC 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 COMC'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 COMC systems and services as listed in the SWO. SCDIS will not bill COMC until SCDIS has accepted service and/or system delivery responsibility. COMC 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 COMC 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, COMC 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 COMC's performance of this Agreement, including claims by COMC'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 COMC, 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 COMC, 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 COMC and SCDIS, including claims by COMC's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COMC 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 COMC 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 COMC under this Agreement or any SWO hereunder, even if SCDIS or COMC has been advised of the possibility of such damages.
12. Compliance with Laws: SCDIS and COMC shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COMC 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 COMC 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 COMC 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 COMC are needed for the County to respond to a request under the Act, as determined by the County, COMC agrees to make them promptly available to the County. If COMC 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, COMC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to

Attachment A

inspect or copy the information so identified by COMC 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 COMC (a) of the request and (b) of the date that such information will be released to the requester unless COMC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COMC fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COMC to claim any exemption from disclosure under the Act. The County shall not be liable to COMC for releasing records not clearly identified by COMC as confidential or proprietary. The County shall not be liable to COMC for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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.

Attachment A

“SCDIS”

“COMC”

SNOHOMISH COUNTY

CITY OF MILL CREEK

By: _____
County Executive Date

By: _____
City Manager Date

Approval Recommended:

Gage Andrews, Director
Snohomish County
Department of Information Services

Approved as to Form Only:

Deputy Prosecuting Attorney

City of Mill Creek Attorney

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

Exchange of Services between the City of Mill Creek 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 Mill Creek (“COMC”) pursuant to the terms and conditions of that certain Interlocal Agreement between the City of Mill Creek 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 COMC. This SWO also serves as the Service Level Agreement between COMC and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS and COMC to provide supplemental information technology services to one another as outlined in this SWO and the appendices.
2. **Scope of Work:** The specific services covered by this SWO include:
 - a. SCDIS will provide single mode fiber cross connect between SCDIS demarcation point and COMC switching equipment in the Meet Me rack in the SCDIS data center. SCDIS will mount, provide power, and energize COMC’s network equipment; and
 - b. COMC will provide space in their facilities for the SCDIS Coarse Wave Division Multiplexing (CWDM) device and the ability for data to be transmitted on the COMC fiber network for County Public Works for public safety use in support of County traffic signals; and
 - c. 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
 - d. 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 from June 29, 2015 and shall be effective 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. **Designated Points of Contact and Escalation Points.** SCDIS’s designated point of contact for COMC to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service 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.

EXHIBIT A, SCDIS/ COMC SWO-001-15

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

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

COMC Primary Contact: James Busch, IT Manager
425-921-5729 / 206-713-5740
jamesb@cityofmillcreek.com

Additional COMC staff members: Tom Gathmann, Public Works
425-921-5722
tomg@cityofmillcreek.com

- 5. Payment for Services:** SCDIS will invoice COMC for services as they occur for the costs of the after-hours response 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 than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
- 6. Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COMC and SCDIS for their respective equipment.
- 7. Pricing and Service Fees:** Due to the co-location of equipment on each other's premises and the need for the agencies to receive services from one another, SCDIS and COMC mutually agree to exchange the services set forth within this SWO without cost to one another. The exception to this no-cost exchange will be that charges will apply when COMC requests after-hours services that require SCDIS to respond. The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
- 8. 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.
- 9. 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.
- 10. 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.

11. Notices: Notices and other communications between SCDIS and COMC 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. COMC 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 (jamesb@cityofmillcreek.com). SCDIS shall fulfill its obligations under this SWO by providing COMC with notice at the email address most recently provided by COMC for use in providing notices pursuant to this SWO.

12. Responsibilities and Service Level Expectations:

a. **SCDIS Responsibilities:**

- i. Provide COMC's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide COMC two (2) units of rack space and Uninterruptable Power Supply power in SCDIS's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COMC's equipment.
- iv. SCDIS takes no ownership regarding the repair of COMC 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. COMC can contact SCDIS at 425-388-3378 for access to the facility.

b. **COMC Responsibilities**

- i. Provide fiber connectivity between COMC and SCDIS data facilities, subject to COMC's separate contractual rights and obligations for use of the leased fiber.
- ii. Provide Ethernet Switching equipment for two (2) units of rack space within SCDIS Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Provide SCDIS space for one Coarse Wave Division Multiplexing device (CWDM) in the COMC facilities.
- v. Provide 1Mbps transportation back to SCDIS on the COMC fiber for public safety use in support of Public Works traffic signals. This transportation is subject to COMC's separate contractual rights and obligations for use of the leased fiber. COMC does not warrant the connectivity or merchantability of the fiber beyond the warranties provided to COMC by the fiber owner.
- vi. COMC takes no ownership regarding the repair of SCDIS owned equipment.

- 13. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COMC is unable to conduct business.
- a. **Response Time** **2 Hours**
 - b. COMC 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.
- 14. Priority Problem Response:** Priority problem shall mean network impairment, or when COMC is still able to conduct business but no practical workaround exists.
- a. **Response Time** **3 Hours**
 - b. COMC 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.
- 15. 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. COMC 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.
- 16. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COMC Primary Contact: James Busch, IT Manager
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012
(425) 921-5729 / (206) 713-5740
Jamesb@cityofmillcreek.com

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/ COMC SWO-001-15

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

Approved

City of Mill Creek

Signature

Print or Type Name

Title

Date

Approved

Snohomish County

Signature

Print or Type Name

Title

Date

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

SCDIS will provide the following services at the prepaid support rate identified below.

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 24 cross connects	Connectivity/Equipment hosting	12	06/01/2010	SCDIS		\$0.00	\$0.00

SWO-001-15 - Total Recurring Charges: \$0.00 \$0.00

After-Hours Requests:

Services	Rate	Comments
After Hours Incident Request	\$100.00 per hour	3 hour minimum charge
After Hours Incident Exceeding 12 Hours	\$200.00	Flat fee in addition to the per hour charges

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

Appendix B to Exhibit A – SWO Basic Services

Basic Services shall include co-location of COMC 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 may occur during this period. SCDIS will notify COMC 24 hours in advance of any maintenance being performed that could impact COMC network operations.

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 COMC owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COMC 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 COMC.*

Purchase, Delivery and Installation

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

EXHIBIT A, SCDIS/ COMC SWO-001-15

Warranty Repair Assistance

COMC shall be solely responsible for warranty and repair of COMC 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 COMC in the restoration of SCDIS contracted services.

COMC 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 COMC and SCDIS.

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