

**AS-6486****Motion Items 21.****BOCC Agenda****Meeting Date:** 07/01/2014

Inter local Agreement between City of Longview and Cowlitz County for IT Services to 911 Communications and Law Enforcement Records

**Submitted For:** Deanna Wells, 911 Communications Center**Submitted By:** Val Cummings, 911 Communications Center**Department:** 911 Communications Center

---

**Information****Subject and Summary Statement**

This inter local agreement defines the services and the terms and conditions under which they will be provided to the Cowlitz County 911 Communications Center and the Cowlitz County Law Enforcement Records Department, by the City of Longview Department of Information Technology Services.

The City of Longview will provide 1 FTE dedicated to Cowlitz County 911 at a cost of \$91,000 and .5 FTE dedicated to Cowlitz County Law Enforcement Records at a cost of \$45,500 annually. Project work involving other City of Longview staff will be billed at the agreed upon rates. Other charges, including Administrative Overhead at 15%, will be billed as listed in Appendix 2 of the agreement.

**Will Staff Attend Y / N**

N

**Department Recommendation**

It is recommended that the Board of County Commissioners approve this Inter local Agreement.

---

**Fiscal Impact**

**Expenditure Required \$:** 104,650.00  
**Budget Sufficient Y-N:** Y  
**Amendment Required Y-N:** N  
**Source of Funds - Fund/Dept. :** 412-535-000  
**Grant Y-N:** N

**Expenditure Required \$:** 52,325.00  
**Budget Sufficient Y-N:** N  
**Amendment Required Y-N:** Y  
**Source of Funds - Fund/Dept. :** 413-545-000  
**Grant Y-N:** N

---

**Attachments**Agreement



---

**Form Review****Inbox**

Dana Gigler

Val Cummings (Originator)

Dana Gigler

Records

Clerk of the Board

Form Started By: Val Cummings

Final Approval Date: 06/26/2014

**Reviewed By**

Dana Gigler

Val Cummings

Dana Gigler

Traci Jackson

Traci Jackson

**Date**

06/24/2014 04:16 PM

06/25/2014 10:58 AM

06/25/2014 11:38 AM

06/26/2014 02:29 PM

06/26/2014 02:29 PM

Started On: 06/24/2014 09:00 AM



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LONGVIEW**

**AND**

**COWLITZ COUNTY FOR DELIVERY OF TECHNOLOGY SERVICES**

THIS IS AN AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Ch 39.34 RCW, between the City of Longview, Washington, a municipal corporation in the State of Washington (the “City”), and Cowlitz County, Washington, a municipal corporation in the State of Washington (the “County”). Each a “Party” or together the “Parties”. This AGREEMENT provides for the County to contract for specified information technology services from the City and for the City to provide such information technology services upon the Terms and Conditions agreed to herein.

NOW, THEREFORE,

THE COUNTY AND CITY agree as follows:



## **TERMS AND CONDITIONS**

### **Table of Contents**

#### **General Agreement**

Section 1	Purpose .....	3
Section 2	Terminology .....	3
Section 3	Effective Date/Term .....	3
Section 4	Termination.....	3
Section 5	Administration .....	5
Section 6	Dispute Resolution.....	5
Section 7	Venue and Choice of Law .....	5
Section 8	Rights and Remedies .....	5
Section 9	City as Independent Contractor .....	5
Section 10	Hold Harmless/Indemnification.....	5
Section 11	Assignment/Subcontracting .....	6
Section 12	Non-Discrimination .....	6
Section 13	No Third Party Beneficiary.....	7
Section 14	Notice.....	7
Section 15	Waiver.....	7
Section 16	Ratification .....	7
Section 17	Entire Agreement.....	8
Section 18	Amendment.....	8

#### **Services & Responsibilities**

Section 19	Severability/Caption .....	8
Section 20	Services.....	8
Section 21	Deliverables and Performance Criteria.....	9
Section 22	Management Committee.....	9
Section 23	Financial Terms and Payment Process .....	10
Section 24	Request for Services Outside the Agreement .....	10
Section 25	Personnel.....	11
Section 26	Disaster Preparedness and Recovery .....	12
Section 27	County Responsibilities .....	12
Section 28	Documentation.....	12
Section 29	Technology Planning.....	12

#### **Appendices**

Appendix 1	Service Matrix.....	14
Appendix 2	Cost Breakdown.....	28



**SECTION 1 - PURPOSE.** The purpose of this Agreement is to define the services to be provided and the terms and conditions under which they will be provided to Cowlitz County 911 Communications Center (hereafter "County 911") by the City of Longview, Department of Information Technology (hereafter known as "City IT"). City IT and County 911 acknowledge that this Agreement represents a public partnership with a goal of providing the most cost effective services to our citizens. As such, City IT will ensure due diligence and cooperation in working with third-party vendors hired by the County or the City in respect to the provision of IT services.

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

"Applicable County Commissioner" shall mean the County Commissioner that has the Communications Department assigned to him/her.

"City" shall mean the City of Longview.

"City IT" or "IT" shall mean the City of Longview Information Technology Department

"County" shall mean Cowlitz County.

"County 911" shall mean the Cowlitz County 911 Communications Center and/or the Cowlitz County Law Enforcement Records office, depending on the context within which it is used.

"County Directors" shall mean directors of the Cowlitz County 911 Communication Center and/or the Cowlitz County Law Enforcement Records, depending on the context within which it is used.

**SECTION 3 - EFFECTIVE DATE/TERM.** The effective date for this Agreement is July 1, 2014. It shall continue in force until terminated as set forth in Section 4 of this Agreement.

**SECTION 4 - TERMINATION.**

**TERMINATION FOR CONVENIENCE.**

County reserves the right to terminate this Agreement upon at least thirty (30) calendar days written notice for any reason deemed by Commissioners to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination, the County shall pay City those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the City is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered as designated by County.

**TERMINATION FOR DEFAULT.**

Failure by County or City, or any other contractors in performing their respective obligations under this Agreement shall constitute a breach of this Agreement. In the event of such breach, the other party or parties may pursue any and all rights and remedies allowed under applicable law (statutory law, case law, rules, or regulations), including but not limited to the requirement that the defaulting party take corrective action within ten (10) calendar days after the date the defaulting party receives written notice



citing the exact nature of the its breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (to) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. Notwithstanding the foregoing, consistent with the Notices section of this Agreement, nothing in this Section shall be interpreted or construed to give any contractor the right to terminate this Agreement for non-payment by County, if County has paid City for the services to which it is due and owing.

In the event of a default by any Contractor, County may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default, or show cause shall be issued by the County 911 Director only and delivered per Notices section of this Agreement, and all replies shall be made in writing to the County 911 Director at the address provided herein. Notices issued by or to anyone other than County 911 Director shall be null and void, and shall be considered as not having been issued or received.

County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or at equity, in case of default and may contract with another party with or without competition or further notification to any contractor. In the event of Termination for Default, County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

- 4.1 In the event written notice of termination is given by either Party, both Parties shall work to accomplish a complete transition of services being terminated without interruption of or adverse impact on the services enjoyed by either Party under this Agreement. The disentanglement process shall begin as soon as possible but not later than the date of termination. Both Parties shall, in good faith, develop a work plan to transition in such a manner that will seek to maintain existing service levels and minimize disruption of services. The cost of disentanglement, if incurred, shall be divided equally between the Parties.
- 4.2 Third-Party Authorizations. City shall execute any third-party authorizations necessary to grant the County 911 the use and benefit of any third-party contracts, unless otherwise prohibited by contract.
- 4.3 Licenses to Proprietary Software. City shall allow the County 911 (after receiving written approval from the City) or other service provider to use, copy, and modify, applications and programs developed by the City that would be needed in order to allow the County 911 to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.
- 4.4 Delivery of Documentation. City shall deliver to the County 911 or its designee, at the County 911's request, all documentation and data related to the County 911, including any County 911 data held by City.
- 4.5 Maintenance Contracts. If the County 911 elects to terminate this Agreement, the City shall be liable for those maintenance contracts related to the City's hardware and software. The County 911 shall be liable for the maintenance contracts related to the County 911's hardware and software. Both entities shall be equally liable for the maintenance contracts related to the hardware and software that is jointly owned. The Parties shall execute any documents necessary to transfer said contracts and the ownership/license associated with them, unless otherwise prohibited by contract.
- 4.6 Payment of Costs and Fees. The Parties shall remain responsible for payment of costs and fees contemplated herein until the Parties mutually agree that services herein have been fully separated.



**SECTION 5 - ADMINISTRATION.** The Longview City Manager and the Cowlitz County Commissioners or their designees shall administer this Agreement.

**SECTION 6 - DISPUTE RESOLUTION.** In the event of a dispute between the County 911 and City regarding the delivery of services under this Agreement, the Longview City Manager and the Cowlitz County Commissioner assigned with the Communications Department or his/her designated representatives shall review the dispute and options for resolution. The decision of the City Manager and the Applicable County Commissioner, or his/her designee, regarding the dispute shall be written as an addendum to this Agreement and shall be final as between the Parties.

Any controversy or claim arising out of or relating to the alleged breach of this Agreement that cannot be resolved by the City Manager and Applicable County Commissioner, or his/her designee, may be submitted to mediation.

**SECTION 7. VENUE AND CHOICE OF LAW.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington. Each party shall be responsible for its own attorney fees.

**SECTION 8 RIGHTS AND REMEDIES.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

**SECTION 9 - CITY AS INDEPENDENT CONTRACTOR.** The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County 911 and City or any of the City's employees or agents. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. The Parties shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the County 911 an employee of the City or any employee of the City an employee of the County 911 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 City or County employees by virtue of their employment.

This Section 9 shall survive termination of this Agreement.

**SECTION 10 - HOLD HARMLESS/INDEMNIFICATION** The City shall indemnify and hold the County, its officers, officials employees and volunteers harmless from any and all liability, demands, claims, injuries, damages, losses, causes of action, suits or judgments including attorney fees and expenses, arising out of or resulting from the negligent acts, errors or omissions of the City relating to or arising out of performing this Agreement. City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principal of governmental or public law is involved.



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

The County shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all liability, demands, claims, injuries, damages, losses, causes of action, suits or judgments including attorney fees and expenses, arising out of or resulting from the negligent acts, errors or omissions of the County relating to or arising out of performing this Agreement. County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principal of governmental or public law is involved.

If the comparative negligence of the Parties and their elected officials, officers, agents, and/or employees is a cause of the liability, demands, claims, injuries, damages, losses, causes of action, suits or judgments, and including attorney fees and expenses, then the liabilities, losses, fees and costs, including for the duty to defend, shall be shared between the Parties in proportion to their relative degree of negligence.

This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City 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 County against the liability for damages arising out of bodily injuries to person caused by or resulting from the negligence of the County, its elected officials, officers, employees and agents.

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

This Section 8 shall survive the termination of this Agreement.

**SECTION 11 - ASSIGNMENT/SUBCONTRACTING.** Neither the County 911 nor the City 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 Party.

**SECTION 12 - 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 13 - NO THIRD PARTY BENEFICIARY.** The County 911 does not intend by this Agreement to assign any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County 911. The County 911 and City do not intend there be any third-party beneficiary to this Agreement.

**SECTION 14 - NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

If to the City:

CITY OF LONGVIEW  
P.O. Box 128  
Longview, Washington 98632  
Attention: City Manager

and

CITY OF LONGVIEW  
P.O. Box 128  
Longview, Washington 98632  
Attention: Information Technology Director

If to the County:

COWLITZ COUNTY  
207 North 4<sup>th</sup> Avenue  
Kelso, Washington 98626  
Attention: County Commissioners

and

COWLITZ COUNTY  
911 COMMUNICATIONS CENTER  
312 SW First  
Kelso, Washington 98626  
Attention: Director

Either the County 911 or City giving the other notice of such change as provided in this Section 12 may change the name and address to which notices shall be directed.

**SECTION 15 - 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 16 - RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.



**SECTION 17 - ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

**SECTION 18 - AMENDMENT.** The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the Longview City Manager, subject to approval of the Longview City Council as required by law, and the Cowlitz County Commissioners or their designees.

**SECTION 19 – SEVERABILITY/CAPTIONS.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the County 911 agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

**SECTION 20 - SERVICES.** City IT shall provide the following services, summarized below, but more specifically detailed in Appendix 1 attached hereto and incorporated herein by this reference. The costs for these services are described in the allocation methodology detailed in Appendix 2 attached hereto and incorporated herein by this reference.

- 20.1 Administration - This function provides leadership, managerial, business, and administrative support to the County Directors as required.
- 20.2 Maintenance Agreements - This service includes contracted agreements for maintenance on network and server hardware and related applications.
- 20.3 Data Circuits - This service provides for support of circuits for Internet and network data.
- 20.4 Department Overhead - This function includes identified portions of City IT office supplies, facilities costs, and copier costs used in support of this Agreement.
- 20.5 Software Licensing - This service provides for software application and database licenses, including operating systems and required system utilities, maintained at version levels supported by system vendors and compatible with County applications.
- 20.6 Help Desk - Help Desk services include telephone-based IT and telecommunications support for County users with tracking and dispatch capability to City IT staff.
- 20.7 Operations - This function provides for the data center operations of the County 911 Center facility that contains the County servers for the 911 Center and Law Enforcement Records.
- 20.8 Applications and Database. This Agreement provides for the City to provide on-going support and maintenance for specified County applications. If the County requires additional peak-load or project-specific application support, a request should be made to City IT in writing or via email. City IT will respond with an estimated number of hours required to perform the work and, if approved by the County, the arrangement will be documented in an appropriate manner which may include email.



- 20.9 Network Administration - This service provides for the construction, maintenance, and support of the computer network infrastructure equipment, wiring, and operation maintained at levels supported by vendors and compatible with current standards.
- 20.10 Systems Administration - This service provides for the system administration of all minicomputer, mainframe systems, and network applications.
- 20.11 Server Replacements. The City will request approval in writing or via email for all expenditures for server replacement that result in a cost to the County.
- 20.12 Desktop. This service provides for desktop support services for the 911 Communications Center, only.

**SECTION 21 - DELIVERABLES AND PERFORMANCE CRITERIA.** Deliverables and Minimum Accepted Services Levels (MASLs) are detailed in Appendix 1.

If the deliverables are not achieved or the County 911 believes it is not receiving acceptable service, the County will provide written notice to the City of its concerns. County 911 and City staff will meet within a reasonable period of time of such notice to develop mutually acceptable solutions to these concerns. If a mutually acceptable solution can not be reached, Parties agree to follow the dispute resolution procedures set forth in Section 6.

**SECTION 22 - MANAGEMENT COMMITTEE.** The Management Committee, comprised of the Longview City Manager or his designee and the Applicable Cowlitz County Commissioner or his/her designees, shall meet quarterly (or as otherwise mutually agreed) to review the effectiveness and value of the Services provided to the County 911 by City. At least once annually, the Management Committee shall meet to discuss plans for changes in services or levels of service for the next year. The Management Committee may adjust the cost allocation and County 911 charges commensurate with changes in service, levels of service or other factors agreed upon by the Management Committee.



## SECTION 23 - FINANCIAL TERMS AND PAYMENT PROCESS

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

<b>Function</b>
<u>23.1 Administration</u>
<u>23.2 Maintenance Agreements</u>
<u>23.3 Data Circuits</u>
<u>23.4 Department Overhead</u>
<u>23.5 Software Licenses</u>
<u>23.6 Help Desk</u>
<u>23.7 Operations</u>
<u>23.8 Applications and Database</u>
<u>23.9 Network Administration</u>
<u>23.10 Systems Administration</u>
<u>23.11 Desktop Support</u>

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

- 23.2 Remuneration. The County will reimburse the City on a quarterly basis according to the methodology outlined herein and in Appendix 2. These costs may be changed upon mutual consent of the Parties pursuant to Sections 19, 22 and 23.
- 23.3 Special Projects. Costs for Special Projects that expand the scope of existing services included in the cost allocation in Appendix 2 will be charged to the County 911 based on actual costs. City shall provide invoicing for Special Projects with documentation that references the Special Projects County 911's authorizing documentation. No invoice with respect to Other Services shall be paid unless such Special Projects were authorized in advance, in writing, by the County Director(s) or designee(s). The total payments by the County to City with respect to any Special Projects shall not exceed the amount specified in the written authorization by the County Director(s) or designee(s).
- 23.4 Reporting and Payment. The City shall invoice the County for services and send MASL reports to the County 911 on a quarterly basis for services provided in the prior quarter. The invoice is due and payable to the City of Longview Finance Office within thirty (30) days of receipt of the invoice.
- 23.5 Reconciliation. Annually, the City will provide the County 911 with a written reconciliation between budgeted costs and actual costs for services. Cost allocations may be updated and remuneration adjusted based upon the mutual agreement of the Parties for material changes including, but not limited to, changes from cost forecasts. In the event that the Parties are unable to agree on cost adjustments, they shall utilize the dispute resolution process as identified in Section 6.

**SECTION 24 - REQUEST FOR SERVICES OUTSIDE THIS AGREEMENT.** The County may desire to have the City perform additional services, not covered under this Agreement. In such case, the County may solicit a response and cost proposal from the City for the performance of specified services. If the services provided or risks involved are deemed significantly different than those under the



current Agreement, a separate memorandum of understanding may be jointly developed by the County and City to identify the terms and conditions for these additional services, including terms for termination. The County may accept or reject the City's proposal for services.

## **SECTION 25 – PERSONNEL.**

- 25.1 Assigned staff. City shall designate the personnel to provide services to the County 911. County 911 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 County 911.
- 25.2 If the County 911 believes that the performance or conduct of any person employed or retained by the City to perform City's obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the County's 911 Communications Center Director or the Law Enforcement Records Director shall notify the City's Information Technology Director. The City's Information Technology Director will establish a plan to resolve the issue with a deadline to be mutually agreed upon with the County's Directors.
- 25.3 Access to County facilities. County, in its sole discretion, may approve any City employees requiring access to the County facility. Should County refuse access to any approved City employee attempting to act in accordance with this Agreement, the City shall not be held in breach of MASL's for services affected.
- 25.4 Staff substitution. In the event that County 911 notifies City that it wishes City to replace a member of the personnel providing services to County 911, County 911 and City shall meet to attempt to resolve County 911's concerns. If County 911 and City are not able to resolve County 911's concerns within ten (10) days after County 911's notice to City (or such later date agreed upon by County 911 and City), City shall make a commercially reasonable effort to honor County 911's requests to replace the staff member.
- 25.5 Background checks. City shall conduct on all personnel (hired after date of this Agreement being signed by both Parties) providing services to the County 911 a background investigation, including, but not limited to criminal records check (misdemeanors and felonies). Limited background checks will be performed on current employees that have access to County Law Enforcement Records and Communications Center data.
- 25.6 Staff Direction. In situations where direction is received by City or County 911 staff where such direction may contradict City or County 911 adopted plans, policies or guidelines, or the terms and conditions of this Agreement, or where such direction may result in potential risk to City/County infrastructure, staff will delay implementing such direction unless immediate action is required to ensure business continuity. Staff will then notify the City's Information Technology Director and the County Directors. City and County 911 management will consult to resolve the contradictory direction. The Parties will provide one another and their respective staff members with copies of their respective plans, policies and guidelines and of this Agreement. Neither Party is obligated to delay action based on a plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. City's Information Technology Director and the County's Directors will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the Parties are not able to resolve the conflict, the provisions of Section 6 (Dispute Resolution) shall apply.



## **SECTION 26 – DISASTER PREPAREDNESS & RECOVERY.**

City IT will maintain data and system back-ups and work in a best effort manner to provide and restore services for County 911 data systems in the event of a disaster. The City currently does not provide “hot back-up sites” for any supported systems.

For the purposes of this Agreement, the scope of the City disaster recovery efforts is limited to the computing support given by City IT. The County 911 should develop their own plan to deal with manual operations within their own office should computer and/or network services be disrupted.

**SECTION 27 - COUNTY RESPONSIBILITIES.** To meet its obligations under this Agreement, the County 911 will:

- 27.1 Work cooperatively with the appropriate City IT management staff to define and set priorities for County 911 technology projects to be accomplished.
- 27.2 Compensate the City for services provided within this Agreement.
- 27.3 Provide or fund upgrades, replacement or additional equipment authorized within the scope of this Agreement and if possible, as recommended by the City IT as necessary to keep a current infrastructure.
- 27.4 Adhere to jointly established County 911 and City networking standards relative to materials, products, and installation procedures, so as to ensure the continued end-to-end compatibility of the County/City network as it relates to Law Enforcement Records and Communications Center, and the ability to expand and change the network.

**SECTION 28 - DOCUMENTATION.** The City will maintain documentation in an electronic format accessible by the County 911 that contains up-to-date documentation regarding all policies, procedures, activities, schedules, and processes related to the services provided under this Agreement.

## **SECTION 29 – TECHNOLOGY PLANNING.**

- 29.1 Information Technology planning. The County 911 and City both engage in technology planning that includes establishing an IT direction, and determining technology initiatives and investments in accordance with County 911 and City strategic business goals.

In support of these objectives, the following principles are agreed:

- The County 911 and City will continue to produce separate IT plans which may include planning for services covered by this Agreement.
- Because planning may involve changes in future services and service levels, involvement of each organization in the other’s planning process will be encouraged. Input from each organization in the other’s plan will be solicited.



IN WITNESS WHEREOF, the County and City 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 12th day of JUNE, 2014

CITY OF LONGVIEW, WASHINGTON  
a municipal corporation

Bob Gregory  
Bob Gregory, City Manager

BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

Mike Karnofski  
Mike Karnofski, Chairman

James R. Misner  
James R. Misner, Commissioner

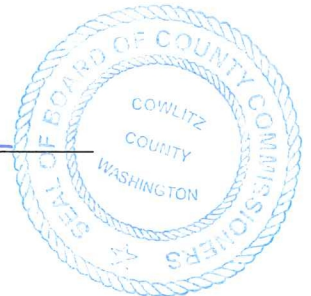
Dennis P. Weber  
Dennis P. Weber, Commissioner

Attest:

(for) Savane Coual  
Ann Davis, City Clerk

Attest:

Tiffany Ostreim  
Tiffany Ostreim, Clerk of the Board



Approved as to form:

Jim McNamara  
Jim McNamara, City Attorney

Approved as to form:

Approved via Agenda Quick  
Dana Gigler, Civil Deputy 6-25-14



## APPENDIX 1 – SERVICES

This section of the Agreement details:

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

<b>Service Title</b>	<b>21.1 ADMINISTRATION</b>
----------------------	----------------------------

<b>Service Description</b>	This service provides leadership, managerial, business, and administrative support.
----------------------------	---

<b>Detail of Services Provided:</b>
<ul style="list-style-type: none"><li>- Communicate with County management for 911 Communications Center and Law Enforcement Records</li><li>- Oversee disaster preparedness and recovery efforts for services within this Agreement</li></ul>

### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
<b>Communication</b> Meet with County to discuss effectiveness of services	Meeting	Quarterly, unless otherwise mutually agreed upon
<b>Invoicing</b> City invoicing for services delivered to the County	Invoice Delivery	Invoice received quarterly for services provided

### COST FOR SERVICE

The administrative function provides services to all information services. As a result, a pro rata share of administrative costs (overhead) will be charged for support costs.

### REPORTING

Report Category	Frequency	Description
<b>Invoice</b>	Quarterly	Billing to the County for services rendered



<b>Service Title</b>	<b>21.2 MAINTENANCE AGREEMENTS</b>
----------------------	------------------------------------

<b>Service Description</b>	This service provides contracted maintenance agreements with vendors on software, server and other technology components.
----------------------------	---

<b>Detail of Services Provided:</b>
<ul style="list-style-type: none"> <li>- <i>To be outlined</i></li> <li>- <i>May not be provided at this time</i></li> <li>- <i>If the City IT is not responsible for payment of maintenance contracts, it will be necessary for the County to provide copies of all maintenance agreements to resolve support issues.</i></li> </ul>

**MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)**

<b>Category</b>	<b>Criteria</b>
<b>Payment</b> Timely payment to vendors for maintenance agreements	Vendor invoices

**COST FOR SERVICE**

Maintenance agreement costs are allocated based on the equipment or application they benefit. Costs for equipment or software with a single beneficiary are allocated directly.

**REPORTING**

<b>Report Category</b>	<b>Frequency</b>	<b>Description</b>
<b>Maintenance agreements</b>	Quarterly	Detailed list of maintenance agreements, cost and cost allocation for each.



<b>Service Title</b>	<b>21.3 DATA CIRCUITS</b>
----------------------	---------------------------

<b>Service Description</b>	This service provides data circuits and vendor management associated with data circuits.
----------------------------	--

<b>Detail of Services Provided:</b>	
<ul style="list-style-type: none"> <li>- Negotiation and payment for data circuits (if required).</li> <li>- Provide consulting to other County agencies in implementation and maintenance of data circuits necessary for connectivity to the County systems.</li> <li>- Management of bandwidth on data circuits and notification if bandwidth bottlenecks occur.</li> </ul>	

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

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

#### COST FOR SERVICE

Circuit costs are allocated to the agency or department that uses the circuit. Costs for circuits used exclusively by one agency or department are allocated as a direct cost to the recipient agency.

#### REPORTING

Report Category	Frequency	Description
<b>Data Circuits</b>	Quarterly or as needed (bandwidth utilization)	Bandwidth utilization charts



<b>Service Title</b>	<b>21.4 DEPARTMENT OVERHEAD</b>
----------------------	---------------------------------

<b>Service Description</b>	This service provides for administrative overhead costs that include office supplies, facilities costs, and copier costs.
----------------------------	---

<b>Detail of Services Provided:</b>
- Support for County IT functions

**MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)**  
NONE.

**COST FOR SERVICE**  
The Department Overhead function provides services to the County, and will be a direct cost-reimbursement for costs incurred for staff support of County functions.

**REPORTING**  
Reporting for this service is included in ADMINISTRATION.



<b>Service Title</b>	<b>21.5 SOFTWARE LICENSES</b>
----------------------	-------------------------------

<b>Service Description</b>	This service provides software licenses in circumstances where software licensing for a particular application, system, or database platform is necessary for the County.
----------------------------	---

<b>Detail of Services Provided:</b>	
<ul style="list-style-type: none"> <li>- Negotiation and payment of County software licenses</li> <li>- <i>This service may not be provided at this time</i></li> <li>- <i>If the City does not perform Software License services, then the County must provide a copy of all Software License agreements for support levels.</i></li> </ul>	

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

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

#### COST FOR SERVICE

Software licensing costs are for exclusive uses the license(s). Costs for software licensing used exclusively by one agency or department are allocated as a direct cost to the recipient agency.

#### REPORTING

Report Category	Frequency	Description
Software license agreements	Quarterly	Detailed list of software license agreements and



<b>Service Title</b>	<b>21.6 HELP DESK (TELEPHONE AND INTERNET)</b>
----------------------	--

<b>Service Description</b>	This service provides for telephone-based and Internet IT support for County users with tracking and dispatch capability to City IT support staff.
----------------------------	--

<b>Detail of Services Provided:</b>
<ul style="list-style-type: none"> <li>- A single point-of-contact for all IT questions, requests and problems.</li> <li>- Troubleshooting of calls that do not require service dispatch. Timely escalation of calls that require in-depth technical assistance and service dispatch.</li> <li>- Qualified staff that is trained to support the County's technology-related systems and products.</li> <li>- Access to a browser-based help desk system from which County IT staff can add and resolve trouble calls, track customer information and run ad-hoc performance and utilization reports.</li> <li>- Non-urgent requests handled through City Customer Resource Management (CRM), business hours and non-business hours. Available 24/7. Non-urgent requests routed through appropriate Director for prioritization and first-call resolution.</li> <li>- Urgent requests handled through telephone contact, available 24/7.</li> </ul>

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Category	Criteria	MASL
<b>Availability</b> Standard operating hours for taking service requests.	All calls	7AM – 5 PM, Monday – Friday, excluding holidays
On-Call	All Calls	All off-hours including holidays
<b>Help Desk Resolution Time</b> Total time elapsed to resolve trouble reports that do not require service dispatch and can be completed by Help Desk personnel	All calls	Service response with 80% resolved within 4 hours, 85% resolved within 8 hours and 90% resolved within 24 hours.
<b>Call closure rate</b>	All incoming PC related calls	55% closure rate for all incoming calls. Closure is based upon problems being resolved by Help Desk without need to dispatch.
<b>Service Response Evaluation</b>	All service requests	As requested.

#### COST FOR SERVICE

Costs allocated to the County will be based on the FTE support required for calls.



## REPORTING

Report Category	Frequency	Description
Total Help Desk Calls	Quarterly	Total number of Help Desk calls by: <ul style="list-style-type: none"><li>- Problem area</li><li>- Application/product</li><li>- Staff resolving call</li></ul>
Percentage of Help Desk Calls	Quarterly	Percentage of Help Desk calls resolved by: <ul style="list-style-type: none"><li>- Staff</li><li>- Priority and time</li></ul>



<b>Service Title</b>	<b>21.7 OPERATIONS</b>
----------------------	------------------------

<b>Service Description</b>	This service provides for the operation of County data center facilities dedicated to 911 and Law Enforcement Records.
----------------------------	--

<b>Detail of Services Provided:</b>	
<ul style="list-style-type: none"> <li>- Run nightly batch jobs, perform scheduled backups, and provide after hours support and troubleshooting.</li> <li>- Recommend a secure data center environment that includes, but is not limited to, electrical and HVAC system redundancy and emergency power generation.</li> <li>- In the event of a major service disruption or disaster, recover the County's data and data center services.</li> <li>- Provide procedures necessary to meet county processing and data backup requirements, and provide secure, off-site storage for designated tapes. Backup and archive disk data according to defined archival and data retention schedules in such a way to ensure that: a) archived data is retained according to application specific requirements; b) archived data can be restored from archive files in accordance with Minimum Acceptable Service Levels for file restoration; and c) archived data is available for use in disaster recovery operations.</li> <li>- Provide procedures to meet technical audit requirements.</li> <li>- Provide support and coordination for technical audits.</li> </ul> <p>Specific work defined for the Spillman system:</p> <ul style="list-style-type: none"> <li>- Create new masks for agencies</li> <li>- Create/add to look-up tables</li> <li>- ODBC non-transfer of data</li> <li>- Report requests for Spillman data</li> <li>- Coordinate/provide training for Spillman system</li> </ul>	

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

Report Category	Frequency	Description
<b>System Availability</b>	Quarterly	Detailed report for each system that was unavailable during the month (excluding planned outages), including: <ul style="list-style-type: none"> <li>- Number of hours system unavailable</li> </ul>
<b>Backup completion</b>	Quarterly	Detailed report for each system backup that was failed during the month, including: <ul style="list-style-type: none"> <li>- Number of failures for that system during reporting period</li> </ul>



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

### **COST FOR SERVICE**

Costs allocated to the County will be based on the FTE support required for calls.

### **REPORTING**

Report Category	Frequency	Description
<b>System Availability</b>	Quarterly	Detailed report for each system that was unavailable during the month (excluding planned outages), including: <ul style="list-style-type: none"> <li>- Number of hours system unavailable</li> </ul>
<b>Backup completion</b>	Quarterly	Detailed report for each system backup that was failed during the month, including: <ul style="list-style-type: none"> <li>- Number of failures for that system during the month</li> </ul>



<b>Service Title</b>	<b>21.8 APPLICATION AND DBA SUPPORT</b>
----------------------	---

<b>Service Description</b>	This service provides application programming and support, and database administration services. These services apply to, but are not limited to Spillman and its associated modules, Computer Aided Dispatch (CAD)
----------------------------	---

**Detail of Services Provided:**

For County applications and systems fully or partially supported by City IT staff:

- Provide software system development and maintenance, including, but not limited to, maintaining and correcting existing software systems, programming system enhancements, and installing upgrades to third-party applications.
- Ensure that County-specific customization and integration with other systems is maintained from release to release, as mutually agreed upon by the County and City.
- Provide and coordinate identification and resolution of application problems (i.e., system malfunctions, performance problems, or data corruption).
- Provide a tape inventory to meet County processing and data backup requirements, and provide secure, off-site storage for designated tapes. Backup and archive disk data according to defined archival and data retention schedules in such a way to ensure that: a) archived data is retained according to application specific requirements; b) archived data can be restored from archive files in accordance with Minimum Acceptable Service Levels for file restoration; and c) archived data is available for use in disaster recovery operations.
- Ensure that programming changes are approved and prioritized as a means of scheduling work effectively.
- Perform primary and backup database administration, including database tuning, backup, recovery, and reorganization procedures for specified County Oracle databases to ensure quality, performance, reliability, functionality, and security are maintained. (Current Oracle database applications include CAD).
- Produce ad-hoc reports as requested.
- Provide ad-hoc report capability to users through enhancement of existing processes.
- Provide and maintain test/training environments to ensure that system modifications are thoroughly tested prior to implementation.
- Maintain an inventory and configuration information of applications and databases.
- Maintain and update technical internal documentation and user documentation for City-developed applications and interfaces.
-



**MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)**

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

**COST FOR SERVICE**

Costs allocated to the County will be based on the FTE support required for calls.

**REPORTING**

Report Category	Frequency	Description
<b>Application trouble calls</b>	Quarterly	Percentage of application-related calls resolved by: - Priority and time
<b>Application-related projects</b>	Quarterly	Project list detailing: - Start date - Budgetary estimate - Completion date - Actual cost



<b>Service Title</b>	<b>21.9 NETWORK ADMINISTRATION</b>
----------------------	------------------------------------

<b>Service Description</b>	This service provides for the construction, maintenance, support, and operation of the computer network, as it relates to 911 Communications Center and Law Enforcement Records (Spillman).
----------------------------	---

<b>Detail of Services Provided:</b>	
<ul style="list-style-type: none"> <li>- Ensure appropriate system security measures exist at all points of entry into the County's network. Jointly with the County, develop, document and maintain security policies and procedures for network systems, as it relates to 911 Communications Center and Law Enforcement Records (Spillman). Monitor security policy compliance on an on-going basis. Provide management reports on all detected security violations and audits.</li> <li>- Maintain an asset inventory database of all physical components of the network hardware and system software supporting the County's computing environment. Document the County's configuration. Maintain hardware diagrams to reflect currently installed hardware. Document the County's network software configurations, including current version, release and maintenance.</li> <li>- Provide necessary accesses to the County network as approved by the appropriate Director.</li> <li>- Provide sufficient connectivity and a secure firewall to prevent unauthorized access to County resources via the connection.</li> </ul>	

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

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

#### COST FOR SERVICE

Costs allocated to the County will be based on the FTE support required for calls.

#### REPORTING

Report Category	Frequency	Description
<b>Network trouble calls</b>	Quarterly	Percentage of network-related calls resolved by: <ul style="list-style-type: none"> <li>- Priority and time</li> </ul>
<b>Network-related projects</b>	Quarterly	Project list detailing: <ul style="list-style-type: none"> <li>- Start date</li> <li>- Budgetary estimate</li> <li>- Completion date</li> <li>- Actual cost</li> </ul>



<b>Service Title</b>	<b>21.10 SYSTEM ADMINISTRATION</b>
----------------------	------------------------------------

<b>Service Description</b>	This service provides for the administration of County servers and network applications, as it relates to 911 Communications Center and Law Enforcement Records (Spillman).
----------------------------	---

<b>Detail of Services Provided:</b>	
<ul style="list-style-type: none"> <li>- Provide all system administration functions for OpenVMS, MS Windows/SQL and AIX systems. This includes monitoring system messages and responding accordingly; recycling/rebooting systems and devices as required; scheduling and running the County's batch jobs as needed; and performing system administration.</li> <li>- Perform proactive maintenance activities on all hardware (County servers), in accordance with manufacturers' specified maintenance schedules. Perform proactive problem determination, and respond to and resolve/repair problems with computer hardware prior to impact on County processing operations.</li> </ul>	

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

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

#### COST FOR SERVICE

Costs allocated to the County will be based on the FTE support required for calls

#### REPORTING

Report Category	Frequency	Description
<b>Server trouble calls</b>	Quarterly	Percentage of server-related calls resolved by: <ul style="list-style-type: none"> <li>- Priority and time</li> </ul>
<b>Server-related projects</b>	Quarterly	Project list detailing: <ul style="list-style-type: none"> <li>- Start date</li> <li>- Budgetary estimate</li> <li>- Completion date</li> <li>- Actual cost</li> </ul>



<b>Service Title</b>	<b>21.11 DISPATCH DESKTOP SUPPORT</b>
----------------------	---------------------------------------

<b>Service Description</b>	This service provides for support of the dispatch computer desktops in the 911 Communications Center (all other desktops are supported by the County staff).
----------------------------	--

<b>Detail of Services Provided:</b>
<ul style="list-style-type: none"> <li>- Ensure appropriate system security measures exist at desktops.</li> <li>- Maintain an asset inventory database of all physical components of the dispatch desktop hardware and software supporting the County's dispatch computing environment. Document the County's dispatch configuration. Document the County's dispatch desktop software configurations, including current version, release and maintenance.</li> <li>- Perform proactive maintenance activities in accordance with manufacturers' specified maintenance schedules. Perform proactive problem determination, and respond to and resolve/repair problems with computer hardware prior to impact on County dispatch processing operations.</li> </ul>

#### MINIMUM ACCEPTABLE SERVICE LEVELS (MASLs)

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

#### COST FOR SERVICE

Costs allocated to the County will be based on the FTE support required for calls

#### REPORTING

Report Category	Frequency	Description
<b>Dispatch desktop trouble calls</b>	Quarterly	Percentage of dispatch desktop-related calls resolved by: - Priority and time
<b>Dispatch desktop-related projects</b>	Quarterly	Project list detailing: - Start date - Budgetary estimate - Completion date - Actual cost



## APPENDIX 2 – COST BREAKDOWN – AS OF JULY 1, 2014

	<b>COST BREAKDOWN</b>
--	-----------------------

Service	Cost
Analyst (1.00 FTE)	\$91,000 (Dedicated to County 911)
Analyst (.50 FTE)	\$45,500 (Dedicated to Records)
Switch Logging (CJIS Requirements) – per PPA	Figures will be calculated and available prior to July 1, 2014.

<b>Detail of Services Costs:</b>
<ul style="list-style-type: none"> <li>- Support assumption is 1.00 FTE and .5 FTE</li> <li>- All project work involving other City staff will be billed at the rates outlined below</li> <li>- County will be required to obtain and pay for Obsidian backup support for network devices that support the 911 Communications Center and Law Enforcement Records.</li> <li>- County will provide funds for any training/seminars/etc. (including travel) required</li> </ul>

### LONGVIEW CONTRACTED STAFF CHARGES

Category	Hourly Rate	Comments
Director	\$60.00	
Analyst	\$47.00	
Specialist	\$40.00	

### OTHER CHARGES

Category	Rate	Comments
Supplies	As billed	
Cell Phone	As billed	If required for 24/7
Computer	n/c	
Office Space	n/c	Included in overhead
Administrative and Overhead	Billed at 15% of costs	



COPY

---

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COWLITZ COUNTY UNDER WHICH THE CITY OF LONGVIEW WILL PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE COUNTY.

---

WHEREAS, Cowlitz County has requested the City of Longview's (City) assistance in connection with information technology systems; and

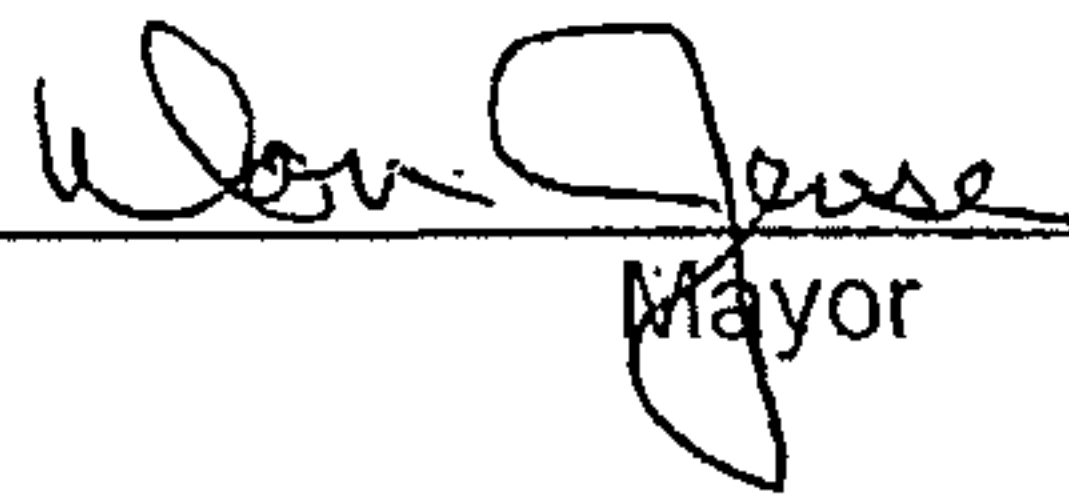
WHEREAS, Longview maintains an Information Technology Department and employs highly trained and skilled technicians,; and

WHEREAS, the City is capable of fulfilling Cowlitz County's' request by providing skilled and experienced staff in the area of electronic data technical services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

1. Section 1. The City Manager is authorized to execute the agreement with Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 12<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk