


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: Frank Gifford, Central Services Director 
DATE: March 3, 2014
RE: Regional Services Agreement – Jefferson County Public Utility District No. 1

STATEMENT OF ISSUE:

Jefferson County entered into a Regional Services Agreement with Jefferson County Public Utility District No. 1 in 2012 to provide computer, network and internet support through December 2014. There has been a need for contract modifications since ratifying the contract partially due to JPUD's desire to move toward providing IT services independently. The necessary modifications have been negotiated successfully between the County and Jefferson County PUD No.1 and are reflected in the proposed Regional Services Agreement.

ANALYSIS:

Entering into the Agreement will allow the County to continue providing Jefferson County PUD No. 1 with uninterrupted service through March 2014 or longer if needed/modified.

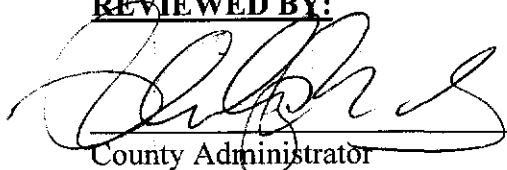
FISCAL IMPACT:

Jefferson County PUD No. 1 is scheduled to pay Jefferson County \$20,000 on a quarterly basis for services received in 2014. This will not have a material impact on the Information Services 2014 budget as the potential loss of revenue will be offset by unexpended funds for an unfilled position.

RECOMMENDATION:

Approve and sign the Regional Services Agreement with Jefferson County Public Utility District No. 1.

REVIEWED BY:


County Administrator

2/26/14
Date

**REGIONAL SERVICES AGREEMENT
FOR COMPUTER, NETWORK AND INTERNET SUPPORT**

By and between

Jefferson County

And

Jefferson County Public Utility District

THIS AGREEMENT is entered into by and between the Jefferson County Public Utility District No. 1, a municipal corporation of the State of Washington (hereinafter referred to as "JPUD"), and Jefferson County, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as "the County"), for certain Regional Services as described.

RECITALS

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage; and,

WHEREAS, JPUD and the County agree that providing certain computer services on a regional, but temporary basis will provide more efficient, effective, and less costly transition to a JPUD operated network for all Jefferson County citizens; and,

WHEREAS, it is the goal of JPUD and the County to serve their citizens by providing such regional type services on an equitable cost basis; and,

WHEREAS, the County has the technical and professional expertise to provide services described in this AGREEMENT.

NOW, THEREFORE, in Consideration of the Mutual Covenants Contained Herein, and pursuant to provisions of Chapter 39.34 RCW, the parties agree as follows:

AGREEMENT

1. **PURPOSE:** It is the purpose of this AGREEMENT to provide JPUD with Computer, Network, and Internet Support by contracting for said services from the County, and to set forth the powers, rights, and responsibilities of the parties to this AGREEMENT. This Agreement includes the following exhibits attached hereto and incorporated by reference:
 - Support Services Procedure; - Exhibit A
 - Public Records Act Terms and Conditions; - Exhibit B
2. **TERM:** This AGREEMENT shall become effective upon execution by both parties or November 20, 2012, whichever date is later, and shall remain in effect through the end of March 30, 2014, unless it is modified, extended, or terminated in accordance with the terms herein.
3. **SUPERCEDES:** This AGREEMENT supersedes all previous agreements or amendments, whether verbal or written and includes all terms and conditions agreed to by the parties.
4. **SCOPE OF TECHNOLOGY SERVICES:** The County will provide to JPUD the technology services as listed below and further defined in the Support Services Procedures - Exhibit A, and the Public Records Act Terms and Conditions – Exhibit B. The technology services shall be provided through this AGREEMENT, to the extent made possible by JPUD funding of this AGREEMENT:
 - 4.1 **Server Administration**
 - 4.1.1 Manage "user" accounts.
 - 4.1.2 Manage "access rights".
 - 4.1.3 Maintain hardware.
 - 4.1.4 Data file backup.
 - 4.1.5 Data file recovery and restoration.
 - 4.1.6 Limited support for Springbrook financial and utility billing system.
Limited to providing JPUD vendor and JPUD administrative staff limited access and support for system patching and upgrades by vendor for JPUD. Database Administration responsibilities will be performed by JPUD and/or the Springbrook vendor.
 - 4.2 **Infrastructure**
 - 4.2.1 Network cabling management
 - 4.2.2 Wireless Access Points (WAPs) configurations
 - 4.3 **Network Administration**
 - 4.3.1 Maintain router and switch configurations.
 - 4.3.2 Support end station and server connections.
 - 4.3.3 Maintain dynamic host configuration protocol (DNS/DHCP) database.

4.4 Antivirus Support

- 4.4.1 Provide antivirus software for email/firewall server and PCs.
- 4.4.2 Provide anti-spam and associated filters (e.g. via Barracuda) for mailboxes.

4.5 Email

- 4.5.1 Maintain JPUD email/firewall server in County computer room.
- 4.5.2 Provide configuration management.
- 4.5.3 Provide hardware maintenance for server.
- 4.5.4 Provide email archiving (e.g. via Barracuda Archiver).

4.6 Professional Computers (PCs)

- 4.6.1 Provide installation and configuration for new JPUD-purchased PCs meeting minimum specifications provided by the County.
- 4.6.2 Troubleshooting for equipment failures on Dell products; on a limited basis for JPUD's legacy custom PCs other than those JPUD PC's which satisfy the County's Dell hardware standard.
- 4.6.3 Proxy Host for remote access to workstations (requires fiber/wireless/CAT5 path on the County network)
- 4.6.4 Perform periodic preventative maintenance on all workstations.

4.7 Software Support

- 4.7.1 Emergency assistance for JPUD Financial and Utility Billing software. Since the County staff is not expected to be application software specialists, this support may be very limited. JPUD is responsible for contacting Springbrook to initiate and schedule any work that would require the County's assistance. It shall be within the sole discretion of the County to determine what training County IS staff receives on this utility billing software and what level of assistance the County IS staff will be able to provide with respect to the Springbrook software.
- 4.7.2 Coordination with vendors for "Springbrook" and "Ricoh RMS" software.
- 4.7.3 Requires prior notice and planning for software and hardware upgrades – minimum five business days notice prior to scheduling routine maintenance outages between JPUD and the County.

4.8 Administrative Support

- 4.8.1 Limited ordering of JPUD hardware; the County will not purchase items for JPUD, using County funds; JPUD will either purchase hardware directly from Value Added Reseller (VAR) or (with prior written consent by JPUD management) be invoiced directly by the County's VAR for hardware that is ordered by the County on behalf of JPUD. All hardware and associated software licensing must meet County specifications. Invoices for hardware purchased by JPUD shall be paid within 30 days of JPUD's receipt of same.
- 4.8.2 Limited ordering of JPUD software; the County will not purchase items for JPUD, using County funds; JPUD will either purchase software

directly from Value Added Reseller (VAR) or (with prior written consent by JPUD management) be invoiced directly by the County's VAR for software that is ordered by the County in behalf of JPUD. JPUD is responsible for all software licenses. Invoices for software purchased by JPUD shall be paid within 30 days of JPUD's receipt of same.

4.8.3 Technology tactical and strategic consulting as needed, scheduled at least five business days in advance.

4.8.4 Project coordination and management on a per case basis is limited to the County's current budgeted capital projects, approved in the yearly plan. Work requests for projects outside of the County current budgeted capital projects will be billed via work order. A "Technology Project" is defined as: An individual or collaborative enterprise plan or proposal, frequently involving research, design or resources to achieve an aim which-

4.8.4.1 Takes greater than 16 hours per project and/or

4.8.4.2 Costs greater than \$5,000 and/or

4.8.4.3 Requires a Consultant or Subject Matter Expert that is not a staff member of the Jefferson County - Information Services Division.

4.9 Migration Services (decoupling from County network)

4.9.1 Coordination with PUD and/or consultants for logistical planning and implementation.

4.9.2 Physical relocation of server boxes

4.9.3 Assist in re-connection at Four Corners Operations Center including testing to ensure network independence and operability.

4.9.4 Migration Services will be considered a special project and will be billed separately as a project.

4.10 Miscellaneous Services

4.10.1 The County will recommend procurement of solutions that substantially conforms to Jefferson County Enterprise Standards; if the solution requires additional learning JPUD will incur costs of training staff.

4.10.2 No software/hardware will be installed on County supported equipment without prior testing, provisioning and approval by the County Information Services staff.

4.10.3 Assist JPUD in setting standard Policies and Procedures as related to a fully funded Information Services Division supporting an Enterprise.

5. COUNTY PERFORMANCE: The County agrees as follows:

5.1 The County shall sufficiently staff, operate, and maintain contracted services for JPUD at a level commensurate with the existing level of service the IS Division provides to other County Departments, with all staff to be used as a shared resource among all County departments and JPUD.

- 5.2 Support shall be limited to maintaining computer hardware, servers, routers, and other systems associated with the computer workstation(s), and the network.
- 5.3 The County will furnish invoices for the purpose of billing per this AGREEMENT.
- 5.4 The County shall operate and maintain said services in accordance with all applicable Federal and State laws, regulations, and codes.
- 5.5 To have a single point of contact with respect to the operation and implementation of the terms and conditions of this Agreement, specifically Jefferson County Information Services.

Attention: Frank Gifford, Central Services Director
PO Box 1220 / Central Services
1820 Jefferson Street
Port Townsend, WA 98368
Phone: (360) 385-9130
Email: fgifford@co.jefferson.wa.us

6. **JPUD PERFORMANCE:** JPUD agrees as follows:

- 6.1 To contract with and reimburse the County for services in the amount of \$20,772.51 per Quarter for 2013 and \$20,000 per Quarter for budget year 2014 (\$6,666.67 per month). The County invoices for basic IS services on a quarterly basis. JPUD will reimburse the County as follows on or before the dates listed below:



- * The JPUD may make written request in advance for JCIS to provide monthly services in the amount listed above on a month by month basis beyond April 1, 2014. The request must be received in writing or by email and approved by the JCIS before services will be provided.
- 6.2 In addition to the sums listed in Section 6.1 for basic IS services. JPUD agrees to pay invoiced sums when JPUD incurs additional costs in accordance with the Support Services Procedures – Exhibit A and the JCIS Services Catalog – Exhibit C, both attached hereto and incorporated by reference. The County may invoice for these additional IS services on a monthly basis or less frequently, as needed. JPUD will reimburse the County for these additional IS Services within 45 days of the date of the invoice.

- 6.3 Throughout the life of this Agreement, JPUD will provide authorized County IS staff access at all times to all JPUD premises that contain technology equipment or infrastructure that the County is responsible under this Agreement to maintain or support.
- 6.4 Insurance. JPUD shall obtain and keep in force during the term of the Agreement, or as otherwise required, the following insurance with respect to all County property located on JPUD premises, regardless of location.

Commercial general liability and property damage insurance in an aggregate amount less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not be less than one million dollars (\$1,000,000).

The COUNTY will be named on the policy as an additional insured. The JPUD's policy will include an endorsement adding to the inventory of covered personal property the replacement value and a description of any and all personal property the County installs, constructs or places at any premise owned, leased or occupied by the JPUD. The JPUD's insurance required by this section shall be in all circumstances primary to any insurance available to the COUNTY. JPUD shall furnish the COUNTY with verification of insurance and endorsements required by the AGREEMENT. The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company or municipal risk pool authorized to do business in the State of Washington. JPUD shall submit to the COUNTY a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the COUNTY.

Failure to provide verification of insurance or maintain insurance as outlined above will constitute a consistent pattern of violation Section 9.3 if not cured within 14 days, which shall be submitted for cure or remedy pursuant to Section 8.3 prior to possible termination of the Agreement. This remedy is not exclusive; and the COUNTY may take such other action as is available to it under this AGREEMENT, or otherwise in law.

- 6.5 To have a point of contact with respect to the operation and implementation of the terms and conditions of this agreement, specifically Mike Samodurov, JPUD#1 IT Director and/or Bill Graham, Resource Manager and Public Records Officer.

Primary Contact

Attention: Mike Samodurov, JPUD#1 IT Director
PO Box 929
230 Chimacum Road
Port Hadlock-Irondale, WA 98339
Phone: (360) 385-8350
Email: msamodurov@jeffpud.org

Secondary Contact

Attention: Bill Graham, JPUD#1 Resource Manager
PO Box 929
230 Chimacum Road
Port Hadlock-Irondale, WA 98339
Phone: (360) 385-5800 ext. 307
Email: bgraham@jeffpud.org

7. **LIABILITIES:** Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party agrees to defend, indemnify, and to hold the other party and its employees, officials, or agents harmless from any claims directly arising out of or in connection with the performance of this Agreement resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee, official or agent of such party.

In the event of claims caused by or resulting from the concurrent negligence of the JPUD and the County, including their respective employees, officials or agents. JPUD's and the County's liability hereunder shall be only to the extent of the negligence of each as determined by the finder of fact. It is further specifically and expressly understood that the indemnification provided herein constitutes the JPUD's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and in accordance with RCW 4.24.115 - This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The obligations of the County and the rights and remedies of JPUD set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of JPUD against the County express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any warranty of merchantability, any implied warranty arising from course of performance, any warranty that would otherwise be created by Title 62A RCW, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, punitive, incidental or consequential damages.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its

control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

8. **DISPUTES BETWEEN THE PARTIES:** The following dispute resolution mechanisms shall govern this AGREEMENT.
- 8.1 Should a dispute arise between JPUD and the County, the parties agree to refer the dispute to the County Administrator and JPUD Manager for resolution. If after 30 days after being referred the dispute remains unresolved the parties may submit the dispute for resolution by non-binding mediation with a mediator selected by mutual agreement of the parties through the Peninsula Dispute Resolution Center or other source. The cost of mediation shall be shared equally between the parties. Should the parties be unable to negotiate a resolution and refuse to accept a mediated resolution to a dispute, then the parties agree that the proper venue for any legal action regarding this AGREEMENT shall be the Jefferson County Superior Court.
- 8.2 In the event a dispute over the terms of this AGREEMENT results in legal action that necessitates the procurement of legal services, then each party shall be responsible for the attorneys fees and costs it incurs for said legal action.
- 8.3 Neither party to this AGREEMENT can terminate this AGREEMENT pursuant to Section 9.3 below for an alleged "consistent pattern of violation, etc..." unless they first notify the respective County Administrator or JPUD Manager in writing of the facts which constitute an alleged "consistent pattern of violation" and provide the party to this AGREEMENT that is allegedly not in compliance with this AGREEMENT ten (10) business days to cure or remedy the alleged failure of performance.
9. **MODIFICATIONS, WITHDRAWAL, AND TERMINATION:** This AGREEMENT may be modified, withdrawn, or terminated as follows:
- 9.1 This AGREEMENT may only be modified or extended in duration by mutual written agreement duly executed by both parties.
- 9.2 The parties hereto may withdraw from this AGREEMENT only by legislative act by their representative governing body communicated to the other party in writing. Such withdrawal shall be effective no sooner than midnight of the ninetieth (90) day following notice of withdrawal.
- 9.3 Termination of this AGREEMENT may be imposed upon either party when either the County or JPUD determine that a consistent pattern of violation, abuse, or disregard of operational policies by the other party's personnel exists, and such finding is communicated to the other party in writing. No such

consistent pattern of violation, abuse or disregard may be considered to exist unless supported by not less than three distinct events or incidents occurring over not less than seven calendar days, or in the case of a failure to provide verification of insurance or maintain insurance as outlined in Section 6.4, if the failure remains uncured.

10. GENERAL TERMS: The following general terms shall govern this AGREEMENT.

10.1 This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

10.2 Nondiscrimination; Equal Employment Opportunity.

10.2.1 In the performance of this AGREEMENT, the parties and their employees and agents shall at all times comply with any and all Federal, State, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

10.2.2 Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, national origin, veteran or military status, sexual orientation, the presence of any sensory or physical disability, or marital status, and as required by law, the parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color, creed, religion, age, sex, national origin, veteran or military status, sexual orientation, the presence of any sensory or physical disability, or marital status.

10.2.3 Further, the parties and their employees and agents shall not at any time discriminate against any other persons or entity because of race color, creed, religion, age, sex, national origin, veteran or military status, sexual orientation, the presence of any sensory or physical disability, or marital status, nor shall the parties engage in or knowingly permit their agents and employees to engage in sexual harassment.

10.2.4 The parties shall keep and maintain any and all records that may be required by law in connection with compliance with this section.

10.3 Wage and Hour Laws. The parties shall at all times comply with all applicable provisions of the Fair labor Standards Act (FLSA) and any other Federal or State legislation affecting its employees, and the rules and regulations issued there under, insofar as applicable to its employees.

- 10.4 **Independent Entities.** The JPUD and the County agree that the JPUD and Jefferson County are independent entities with respect to their respective roles and duties pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the JPUD nor any employee of the JPUD, nor any subcontractor of the JPUD shall be entitled to any benefits accorded to County employees by virtue of their roles and duties completed under this Agreement. Neither the County nor any employee of the County, nor any subcontractor of the County shall be entitled to any benefits accorded to JPUD employees by virtue of their roles and duties completed under this Agreement. Neither the County nor JPUD shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State industrial insurance program, or otherwise assuming the duties of an employer with respect to the other, or any employee, representative or agent of the other, or any contractor of the other.
- 10.5 **Severability.** If any part of this regional service agreement is declared to be invalid or unlawful, the remainder of this Agreement shall remain in full force and effect.
- 10.6 **No waiver.** An act or omission by either Party to this Agreement constituting a waiver of any right owned by or obligation owed to the waiving party shall not be considered an ongoing or permanent waiver of the right owned by or the obligation owed to it such that one waiver of a right or obligation shall not bar that party from exercising that right or enforcing that obligation against the other party in the future.
- 10.7 **Assignment.** JPUD agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by JPUD without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, JPUD and the County agree that neither shall delegate any obligation which it has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.
11. **MUTUAL OBJECTIVES:** Each party agrees to aid and assist the other in accomplishing the objectives of this AGREEMENT.
12. **BINDER:** This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.
13. **ADMINISTRATORS:** For the purposes of this Regional Services Agreement the parties appoint the following person to administer this

Regional Services Agreement: Computer and Network Support

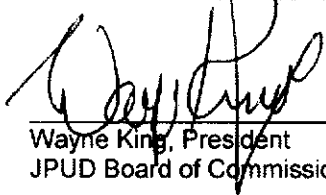
agreement on behalf of their employer:

Jefferson County: Frank Gifford, Central Services Director
JPUD: Mike Samodurov, JPUD#1 IT Director and
Bill Graham, Resource Manager

14. **PERSONAL PROPERTY.** Each party to this Agreement shall hold good and clear title to any personal property that they purchase or lease with their funds, said title authorizing the party holding such title to dispose of same in any lawful manner they deem fit without the consent or approval of the other party. The parties can agree separately in writing to an arrangement for a particular piece of personal property which creates title in a party that did not pay from its funds for the purchase or lease of the personal property item.

15: **SIGNATORIES: IN WITNESS WHEREOF, we here unto attach our signatures.**

**JEFFERSON COUNTY
PUBLIC UTILITY DISTRICT #1**



Wayne King, President
JPUD Board of Commissioners

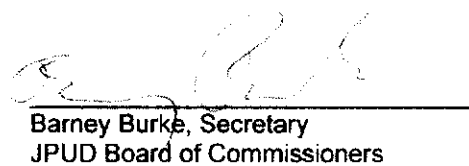
Date 2-4-14

JEFFERSON COUNTY

John Austin, Chair
Jefferson County Board of Commissioners

Date _____

ATTEST



Barney Burke, Secretary
JPUD Board of Commissioners

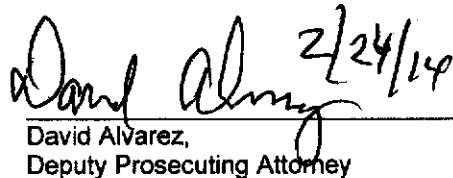
Date 2-4-14

ATTEST

Caroline Avery
Deputy Clerk of the Board

Date _____

APPROVED AS TO LEGAL FORM



David Alvarez,
Deputy Prosecuting Attorney

Date _____



1 PARTIES

Support Services Procedures identified as Exhibit A is presented by Jefferson County, Information Services Department hereinafter "the County", and is presented to the Jefferson County Public Utility District No.1, hereinafter "JPUD".

2 DEFINITIONS

Computer Services – Those services, such as workstations, servers, printers, software and peripherals, that end users must use or access to perform their job requirements; such as electronic mail and Microsoft Office.

Network Services – Those services, such as switches, routers, low-voltage cabling, Wireless Access Points, that connect users to the network and provide a communication path to the intranet, internet and extranet.

Internet Services – Those shared broadband services that connect users to the World Wide Web and provide business to business capabilities.

Technology Project – An individual or collaborative enterprise plan or proposal, frequently involving research, design or resources to achieve an aim which-

- Takes greater than 16 hours per project and/or
- Costs a sum greater than \$5000 and/or
- Requires a Consultant or Subject Matter Expert that is not a staff member of the Jefferson County – Information Services Department.

3 SCOPE OF AGREEMENT

The County will provide to JPUD, technology services as defined in the Regional Services Agreement: Computer, Network and Internet Support as approved by JPUD and Jefferson County, including Support Services Procedures – Exhibit A, and the Public Records Act Terms and Conditions – Exhibit B, , attached thereto and incorporated by reference.

4 GENERAL CONDITIONS

4.1 USE OF SOFTWARE

Software provided by the County, in support of JPUD technology support will be in accordance with the licensing policies of the software vendor.

JPUD and the County agree to comply with vendor software license agreements for support of JPUD operations.



The County and JPUD agree to promote software sharing and pooling where possible in order to obtain cost-effective software.

County employees shall only perform work on applications and/or systems that have software that has been legally procured by JPUD.

4.2 PROPRIETARY INFORMATION AND PUBLIC RECORDS ACT.

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County or JPUD networks shall be treated as proprietary regardless of ownership.

In the event of a Public Records Act request received by the County regarding JPUD information, then the terms as defined in Exhibit B, Public Records Act Terms and Conditions, hereinafter incorporated by reference, shall apply.

5 SERVICE PROVISIONING

With regards to the implementation of the terms and conditions of this Agreement, questions or concerns should be submitted, in writing, to:

Jefferson County Information Services
Attention: Frank Gifford, Central Services Director
PO Box 1220 / Central Services
1820 Jefferson Street
Port Townsend, WA 98368
Phone (360) 385-9130
fgifford@co.jefferson.wa.us

Help Desk requests, MAC- Moves, Adds & Changes, end-user support issues see section 8 – Jefferson County – Information Services Help Desk Coverage.

5.1 JPUD CONTACT

JPUD shall provide a contact for the County to address contractual, service, or other needs as they arise. Contact for JPUD shall be Mike Samodurov, JPUD#1 IT Director or Bill Graham, Resource Manager and Public Records Officer.



Primary Contact

Attention: Mike Samodurov, JPUD#1 IT Director
PO Box 929
230 Chimacum Road
Port Hadlock-Irondale, WA 98339
Phone: (360) 385-8350
Email: bgraham@jeffpud.org

Secondary Contact

Attention: Bill Graham, Resource Manager and Public Records Officer
PO Box 929
230 Chimacum Road
Port Hadlock-Irondale, WA 98339
Phone: (360) 385-5800 ext. 307
Email: bgraham@jeffpud.org

5.2 HOURS OF SUPPORT

The County will provide technical support from the Hours of 7:00 AM to 5:00PM Monday through Friday, excluding scheduled County holidays. An afterhour's emergency phone list shall be provided to JPUD so that expedient problem resolution may be realized. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the County per section 8 of this agreement.

5.3 AFTER HOURS AND WEEKEND SUPPORT

After hours and weekend support will be for scheduled repair only and will be billed in addition to the base contract at Jefferson County's overtime rate for IT staff. Example: Overtime pay for a technical engineer is 1.5 times their loaded rate plus \$0.50 differential with a minimum of two (2) hours base.

(example only \$30 per hour + \$15 + \$0.50 x 2 = rate: \$91 per incident if support request takes less than 2 hours to resolve).

5.4 PROJECTS

The County will assist JPUD with Technology Projects. All such projects shall have a scope document written by JPUD. The County will provide a good faith estimate of cost and assist JPUD in providing technology consulting during project implementation. JPUD shall approve all project plans before any work is conducted by County.

Project coordination and management on a per case basis is limited to the County's budgeted capital projects, approved in yearly plan. Work requests for projects outside of the County budgeted capital projects will be billed via work order.



6 SERVICE RATES

6.1 RATES FOR SERVICE

Rates for service offered by the County to JPUD in furtherance of this Regional Services Agreement will be on a time and materials basis. Labor rates may change from year to year and will be available to JPUD for review once the operating budget for the next fiscal year is approved by the County.

The County will provide a "best guess" estimate for budgetary purposes whenever the JPUD requests it.

6.2 JPUD EQUIPMENT COSTS

JPUD shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telecommunication lines and other supplemental equipment.

It is recommended that JPUD procure equipment that substantially conforms in capability to that operated by County to reduce costs associated with maintenance and training.

Equipment that is resident in County facilities shall be tagged with a JPUD provided inventory tag identifying that equipment as JPUD owned.

6.3 SERVICE DESK SUPPORT COSTS

JPUD is paying for its fair share of the costs to support the Jefferson County Information Services - Help Desk.

Costs incurred to support the helpdesk include, but are not limited to:

- Software maintenance fees for incident tracking, asset inventory, 24/7/365 monitoring and system(s) access solutions.
- Staff Hours for Service Desk Administration
- Maintenance and upgrade costs for helpdesk equipment
- Utilities and space for staff

7 NETWORK SERVICES

7.1 NETWORK SERVICES AVAILABILITY

The County will do its best to maintain network services and systems with the highest degree of availability possible. The County will achieve the greatest success if JPUD procures the necessary hardware and software recommended by the County.

If JPUD procures equipment and software recommended by the County, then availability should exceed 95% for 24 hours per day.



There are times where equipment must be removed for maintenance. The County will work with JPUD to schedule maintenance down time whenever possible.

Network outages caused by outside vendors, weather, or other reasons beyond the control of the County are unknown, and may influence network performance.

7.2 NETWORK SERVICES MAINTENANCE

JPUD and the County networks will be available as set forth in Section 7 with the following exceptions:

7.2.1 SCHEDULED MAINTENANCE

Jefferson County Information Services reserves the right to schedule preventative maintenance for all network services covered under this agreement. Jefferson County Information Services employees will work with JPUD to schedule preventative maintenance. Scheduled maintenance may result in loss of network services to JPUD for a period of time.

When possible, preventive maintenance will be scheduled a minimum two weeks in advance. JPUD must notify Jefferson County Information Services one week prior to the scheduled maintenance window, if JPUD requires the network or system(s) to be available during the pre-scheduled maintenance window.

7.2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that network services will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event of an upgrade, JPUD will be informed a month prior to the scheduled upgrade time. The County will make every reasonable attempt to schedule the upgrade to minimize impacts to JPUD. Example: Software upgrade may require a database conversion resulting in a 24-36 hour downtime over a weekend.

7.2.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with JPUD whenever possible.

8 NETWORK SERVICES SUPPORT COVERAGE

8.1 JEFFERSON COUNTY – INFORMATION SERVICES HELP DESK COVERAGE

The Jefferson County Information Services - Help Desk is staffed approximately 10 hours per day, five days a week. Support hours are from 7:00 AM - 5:00 PM.

The County shall provide a phone number to access Help Desk personnel. Help Desk personnel will answer or monitor this phone during Help Desk hours of operation. This phone



shall additionally have voice mail installed, so that messages of problems or issues can be left after hours.

The phone number is: (360) 385 – 9171

The Help Desk will log computer and network problems and dispatch problems to the responsible engineer. If the Help Desk technician(s) is away from the phone or answering another call, the caller will be asked to leave a voice mail message. The Help Desk will return the call as soon as possible.

If a call for service is made after hours the Help Desk and support staff will log and start problem resolution on the next business day after the call is received. Emergency after hours support is covered under sections 5.2 and 5.3 above.

JPUD may also send electronic mail to us regarding problems.

The email address is: ITSTAFF@CO.JEFFERSON.WA.US

This address is monitored during business hours, Monday through Friday, excluding holidays.

JPUD is responsible for providing a current contact list to Jefferson County Information Services.

9 CONFIGURATION MANAGEMENT

All configuration changes to network services or JPUD systems will be made by Jefferson County Information Services in coordination with JPUD. JPUD will provide Jefferson County Information Services with a *primary and alternate* contact name of authorized personnel who can coordinate/request changes to the current network.

If configuration changes are required on the Springbrook Financial and Billing system the County will contact the JPUD primary or alternate contact name of authorized personnel, as provided by JPUD.

10 DATA RECOVERY

10.1 DISASTER RECOVERY

Jefferson County will work with JPUD to develop and implement a disaster recovery capability.

10.2 REGULAR DATA RECOVERY

Jefferson County will work with JPUD to develop and implement a suitable data recovery and server backup plan. Jefferson County will perform routine scheduled backups. Backups shall



be performed in compliance with Jefferson County Information Services standards.

- Desktop devices are not typically backed-up to an Enterprise class server. It is recommended that all files are saved on a departmental shared drive or user directory on the JPUD network. This can be setup by calling or emailing the Help Desk. Thus, file recovery for desktop devices is not supported.

11 SECURITY AND INTEGRITY

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

The County will assist JPUD in securing their private network from unauthorized access.

The County will additionally follow any JPUD security policies while performing work on behalf of JPUD. Due to the nature of the work that will be done on behalf of JPUD, Jefferson County Information Services staff will require administrative rights to servers and workstations.

If JPUD determines to disconnect from the Jefferson County network they must notify the County immediately. Such action will terminate this agreement.

11.1 AUTHORIZED USE

This agreement is intended for use by JPUD employees and authorized individuals by JPUD. Jefferson County Information Services will assist JPUD in establishing procedures and policies in provisioning account requests. All accounts must be approved by JPUD and Jefferson County Information Services.

11.2 INDIRECT ACCESS

The County will assist JPUD to take measures to prevent unauthorized third party indirect access to the JPUD's network. The County will assist JPUD in identifying security vulnerabilities. Some examples of potential vulnerabilities include gateways, dial-up, or cascaded telnet sessions where the originator is not a JPUD authorized user of the network, but whose resultant IP address would appear to the network as being a JPUD address.

JPUD will take reasonable measures to protect their computer systems from malicious software. Jefferson County will assist JPUD in implementing these security measures.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers



- Timely and periodic updates to virus detection software
- Firewall technology between JPUD's network and any other network that JPUD is connected to that the County does not directly administer. This includes the Internet.
- Education of JPUD employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

11.3 USER ACCOUNT ACCESS TO NETWORK

User accounts of the JPUD computer network will be created and terminated per Jefferson County Information Services policies.

11.4 FIREWALL MANAGEMENT

The County will operate and maintain a firewall between the JPUD's network and the Internet.

12 JPUD OFFICE ENVIRONMENT

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

13 FIBER OPTIC NETWORK

JPUD and the County agree to maintain a fiber optic network connection between Agency and County for the purposes of performing the services defined herein. The County requires a minimum 100Mb connection in order to perform these services in the most efficient manner.



Public Records Act Terms and Conditions

As public agencies, the County and JPUD are bound by the Public Records Act (or "PRA") and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Dissemination of data or information is the responsibility of the agency recording, receiving or generating the data or information in accordance with this Agreement and the PRA, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

JPUD and the County agree that all records are owned by JPUD and maintained by the County on behalf of the JPUD under this Regional Service Agreement for the exclusive benefit of JPUD remain the possession of the JPUD. Nothing in this agreement is intended to create a situation where the County has JPUD records in its possession or control for purposes other than maintenance and operation of this agreement. JPUD agrees that it is solely responsible for responding to requests made under the PRA.

In the event County receives a PRA request for JPUD information or records covered under this agreement, the County will immediately forward such request to JPUD. JPUD will assume all responsibility for the handling and satisfaction of the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, daily penalties as authorized by RCW 42.56.550(4), attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees related to or arising from any requests for JPUD records covered under this agreement.

JPUD shall be solely responsible for the integrity, completeness and accuracy of the records, documents or other written materials that are stored or maintained via hardware or software purchased, installed, operated or maintained by the County pursuant to the terms and conditions of this Agreement. JPUD agrees that it shall be solely liable for any omission, error, gap or missing record found to exist or be present (or not be present) in said records, documents or other written materials held by the PUD, collectively "missing records." The duty of the JPUD to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees related to or arising from any requests for JPUD records covered under this agreement is deemed to include "missing records" as that term is defined herein.