

#C-86-2009

KK560

## INTERLOCAL SERVICE LEVEL AGREEMENT

This agreement is made and entered into by Stevens County and the City of Chewelah pursuant to the provisions of RCW 39.34.

IT IS MUTUALLY AGREED AS FOLLOWS:

### 1. PARTIES

THIS AGREEMENT is entered into between Stevens County hereinafter "The County", and the City of Chewelah, hereinafter "Agency".

"Customer" shall be defined for the purpose of this agreement as the recipient of goods or services.

"Provider" shall be defined for the purpose of this agreement as the deliverer of goods or services.

### 2. PURPOSE

This document establishes an Interlocal Service Level Agreement between the County and Agency as defined and authorized by the Interlocal Cooperation Act RCW 39.34. This Interlocal Service Level Agreement sets out the terms and conditions under which the County cooperatively provides the Agency with services provided by the Stevens County Information Services Department.

### 3. GENERAL TERMS AND CONDITIONS

#### 3.1 DURATION

This Agreement is effective on the date of execution by both parties and remains in full force and effect until terminated by either party in accordance with the TERMINATION provision herein.

#### 3.2 TERMINATION

3.2.1 TERMINATION FOR CONVENIENCE - Either party may terminate this Agreement upon 30 days written notice to the other.

3.2.2 TERMINATION FOR CAUSE - If for any cause, the County or the Agency does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement, Customer will pay for services rendered prior to the effective date of the termination.

3.2.3 TERMINATION FOR PUBLIC CONVIENCE - Either the County or the Agency may terminate the contract in whole or in part whenever the County or Agency determines, in its sole discretion, that such termination is in the best interests of the County or Agency. Whenever the contract is terminated in accordance with this paragraph, each party shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contact price for partially completed items of work will be made, but such

*2 Orig. / 1 to Chew.*

*C - Mark Curtis*

adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract at any time during the term, whether for default or convenience, shall not constitute a breach of contract.

### 3.3 LIMITATION OF LIABILITIES AND REMEDIES

3.3.1 NON-CONFORMING SERVICES - For any services which fail to conform to the specification of this Agreement, and such failure is caused solely by the negligence of the Provider, no charge will be invoiced. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Customer is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished by Provider to the Customer.

3.3.2 EQUIPMENT DAMAGE - For any equipment damaged as the result of negligence by either party, that party will be obligated to pay for repair or replacement of that equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each.

3.3.3 DAMAGES - Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

3.3.4 THIRD PARTY CLAIMS - In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

3.4. NOTICE OF DISPUTE - Customer will promptly notify the Provider of disputes regarding invoices, or of services which Customer believes do not conform with the agreed upon terms of this Agreement within 30 days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within 30 days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

3.4.1 VENUE AND CHOICE OF LAW - This agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the courts of competent jurisdiction in Stevens County, Washington.

3.5. ASSIGNMENT - This Agreement may not be assigned by either party to a third party without the prior written consent of the County and the Agency.

3.6. WAIVER - If a breach of a provision of this Agreement is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

3.7. SEVERABILITY - If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

3.8. NOTICES - All notices and communications which may be required by this Agreement shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid. Notice shall be sent to:

Stevens County  
Stevens County Board of County Commissioners  
Attention: Polly Coleman, Clerk of the Board  
215 S. Oak Street, Room 214  
Colville, WA 99114  
Phone (509) 684-3751  
FAX (509) 684-8310

AGENCY: City of Chewelah  
CONTACT NAME: Curtis A Kelling  
ADDRESS: P.O. Box 258  
CITY/STATE: Chewelah, WA  
ZIP CODE: 99109  
PHONE: 509-935-8311  
FAX: 509-935-6279

3.9. ADMENDMENTS/MODIFICATIONS - This Agreement may be modified or amended by the mutual written consent of the parties. Terms and conditions specified in an order supplement will have precedence over the terms and conditions specified in this Agreement. The order supplement may amend or modify the terms in this Agreement.

#### 4. COUNTY NETWORK ACCESS SERVICE

The County will provide the Customer with a secure Virtual Private Network (VPN) network router on the Customer's premise that will facilitate access to the County network via an encrypted connection. The County will manage this device and work with the Customer's technology staff to resolve connectivity issues that may appear on Customer's network.

The County network shall be available to the Agency 24 hours per day, 7 days a week except during system failure or scheduled maintenance.

Basic support shall consist of network management; security management, network connectivity and management, network troubleshooting to the Customer Point of Presence, and capacity planning. Basic support shall apply to all Agency Law Enforcement Personnel who are employees of the Customer.

Basic network connectivity support for the Agency shall be provided each business day from the hours of 8am to 4:30pm Pacific Standard Time excluding Stevens County holidays and weekends.

The basic scope of service for County network access is provided in Exhibit A, hereinafter, incorporated by reference.

See Exhibit B, Hardware and Software Required to Access the County Network for hardware and software requirements. Please note that hardware and software requirements are subject to change. Stevens County will review and publish requirements in August of each year.

#### 4.1. THE COUNTY MAY PRIORITIZE PROVISION OF ACCESS.

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

#### 4.2. SERVICE PROVISIONING

Requests for new service, changes to existing service, or billing and service agreement changes should be submitted, in writing, to:

Stevens County Information Services  
215 S. Oak Street, Room 113  
Colville, WA 99114  
Phone (509) 684-7505  
FAX (509) 684-8310

#### 4.3. NETWORK AVAILABILITY

The County network availability objective is 99.8% seven days a week, 24 hours per day; with the following exceptions:

##### 4.3.1. SCHEDULED MAINTENANCE

Stevens County Information Services reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance and attempt to minimize impacts to each user agency. The Customer must notify Stevens County Information Services one week prior to the scheduled maintenance window, if the Customer requires the County network to be available during scheduled maintenance. Scheduled maintenance may result in loss of network access for a period of time.

##### 4.3.2. SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades to the County network differ from normally scheduled maintenance. It is conceivable that an upgrade may cause the network to be unavailable up to a full day. In the event of an upgrade, the Customer will be informed a month prior to the scheduled upgrade time. Stevens County will make every reasonable attempt to schedule the upgrade to minimize impacts to each Customer.

##### 4.3.3. EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Customer whenever possible.

#### 4.4. Customer Maintenance demarcation point

Stevens County will repair, configure and maintain the County network up to the Customer's' Ethernet side of the last network device owned and maintained by Stevens County. Responsibility to repair, configure or maintain Customer workstations, electronic messaging systems, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Customers network shall be the responsibility of the Customer.

#### 4.5. STEVENS COUNTY INFORMATION SERVICES HELP DESK COVERAGE

The Stevens County help desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:00 AM - 4:30 PM. The phone number is: (509)684-7505

Guaranteed availability of the Help Desk personnel is not possible due to staffing constraints. The help desk will log computer and network problems and dispatch problems to the responsible technician. If the help desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The help desk will return the call as soon as possible.

The Customer may also send electronic mail regarding problems to ISTechSupport@CO.stevens.wa.us. This address is monitored during business hours (8:30am - 4:30pm) Monday through Friday, excluding holidays.

The Customer is responsible for providing a current contact list to Stevens County Information Services.

##### 4.5.1 AFTER HOURS COVERAGE

All calls for after hours support should be made to the Stevens County Dispatch Center at: (509)684-2555. The Dispatchers will contact the Information Services Department and ask them to investigate the issue.

#### 4.6. CONFIGURATION MANAGEMENT

All configuration changes to the County network will be made by Stevens County Information Services Department. The Customer will provide a primary and alternate point of contact name of authorized personnel who can coordinate/request changes to the County network access.

#### 4.7. SECURITY AND INTEGRITY

The County network is protected from the Internet with firewall security to prevent unauthorized access. The Customer is responsible for securing their organization's computer resources against all unauthorized access.

#### 4.8. AUTHORIZED USE

This agreement is intended for use by the Customer's employees only. All access must be approved by Stevens County Information Services.

#### 4.9. INDIRECT ACCESS

Customer will take measures to prevent unauthorized third party indirect access to the County network. Examples of this would be gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of the County network, but whose resultant IP address would appear to the network as being the Customer's address.

#### 4.10. COUNTY NETWORK PROTECTION

To protect the County and other entities that may be attached to the County network from malicious attacks directly or indirectly originating from within the Customer's private network, it is expected that the Customer will take reasonable measures to protect their computer systems from malicious software.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Customer's network and any other network that Customer is connected to that they do not directly administer. This includes the Internet.
- Education of Customer employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

#### 4.11. CUSTOMER FIELD OFFICE ENVIRONMENT

The Customer is responsible for providing an acceptable operating environment for all equipment used to access the County network. The Customer is responsible for the security, power quality and cleanliness of the equipment environment. Equipment replacement due to damage resulting from, but not limited to, power surges, water damage, improper handling or extremely high temperatures is the responsibility of the Customer.

#### 5. COUNTY NETWORK ACCESS SERVICE ESTIMATED COST

The County network access service will be billed based on actual costs incurred.

Basic rates for the County network access are reviewed in August of each year to derive budgetary estimates. Final rates are determined after the Board of County Commissioners has adopted the next year's budget. Estimated rates are subject to change based on costs incurred by the County.

Budgetary cost estimates are available upon request.

### 5.1. CHARGES

Charges for products and services provided by the County will be based on the following formula:

$$(.1 \text{ FTE/AA}) + \text{DSL}$$

Where;

FTE = Salary of Full Time Equivalent Network Technician

AA = Number of Agency Accounts

DSL = Cost of Digital Subscriber Line Connection

Responsibility to repair, configure or maintain Customer workstations, electronic messaging systems, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Customers network shall be the responsibility of the Customer. Any work performed by County network technicians on this equipment will be billed back to the Customer at an hourly rate as specified in Exhibit A.

### 5.2. CUSTOMER EQUIPMENT COSTS

The Customer shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, other supplemental equipment and the costs of connecting that equipment with the County's equipment. Where required by the County, the Customer will buy equipment specified by the County for this computer network access. The Customer will be responsible for trouble shooting and maintaining their equipment and data link. County equipment that is resident in Agency facilities shall be tagged with an inventory tag identifying that equipment as County owned.

5.3. INVOICES AND LATE PAYMENT - The Provider will invoice Customer monthly detailing charges for services rendered during the preceding month. Payment is due upon receipt of invoice by Customer and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued. Amounts disputed by Customer under Section 3.5 are not subject to late payment charges.

### 5.4. SERVICE ADDS/CHANGES

Service additions or changes occurring on or before the 15th of the month will be charged for the full month. Additions or changes occurring after the 15th of the month will be invoiced starting the following month. All service additions or changes must be submitted in writing. All additions and changes will be billed on a time and materials basis.

5.5. SERVICE CANCELLATION

Services canceled on or before the 10th of the first month of the quarter will not be charged for the quarter. Services canceled after the 10th of the first month of the quarter will be charged for the full quarter. All service cancellations must be submitted in writing.

6. SURRENDER OF PROPERTY - Both parties shall surrender to the each other all property owned by the other prior to settlement upon completion, termination, or cancellation of this Agreement.

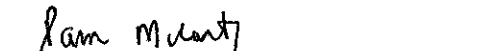
7. SIGNATURE BLOCKS

The parties acknowledge that they have read, understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this agreement.


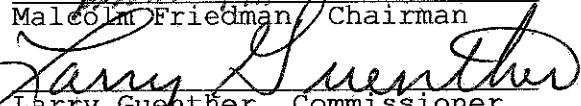

CITY OF CHEWELAH

  
Clancy Bauman, Mayor

Attest:

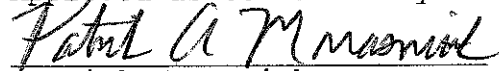
  
Pam McCart, Clerk/Treasurer

BOARD OF COUNTY  
COMMISSIONERS  
STEVENS COUNTY, WASHINGTON

  
Malcolm Friedman, Chairman  
  
Larry Guenther, Commissioner  
  
Merrill Ott, Commissioner

5-11-09

Approved as to Form Only:

  
Patrick Monasmith  
City of Chewelah Attorney

Approved as to Form Only:

  
Lloyd Nickel  
Stevens County Deputy Prosecutor

## Exhibit A

### 2009 Rate Schedule for County Network Access

Charges for products and services provided by the County will be based on the following formula:

$(.1 \text{ FTE/AA}) + \text{DSL}$

Where;

FTE = Full Time Equivalent Network Technician's Salary/Benefits

AA = Number of Agency Accounts

DSL = Cost of Digital Subscriber Line Connection

2009 FTE = \$66,225

#### Services Provided:

- Install, configure, and maintain the Cisco 1811 Router at the Customer's location
- Coordinate and maintain VPN connection between County and Customer
- Configure and maintain County Cisco Firewall for port access
- Create and maintain Customer VLAN security
- Install, configure, and maintain NetMotion server
- Install, configure, and maintain DSL connection
- Liaison support for Customer's technical service provider

Responsibility to repair, configure or maintain Customer workstations, electronic messaging systems, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Customers network shall be the responsibility of the Customer. Any work performed by County network technicians on this equipment will be billed back to the Customer at an hourly rate.

2009 County Technician Rate = \$50.00/hour

**Exhibit B**  
 Hardware and Software Required to Access County Network

Requirements for Customer Workstations	Type of User	
	General User	Mobile User
Windows Operating System	XP Pro	XP Pro
CPU	333 MHz	333 MHz
Memory	1 GB	1 GB
Ethernet Card	10/100 Mbps	Air Card
Screen Resolution	1024x768	1024x768
Colors provided by monitor and video card	256 or more	256 or more
Hard Disk Space	80 GB	80 GB
Monitor	19" or larger	15" or larger