INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER

AND

CLARK COUNTY FOR DELIVERY OF TECHNOLOGY SERVICES

THIS IS AN AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Ch 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation and charter city of the first class in the State of Washington (the "City"), and Clark County, Washington, a political subdivision of the State of Washington (the "County"). This AGREEMENT supersedes the 2001-2004 Interlocal Agreement between the parties for Delivery of Technology Services dated March 13, 2001 and filed under Auditor's File Number 3345782, as amended by Agreement dated June 19, 2001, and filed under Auditor's File Number 336583, and as further amended and extended through December 31, 2005, by the Amendment to Agreement Between the City of Vancouver and Clark County for Delivery of Technology Services dated January 4, 2005. This AGREEMENT provides for the City to contract for specified information technology services from the County and for the County to provide such information technology services upon the Terms and Conditions agreed to herein.

NOW, THEREFORE,

THE CITY AND COUNTY agree as follows:

TERMS AND CONDITIONS

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SECTION 1 - PURPOSE. The purpose of this Agreement is to define the services to be provided and the terms and conditions under which they will be provided to the City by Clark County Office of Budget and Information Services. County OBIS and City IT acknowledge that this agreement represents a public partnership with a goal of providing the most cost effective services to our citizens. As such, County OBIS will ensure due diligence and cooperation in working with third-party vendors hired by the City or the County in respect to the provision of IT services.

SECTION 2 - TERMINOLOGY. As used in this Agreement, certain terms shall have the following meanings:

"County OBIS" or "OBIS" shall mean the Clark County Office of Budget and Information Services.

"County" shall mean either County OBIS or County government, depending on the context within which it is used.

"City" or "City IT" shall mean the City of Vancouver Information Technology Services Department or City government, depending on the context within which it is used.

SECTION 3 - EFFECTIVE DATE/TERM. The effective date for this agreement is January 1, 2006. It shall continue in force until terminated as set forth in Section 4 of this Agreement.

SECTION 4 - TERMINATION. Either party may terminate this Agreement upon providing written notice of intent to terminate to the other party one hundred eighty (180) days in advance.

4.1   In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of or adverse impact on the services enjoyed by either party under this agreement. The disentanglement process shall begin as soon as possible but not later than the date of termination. Both parties shall, in good faith, develop a work plan to divide resources in such a manner that will seek to maintain existing service levels and minimize disruption of services. The cost of disentanglement shall be divided equally between the parties.

4.2   Third-Party Authorizations. County shall execute any third-party authorizations necessary to grant the City the use and benefit of any third-party contracts.

4.3   Licenses to Proprietary Software. County shall allow the City (after receiving written approval from the County) or other service provider to use, copy, and modify, applications and programs developed by the County that would be needed in order to allow the City to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

4.4   Delivery of Documentation. County shall deliver to the City or its designee, at the City's request, all documentation and data related to the City, including the City Data held by County.

4.5   Network Equipment On Termination. If the City elects to separate from the shared City/County network and terminate this agreement, the County shall become the owner of the hardware and software needed to support the County's network and the City shall become the owner of hardware and software needed to support the City's network; the hardware and software that is needed to support both networks shall become the joint property of both entities. Upon

termination, the City shall compensate the County for the equipment and software transferred in an amount equal to the fair market value of such items reduced in proportion to any amounts that the City contributed to the purchase or procurement of such items either before or after the dissolution. The County may waive the requirement of compensation if such items are not considered to be a fixed asset by the County.

4.6   Maintenance Contracts. If the City elects to separate from the shared network and terminate this agreement, the County shall be liable for those maintenance contracts related to the County's hardware and software. The City shall be liable for the maintenance contracts related to the City's hardware and software. Both entities shall be liable for the maintenance contracts related to the hardware and software that is jointly owned. The parties shall execute any documents necessary to transfer said contracts and the ownership/license associated with them.

4.7   Personnel. Should the City decide to terminate this agreement, to the extent that such termination will displace one or more County employees, then it is agreed that the City and County should make a best efforts attempt to transfer personnel from the County to the City in order to provide a reasonable opportunity to provide staff continued employment.

SECTION 5 - ADMINISTRATION. The Vancouver City Manager and the Clark County Administrator or their designees shall administer this Agreement.

SECTION 6 - DISPUTE RESOLUTION. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the Vancouver City Manager and the County Administrator or their designated representatives shall review the dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the Clark County Administrator. The decision of the City Manager and the County Administrator regarding the dispute shall be written as an addendum to this contract and shall be final as between the parties.

Any controversy or claim arising out of or relating to the alleged breach of this Agreement that cannot be resolved by the City Manager and County Administrator may be submitted to mediation and, if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If either jurisdiction determines that there has been a violation of the provisions set forth in this Agreement, it shall provide timely written notice specifying the violation to the other jurisdiction. The other jurisdiction shall have ninety (90) days to cure the violation. In the event the violation is not cured, the agreement will terminate 180 days subsequent to the date of notification and disentanglement proceedings shall commence as described in Section 4.

SECTION 7 - COUNTY AS INDEPENDENT CONTRACTOR. Clark County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and County or any of the County's employees or agents. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. The County shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the City an employee of the County or any employee of the County an employee of the City for any purpose, including but not limited to, withholding of taxes,

payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges afforded County or City employees by virtue of their employment.

SECTION 8 - HOLD HARMLESS/INDEMNIFICATION Except as provided in the Wi-Fi Services Agreement, attached hereto as Attachment 3, the County agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by the County of this Agreement. Without limiting the generality of the foregoing, the County further expressly agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents, from and against any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement by the County, its officials, employees, or agents. Provided, however, that this provision does not indemnify the City against liability for damages arising out of the City's failure to abide by reasonable industry and user standards and the reasonable requirements provided by the County which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW; provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person caused by or resulting from the sole negligence of the City, its elected officials, officers, employees and agents.

This indemnity and hold harmless shall further include any claim made against the County or the City regarding payment of any taxes other than state sales tax on tangible goods.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing party.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING. Neither the City nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 10 - NON-DISCRIMINATION. In connection with the provision of services pursuant to this Agreement, the Parties shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of

any physical, mental or sensory disability, or perceived or actual sexual orientation. The Parties certify that they are Equal Employment Opportunity Employers.

SECTION 11 - NO THIRD PARTY BENEFICIARY. The City does not intend by this Agreement to assign any contractual obligations to anyone other than the County. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and County do not intend there be any third-party beneficiary to this Agreement.

SECTION 12 - NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

If to the County:

CLARK COUNTY
OFFICE OF BUDGET & INFORMATION SERVICES
P.O. Box 5000
Vancouver, Washington 98666-5000
Attention: Director

and

CLARK COUNTY
P.O. Box 5000
Vancouver, Washington 98666-5000
Attention: County Administrator

If to the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Information Technology Manager

and

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: City Manager

Either the City or County giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

SECTION 13 - WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 14 - RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 15 - ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 16 - AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the Vancouver City Manager and the Clark County Administrator or their designees.

SECTION 17 - DOCUMENT EXECUTION AND FILING. The City and County agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and County. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by Clark County. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon both City and County.

SECTION 18 - SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

SECTION 19 - SERVICES. County IS shall provide the following services, summarized below, but more specifically detailed in Appendix 1. The costs for these services are described in the allocation methodology detailed in Appendix 2.

19.1   Administration (account 518810). This function provides leadership, managerial, business, and administrative support to the County IS department.

19.2   Maintenance Agreements (account 518811). This service includes contracted agreements for maintenance on network and server hardware and related applications.

19.3   Data Circuits (account 518812). This service provides for shared circuits for Internet and network data.

19.4   Department Overhead (account 518813). This function includes shared portions of County IS office supplies, facilities costs, and copier costs.

19.5   Software Licensing (account 518816). This service provides for shared software application and database licenses, including operating systems and required system utilities, maintained at version levels supported by system vendors and compatible with City applications.

19.6   Help Desk (account 518851). Help Desk services include telephone-based IT and telecommunications support for City users with tracking and dispatch capability to City IT and County IS staff.

19.7   Operations (account 518853). This function provides for the data center operations of the Clark Regional Technology Center facility that contains most of the City and County servers.

19.8 Applications and Database (account 518860). This function provides application support and database services.

19.9 Network Administration (account 518870). This service provides for the construction, maintenance, and support of the computer network infrastructure equipment, wiring, and operation.

19.10 Systems Administration (account 518885). This service provides for the system administration of all minicomputer, mainframe systems, and network applications.

19.11 Server Replacements (fund 5090). This function forecasts and budgets for the periodic replacement of the shared City/County server inventory.

19.12 Review of Services and Changes in Budget.

19.12.1 Applications and Database. This agreement provides for the County to provide on-going support and maintenance for specified City applications. If the City requires additional peak-load or project-specific application support, a request should be made to County IS in writing or via email. County IS will respond with an estimated number of hours required to perform the work and, if approved by the City, the arrangement will be documented in an appropriate manner which may include email.

19.12.2 Server Replacements. The County will request approval in writing or via email for all expenditures from the server replacement fund that result in a cost to the City.

19.12.3 Budgetary Increases. The County will review all proposed budgetary changes that impact the City with the City prior to adopting.

SECTION 20 - DELIVERABLES AND PERFORMANCE CRITERIA. Deliverables and Minimum Accepted Services Levels (MASLs) are detailed in Appendix 1.

If the deliverables are not achieved or the City believes it is not receiving acceptable service, the City will provide written notice to the County of its concerns. City and County staff will meet within a reasonable period of time of such notice to develop mutually acceptable solutions to these concerns. If a mutually acceptable solution can not be reached, parties agree to follow the dispute resolution procedures set forth in Section 6.

SECTION 21 - MANAGEMENT COMMITTEE. The Management Committee, comprised of the Vancouver City Manager and the Clark County Administrator or their designees, shall meet quarterly (or as otherwise mutually agreed) to review the effectiveness and value of the Services provided to the City by County. At least once annually, the Management Committee shall meet to discuss plans for changes in services or levels of service for the next year. The Management Committee may adjust the cost allocation and City charges commensurate with changes in service, levels of service or other factors agreed upon by the Management Committee.

SECTION 22 – FINANCIAL TERMS AND PAYMENT PROCESS

22.1   Cost Allocation. Costs for services under this agreement will be collected, reported on and allocated based on the basis of the following categories:

Fund-Dept-BasEle	Function
0001-305-518810	Administration
0001-305-518811	Maintenance Agreements
0001-305-518812	Data Circuits
0001-305-518813	Department Overhead
0001-305-518816	Software Licenses
0001-305-518851	Help Desk
0001-305-518853	Operations
0001-305-518860	Systems and Programming
0001-305-518870	Network Administration
0001-305-518885	Systems Administration
5090-390-594180	Server Repair and Replacements

The methodology used to allocate these costs is described in detail in Appendix 2.

22.2   Remuneration. The City will reimburse the County on a monthly basis according to the methodology outlined herein and in Appendix 2. These costs may be changed upon mutual consent of parties pursuant to Sections 19, 22 and 23.

22.3   Special Projects. Costs for Special Projects that expand the scope of existing services included in the cost allocation in Appendix 2 will be charged to the City based on actual costs. County shall provide invoicing for Special Projects with documentation that references the Special Projects City's authorizing documentation. No invoice with respect to Other Services shall be paid unless such Special Projects were authorized in advance, in writing, by the IT Manager or designee. The total payments by the City to County with respect to any Special Projects shall not exceed the amount specified in the written authorization by the IT Manager or designee unless the County is requested to provide Special Projects at which time County may charge actual cost to the City.

22.4   Reporting and Payment. The County shall invoice the city for services and send MASL reports to the City on a monthly basis for services provided in the prior month. The invoice is due and payable to the Clark County Auditor's Office within thirty (30) days of receipt of the invoice.

22.5   Reconciliation. Following each quarter, the County will provide the City with a written reconciliation between budgeted costs and actual costs for services. During the first quarter of each calendar year, the Management Committee will meet to review the total amount billed to the City in comparison to the actual costs of the services incurred in the prior year. The cost allocation may be updated and remuneration adjusted based upon the mutual agreement of the parties for material changes including, but not limited to, changes from cost forecasts and in PC counts. In the event that the parties are unable to agree on cost adjustments, they shall utilize the dispute resolution process as identified in Section 6.

22.6   Most Favored Customer. In the event the County enters into a material contract to provide ongoing IT services to another entity, rates charged to the City by the County will not exceed

rates to other customers for the same or substantially similar services. The County and City will review the cost allocation to determine the impact of the new contract on existing rates.

SECTION 23 - REQUEST FOR SERVICES OUTSIDE THIS AGREEMENT. The City may desire to have the County perform additional services, not covered under this Agreement. In such case, the City may solicit a response and cost proposal from the County for the performance of specified services. If the services provided or risks involved are deemed significantly different than those under the current agreement, a separate memorandum of understanding may be jointly developed by the City and County to identify the terms and conditions for these additional services, including terms for termination. The City may accept or reject the County's proposal for services.

SECTION 24 – PERSONNEL.

24.1   Assigned staff. County shall designate the personnel to provide services to the City. City reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of City.

24.2   If the City believes that the performance or conduct of any person employed or retained by the County to perform County's obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the City's IT Manager shall notify the County's Deputy Director of OBIS. The County's Deputy Director of OBIS will notify the appropriate manager and establish a plan to resolve the issue with a deadline to be mutually agreed upon with the City's IT Manager.

24.3   Access to City facilities City, in its sole discretion, may approve any County employees requiring access to any City facility. Should City refuse access to any County employee attempting to act in accordance with this agreement, the County shall not be held in breach of MASL's for services affected.

24.4   Staff substitution. In the event that City notifies County that it wishes County to replace a member of the personnel providing services to City, City and County shall meet to attempt to resolve City's concerns. If City and County are not able to resolve City's concerns within [illegible] days after City's notice to County (or such later date agreed upon by City and County), County shall make a commercially reasonable effort to honor City's requests to replace the staff member.

24.5   Background checks. County shall conduct on all personnel (hired after date of this agreement being signed by both parties) providing services to the City a background investigation, including, but not limited to a credit check and criminal records check (misdemeanors and felonies). Limited background checks will be performed on current employees that have access to Vancouver Police data.

24.6   Should the City decide not to continue with a provided service, significantly reduce the required level of a particular service or completely terminate this agreement to the extent that it will displace one or more County employees, then it is agreed that the City and County should make a best efforts attempt to transfer personnel from the County to the City in order to provide a reasonable opportunity to provide staff continued employment This section shall not apply to services provided under Section 22 3 (Other Services) or under Section 23 (Request for Services Outside this Agreement.)

For personnel transfers, the following principles are agreed:

- The City will provide at least one hundred eighty (180) days notice of its intention to transition service;
- Within the limits of the City's needs for the particular service and its resources, the City should provide employment to County employees formerly providing the service;
- Every effort should be made to keep employees "whole" such that they move as "laterally" as possible, but within the confines of the new employer's personnel policies and programs. The "keep whole" principle should not be applied where to do so would create inequities with the existing workforce.

24.7   **Staff Direction.** In situations where County staff receives direction from City staff or City staff receives direction from County staff that may be in conflict with County or City strategic direction, City or County policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to County/City shared infrastructure, the involved staff will notify one another and County's Deputy Director of OBIS and the City's IT Manager of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement or risk and delay action implementing such direction, unless immediate action is required to ensure business continuity, until the direction can be confirmed with County and City management, in consultation with one another. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. County's Deputy Director of OBIS and the City's IT Manager will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If they are not able to resolve the conflict, the provisions of Section 6 (Dispute Resolution) shall apply.

SECTION 25 – DISASTER PREPAREDNESS & RECOVERY.

County OBIS will continue to maintain data and system back-ups and work in a best effort manner to provide and restore services for both County and City data systems in the event of a disaster. The County does not provide "hot back-up sites" for any supported systems.

The parties recognize that almost any disruption of service due to a disaster will require special funding in order to allow the affected systems to be repaired or replaced expediently. It is assumed that these funds will be available. The County OBIS maintains a Disaster Recovery and Preparedness Summary of Resources document that defines policy to follow should emergency purchases need to be made. Disruption may come from the total destruction of the computer facility or from other major incidents.

For the purposes of this agreement, the scope of the OBIS Disaster Preparedness and Recovery efforts are limited to the computing support given by County OBIS. The elements that concern microcomputers and terminal support are addressed; however, department related functions not directly tied to computers and support by Information Services are not addressed. **City and County Departments should develop their own plan to deal with manual operations within their own office should computer and/or network services be disrupted.**

The Disaster Preparedness and Recovery efforts are applicable to the County central computer facility at the County OBIS downtown Vancouver core location.

Unless otherwise established by higher legal authority at the time of a disaster, the following priorities will prevail. The first priority for recovery is to restore computer processing to applications that affect public safety and health. The second priority will be to restore applications that assist in the City and County's clean-up and recovery process. The third priority will be concerned with applications that affect the cash flow within the community.

SECTION 26 - CITY RESPONSIBILITIES. To meet its obligations under this Agreement, the City will:

26.1   Work cooperatively with the appropriate County OBIS management staff to define and set priorities for City technology projects to be accomplished.

26.2   Compensate the County for services provided within this Agreement.

26.3   Provide or fund upgrades, replacement or additional equipment authorized within the scope of this Agreement.

26.4   Adhere to jointly established City and County networking standards relative to materials, products, and installation procedures, so as to ensure the continued end-to-end compatibility of the entire City/County network, and the ability to expand and change the network.

SECTION 27 - DOCUMENTATION. The County will maintain documentation in an electronic format accessible by the City that contains up-to-date documentation regarding all policies, procedures, activities, schedules, and processes related to the services provided under this Agreement.

SECTION 28 - TECHNOLOGY PLANNING.

28.1   Strategic Information Technology planning. The City and County both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with City and County strategic business goals.

In support of these objectives, the following principles are agreed:
- The City and County will continue to produce separate IT strategic plans which may include planning for services covered by this agreement.
- Because strategic planning may involve changes in future services and service levels, involvement of each organization in the other's planning process will be encouraged. Input from each organization in the other's plan will be solicited.

28.2   Project Planning. The City is invited to participate in the County's Project Review Committee. This group is chartered to maintain the County's IT strategic plan as well as setting priority for County OBIS spending.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the ____11____ day of ____July____, 2006

CITY OF VANCOUVER, WASHINGTON
a municipal corporation

SIGNATURE ON FILE

Pat McDonnell, City Manager

Attest::

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

CLARK COUNTY, WASHINGTON
a Washington subdivision

SIGNATURE ON FILE

Bill Barron, County Administrator

Approved as to form:

SIGNATURE ON FILE

Arthur D. Curtis, Prosecuting Attorney
By: Curt Wyrick, Chief Deputy

APPENDIX 1 – SERVICES

This section of the agreement details:

- The specific services being requested of the City by the County;
- The minimum acceptable service level for that particular service, if defined for that service; and
- The cost or method of allocation associated with that service.

Service Title	ADMINISTRATION
County Account Code	518810

Service Description	This service provides leadership, managerial, business, and administrative support to the County IS department.

Detail of Services Provided:
- Communicate with City IT management
- Oversee disaster preparedness and recovery efforts for services within this agreement

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Communication Meet with City to discuss effectiveness of services	Meeting	Quarterly, unless otherwise mutually agreed upon
Staff Management Manage staff effectively	Resolution	Work to resolve staff-related issues within a 30-day period
Invoicing County invoicing for all services delivered to the City	Invoice Delivery	Invoice received the 10th of each month for services provided the previous month

COST FOR SERVICE

The administrative function provides services to all information services functions including those that are shared amongst all users and those that are County only. As a result, a pro rata share of administrative costs, based on FTE counts, is allocated to County only functions (desktop replacement program). Administrative costs in this agreement include only services that benefit from the shared use of the network.

REPORTING

Report Category	Frequency	Description
Invoice	Monthly	Billing to the City for services rendered
Budget and Expenditure Reports, and Cost Allocation	At least Quarterly	Budget to actual reporting and updated metrics used for to determine cost allocation of services

Service Title	MAINTENANCE AGREEMENTS
County Account Code	518811

Service Description	This service provides contracted maintenance agreements with vendors on network, server and other shared technology contracts.

Detail of Services Provided:
- Negotiation and payment of shared maintenance contracts

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria
Payment Timely payment to vendors for maintenance agreements	Vendor invoices

COST FOR SERVICE

Maintenance agreement costs are allocated based on the equipment they benefit. Costs for equipment with a single beneficiary are allocated directly. Costs that benefit all users (shared) are allocated to all users based on PC counts.

REPORTING

Report Category	Frequency	Description
Maintenance agreements	At least Quarterly	Detailed list of maintenance agreements, cost and cost allocation for each. May be part of reconciliation.

Service Title	DATA CIRCUITS
County Account Code	518812

Service Description	This service provides data circuits and vendor management associated with shared data circuits.

Detail of Services Provided:
- Negotiation and payment for shared data circuits.
- Management of bandwidth on shared data circuits and notification if bandwidth bottlenecks occur.

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria
Payment Timely payment to vendors for data circuits	Vendor invoices
Bandwidth Monitoring and management of bandwidth of shared data circuits.	Bandwidth utilization

COST FOR SERVICE

Circuit costs are allocated to the agency or department that uses the circuit. Costs for circuits used exclusively by one agency or department are allocated as a direct cost to the recipient agency. Costs that benefit all users (shared) are allocated to all users based on PC counts.

REPORTING

Report Category	Frequency	Description
Data Circuits	At least Quarterly	Detailed list of shared data circuits, cost and cost allocation for each. May be part of reconciliation.

Service Title	DEPARTMENT OVERHEAD
County Account Code	518813

Service Description	This service provides for administrative overhead costs that include office supplies, facilities costs, and copier costs.

Detail of Services Provided:	
- Support for County IS functions	

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

NONE.

COST FOR SERVICE

The Department Overhead function provides services to all information services functions including those that are shared amongst all users and those that are County only. As a result, a pro rata share of these costs, based on FTE counts, is allocated to County only functions (desktop replacement program) Department Overhead costs in this agreement include only services that benefit from the shared use of the network.

REPORTING

Reporting for this service is included in ADMINISTRATION.

Service Title	SOFTWARE LICENSES
County Account Code	518816

Service Description	This service provides software licenses in circumstances where software licensing for a particular application, system, or database platform is shared directly between City and County.

Detail of Services Provided:	
- Negotiation and payment of shared software licenses	

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Payment Timely payment to vendors for software licenses	Vendor invoices	Timely payment to avoid late fees or other charges

COST FOR SERVICE

Software licensing costs are allocated to the agency or department that exclusively uses the license. Costs for software licensing used exclusively by one agency or department are allocated as a direct cost to the recipient agency. Costs that benefit all users (shared) are allocated to all users based on PC counts.

REPORTING

Report Category	Frequency	Description
Software license agreements	At least Quarterly	Detailed list of software license agreements, cost and cost allocation for each. May be part of reconciliation.

Service Title	HELP DESK
County Account Code	518851

Service Description	This service provides for telephone-based IT and telecommunications support for City users with tracking and dispatch capability to City IT support staff.

Detail of Services Provided:
- A single point-of-contact for all IT and telecommunications-related questions, requests and problems.
- Troubleshooting of calls that do not require service dispatch. Timely escalation of calls that require in-depth technical assistance and service dispatch.
- Qualified staff that is trained to support the City's technology-related systems and products.
- Access to a browser-based help desk system from which City IT staff can add and resolve trouble calls, track customer information and run ad-hoc performance and utilization reports.

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Availability Operating hours for taking service requests.	All calls	6 AM – 5 PM, Monday – Friday, excluding holidays
Help Desk Resolution Time Total time elapsed to resolve trouble reports that do not require service dispatch and can be completed by Help Desk personnel	All calls	Service response with 80% resolved within 4 hours, 85% resolved within 8 hours and 90% resolved within 24 hours.
Call closure rate	All incoming PC related calls	55% closure rate for all incoming calls. Closure is based upon problems being resolved by Help Desk without need to dispatch.
Service Response Evaluation	All service requests	Provide web-based customer satisfaction surveys to customers requesting service through the Help Desk

COST FOR SERVICE

Costs allocated to the City are based on the ratio of City Help Desk calls to total Help Desk calls.

REPORTING

Report Category	Frequency	Description
Total Help Desk Calls	Monthly	Total number of Help Desk calls by: - Organization (City, County, CRESA, etc.) - Problem area - Application/product - Staff resolving call - Department
Percentage of Help Desk Calls	Monthly	Percentage of Help Desk calls resolved by: - Staff - Priority and time (4, 8, 24 and >24 hours)

Service Title	OPERATIONS
County Account Code	518853

Service Description	This service provides for the operation of City or City/County shared data center facilities.

Detail of Services Provided:

- Run nightly batch jobs, perform scheduled backups, and provide after hours support and troubleshooting.
- Provide a secure data center environment that includes, but is not limited to, electrical and HVAC system redundancy and emergency power generation.
- In the event of a major service disruption or disaster, recover the City's data and data center services.
- Provide a tape inventory to meet City processing and data backup requirements, and provide secure, off-site storage for designated tapes. Backup and archive disk data according to defined archival and data retention schedules in such a way to ensure that: a) archived data is retained according to application specific requirements; b) archived data can be restored from archive files in accordance with Minimum Acceptable Service Levels for file restoration; and c) archived data is available for use in disaster recovery operations.

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
System availability The percentage of time servers and online systems are available for use. Planned outages (i.e., for system maintenance) do not affect availability requirements.	All systems	96%
System hardware and software trouble resolution Time to respond to hardware or operating system problems. Measures time elapsed between initial trouble call and the time system is restored.	Systems running mission critical applications System running non-mission critical applications	80% within 2 hours 90% within 4 hours 80% within 4 hours 90% within 12 hours
Software maintenance level management Maintain O/S system software to mutually agreed level.	All system software	Notify City of features and impact when new release or maintenance level is available; implement within mutually agreed upon timeframe.
Backup completion Percentage of times that backups must complete successfully.	All backups	98% verified with zero failures
Data retention Length of time system backups are to be retained	All backups	Backups will be maintained according the backup retention schedule, which will correspond to the City and County's record series retention and destruction schedules.
System file restoration Length of time to restore system files from the time of request until data is available for use.	All requests	85% within 8 hours 95% within 24 hours

COST FOR SERVICE

Operation costs are all shared costs and are allocated based on PC counts.

REPORTING

Report Category	Frequency	Description
System Availability	Monthly	Detailed report for each system that was unavailable during the month (excluding planned outages), including: - Number of hours system was unavailable - Percentage that system was available during the current calendar year
Backup completion	Monthly	Detailed report for each system backup that was failed during the month, including: - Number of failures for that system during the month - Percentage of backup failures experienced by that system during the current calendar year

Service Title	APPLICATION AND DBA SUPPORT
County Account Code	518860

Service Description	This service provides application programming and support, and database administration services. These services apply to, but are not limited to, Accela (Tidemark), Oracle ERP, SCT- Banner, and various other MPE Legacy applications currently operational.

Detail of Services Provided:
For City or City/County shared applications and systems fully or partially supported by County IS staff: - Provide software system development and maintenance, including, but not limited to, maintaining and correcting existing software systems, programming system enhancements, and installing upgrades to third-party applications. - Ensure that City-specific customization and integration with other systems is maintained from release to release, as mutually agreed upon by the City and County. - Provide and coordinate identification and resolution of application problems (i.e., system malfunctions, performance problems, or data corruption). - Provide a tape inventory to meet City processing and data backup requirements, and provide secure, off-site storage for designated tapes. Backup and archive disk data according to defined archival and data retention schedules in such a way to ensure that: a) archived data is retained according to application specific requirements; b) archived data can be restored from archive files in accordance with Minimum Acceptable Service Levels for file restoration; and c) archived data is available for

use in disaster recovery operations.
- Ensure that programming changes are approved and prioritized as a means of scheduling work effectively.
- Perform primary and backup database administration, including database tuning, backup, recovery, and reorganization procedures for specified City Oracle databases to ensure quality, performance, reliability, functionality, and security are maintained. (Current Oracle database applications include Banner, Accela/Tidemark). Currently the city is responsible for database administration on the Oracle Financial Suite.
- Produce ad-hoc reports as requested.
- Provide and maintain test/training environments to ensure that system modifications are thoroughly tested prior to implementation.
- Maintain an inventory and configuration information of applications and databases.
- Maintain and update technical internal documentation and user documentation for County-developed applications and interfaces.
-

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Application trouble calls Length of time between initial trouble call logged into tracking system and resolution.	All application related trouble calls placed through Help Desk	Priority 1: 90% within 4 hours Other requests: 80% within 8 hours 90% within 24 working hours
Application-related projects Parameters for completion of application implementation, enhancement or upgrade projects	All project requests	All projects completed within 15% of the time and budget estimates. All requests must have an approved project template and project plan.

COST FOR SERVICE

Costs for this service is based on an hourly rate which includes all costs associated with providing DBA and programmer support services. The amount of services purchased is negotiated between the City and County.

REPORTING

Report Category	Frequency	Description
Application trouble calls	Monthly	Percentage of application-related calls resolved by: - Priority and time (4, 8, 24 and >24 hours)
Application-related projects	Monthly	Project list detailing: - Start date - Budgetary estimate - Completion date - Actual cost - Schedule variance - Cost variance

Service Title	NETWORK ADMINISTRATION
County Account Code	518870

Service Description	This services provides for the construction, maintenance, support, and operation of the computer network.

Detail of Services Provided:
- Provide shared network resources, including Internet access, Internet news groups, Internet gateway services, and web-based email access.
- Ensure appropriate system security measures exist at all points of entry into the City's network. Jointly with the City, develop, document and maintain security policies and procedures for City systems. Monitor security policy compliance on an on-going basis. Provide management reports on all detected security violations and audits.
- Maintain an asset inventory database of all physical components of the hardware and system software supporting the City's computing environment. Document the City's mainframe and mid-range hardware configuration. Maintain hardware diagrams to reflect currently installed hardware. Document the City's software configurations, including current version, release and maintenance.
- Provide Virtual Private Network (VPN) access to the City/County network.
- Provide dial-in access to the City/County network.
- Provide sufficient Internet connectivity and a secure firewall to prevent unauthorized access to City resources via the connection.
- Provide web hosting and DNS services to the City for public access to City-published Internet sites.

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Network trouble calls Length of time between initial trouble call logged into tracking system and resolution.	All network-related trouble calls	Priority 1: 90% within 4 hours Other requests: 80% within 8 hours 90% within 24 hours
Network-related projects Parameters for completion of network implementation, enhancement or upgrade projects	All project requests	All projects completed within 15% of the time and budget estimates. All requests must have an approved project template and project plan.

COST FOR SERVICE

Network costs are all shared costs and are allocated based on PC counts.

REPORTING

Report Category	Frequency	Description
Network trouble calls	Monthly	Percentage of network-related calls resolved by: - Priority and time (4, 8, 24 and >24 hours)
Network-related projects	Monthly	Project list detailing: - Start date - Budgetary estimate - Completion date - Actual cost - Schedule variance - Cost variance

Service Title	SYSTEM ADMINISTRATION
County Account Code	518885

Service Description	This service provides for the administration of City servers and network applications.

Detail of Services Provided:
- Provide all system administration functions for MPE and UNIX systems. Provide system administration functions for all NT systems. This includes monitoring system messages and responding accordingly; recycling/rebooting systems and devices as required; scheduling and running the City's batch jobs as needed; and performing system administration.
- Perform proactive maintenance activities on all hardware (City servers including NT servers), in accordance with manufacturers' specified maintenance schedules. Perform proactive problem determination, and respond to and resolve/repair problems with computer hardware prior to impact on City processing operations.

MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
Server trouble calls Length of time between initial trouble call logged into tracking system and resolution.	All server-related trouble calls	Priority 1: 90% within 4 hours Other requests: 80% within 8 hours 90% within 24 hours
Server-related projects Parameters for completion of server implementation, enhancement or upgrade projects	All project requests	All projects completed within 15% of the time and budget estimates. All requests must have an approved project template and project plan.

COST FOR SERVICE

Systems Administration costs are all shared costs and are allocated based on PC counts.

REPORTING

Report Category	Frequency	Description
Server trouble calls	Monthly	Percentage of server-related calls resolved by: - Priority and time (4, 8, 24 and >24 hours)
Server-related projects	Monthly	Project list detailing: - Start date - Budgetary estimate - Completion date - Actual cost - Schedule variance - Cost variance

APPENDIX 2 – 2005/06 CITY/COUNTY COST RECONCILIATION – AS OF DECEMBER 31, 2005

County Information Services

2005/06 City/County Cost Reconciliation
As of December 31, 2005

Information Services

Information Services	2005/06 Budget	Total Costs BTD		City Costs BTD		
		Projected	Actual	% of Projected	Projected	Actual
Administration (1)	720,031	360,016	355,572	99%	102,528	101,262
Facilities Overhead	67,172	33,586	37,990	113%	9,556	10,809
Maintenance Agreements	910,835	455,418	374,358	82%	146,078	120,078
Help Desk	647,571	323,786	338,815	105%	130,186	136,229
Data Circuits	506,200	253,100	218,788	86%	83,516	72,194
Software Licensing	1,311,679	655,840	517,292	79%	212,965	167,976
Operations	576,740	288,370	243,029	84%	98,510	83,021
Network Admin	1,957,391	978,696	1,025,590	105%	326,253	341,886
Systems Admin	1,805,955	902,978	842,814	93%	329,368	307,423
Application Support	5,105,695	2,552,848	2,356,915	92%	449,421	414,927
Total	13,609,269	6,804,635	6,311,163	93%	1,888,382	1,755,806

Total City costs BTD   1,755,806
Less: City Application Support costs   (414,927)
Net IS costs BTD   1,340,878

Amounts Invoiced to the City

	# Invoices	Rate	Total
Billed at old rate (Jan-Aug 2005)	8	96,267	770,136
Old rate catch up (Jan-Aug 2005)	8	12,657	101,256
Billed at new rate (Sept 2005-Dec 2006)	4	108,924	435,696
			1,307,088
Costs over/(under) amount billed			33,790

Application Support Services

Actual City application support costs BTD   414,927
Application Support hours BTD   5,120
Actual hourly rate   81.05
Budgeted hourly rate   80.00

2004 hours YTD December 2004   5,300
2005 hours YTD December 2005   5,120

Server Equipment Replacement

Projected City share of hardware costs   324,432

Actual City costs BTD
Server Replacements   12,081
SAN replacement   181,986

Total   194,067

Over/(under) budget   (130,365)

Notes
1. 2005/06 Admin budget shown does not include contingency.

APPENDIX 3 – WI-FI SERVICES AGREEMENT

Wi-Fi Services Agreement

PURPOSE

This Agreement between Clark County and the City of Vancouver (City), effective January 1, 2006, describes the terms and conditions that govern the ongoing use, enhancement, and support of a wireless networking system and all of its related hardware, software, infrastructure, and County, City, and third (3rd) party systems resources (hereafter "Wi-Fi Service"). This Agreement supersedes the Memorandum of Understanding between Clark County (through OBIS) and the City previously entered in to and effective _____. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

BACKGROUND

The Wi-Fi Service shall be provided for use by the public in Esther Short Park, at W. Columbia St. and 8th St in downtown Vancouver, provided that the parties may be Memorandum of Understanding extend such services to the public and to City employees at such other locations as the parties may from time to time agree. Users will utilize this service to access the Internet.

FRAMEWORK

Esther Short Park: The service is utilized by the public from within and around the parameters of the park by connecting their wireless/WI-FI enabled laptops or other devices to the City/County network using DHCP to automatically obtain IP addresses that have been set aside for these services. The WI-Fi Service operates across a separate, dedicated Virtual Local Area Network (VLAN) that exists on wiring and network devices operated by the County and shared by the City and County.

To obtain the addresses, the access point in the park broadcasts the request across the VLAN on the County network to a gateway device located in the County server room. The gateway assigns an address to the device and waits for the device to access a web site. The web site request is intercepted by the gateway and then redirected via a portal site to the Internet prior to the address being assigned to the device, the user is presented with a welcoming message and a "Terms of Use" note that they are required to accept in order to proceed. Upon accepting the "Terms of Use", the portal server completes the authentication process and sends instructions to the gateway that allows the user access to the internet.

The gateway is typically passive, but will intercept email traffic and attempt to filter it for virus attachments. Additionally, the gateway will rate limit the users to a predetermined ceiling to prevent users from monopolizing the network resources.

Access is available 24 hours a day, 7 days a week, though service availability and support, bandwidth capacity, and quality and security of service are not guaranteed.

Other locations:

Wi-Fi may be extended to other locations for use by the members of the public or City employees as agreed upon by the parties.

TERMS AND CONDITIONS

The Parties agree as follows:

1.   Service availability and support, bandwidth capacity, and quality and security of service are not guaranteed;

2.   The City will be the primary administrator of the wireless access points in Esther Short Park, on top of the Esther Short Building, and the Nomadic Gateway located in the County's Data Center. Other wireless access points shall be as agreed upon by the parties. All other equipment used to provide this service will be accessible only to and administered only by County Staff. The City may outsource the support of the wireless access points and Nomadic Gateway to a 3rd-party vendor at the City's discretion at any time, and must notify OBIS prior to utilizing the services of an outside vendor to modify configurations, or perform maintenance. The County will provide outside vendors working for the City with the ability to remotely access the wireless access points and Nomadic Gateway. Any work conducted that requires hands-on access to the Nomadic Gateway will only occur in the presence of County staff.

3.   OBIS routine maintenance, upgrade and configuration support for the Wi-Fi Service is on a limited and low priority basis. OBIS support and response to third party troubleshooting problems with the Wi-Fi Service shall be on a high priority basis. Response to other reported problems, except as enumerated in Section 12 below, will occur as is reasonable, and as time permits.

4.   OBIS has the right to immediately turn off service at the discovery of threat, and the right to leave the access down until the threat has been mediated. Upon doing so, OBIS will be responsible for immediately notifying the City of the action and supplying a report as soon as possible identifying the nature of the threat. OBIS will not be responsible for notifying any third party vendors of such action.

5.   Either party will have the right to deny or modify service to any user inappropriately using the service per the City/County *Conditions of Use* disclaimer accepted by the user at time the use of service is initiated by the user.

6.   Available bandwidth committed to the Product may be redirected by either party to other City/County needs and concerns on a limited basis as needed. The initiating party will be responsible for notifying the other party of such action including the reason and duration for the redirection.

7.   The Parties shall cooperatively work together when dealing with any related Wi-Fi Service activities and issues.

8.   Any future costs incurred as a result of enhancements or modifications to the initial framework and/or service level identified in this Agreement will be solely borne by the City independent of, and in addition to, the terms and conditions spelled out in the Interlocal Agreement Between the City of Vancouver and Clark County for delivery of Technology Services into which this Wi-Fi Services Agreement is incorporated by reference.

9.   The Parties agree to share any Wi-Fi Service-related diagrams, documentation, and/or problem logs that are individually or jointly developed with the other party. They will be placed in common network areas that both parties will have full access to.

10.   The City will be responsible for administering all enhancement and support requests to the Product Vendor(s)   The City will also be responsible for keeping OBIS notified of all pending and resolved outcomes within reasonable timelines.

11.   Either party may terminate this Wi-Fi Services Agreement at any time. Prior to doing so, they must give written notice to the other party, and agree to meet any financial obligations previously agreed to, and/or committed to for the balance of that fiscal year. This agreement shall terminate at the same time as the existing Interlocal Agreement for Delivery of Technology Services between the parties, and shall continue to be in full force and effect during any mutually agreed extensions of that Interlocal Agreement for Delivery of Technology Services. Notwithstanding this provision, the parties may, by mutual written agreement, extend the term of this Wi-Fi Services Agreement beyond the term of the Interlocal Agreement for Delivery of Technology Services.

12.   The parties agree that the services contemplated pursuant to this Wi-Fi Services Agreement are qualitatively different from those provided by the County under the Interlocal Agreement for Technology Services, and that Wi-Fi Service creates an unknown risk to the integrity of the existing systems. Therefore, notwithstanding the provisions of Section 8 (Hold Harmless/Indemnification) of the Interlocal Agreement for Technology Services, the City agrees to hold harmless, indemnify and defend Clark County, its officers and employees, from any and all claims which may arise from providing the services under this Wi-Fi Services Agreement, including all challenges relating to the right or obligation to provide such service, except any damages caused by negligence on the part of the County. In addition, the City will reimburse Clark County for all of its expenses and costs which arise from, or are connected with, damage to Clark County's Information Technology System which result from allowing access to the system through the Wi-Fi Service, unless the security breach is a result of negligence by the County in their duty to secure the network to the extent such security is reasonable common practice in the industry. Damages include, but are not limited to, injury to any computer, computer system, computer software program or database as a result of computer virus or malicious code or other harmful or destructive files which enter into the County system through the Wi-Fi Service, and any other damages whatsoever that arise as a result of injury to such computer, system or software program or database. Clark County shall be required to mitigate such damages by shutting down the source of the security breach immediately upon system identification and by taking such other mitigation measures as are reasonable common practice in the industry.

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