



3626 - 156th ST SW ♦ Lynnwood, WA 98087 ♦ (425) 743-4605 ♦ (425) 742-4562 fax

DATE: February 01, 2021

TO: The Board of Commissioners
Paul D. McIntyre, President
Jack Broyles, Jr., Vice President
Donna J. Cross, Secretary
Larry D. Jones, Commissioner
Dean R. Lotz, Commissioner

General Manager
Dick McKinley

FROM: Diana Storm, IT Manager
Krista Bautista, IT Project Manager

SUBJECT: Snohomish County GIS Services
Interlocal Agreement
Vendor: Snohomish County
Amount: Not to exceed \$90,000 over 6 years

Requested Action

Board approval for the General Manager's execution of an Interlocal Agreement (ILA) with Snohomish County to obtain GIS Services with a not to exceed amount of \$90,000 over six years.

Background

GIS is mapping software used to capture, identify, and analyze the infrastructure used to safely convey water and wastewater for our customers. As such, it plays a vital role in the daily operations, asset management, and future planning of District services.

The District implemented Enterprise GIS in 2018, improving access and usability, adding more assets, and increasing available data. We continue to add assets not previously tracked by GIS, create additional integrations with other systems, and work on data quality and process improvements.

Expanding GIS access district-wide, displaying user friendly GIS maps to other applications, and increasing the data managed by GIS required a significant investment in additional architecture, database development, programming, and webapps – the programs that employees use to view and navigate District maps.

Background (Continued)

The effort required to maintain our Enterprise GIS continues to grow, and challenges over the past year, including pandemic response, business process changes, COVID-19 related developer impacts, and the recent retirement of our GIS Coordinator have created a backlog of GIS work.

Establishing an agency partner as an additional support resource provides several benefits. Billing at \$87 - \$95 per hour, Snohomish County's GIS resources provide a 38% cost savings over private consultants and a \$33% cost savings over similar offerings by other government agencies.

Snohomish County provides some of the base information that supports our GIS, such as fire districts and parcel information. Likewise, we manage information that is useful to the County, such as information for permits and hydrant locations. Building stronger ties with their GIS group will create opportunities for sharing information more efficiently with increased communication and mutual learning.

Engaging a local government partner will also create greater resiliency for our GIS program. Having a neighboring agency with available personnel who would already be familiar with the structure of our data and processes could save training time when additional assistance is needed most.

Discussion

Entering into an ILA with Snohomish County for GIS services will accommodate our immediate need to reduce our current backlog of GIS tasks and strengthen the District's ability to maintain and support our Enterprise GIS program moving forward.

The Interlocal Agreement language provided is the same language previously approved by AWWD's legal counsel for use in past ILA's.

Budget

The approved IT budget includes funds to address this work in the Professional Services – Computer category.

Attachment

- Interlocal Agreement & SWO

Exhibit A - Supplemental Work Order (SWO 20-01)

GIS Support Services

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and Alderwood Water & Wastewater District (“AWWD”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Alderwood Water & Wastewater District and Snohomish County to Provide Information Services dated as of _____, 20___. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to AWWD. This SWO also serves as the Service Level Agreement, (See Section 6 Service Levels and Designated Points of Contact and Escalation Points of this SWO) between AWWD and SCDOIT.

- 1. Purpose:** The purpose of this SWO is for SCDOIT to provide to AWWD information services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this SWO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCDOIT.
- 3. Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for five years unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this SWO shall also terminate on the ILA termination date.
- 4. Prohibited Use:**
 - a. AWWD shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b. By executing this SWO, AWWD acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement.

- c. Snohomish County shall not use any AWWD applications, data, or systems in a manner that AWWD reasonably determines may adversely affect AWWD systems, AWWD customers, the integrity and operations of AWWD’s business, or AWWD’s ability to provide services to AWWD customers.
 - d. By executing this SWO, Snohomish County acknowledges and agrees that AWWD may monitor any activity and content associated with the use of AWWD applications, data, or systems. AWWD may cooperate with law enforcement agencies in any investigation related to the use of AWWD systems and investigate any complaint or reported violation of law or AWWD policy. AWWD may take action in response to requests AWWD reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of access or Service; removal of materials on AWWD-hosted systems; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement.
- 5. Resale of Snohomish County Services:** AWWD shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.
- 6. Service Levels and Designated Points of Contact and Escalation Points:** SCDOIT’s designated point of contact for AWWD to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Help Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

AWWD’s designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

AWWD Primary Contact: Krista Bautista, IT Project Manager
 425-741-7935
 KBautista@awwd.com

AWWD Billing Contact: Krista Bautista
 425-743-4605
 AccountsPayable@awwd.com

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when AWWD is unable to conduct business.	2 hours	SCDOIT’s assigned primary response contact will make contact within one (1) hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, AWWD is still able to conduct business, but no practical workaround exists.	3 Hours	SCDOIT’s primary response contact will make contact with AWWD’s designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCDOIT’s primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

7. **Payment for Services:** The County will invoice AWWD for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). AWWD will be billed in full for Services rendered up to and including the date the County receives AWWD’s cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of AWWD.
9. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.
10. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications which remain within the ILA Contract Maximum will be made through the issuance of a new SWO, which will take precedence over the original SWO.
11. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
12. **Notices:** Notices and other communications between Snohomish County and AWWD that are not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. AWWD shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA

providing AWWD with notice at the email address most recently provided to the County by AWWD for use in providing notices pursuant to the ILA.

13. Responsibilities:

a. **SCDOIT Responsibilities:**

- i. Provide remote GIS Support to AWWD for hours as requested by the District in writing.

14. Scheduled Maintenance: Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight PST are Snohomish County’s regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify AWWD two (2) business days prior to the scheduled action.

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

AWWD Primary Contact: Krista Bautista, IT Project Manager
AWWD
3626 156th Street SW
Lynnwood, WA 98087
425-741-7935

SCDOIT Primary Contact: Ed Whitford, GIS & Data Supervisor
GIS Support Services Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

Signature Page Follows

By their signatures, County and AWWD District hereby acknowledge and accept the terms and conditions of this SWO.

Approved

AWWD District

Signature

Print or Type Name

Title

Date

Approved

Snohomish County

Snohomish County Executive

Print or Type Name

Title

Date

Appendix A to Exhibit A
SWO AWWD District Services List and Summary of Annual Costs

SCDOIT will provide the following remote Services at the prepaid support rate identified below.

Optional GIS Support Services:

Services	Function	2020/2021 Hourly Rate
GIS Analyst	Direct GIS Support	\$87.00
Senior GIS Analyst	Direct GIS Support	\$95.00

COUNTY DEPARTMENT: Department of Information Technology
CONTACT PERSON: Viggo Forde, Director
ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201
TELEPHONE/EMAIL: (425) 388-3703 / viggo.forde@snoco.org
PUBLIC AGENCY: Alderwood Water & Wastewater District

AGENCY CONTACT PERSON: Krista Bautista
ADDRESS: 3626 156th Street SW
Lynnwood, WA 98087
TELEPHONE/EMAIL: 425-741-7935/ KBautista@awwd.com
PROJECT: Information Technology Services
AMOUNT: As specified in Supplemental Work Orders
Not to exceed \$90,000 for the Six (6) year life
of the Agreement
FUND SOURCE: Alderwood Water & Wastewater District
CONTRACT DURATION: Six (6) Years from date of Contract
Execution

INTERLOCAL AGREEMENT BETWEEN THE ALDERWOOD WATER & WASTEWATER
DISTRICT AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY
SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter “County” or “SCDOIT”) and the ALDERWOOD WATER & WASTEWATER DISTRICT (hereinafter “AWWD” or “District”), for the purpose of SCDOIT providing information technology services to AWWD.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDOIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

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

WHEREAS, AWWD requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software;

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and AWWD agree as follows:

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for AWWD, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:

A. Hourly Geographic Information Services as requested by AWWD.

B. Other functions as may be mutually agreeable.

2. Contract Maximum. All Supplemental Work Orders executed under this ILA shall not exceed an aggregate total of \$90,000.
3. Reserved.
4. Surrender of Property. AWWD shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to AWWD all property of AWWD upon completion, termination, or cancellation of this Agreement.
5. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to six (6) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
6. Compensation: AWWD may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

Alderwood Water will pay County for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the County and shall be effective ninety (90) days after written

notice of change is provided to the AWWD, postage paid in the US mail.

The County will submit an invoice or advice of charge to AWWD annually for the service fees, or as defined in a SWO, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by AWWD and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWOs with balances more than ninety (90) days past due is cause for the termination of a SWO. Amounts disputed by AWWD under Section 7 of this Agreement are not subject to late payment charges.

7. Obligations of AWWD are as follows: AWWD shall make payment to County of all submitted invoices or advices of charge pursuant to Section 6 of this Agreement.
8. Mutual Covenants: AWWD will promptly notify the County in writing of issues regarding invoices, or of services which AWWD believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity

covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of AWWD.

9. County Review and Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, the County may, following review by the SCDOIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, the County will either accept or reject AWWD systems and services as listed in the SWO. The County will not invoice AWWD until the County has accepted service and/or system delivery responsibility. AWWD is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and AWWD shall keep all records required by this Agreement in accordance with statutory archival requirements.
11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, AWWD shall hold harmless, indemnify, and defend, at its own expense, SCDOIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of AWWD's performance of this Agreement, including claims by AWWD's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense AWWD, its elected and appointed

officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of AWWD, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by AWWD and County, including claims by AWWD's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of AWWD and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Limitation of Liability: In no event will County or AWWD be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or AWWD under this Agreement or any SWO hereunder, even if the County or AWWD has been advised of the possibility of such damages.
13. Compliance with Laws: The County and AWWD shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. AWWD will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
14. Non-assignment: The County and AWWD shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
15. Conflicts between Attachments and Text: Should any conflicts exist between any attached

exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.

16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to AWWD as needed over a six (6) year term. SWOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County Superior Court, Washington.
18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
20. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”

“AWWD”

SNOHOMISH COUNTY

ALDERWOOD WATER DISTRICT

By: _____
County Executive Date

By: _____
Title: _____ Date

Approved as to Form Only:

Deputy Prosecuting Attorney Date

AWWD Attorney Date

Approved as to indemnification provisions:

Risk Management Date

Recommended for Approval:

Viggo Forde, Director Date
Snohomish County Department of Information Technology