

**TECHNOLOGY SERVICES  
INTERLOCAL AGREEMENT**

**BETWEEN**

**THE CITY OF VANCOUVER**

**AND**

**CLARK COUNTY**

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 Interlocal Agreement effective January 1, 2006, between the City of Vancouver, WA (the "City") and Clark County, WA (the "County") for delivery of technology services.

NOW, THEREFORE,

THE CITY AND COUNTY agree as follows:

## Table of Contents

SECTION 1 - PURPOSE.....	3
SECTION 2 - TERMINOLOGY.....	3
SECTION 3 - EFFECTIVE DATE/TERM.....	4
SECTION 4 - TERMINATION.....	4
SECTION 5 - OVERSIGHT AND ADMINISTRATION.....	5
SECTION 6 - DISPUTE RESOLUTION.....	6
SECTION 7 - INDEPENDENT CONTRACTOR.....	6
SECTION 8 - HOLD HARMLESS/INDEMNIFICATION.....	7
SECTION 9 - ASSIGNMENT/SUBCONTRACTING.....	8
SECTION 10 - NON-DISCRIMINATION.....	8
SECTION 11 - NO THIRD-PARTY BENEFICIARY.....	8
SECTION 12 - NOTICE.....	8
SECTION 13 - WAIVER.....	9
SECTION 14 - RATIFICATION.....	9
SECTION 15 - ENTIRE AGREEMENT.....	9
SECTION 16 - AMENDMENT.....	9
SECTION 17 - DOCUMENT EXECUTION AND POSTING.....	9
SECTION 18 - SEVERABILITY.....	9
SECTION 19 - SERVICES AND TASK ORDERS.....	10
SECTION 20 - FINANCIAL TERMS AND PAYMENT PROCESS.....	11
SECTION 21 - PERSONNEL.....	12
SECTION 22 - TECHNOLOGY PLANNING.....	13

## TERMS AND CONDITIONS

### **SECTION 1 - PURPOSE.**

The purpose of this Interlocal Agreement ("Agreement") is to define the terms and conditions under which services will be defined and provided between Clark County, by and through Clark County's Information Services ("County IS") and the City of Vancouver's Information Technology ("City IT"). Under this Agreement, either party may provide services to the other. Both County IS and City IT acknowledge that this Agreement represents a public partnership with a goal of providing the most cost effective services to our citizens.

Definition of Services to be provided, assignment of roles and responsibilities, costs, and other considerations will be defined in Task Orders that are each subject to the terms and conditions of this Agreement.

### **SECTION 2 - TERMINOLOGY.**

As used in this Agreement, certain terms shall have the following meanings:

**"Agreement"** shall mean the combined terms and conditions of this Agreement and of specific Task Order depending upon context.

**"City"** shall mean the City IT or City government, depending on the context in which it is used.

**"County"** shall mean either County IS or County government, depending on the context in which it is used.

**"Day/days"** shall mean calendar days.

**"Force Majeure"** means an occurrence that is beyond the control of a party and the effects of which could not have been avoided or mitigated by exercising reasonable diligence.

*Force majeure* shall include acts of God, (including: fire, floods, earthquakes, epidemics, or other natural disasters), terrorist activities, or other similar occurrences.

**"Provider"** shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.

**"Recipient"** shall mean the party to this Agreement defined within a Task Order as receiving services from or through the other party.

**"Services"** shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software or material goods utilized or consumed in providing the Services.

**"Task Order"** shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed upon accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 19.

### **SECTION 3 - EFFECTIVE DATE/TERM.**

The effective date for this Agreement is January 1, 2009 and remains in effect until termination, as set forth in Section 4 of this Agreement.

### **SECTION 4 - TERMINATION.**

- 4.1 (a) Termination for Convenience. Either party may terminate either this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, one year in advance.
- (b) Termination of Task Orders. Each Task Order shall specify the timeline for notice to terminate that Task Order.
- (c) Termination for Breach. Except in the case of delay or failure resulting from circumstances beyond the control of and without the fault or negligence of a party, or of a party's suppliers or subcontractors, the Recipient shall be entitled, by written or verbal notice, to cancel Agreement or any Task Order entered into under this Agreement, for breach of any of its terms, and to retain all other rights against the Provider by reason of the Provider's breach as provided by law.

A breach shall mean one or more of the following events: (1) the Provider fails to perform the Services by the time and date required and such failure is not caused by a Force Majeure event; (2) the Provider breaches any warranty, or fails to perform or comply with any term or agreement in the Agreement or applicable Task Order. If it is subsequently found that the Provider was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 4.1(a).

The Recipient shall issue a written notice of breach providing a period not to exceed thirty (30) days in which the Provider shall have an opportunity to cure. If the cure requires more than 30 days, the Provider shall provide a plan acceptable to the Recipient, and if exercising due diligence shall have a reasonable time to cure. Time allowed for cure shall not diminish or eliminate the Provider's liability for damages.

If the breach remains, after the Provider has been provided the opportunity to cure, the Recipient may do one or more of the following:

- (1) Exercise any remedy provided by law.
  - (2) Terminate this Agreement and any related Task Orders or portions thereof, by written notice.
  - (3) Seek damages.
- (d) Termination by Mutual Agreement. The parties may terminate this Agreement in whole or in part, at any time, by mutual agreement.

- 4.2 Termination of the Agreement shall also terminate all active Task Orders under this Agreement.
- 4.3 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Orders or this Agreement.
- 4.4 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. Disentanglements will be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.
- 4.5 **Third-Party Authorizations.**  
Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.
- 4.6 **Licenses to Proprietary Software.**  
Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) or other Provider to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.
- 4.7 **Delivery of Documentation.**  
Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred, to be mutually agreed, will be borne by Recipient.
- 4.8 **Personnel.**  
Should the Recipient decide to reduce or terminate any portion of this Agreement, to the extent that such reduction or termination will displace one or more Provider employees, then it is agreed that the parties should work in a best efforts attempt to transfer personnel from the Provider to the Recipient in order to provide a reasonable opportunity to provide staff continued employment.

## **SECTION 5 - OVERSIGHT AND ADMINISTRATION.**

- 5.1 The Management Committee, composed of the City's Information Technology (IT) Manager and the County's Director of Information Services (IS), and their designated representative(s), shall provide oversight and administer this Agreement. Designated representatives are considered authorized representatives of their respective management

and shall be empowered with authorities granted to the Management Committee under this Agreement. The Management Committee and designated representatives are named in the Administration Task Order (#00).

- 5.2 The Management Committee shall meet quarterly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services provided between the Provider and the Recipient. Each Task Order is to incorporate requirements specifying expected service levels and performance reporting against which quality of service will be measured. The Management Committee shall review service levels and rates of compensation under this Agreement not less than annually.
- 5.3 Any amendments to the Agreement are subject to terms of Section 2 of this Agreement.
- 5.4 Terms and conditions relating to Task Orders are set forth in Section 19, Services and Task Orders, of this Agreement. The Agreement Administration Task Order (#00) defines the responsibilities and processes of Agreement administration.

#### **SECTION 6 - DISPUTE RESOLUTION.**

- 6.1 Disputes regarding performance of assigned personnel are governed by Section 21.2.
- 6.2 In the event of a dispute between the City and County regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee or their designated representatives shall review disputes and recommended options for resolution.
- 6.3 Any dispute not resolved by the Management Committee shall be referred to the Vancouver City Manager and the County Administrator, or their designated representatives, who shall review the dispute and options for resolution. The resolution of the City Manager and County Administrator regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement.
- 6.4 Any dispute, 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.
- 6.5 In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the City Manager and County Administrator, the Agreement or related Task Order may be terminated as described in Section 4.

#### **SECTION 7 - INDEPENDENT CONTRACTOR.**

A Provider 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 a Recipient and a Provider

or any of the employees or agents of either party. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction an employee of a Provider jurisdiction or any employee of a Provider jurisdiction an employee of the Recipient jurisdictions 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 said employees by virtue of their employment.

#### **SECTION 8 - HOLD HARMLESS/INDEMNIFICATION.**

- 8.1 Each party agrees to indemnify, defend, save and hold harmless the other, 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, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agree to indemnify, defend, save and hold harmless the other party, 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 a Provider, its officials, employees, or agents. Provided, however, that this provision does not indemnify a Recipient against liability for damages arising out of the Recipient's failure to abide by reasonable industry and user standards and the reasonable requirements provided by a Provider which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.
- 8.2 In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either party relating to a Service provided under this Agreement, the other party retains the right to participate in said suit if any principal of public law is involved.
- 8.3 This indemnity and hold harmless shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider 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 Recipient against the liability for damages arising out of bodily injuries to person caused by, or resulting from, the sole negligence of the Recipient, its elected officials, officers, employees and agents.
- 8.4 This indemnity and hold harmless shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.

8.5 In the event of litigation between the parties to enforce rights under this section, each party shall bear its own attorney's fees and costs.

**SECTION 9 - ASSIGNMENT/SUBCONTRACTING.**

Neither the Recipient nor the Provider 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 and County do not intend there be any third-party beneficiary under this Agreement. Neither party intends, by this Agreement, to assign any contractual obligations to or assume any contractual obligations by any party other than between the City and County. However, this does not limit or restrict either party from engaging a third-party to provide similar Services under separate agreements.

**SECTION 12 - NOTICE.**

Any notices to be given under Section 4 (Termination) of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically and postage prepaid, addressed to:

If to the County:

CLARK COUNTY

Attention: County Director of IS  
Information Services

P.O. Box 5000

Vancouver, Washington 98666-5000

and to

Deputy County Administrator

P.O. Box 5000

Vancouver, Washington 98666-5000

If to the City:

CITY OF VANCOUVER

Attention: Information Technology Manager

P.O. Box 1995

Vancouver, Washington 98668-1995

and to:

City Manager

P.O. Box 1995

Vancouver, WA 98668-1995



Other notices to be given under this Agreement or a Task Order may be given electronically.

The names and addresses to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section. Named individuals and contact information are identified in Task Order #00/Attachment C.

#### **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.**

Except as provided in Section 19 (Services and Task Orders) this Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned herein, 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 by the Clark County Board of Commissioners and the Vancouver City Council and executed by the Vancouver City Manager and the Clark County Administrator or their designees.

#### **SECTION 17 - DOCUMENT EXECUTION AND POSTING.**

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 Clerk. 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 the parties.

#### **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 AND TASK ORDERS.

19.1 Where City and County exchange Services under this Agreement, such Services will be defined in the form of a Task Order, in writing and signed agreed by the Vancouver City Manager and the County Administrator or their designees.

- a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.
- b) Services exchanged or actions taken with the intent of providing Services between County IS and City IT without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting service covenants by executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.
- c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 6. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions under any active Task Order that the Management Committee member or the designees of either party declare as such and accepted as such by the member or designee of other party. Individuals authorized to call an emergency are identified in Agreement Administration Task Order (#00).
- d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

19.2 All Task Orders are subject to the terms and condition of this Agreement.

19.3 All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been secured prior to initiating or amending the Task Orders.

19.4 Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

- a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 4 – Termination.

- b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 4 – Termination.
- 19.5 Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.
- 19.7 Each Task Order will utilize the standardized form (attached to Task Order – Administration (#00)).
- 19.8 Provider of Services will track and report status, as may be defined in the Task Order, with regard to:
  - a) Performance-related service levels.
  - b) Progress towards deliverables.
  - c) Billed costs vs. maximum specified annual Task Order budgeted amount.
- 19.9 If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 6 and for Termination for Breach set forth in Section 4(c).

## **SECTION 20 - FINANCIAL TERMS AND PAYMENT PROCESS.**

- 20.1 Unless agreed otherwise by both parties, the Provider will present invoices to Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.
- 20.2 Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order.
- 20.3 Invoices shall include:
  - a) Total of all charges represented on the invoice.
  - b) Itemization by Task Order and as further instructed within the Task Order.
  - c) Copies of third-party invoices representing a basis for the invoiced charge.
  - d) Any other detail as may be specified within the related Task Order.
- 20.4 Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. The Provider-proposed resolution will restart the thirty (30) day period for payment.

- 20.5 Invoiced amounts may be changed upon mutual consent of parties pursuant to Sections 19, Task Order #00 and each affected Task Order.
- 20.6 Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 6.

#### **SECTION 21 - PERSONNEL.**

- 21.1 Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient 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 Recipient.
- 21.2 If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. As Recipient, the City's IT Manager or County's Director of IS will notify the other party. The Provider will notify the appropriate manager and establish a plan to resolve the issue with a deadline to be mutually agreed by the Recipient. If a mutually acceptable solution can not be reached, parties agree to follow the dispute resolution procedures set forth in Section 6.
- 21.3 Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of this Agreement as to the Services affected.
- 21.4 Staff substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.
- 21.5 Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies. Limited background checks will be performed on current employees that have access to the Recipient's sensitive data.
- 21.6 Staff Direction. In situations where the City's staff receives direction from the County's staff or the County's staff receives direction from the City's 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 and City shared infrastructure, the involved staff will notify one another and the Management Committee 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 the Management Committee in consultation. 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. The Management Committee 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.

- 21.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to acceptance by the Recipient.

## **SECTION 22 - TECHNOLOGY PLANNING.**

- 22.1 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.

- 22.2 Each party is invited to participate in the other party's strategic planning process.

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2010

CITY OF VANCOUVER, WASHINGTON

CLARK COUNTY, WASHINGTON

a municipal corporation

a Washington subdivision

**SIGNATURE ON FILE**

**SIGNATURE ON FILE**

\_\_\_\_\_  
Pat McDonnell, City Manager

\_\_\_\_\_  
Bill Barron, County Administrator

Attest:

Approved as to form:

**SIGNATURE ON FILE**

**SIGNATURE ON FILE**

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

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

Approved as to form:

**SIGNATURE ON FILE**

\_\_\_\_\_  
Ted H. Gathe, City Attorney

# Task Order

Task Order # 00

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Administration
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<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	Continues unless replaced or terminated.
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<b>Provider</b>	N/A	<b>POC</b>	N/A
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<b>Recipient</b>	N/A	<b>POC</b>	N/A
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<b>Skill Set</b>	N/A	<b>Task Order Cost</b>	N/A
		<b>Not to Exceed</b>	N/A
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	N/A

- A. Task Order Definition
- B. Standard Billing Rates
- C. Designated Authorities
- D. Task Order Catalog
- E. Task Order Template

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	n/a
T&M	n/a

## **1 BILLING TYPE**

There is no billing. Costs associated with the activities/processes of this order are absorbed by the individual parties involved.

## **2 DELIVERY PRICE NOTES/REMEDY**

N/A

## **3 TASK DETAILS/LIMITATION (SCOPE OF WORK)**

This order is not a definition of a specific service, rather it serves as a basis for defining the standards and processes agreed to by which Task Orders will be initiated and managed relative to the services they define.

There are no chargeable services exchanged in conjunction with this Task Order.

## **4 ASSUMPTIONS AND CONSTRAINTS**

- A) All chargeable work will be defined under a Task Order.
- B) Each party's time and material costs associated with initiation of Task Orders or amendments to the ILA or Task Orders are born by the individual parties.
- C) Any costs associated with reviewing, tracking, reconciling or other administration will be individually borne by the parties, unless otherwise incorporated to specific Task Orders.
- D) Termination of a Task Order will be by explicit action and a plan will be developed and mutually agreed as to how to disentangle the two organizations from the services being provided (see also Appendix A/Guidelines #6).
- E) Normal business hours for the City are 8:00 am to 5:00 pm Pacific Time (Monday through Friday, excluding national holidays), unless otherwise specified in a Task Order.
- F) Normal business hours for the County are 8:00 am to 5:00 pm Pacific Time (Monday through Friday, excluding national holidays), unless otherwise specified in a Task Order.

## **5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

The following are general expectations with regard to oversight and review of Task Orders

- A) Monthly - The parties will meet to review issues relative to the general provision of services. These meetings include participants and issues from an operational view. Though the subject may impact Task Orders, this meeting is not for specific ILA or Task Order review and update.
- B) Quarterly - The parties will meet to review performance in relation to Task Orders and related issues.



- C) Annually (by end of October) – The parties will meet to review all active Task Orders and the governing ILA with respect to renewals, extensions and amendments.
- D) Communication between POCs is expected to occur as needed.
- E) Patch and fix activity should be reported monthly in the routine report.
- F) Status and issue reporting can be accomplished on an exception basis and occur in the monthly report.
- G) Emergency communication should occur in accordance with the IS Emergency Communication policy.

## **6 QUALITY/MEASURES/REMEDY**

Regular meetings are intended to provide quality review points to address issues arising in relation to aspects of any Task Order. Additional quality measures for each Task Order will be specified with the individual Task Order.

## **7 DURATION**

This Task Order will stand until replaced or terminated by the parties.

## **8 TERMINATION PROVISION**


As this Task Order serves as a guide for the administration of the Agreement and Task Orders, there are no identified dependencies or costs. The assumption is that this Task Order will remain for as long as the Agreement is in effect.

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

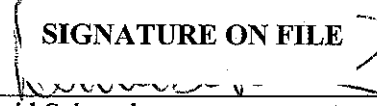
**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

  
Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

SIGNATURE ON FILE

  
David Scheuch  
Director, Information Services

5/3/10  
Date

## **Attachment A - TASK ORDER DEFINITION**

The County and City have agreed to utilize task orders in order to provide a wide range of technology products, services, and solutions ("Products") as may be defined between the parties. Where the Agreement defines the basic terms and conditions for the parties to work together, the Task Order is intended to provide specification for a particular interchange.

A Task Order is intended to serve as an extension to the ILA in defining specific Products to be exchanged between the City and County defining, to the degree deemed necessary, and may include:

- Scope of work
- Assumptions/constraints
- Assignment of responsibilities
- Approach to delivery of specified scope
- Definition of deliverables
- Costs and/or rates of service, where different than specified in Attachment B of this Task Order
- Terms of payment (e.g. frequency, milestone payments)
- Specified expectation of duration and termination provisions relative to the specific Task Order
- Any other consideration as needed to establish a clear understanding

## **GUIDELINES**

1. Task Order s should be developed in a manner that best defines the Product and characteristics for delivery within the limitation of working within the terms and conditions of the ILA.
2. One Task Order should not alter the agreement specified in any other standing Task Order. If the terms of a Task Order should require change, the process will be accomplished by amending the Task Order's affected by the change.
3. Specific delivery and performance responsibilities may be defined within the body of the individual Task Order as required to successfully manage the delivery of service specified by the Task Order.
4. Task Order Content:
  - a. The Task Order form (Appendix E) will be used as the control document and must specify all associated documents that comprise the total definition associated with the Task Order.
  - b. The existing template sections of the Task Order should not be removed or headers altered.
  - c. Subsections may be added to Section 1 or any number of documents may be attached. Attached documents must be referenced in the indicated block of the first page.

- d. In the case of projects, the project control documents and definitions may serve to define the detail components of the project. TO should indicate methods to be applied during the project in a form comparable to a statement of work.
5. Cost considerations
    - a. Where possible, Provider should assign an employee to a role at a single rate.
    - b. Roles defined in TO should attempt to conform to those defined in Appendix B, but where needed:
      - i. A specific role or function may defined in an individual TO
      - ii. If the role or function is to be performed across multiple TO, the better approach may be to alter Appendix B, of this document, for consistency.
  6. Disentanglement
    - a. Where 'disentanglement' from one or more Task Orders is required, only the applicable Task Order(s) should be revised or replaced.
    - b. Disentanglement plans should be clear on the timelines and responsibilities so as to separate timelines and responsibilities and to manage disentanglement as a transitional project.

**Attachment B - STANDARD BILLING RATES**

The following standardized Skill sets and rates have been agreed as a basis for determining service pricing. Hourly rates for the identified Skill Sets would not be expected to exceed the indicated rate. However, Task Orders may set pricing according to the circumstance to be addressed.

Where a Task Order has identified listed Skill Sets (below), an hourly billing method and no overriding rate, these rates will apply. Should these rates be amended, such Task Orders will automatically apply these rates as of the effective date indicated for the rates.

Task Orders containing overriding rates or alternate pricing, would not be altered by a change to the rates below.

The following are the standard skill set roles and associated rates as of the effective date of this Task Order.

<b>Skill Set</b>	<b>Rate / Hr.</b>
<b>Programmers</b>	88.00
<b>DBA</b>	97.00
<b>Network Administrator</b>	105.00
<b>System Administrator</b>	97.00
<b>Service Desk</b>	75.00
<b>Project Manager / Consultant</b>	110.00

**Technology Services  
Interlocal Agreement (ILA)**

**Attachment C - DESIGNATED AUTHORITIES**

The following are the designated primary contacts and their assigned authorities relative to the ILA and Task Orders, in general. Individual Task orders have designated primary Point of Contact (POC). The names and addresses of designated authorities may be changed by either party giving the other notice of such change.

**1 CITY**

<b>Name/Title</b>	<b>Sign Task Orders</b>	<b>Emergency Approval</b>
Katherine Nye, Technical Services Mgr. Katherine.Nye@ci.vancouver.wa.us (360) 487-7660	Alt	Alt
Patrick Gilbride, IT Manager patrick.gilbride@ci.vancouver.wa.us (360) 487-7650	Prim.	Prim.
Scott Cooley, Applications Manager Scott.Cooley@ci.vancouver.wa.us (360) 487-7664	Alt	Alt

**2 COUNTY**

<b>Name/Title</b>	<b>Sign Task Orders</b>	<b>Emergency Approval</b>
Alan Stickel, Finance Manager Alan.Stickel@clark.wa.gov (360) 397-6097 ext 4044	Alt	Alt
Dave Scheuch, Director of IS Dave.Scheuch@clark.wa.gov (360) 397-6121 x4577	Prim	Alt
Duane Harris, County Infrastructure Services Manager Duane.Harris@clark.wa.gov (360) 397-6121 ext. 5574	Alt	Prim
Jim Hominiuk, Applications and Services Manager Jim.Hominiuk@clark.wa.gov (360) 397-6121 x 5226	Alt	Alt

**Attachment D - TASK ORDER CATALOG**

ID	Title	Status	Start Date	End Date/Project Milestone
01	Facility Cost Sharing	Active	January 1, 2009	Until terminated
02	Tidemark Application and Database Support	Active	January 1, 2009	Until terminated
03	Network Administration	Active	January 1, 2009	Until terminated
04	Services Desk (Operations and disentanglement)	Closed	January 1, 2009	December 31, 2009
05	System Administration Support	Active	January 1, 2009	Until terminated
06	Application Support	Active	January 1, 2009	Until terminated

**Attachment E - TASK ORDER TEMPLATE**

Insert template use TO1 as source—no instructions needed



**Technology Services  
Interlocal Agreement**

**Task Order**

Task Order #

--

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement (“Agreement”) and is subject to all terms and conditions of the Agreement.

<b>Title</b>			
--------------	--	--	--

<b>Service Start Date</b>		<b>End Date or Project Milestone</b>	
---------------------------	--	--------------------------------------	--

<b>Provider</b>		<b>POC</b>	<b>County - City -</b>
-----------------	--	------------	----------------------------

<b>Recipient</b>		<b>POC</b>	<b>County - City -</b>
------------------	--	------------	----------------------------

<b>Skill Set</b>		<b>Task Order Cost</b>	
<b>Task Order Attachments</b>		<b>Not to Exceed</b>	
		<b>Billing Frequency</b>	

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	<input type="checkbox"/>
T&M	<input checked="" type="checkbox"/>

3 BILLING TYPE

4 DELIVERY PRICE NOTES/REMEDY

5 TASK DETAILS/LIMITATION (SCOPE OF WORK)

6 ASSUMPTIONS AND CONSTRAINTS

7 TASK COMMUNICATIONS/MANAGEMENT/REPORTING

8 QUALITY/MEASURES/REMEDY

9 DURATION

10 TERMINATION PROVISION

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010

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**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

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**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

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[POC Name] \_\_\_\_\_ Date \_\_\_\_\_  
[POC Position] \_\_\_\_\_

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[POC Name] \_\_\_\_\_ Date \_\_\_\_\_  
[POC Position] \_\_\_\_\_

**Technology Services**  
**Interlocal Agreement** (ILA)

# Task Order

Task Order #

<b>01</b>
-----------

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Facility Cost Sharing		
<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	Continues until replaced or terminated.
<b>Provider</b>	County, IS Department	<b>POC</b>	County - Infrastructure Services Manager
<b>Recipient</b>	City, IT Department	<b>POC</b>	City - Technical Services Manager
<b>Skill Set</b>	Network Administrators	<b>Task Order Cost</b>	\$ 60,151.51/Yr.
		<b>Not to Exceed</b>	120% of the total annual amount
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	Monthly
Attachment A - Clark County Network Cost			

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price   
T&M

## 1 BILLING TYPE

Fixed price—invoicing to the defined Cost Maximum shall be by exception only, and should generally be passed through at the agreed upon fixed rate.

## 2 DELIVERY PRICE NOTES/REMEDY

- A) Addition or reduction of City required racks shall cause incremental increase/decrease of monthly amount of cost of a rack in accordance with Attachment A.
- B) Facility costs included in this Task Order are included as Attachment A.
- C) All City driven facility costs shall be paid for by City or another Task Order shall be created.
- D) The City will internally reserve \$30,000/yr. towards core equipment replacement, and together City and County will plan and budget on a biennial basis for actual replacements within a decision package.

## 3 TASK DETAILS/LIMITATION (SCOPE OF WORK)

- A) This is largely an infrastructure cost sharing task—the primary purpose is to distribute to the City its share of the costs associated with the CRTC.
- B) This service provides the physical structure, building maintenance, lighting, fire suppression, utilities, and general maintenance and care to house the servers, network components, power supplies and related equipment (See attachment A for complete list) for the City components listed below:
  - i) Internet and communication data lines (internal and purchased bandwidth)
  - ii) Core switches and maintenance
  - iii) Periodic space and facility access for City operators including possible 24x7 access for emergencies or emergent needs.
- C) Routine maintenance and expenses do not include:
  - i) New equipment purchases and installations
  - ii) Server repairs
  - iii) City driven facility improvements
  - iv) Rack purchases, and related rack hardware
- D) Routine maintenance that does or may result in network or server downtime shall be scheduled and communicated at least four (4) weeks (in advance) unless otherwise agreed upon. In all cases, both POCs shall collaborate to plan such maintenance. To the extent

possible, planned downtime shall occur outside normal business hours for the impacted organizations/departments.

- E) All other planned maintenance and facilities expansion shall be discussed during routine communication meetings.
- F) Emergency repairs shall be performed by the County and communication shall occur as soon as possible.

#### **4 ASSUMPTIONS AND CONSTRAINTS**

None

#### **5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

Unless otherwise stated here, communications will be as defined in Task Order 00, Section 5 – Task Communications/Management/Reporting.

#### **6 QUALITY/MEASURES/REMEDY**

- A) Planned downtime should not be greater than 32 hours per year (8 per quarter), and no more than 8 hours at any given maintenance session.
- B) Unplanned downtime should not be greater than 12 hours per year, and no more than 8 in any one occurrence.
- C) Security, HVAC, cleanliness, and temperature shall be maintained in accordance with accepted industry standards. Normal room temperature should be maintained at approximately 68F.
- D) Remedy: if unplanned downtime in a given year exceeds the measure shown above, there shall be a reduction in charges of \$500/hour for each of the hours in excess of the limit, not to exceed a total of two (2) average months revenue in a given year. This remedy excludes Force Majeure occurrences.

#### **7 DURATION**

This Task Order continues until terminated.

#### **8 TERMINATION PROVISION**

This Task Order requires a minimum of one year's notice for termination or as otherwise agreed by the parties.

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

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**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

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**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

SIGNATURE ON FILE

David Scheuch  
Director, Information Services

5/3/10  
Date

## Attachment A - Clark County Network Cost

### 1 COST SUMMARY

	<b>Annual Cost</b>
<b>Network Equipment</b>	Excluded
<b>Network Equipt Maintenance</b>	\$ 49,396
<b>CRTC Facility Costs</b>	\$ 93,011
<b>Network Staff</b>	Excluded
<b>Network Data Connections</b>	\$ 42,232
<b>Total Annual Network Costs</b>	<b>\$ 184,639</b>
<hr/>	
<b>Number of Racks</b>	<b>36</b>
<hr/>	
<b>Annual Cost per Rack</b>	<b>\$ 5,129</b>
<b>City Racks</b>	<b>10</b>
<b>City Annual Allocated Switch Cost</b>	<b>\$ 51,289.00</b>
<b>Qwest</b>	<b>City uses one of 27 lines \$ 793.51</b>
<b>Total Annual Switch &amp; Data Line cost to City</b>	<b>\$ 52,082.51</b>
<b>Monthly Charge</b>	<b>\$ 4,340.21</b>



## 2 NETWORK EQUIPMENT COSTS

Part Description:	Quantity:	Price Each:	Total Cost per Item:
a) Cisco 6503	1	\$7,735.00	\$7,735.00
b) Catalyst 6503-E Chassis Fan Tray	1	\$294.53	\$294.53
c) Power supplies	1	\$443.28	\$443.28
d) WS SUP 720	1	\$16,660.00	\$16,660.00
e) WS-X6748-GE-TX	1	\$8,925.00	\$8,925.00
f) WS-X6724-SFP	1	\$8,925.00	\$8,925.00
a)Cisco 6513 Chasis	2	\$9,073.75	\$18,147.50
b) WS-X6748-SFP	4	\$14,875.00	\$59,500.00
c) WS-X6748-GE-TX	8	\$8,925.00	\$71,400.00
d) WS SUP 720	2	\$16,660.00	\$33,320.00
e) Power Supplies 4000W	4	\$2,975.00	\$11,900.00
f) Fan Speed	2	\$443.00	\$886.00
a) Cisco 7200 Series VXR Chasis	2	\$2,975.00	\$5,950.00
b) Fast Ethernet card	3	\$2,975.00	\$8,925.00
c) 1DS3+ serial card	4	\$5,057.50	\$20,230.00
d) Network Processing Engine-G2	2	\$11,305.00	\$22,610.00
e) PA-MCX-8TE1	2	\$6,902.00	\$13,804.00
f) Multi Channel DS3	1	\$11,974.38	\$11,974.38
g) Ethernet/Gigabit Ethernet Input/Output controller	1	\$2,975.00	\$2,975.00
h) Power Supplies	4	\$1,785.00	\$7,140.00
MM GBIC	60	\$297.50	\$17,850.00
SM GBIC	85	\$592.03	\$50,322.55
Copper GBIC	4	\$235.03	\$940.12
Catalyst 3750 WS3750-12-E	4	\$5,256.23	\$21,024.92
Cisco ASA5510 4 port	8	\$2,654.73	\$21,237.84
Cisco ASA5520 4 port	2	\$4,757.03	\$9,514.06
Cisco 4400 Wireless LAN Controller	2	\$11,897.03	\$23,794.06
Catalyst 3750 PoE-24	17	\$2,853.03	\$48,501.51
T-1 Card (single)	9	\$1,190.00	\$10,710.00
T-1 Card (Dual)	2	\$2,380.00	\$4,760.00
Cisco 2811 Rtr	11	\$2,112.53	\$23,237.83
Cisco 2800 Rtr 16 Port Switch Card	3	\$1,306.03	\$3,918.09
Cisco 2850	1	\$6,300.00	\$6,300.00
Cisco VPN 3000 Concentrator	1	\$15,500.00	\$15,500.00
Cisco VPN 3000 Concentrator PS	2	\$1,000.00	\$2,000.00
Cisco AS5350	1	\$18,683.00	\$18,683.00
Console Card 32 Port	1	\$1,600.00	\$1,600.00
Console Card cables	4	\$300.00	\$1,200.00
24 port Ortronics Patch Panel	2	\$150.00	\$300.00
Room Alert Panel Type	1	\$650.00	\$650.00
Cisco 2950	1	\$2,500.00	\$2,500.00
CheckPoint Appliance UTM-1-Edge X	1	\$2,000.00	\$2,000.00
Google Appliance	1	\$10,000.00	\$10,000.00
Cisco CE-500s	20	\$473.03	\$9,460.60
Wireless Access Point	1	\$825.00	\$825.00
Axis Cameras	4	\$500.00	\$2,000.00
PC with 20" monitor	1	\$2,200.00	\$2,200.00
AG2100 Wireless gateway with 802.11b/g	1	\$900.00	\$900.00
Racks housing Network Switches	14		
<b>Total Cost:</b>			<b>\$643,674.27</b>
Tax:			\$53,424.96
<b>Grand Total:</b>			<b>\$697,099.23</b>

Annual Cost (assuming 5 year life)

Excluded

### 3 NETWORK MAINTENANCE COSTS

#### **Network Equipment Maintenance Agreements**

Vendor		Annual Cost
Obsidian Technologies #7293	\$ 156,889.63	
General 'shared' portion	\$ 98,791.88	\$ 49,396
<b>Total Equipt Maint Cost</b>		<b>\$ 49,396</b>

#### **Network Software Maintenance Agreements**

Vendor		Annual Cost
--------	--	-------------

included in above

<b>Total Network Software Maint Cost</b>	<b>\$</b>	<b>-</b>
<b>GRAND TOTAL ANNUAL MAINTENANCE</b>	<b>\$</b>	<b>49,396</b>

## 4 CLARK COUNTY COMPUTER CENTER (CRTC) ANNUAL COST – 2008

BTD Nov 2008

			518208	518220	Biennial Cost Total	Biennial Cost Annualized	% Alloc	Biennial Cost \$ CRCA
110	Salaries			\$ 55,817.40	\$ 55,817.40	\$ 60,891.71	22%	\$ 13,396.18
140	Overtime		\$ 42.57	\$ 1,517.02	\$ 1,559.59	\$ 1,701.37	22%	\$ 374.30
141	Comp time Non Exempt			\$ 653.09	\$ 653.09	\$ 712.46	22%	\$ 156.74
191	Earned Vacation		\$ 4.81	\$ 6,381.51	\$ 6,386.32	\$ 6,966.89	22%	\$ 1,532.72
192	Earned Sick Leave		\$ 2.62	\$ 3,404.37	\$ 3,406.99	\$ 3,716.72	22%	\$ 817.68
193	Other Earned Leave		\$ 19.79	\$ 4,498.87	\$ 4,518.66	\$ 4,929.45	22%	\$ 1,084.48
210	Employee Benefits		\$ 3.41	\$ 4,525.27	\$ 4,528.68	\$ 4,940.38	22%	\$ 1,086.88
211	PERS/LEOFF		\$ 2.32	\$ 3,690.66	\$ 3,692.98	\$ 4,028.71	22%	\$ 886.32
215	Medical Dental Benefits				\$ -	\$ -	22%	\$ -
221	Medical Insurance		\$ 8.36	\$ 11,393.56	\$ 11,401.92	\$ 12,438.46	22%	\$ 2,736.46
222	Industrial Insurance		\$ 0.58	\$ 1,166.25	\$ 1,166.83	\$ 1,272.91	22%	\$ 280.04
223	Dental		\$ 0.94	\$ 1,243.82	\$ 1,244.76	\$ 1,357.92	22%	\$ 298.74
230	Life Insurance		\$ 0.11	\$ 149.62	\$ 149.73	\$ 163.34	22%	\$ 35.94
233	Flexible spending/Adm Charge			\$ 18.20	\$ 18.20	\$ 19.85	22%	\$ 4.37
236	Disability Ins.		\$ 0.27	\$ 330.70	\$ 330.97	\$ 361.06	22%	\$ 79.43
310	Office Supplies				\$ -	\$ -	22%	\$ -
322	Cleaning & Sanitation		\$ 6,720.17		\$ 6,720.17	\$ 7,331.09	22%	\$ 1,612.84
331	Electrical supplies			\$ 20,095.82	\$ 20,095.82	\$ 21,922.71	40%	\$ 8,769.09
333	Plumbing Supplies			\$ 1,463.87	\$ 1,463.87	\$ 1,596.95	10%	\$ 159.69
334	Building Materials			\$ 5,935.81	\$ 5,935.81	\$ 6,475.43	60%	\$ 3,885.26
339	Other Bldg. Supplies			\$ 4,463.41	\$ 4,463.41	\$ 4,869.17	50%	\$ 2,434.59
351	Parts				\$ -	\$ -	22%	\$ -
413	Engineering Services				\$ -	\$ -	22%	\$ -
471	Electrial & Heating		\$ 182,232.54		\$ 182,232.54	\$ 198,799.13	40%	\$ 79,519.65
472	Garbage		\$ 1,057.01		\$ 1,057.01	\$ 1,153.10	10%	\$ 115.31
473	Gas		\$ 22,298.04		\$ 22,298.04	\$ 24,325.13	60%	\$ 14,595.08
474	Heating Oil		\$ 3,452.91		\$ 3,452.91	\$ 3,766.81	50%	\$ 1,883.41
476	Water & Sewer		\$ 6,394.42		\$ 6,394.42	\$ 6,975.73	10%	\$ 697.57
481	Building Maintenance			\$ 3,794.73	\$ 3,794.73	\$ 4,139.71	60%	\$ 2,483.82
482	Equipment Maintenance			\$ 12,303.57	\$ 12,303.57	\$ 13,422.08	80%	\$ 10,737.66
486	Custodial Cleaning		\$ 85,347.18		\$ 85,347.18	\$ 93,106.01	22%	\$ 20,483.32
499	Other Misc. Services			\$ 133.70	\$ 133.70	\$ 145.85	22%	\$ 32.09
911	County contract Services		\$ 27,742.08		\$ 27,742.08	\$ 30,264.09	22%	\$ 6,658.10
XXX	Facilities Allcoated Admin O/H	8%	\$ 26,826.41	\$ 11,438.56	\$ 38,264.97	\$ 41,743.61	22%	\$ 9,183.59
			\$ 362,156.54	\$ 154,419.81	\$ 516,576.35	\$ 563,537.84		\$ 186,021.35
				\$ 516,576.35				

Estimated Annual Cost of CRTC

\$ 93,010.67

## 5 NETWORK STAFF COSTS

Position	Hrs/yr	\$/Hr	\$/yr
Network Admin (prin)	1,500	\$ 105.00	Excluded

Total Annual Cost to Maintain/Monitor Network	Excluded
-----------------------------------------------	----------

## 6 DATA CONNECTION COSTS

Vendor	Circuit ID	Function	Cost/mo	Annual Cost
Integra	DS3 of Internet PON: PTLDD725	bandwidth 21 Mbps	\$ 1,722.00	\$ 20,664.00
		Dedicated DS3 access	\$ 750.00	\$ 9,000.00
Qwest	206 Z20 0335 390B 360.694-1926-049B	Computer Room phone	\$ 39.36	\$ 472.32
Sawtooth Technology		6Mbps Secure Bandwidth	\$ 1,008.00	\$ 12,096.00
Total Annual Network Data Circuits Cost				\$ 42,232.32

Qwest	206 Z20 0335 390B 206.T32-0312-827B	City uses one of 27 lines	\$ 1,785.40	\$ 21,424.80
			1/27th	0.037037037
Additional City Only Charge				\$ 793.51

### 7 CRIC SERVER RACKS

Row 1 - Rack 1 APC	Row 2 - Rack 2 APC	Row 3 - Rack 3 APC	Row 4 - Rack 4 APC	Row 5 - Rack 5 APC	Row 6 - Rack 6 APC	Row 7 - Rack 7 APC	Row 8 - Rack 8 APC	Row 9 - Rack 9 APC	Row 10 - Rack 10 APC	Row 11 - Rack 11 APC	Row 12 - Rack 12 APC	Row 13 - Rack 13 APC	Row 14 - Rack 14 APC	Row 15 - Rack 15 APC	Row 16 - Rack 16 APC	Row 17 - Rack 17 APC	Row 18 - Rack 18 APC	Row 19 - Rack 19 APC	Row 20 - Rack 20 APC	Row 21 - Rack 21 APC	Row 22 - Rack 22 APC	Row 23 - Rack 23 APC	Row 24 - Rack 24 APC	
Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty

Row 1 - Rack 1 APC	Row 2 - Rack 2 APC	Row 3 - Rack 3 APC	Row 4 - Rack 4 APC	Row 5 - Rack 5 APC	Row 6 - Rack 6 APC	Row 7 - Rack 7 APC	Row 8 - Rack 8 APC	Row 9 - Rack 9 APC	Row 10 - Rack 10 APC	Row 11 - Rack 11 APC	Row 12 - Rack 12 APC	Row 13 - Rack 13 APC	Row 14 - Rack 14 APC	Row 15 - Rack 15 APC	Row 16 - Rack 16 APC	Row 17 - Rack 17 APC	Row 18 - Rack 18 APC	Row 19 - Rack 19 APC	Row 20 - Rack 20 APC	Row 21 - Rack 21 APC	Row 22 - Rack 22 APC	Row 23 - Rack 23 APC	Row 24 - Rack 24 APC	
Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances

Row 1 - Rack 1 APC	Row 2 - Rack 2 APC	Row 3 - Rack 3 APC	Row 4 - Rack 4 APC	Row 5 - Rack 5 APC	Row 6 - Rack 6 APC	Row 7 - Rack 7 APC	Row 8 - Rack 8 APC	Row 9 - Rack 9 APC	Row 10 - Rack 10 APC	Row 11 - Rack 11 APC	Row 12 - Rack 12 APC	Row 13 - Rack 13 APC	Row 14 - Rack 14 APC	Row 15 - Rack 15 APC	Row 16 - Rack 16 APC	Row 17 - Rack 17 APC	Row 18 - Rack 18 APC	Row 19 - Rack 19 APC	Row 20 - Rack 20 APC	Row 21 - Rack 21 APC	Row 22 - Rack 22 APC	Row 23 - Rack 23 APC	Row 24 - Rack 24 APC	
Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances	Banking Appliances

Col 1 - Rack 1 APC	Col 2 - Rack 2 APC	Col 3 - Rack 3 APC	Col 4 - Rack 4 APC	Col 5 - Rack 5 APC	Col 6 - Rack 6 APC	Col 7 - Rack 7 APC	Col 8 - Rack 8 APC	Col 9 - Rack 9 APC	Col 10 - Rack 10 APC	Col 11 - Rack 11 APC	Col 12 - Rack 12 APC	Col 13 - Rack 13 APC	Col 14 - Rack 14 APC	Col 15 - Rack 15 APC	Col 16 - Rack 16 APC	Col 17 - Rack 17 APC	Col 18 - Rack 18 APC	Col 19 - Rack 19 APC	Col 20 - Rack 20 APC	Col 21 - Rack 21 APC	Col 22 - Rack 22 APC	Col 23 - Rack 23 APC	Col 24 - Rack 24 APC	
Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty

**Technology Services**  
**Interlocal Agreement** (ILA)

**Task Order**

Task Order # 02

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Tidemark Application and Database Support		
<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	Continues until replaced or terminated.
<b>Provider</b>	Clark County	<b>POC</b>	Applications and Services Manager
<b>Recipient</b>	City of Vancouver	<b>POC</b>	Applications Manager
<b>Skill Set</b>	Application Developer	<b>Task Order Cost</b>	\$ 100,000/Yr.
		<b>Not to Exceed</b>	\$150,000/Yr.
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	Monthly
None.			

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	<input type="checkbox"/>
T&M	<input checked="" type="checkbox"/>

### 1 BILLING TYPE

Time based billing and specific, generally fixed and agreed upon maintenance and license fees – see attachment A.

### 2 DELIVERY PRICE NOTES/REMEDY

A) Cost breakdown

i)	Fixed direct
) license and maintenance (per year)	50,000
ii)	Labor costs
(per year)	<u>50,000</u>
	<b>\$ 100,000</b>

B) Price does not include support for major version upgrades (e.g., version 3.5 to 4.0), any such upgrade will be identified on a separate task order.

C) Any change in hardware (servers, memory, storage, etc.) shall be handled in another Task Order.

D) Billing shall be for actual costs incurred for the previous month. No pro-ration of annual or predicted amounts.

### 3 TASK DETAILS/LIMITATION (SCOPE OF WORK)

A) This task addresses the need to maintain the City's Tidemark application in accordance with the County's maintenance agreement with Tidemark. Specific tasks include:

- i) Database administration including the maintenance of three (3) instances including production, training and development.
- ii) Upgrade of database and application through the application of patches and fixes.
- iii) Periodic requests for information/meeting support.
- iv) Manage and perform back-ups.
- v) Addition of new users as relevant licenses allow.
- vi) Minor and routine security modifications.
- vii) External auditor support not to exceed two times per year.
- viii) License usage monitoring and compliance enforcement.
- ix) Support for data extracts and ad hoc reporting.
- x) Routine maintenance that does or may result in network or server downtime shall be scheduled at least four (4) weeks in advance and allow at least four (4) weeks notice to

business customers. In all cases, both POCs shall collaborate to plan such maintenance. To the extent possible, planned downtime shall occur outside normal business hours for the impacted organizations/departments.

B) Routine maintenance does not include:

- i) Major version upgrades—those will be handled on a separate Task Order.
- ii) Installation and maintenance of more than three instances.
- iii) Major database upgrades.

#### **4 ASSUMPTIONS AND CONSTRAINTS**

None.

#### **5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

None

#### **6 QUALITY/MEASURES/REMEDY**

- A) Application is current with patches and fixes supplied by the vendor. Specific measurement is: No released patch or fix is greater than 90 days old unless otherwise mutually agreed upon.
- B) Application unplanned downtime—as caused by application specific problems—shall occur no more than 24 hours, during normal City business hours, per year. Downtime calculation begins once the incident is first reported and continues until full functionality is restored for all Users.
- C) Application planned downtime occurs only after City normal business hours.
- D) Any planned downtime that may be scheduled during normal city business hours shall have the concurrence and approval of the City.
- E) Data backups shall occur in accordance with the mutually agreed upon procedure.
- F) Remedy: if unplanned downtime in a given year exceeds the measure shown above, then a reduction in cost of \$100/hour for each of the hours in excess of the limit, not to exceed two (2) average month's charges in a given year.

#### **7 DURATION**

This Task Order continues until terminated.

#### **8 TERMINATION PROVISION**

This Task Order requires a minimum of one hundred eighty (180) days notice for termination.



IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

5/3/2010  
Date

Patrick Gilbride  
Information Technology Manager

SIGNATURE ON FILE

5/3/10  
Date

David Scheuch  
Director, Information Services

**Technology Services  
Interlocal Agreement**

**Task Order**

Task Order # 03

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Network Operations Support		
<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	Continues until replaced or terminated.
<b>Provider</b>	Clark County	<b>POC</b>	County Infrastructure Services Manager
<b>Recipient</b>	City of Vancouver	<b>POC</b>	City Technical Services Manager
<b>Skill Set</b>	Network Administrators	<b>Task Order Cost</b>	\$10,000/year minimum
		<b>Not to Exceed</b>	\$120,000/year
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	Monthly
None.			

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	<input type="checkbox"/>
T&M	<input checked="" type="checkbox"/>

**1 BILLING TYPE**

Time-based billing with a minimum number of ninety six (96) hours per year.

**2 DELIVERY PRICE NOTES/REMEDY**

The City is responsible for purchasing City-specific equipment, services, and software. Total task cost is not allowed to exceed the annual budgeted amount without approval of City budget authority.

**3 TASK DETAILS/LIMITATION (SCOPE OF WORK)**

A) This task provides for the labor needed to maintain network switches, routers, firewalls and other related network infrastructure. Specific tasks include:

- i) Network O/S operations and support
- ii) Network maintenance including patch and fix upgrades
- iii) Network is monitored 24/7 via automated and manual processes
- iv) Traffic system network infrastructure maintenance
- v) Wide area network infrastructure maintenance
- vi) Remote network access requirements and maintenance
- vii) Limited network analysis and design as needed to maintain the current network

B) Routine maintenance does not include:

- i) Major version upgrades—those will be handled on a separate Task Order
- ii) Project Management functions associated with new facilities.

**4 ASSUMPTIONS AND CONSTRAINTS**

None.

**5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

Unless otherwise stated here, communications will be as defined in Task Order 00, Section 5 – Task Communications/Management/Reporting.

None

**6 QUALITY/MEASURES/REMEDY**

A) Application is current with patches and fixes supplied by the vendor. Specific measurement is: No released patch or fix is greater than 90 days old unless otherwise mutually agreed upon.

- B) Network unplanned downtime is no more than 4 hours per month.
- C) Network planned downtime will occur only as mutually agreed.
- D) Network support will be provided as best efforts.
- E) Planned network downtime will be no more than eight (8) hours per calendar quarter, unless mutually agreed.

## **7 DURATION**

This Task Order continues until terminated.

## **8 TERMINATION PROVISION**

This Task Order requires a minimum of one year's notice for termination or as otherwise agreed by the parties.

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

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**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

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**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

\_\_\_\_\_  
Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

SIGNATURE ON FILE

\_\_\_\_\_  
David Scheuch  
Director, Information Services

5/3/10  
Date

**Technology Services  
Interlocal Agreement**

**Task Order**

Task Order # 04

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Services Desk (Operations and disentanglement)
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<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	December 31, 2009
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<b>Provider</b>	Clark County	<b>POC</b>	Supervisor
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<b>Recipient</b>	City of Vancouver	<b>POC</b>	City Technical Services Manager
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<b>Skill Set</b>	Service Desk Technician	<b>Task Order Cost</b>	\$ 135,000/year
		<b>Not to Exceed</b>	\$135,000/year
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	Monthly

Attachment A - Transition Plan - Discontinuation of Services Desk Services

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	<input checked="" type="checkbox"/>
T&M	<input type="checkbox"/>

**1 BILLING TYPE**

Refer to terms of Attachment A.

**2 DELIVERY PRICE NOTES/REMEDY**

Refer to terms of Attachment A.

**3 TASK DETAILS/LIMITATION (SCOPE OF WORK)**

Refer to terms of Attachment A.

**4 ASSUMPTIONS AND CONSTRAINTS**

None

**5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

Refer to terms of Attachment A.

**6 QUALITY/MEASURES/REMEDY**

None

**7 OTHER**

None

**8 DURATION**

Terminated, as of December 31, 2009.

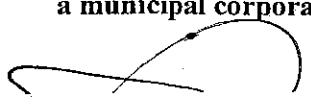
**9 TERMINATION PROVISION**

Completed

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation

**CLARK COUNTY, WASHINGTON**  
a Washington subdivision



**SIGNATURE ON FILE**

\_\_\_\_\_  
Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

**SIGNATURE ON FILE**

\_\_\_\_\_  
David Scheuch  
Director, Information Services

5/3/10  
Date



## **Attachment A - Transition Plan: Discontinuation of Services Desk Services**

The City of Vancouver (City) gave Clark County (County) notice effective August 1, 2009, that the City would discontinue Service Desk services provided by the County. Such Service Desk services provided by the County will cease on December 31, 2009. Both parties agree as follows:

### **1 COUNTY RESPONSIBILITIES:**

- A) County will provide historical data (from January 1, 2008 to the last date of Service Desk services) within current Service Desk software system and deliver the data via an Access Database File.
- i) County will provide copies of all available documentation, training materials, procedures and knowledge base that the County has in its possession regarding current Service Desk services.
  - ii) County will transfer current Service Desk software system to City to be used on City hardware (Software vendor needs to agree/approve of transfer). The City will pay for any license transfer fees directly to Epicor Software Corporation. Richard Buss from the County will work with Giovanni Strano in accomplishing the transfer of software to a City-Owned server by August 31, 2009.
  - iii) County will provide Service Desk services until December 31, 2009. The specific Service Desk services the County will provide from August 1, 2009 to December 31, 2009 will consist of:
    - a) County will be primary backup to the City's temporary Service Desk staff for the hours of 8:00 AM to 5:00PM. Such backup includes answering Service Desk requests and logging those in the City's help desk software. The County will not need to reside at the City to perform the backup role.
    - b) County will train City's temporary Service Desk staff on all relevant aspects of the Clientele Service Desk software utilized by the City of Vancouver. Such training shall occur within 2 weeks of City request.
    - c) County will train additional City temporary Service Desk staff if original temporary staff leaves the assignment or the City chooses to replace the temporary staff.

### **2 CITY RESPONSIBILITIES:**

City will pay the County \$135,000 for the period January 1, 2009 through December 31, 2009. This amount (\$135,000) is inclusive of any current billings from County for Service Desk services. For example, County billings received year to date include amounts for Service Desk services (hours for Bill Jacobson and others) and these amounts are included in the annual offer of \$135,000.

**Technology Services  
Interlocal Agreement**

**Task Order**

Task Order # 05

This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	System Administration Support		
<b>Service Start Date</b>	January, 1, 2009	<b>End Date or Project Milestone</b>	Continues until replaced or terminated.
<b>Provider</b>	Either party	<b>POC</b>	County - Infrastructure Services Manager or City - IT Manager
<b>Recipient</b>	Either party	<b>POC</b>	County Infrastructure Services Manager or City - IT Manager
<b>Skill Set</b>	System Administrators	<b>Task Order Cost</b>	\$30,000/year minimum
		<b>Not to Exceed</b>	\$50,000/year
<b>Task Order Attachments</b>		<b>Billing Frequency</b>	Monthly
None.			

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

# 1 BILLING TYPE

Fixed Price	<input type="checkbox"/>
T&M	<input checked="" type="checkbox"/>

Time based billing with a minimum number of hours per year.

# 2 DELIVERY PRICE NOTES/REMEDY

- A) The City is responsible for purchasing City-specific equipment, services, and software
- B) City will directly purchase tapes required for backups.

# 3 TASK DETAILS/LIMITATION (SCOPE OF WORK)

- A) This task addresses the labor, software and anti-spam appliance needed to maintain the City network file, print, and application servers. Specific tasks include:
  - i) Operating system maintenance including patch and fix upgrades.
  - ii) Complete file back-ups in accordance with agreed schedule and restores.
  - iii) All administrative support software is maintained current including patch and fix upgrades; including but not limited to the following:
    - a) Anti-Virus
    - b) Backup
    - c) Email gateway
    - d) Spam and Malware protection.
  - iv) Installing, configuring and maintaining servers, storage and peripherals.
- B) Routine maintenance does not include:
  - i) Major version upgrades—those will be handled on a separate Task Order.
  - ii) Project Management functions associated with new facilities.
  - iii) Expansion of existing data storage capabilities.

# 4 ASSUMPTIONS AND CONSTRAINTS

- A) Routine communication and general management issues surrounding this Task Order can occur at the monthly Agreement meeting. No special communication is needed
- B) Patch and fix activity should be reported monthly in the routine Agreement report

# 5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING

Unless otherwise stated here, communications will be as defined in Task Order 00, Section 5 – Task Communications/Management/Reporting.

None

## **6 QUALITY/MEASURES/REMEDY**

Application is current with patches and fixes supplied by the vendor. Specific measurement is: No released patch or fix is greater than 90 days old unless otherwise mutually agreed upon.

## **7 DURATION**

This Task Order continues until terminated.

## **8 TERMINATION PROVISION**

This Task Order requires a minimum of one hundred eighty (180) days notice for termination or as otherwise agreed.

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation


**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

  
Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

SIGNATURE ON FILE

  
David Scheuch  
Director, Information Services

5/3/10  
Date

**Technology Services  
Interlocal Agreement**

**Task Order**

Task Order #

<b>06</b>
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This Task Order is a specification of Services to be provided between the City of Vancouver, Washington and Clark County, Washington; it is an addendum to the current Technology Services Interlocal Agreement ("Agreement") and is subject to all terms and conditions of the Agreement.

<b>Title</b>	Application Support		
<b>Service Start Date</b>	January 1, 2009	<b>End Date or Project Milestone</b>	Continues until replaced or terminated
<b>Provider</b>	City of Vancouver or Clark County	<b>POC</b>	City - Applications Manager or County - Applications and Services Manager
<b>Recipient</b>	Clark County Application Manager or City of Vancouver	<b>POC</b>	County - Infrastructure Services Manger or City - Applications Manager
<b>Skill Set</b>	Application Developer	<b>Task Order Cost</b>	\$100/hr
<b>Task Order Attachments</b>		<b>Not to Exceed</b>	\$30,000 / yr
		<b>Billing Frequency</b>	Monthly
None.			

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Fixed Price	<input type="checkbox"/>
T&M	<input checked="" type="checkbox"/>

**1 BILLING TYPE**

Monthly billing based on actual number of hours of work.

**2 DELIVERY PRICE NOTES/REMEDY**

None

**3 TASK DETAILS/LIMITATION (SCOPE OF WORK)**

Major upgrades, additional interfaces or other significant changes will require a written agreed upon scope of work with an estimate for number of hours required to complete.

**4 ASSUMPTIONS AND CONSTRAINTS**

Proposed tasks will be agreed upon by both parties prior to any work performed. Such evidence of agreement will include but not be limited to, email from requesting party and email acceptance by the performing party. Billing/paying staff from both parties will be copied on the emails. The billing shall include appropriate documentation of work performed and hours worked.

**5 TASK COMMUNICATIONS/MANAGEMENT/REPORTING**

Unless otherwise stated here, communications will be as defined in Task Order 00, Section 5 – Task Communications/Management/Reporting.

None.

**6 QUALITY/MEASURES/REMEDY**

None

**7 DURATION**

This Task Order will be effective the same period as the biennial budget period of the City of Vancouver and Clark County.

**8 TERMINATION PROVISION**

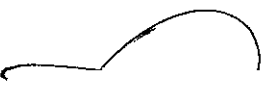
Termination of this Task Order, or work on any application that is covered by this Task Order, may occur upon written notice of termination.

IN WITNESS WHEREOF, the City and County have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 3<sup>RD</sup> day of May, 2010

**CITY OF VANCOUVER, WASHINGTON**  
a municipal corporation


**CLARK COUNTY, WASHINGTON**  
a Washington subdivision

SIGNATURE ON FILE

  
\_\_\_\_\_  
Patrick Gilbride  
Information Technology Manager

5/3/2010  
Date

SIGNATURE ON FILE

  
\_\_\_\_\_  
David Scheuch  
Director, Information Services

5/3/10  
Date