



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director
DATE: April 28, 2015 
SUBJECT: **RTC – Clark County Interlocal Agreement for Reimbursable Services – IT Services, Resolution 05-15-07**

AT A GLANCE - ACTION

The RTC is authorized to contract on a fee-for-service basis with member agencies to provide specialty and project management services. RTC and Clark County currently contract for IT Services, and the current Agreement needs to be updated. Approval of the Agreement establishes a contract for IT and related services.

INTRODUCTION

The Southwest Washington Regional Transportation Council (RTC) was organized in 1992 through an Interlocal Agreement among signatory (member) agencies. The Interlocal Agreement provides that RTC may contract on a fee-for-service basis with parties to the agreement and with non-party agencies and private entities which will provide special services.

The Year 2015 Work Program for the RTC provides that RTC will seek opportunities for regional partnership and collaboration, and fee-for-service project management relationships. The proposed Interlocal Agreement for Reimbursable Services (Agreement) between RTC and Clark County would provide a formal contracting mechanism to accomplish task order(s) and reimbursement for services rendered. RTC and Clark County find it mutually advantageous to utilize the other's personnel, systems, and expertise to increase efficiency and provide IT Facilities, Support, Maintenance, System Administration, and other specialty and project management services.

POLICY IMPLICATION

None. Upon approval of the Resolution and the Agreement, the executive officers of each agency may enter into work orders and seek reimbursement for services rendered.

BUDGET IMPLICATION

None. Each party requesting service, covenants by executing a work order pursuant to the Agreement, that it has (or will) have sufficient resources to reimburse the other party for services rendered.

ACTION REQUESTED

Adoption of Resolution 05-15-07 authorizes the Executive Director to sign the Interlocal Agreement for Reimbursable Services between RTC and Clark County.

ADOPTED this _____ day of _____ 2015,
by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

Melissa Smith
Chair of the Board

Matt Ransom
Executive Director

Attachment: Interlocal Agreement for Reimbursable Services – IT Services

Return to: Southwest WA Regional Transportation Council
1300 Franklin Street, Floor 4
PO Box 1366
Vancouver, WA 98666-1366
Document: Interlocal Agreement for Reimbursable Services
Grantor: Clark County
Grantee: RTC

INTERLOCAL AGREEMENT FOR REIMBURSABLE SERVICES

THIS CONTRACT made and entered into this 1st day of January, 2015, is effective for five years from its date of filing, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), and the Southwest Washington Regional Transportation Council, a regional transportation planning organization duly organized pursuant to the laws of Washington, (hereinafter, "RTC".)

WHEREAS, the RTC lacks adequate personnel or equipment to do all required work alone and seek to utilize Clark County's assistance when appropriate to increase efficiency; and

WHEREAS, Clark County has the necessary personnel, equipment in combination, and is willing to do said work in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable; and

WHEREAS, this CONTRACT has been authorized by the respective governing bodies of the RTC and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. Parties

The parties to this Agreement are Clark County and the Southwest Regional Transportation Council ("RTC").

2. Purpose

The Purpose of this Agreement is for the County to assist the RTC, in a cooperative manner, with the equipment and personnel it is lacking to carry out the RTC's functions.

3. Services

Clark County shall provide those services requested in work orders to accompany this Agreement with the same standards provided by Clark County within its boundaries.

4. Task Orders

Each task order (TO) shall, consistent with the terms and conditions of this Agreement, specify services, products and other costs incurred by Clark County for which compensation is required from the RTC. The minimum terms of each TO will address: the specific task requested, the timeline within which performance of the work is required, and the amount of compensation to be paid. The parties will address whether projects taking more than one month to complete are paid at one time or monthly. Clark County cannot guarantee functionality beyond that which is specifically described in the TO and the Clark County IS Service Guide (<http://intranet/index.asp> see side bar link to Service Desk and Service Availability).

5. Budget Approval

RTC covenants that its requests for service are within its annual budget.

6. Recovery of All Costs

Clark County shall recover all of its costs from the RTC for providing service for its labor, equipment rental, assigned contractors, and subsistence under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales, business and occupation taxes, applicable liability insurance charges and direct charges.

7. Payment

The RTC agrees to pay Clark County the amount of the costs invoiced under the TO, unless modified by a specific TO amendment agreed to between the parties. The RTC shall endeavor to timely pay all bills for service. Clark County does not waive its right to charge interest on bills not paid within 30 days.

8. Compliance with Law

The parties shall comply with the provision of RCW 39.34.080, if relevant, and all applicable local, state and federal laws.

9. Term

The effective date for this agreement is January 1, 2015 and it shall remain in effect until January 1, 2020 or upon termination pursuant to Section 10 of the Agreement.

10. Termination

A. Termination for Convenience

Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, 180 calendar days in advance.

B. Termination by Mutual Agreement

The parties may terminate this Agreement in whole or in part, at any time after first providing written notice, by mutual consent.

C. Termination and Transition

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 to, 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. It is understood that completion of a Task Order may extend beyond the date of termination. Disentanglements will be defined as a Task Order and both parties, shall, in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed to by both parties.

11. Indemnification and Hold Harmless

The parties agree that each one is responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses or causes of action, suits and actions in equity of any kind. The obligation of indemnification and hold harmless shall not apply to gross negligence or intentional misconduct.

12. Force Majeure

Neither party shall be deemed in default for the nonperformance or for an interruption or delay in performance of any of the terms or conditions of this Service Contract if the same shall be due to any labor dispute, strike, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials or through an act of God or causes beyond the reasonable control of that party, provided such cause is not due to the willful act or neglect of that party.

13. Waiver

Any waiver of any breach of any of the terms, covenants, agreements or conditions hereof shall not be deemed a continuing waiver nor will it limit or abridge any other provision of the Agreement.

14. Notice

Notice provided by the RTC to Clark County Washington is deemed complete if mailed by regular United States postal delivery, addressed to the Clark County, Infrastructure Services Department, PO Box 5000, Vancouver, Washington 98668. Notice provided by Clark County to RTC is deemed completed if mailed by regular United States postal delivery, addressed to RTC Executive Director, PO Box 1366, Vancouver, Washington 98666-1366.

15. Severability

If any part of this Agreement is found unenforceable or illegal, the balance of the Agreement remains in full force.

16. Security and Standards

The County shall maintain the RTC computing environment as required to comply with current County information systems security standards and protocols. Further, the RTC will support County personnel in County efforts to maintain information systems security as defined by the County policies governing information systems security. The RTC computing devices shall participate in patch management and desktop security management practices as deemed necessary by the County to maintain security compliance of the network. Equipment connecting to a RTC PC or the network must be approved by the County prior to connecting as defined by the County IT Asset Management Policy. The RTC agrees to comply with established County policies related to the administration of the desktop computing environment, security, and system standards. Any violation of the County's Information Services Policies and Procedures extending beyond 14 days past the date of notice shall be grounds for immediate termination of this contract and cessation of all associated services. It is understood and agreed between the parties that this CONTRACT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party. The county at this time does not provide business continuity or disaster recovery.

17. No Third Party Beneficiary

This Agreement is intended for the benefit of the parties and does not create any rights in a third party or any third party beneficiaries of any kind.

18. Integration and Incorporation

This Agreement contains all of the provisions the parties have agreed to and no other act or statement shall modify it and every TO incorporates all of the terms herein and constitutes a separate agreement. No prior Agreements shall have any effect to the contrary.

19. Ratification

Acts taken in conformity within the scope of the Agreement prior to its execution and filing are hereby ratified and affirmed.

20. Amendments

Any amendments to the agreement shall have no legal effect until reduced to writing and signed by both parties.

21. Dispute Resolution

The parties shall strive to resolve any dispute between them by negotiation in good faith. They may also agree to mediation if mutual consent is expressed in a written agreement. If negotiation or other form of dispute resolution agreed to by the parties is not successful, all remedies in equity or law shall remain available to them.

22. Venue

The venue for any action arising under the terms of this Agreement is the Superior Court of Clark County, Washington.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2015.

CLARK COUNTY, WASHINGTON,
A subdivision of the State of Washington

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Mark McCauley, Acting County Administrator

By: _____
Deputy Prosecuting Attorney

SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL,
A regional metropolitan transportation planning organization

Approved as to Form Only

By: _____
Matt Ransom, Executive Director

By: _____
TED H. GATHE
RTC General Counsel

Date: _____
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CLARK COUNTY
WASHINGTON

- 1) Task Order Number: **2010-1**
- 2) Task Order Title: **IT Facilities, Hardware Support, and Hardware Maintenance**
- 3) Provider: County, IS Department, System Administration
- 4) Recipient: RTC
- 5) Primary POC, County: Duane Harris, Director, Infrastructure Services
- 6) Primary POC, RTC: Karl Peterson
- 7) Task Order Cost: \$ 900/year minimum for facilities
Network Administration work will be billed on a per hour basis as requested by RTC.
- 8) Cost Maximum: \$ 1,100/year maximum for facilities
- 9) Billing Frequency: Monthly
- 10) Billing Type: Fixed amount per month per rack for facilities and hourly rates for labor as identified in **Attachment 1**.
- 11) Delivery Price Notes:
 - a) **IT Facilities-Physical Server:** RTC currently has only 1 physical server located in the racks of the Clark Regional Technology Center, (CRTC). Cost sharing for facility costs is based on RACKS. It is agreed that 10 servers are equal to 1 rack. RTC has 1 server, so 1/10 of \$9,002 (or \$900 will be the annual charge for facilities. The current annual charge per rack is \$9,002 as listed in **Attachment 1**.
 - b) **Network Administration:** This is the cost of labor, benefits, and associated expenses needed to maintain the network and data lines that are necessary for the ongoing business needs. RTC will pay for requested services on a 'per hour' basis' for specific projects requested by them at the rates identified in **Attachment 1**. Each project will have an agreed upon total charge and RTC will not be charged more than that amount without prior written agreement.
 - c) The cost for this task order shall be reviewed on an annual basis, and adjusted accordingly to match actual delivery and consumption of services as closely as possible.

12) Task Details:

- a) **FACILITIES:** This is largely an infrastructure cost sharing task – the primary purpose is to distribute to RTC its share of the costs of routine maintenance and equipment replacement associated with the network infrastructure that is utilized by RTC. It includes the following: the network switches, routers, data communication lines, the associated maintenance costs, the physical structure, building maintenance, lighting, fire suppression, utilities, heating/cooling, and general maintenance and care to house the servers, network components, power supplies, and related equipment in a manner that safeguards the facilities and its contents.
- b) **NETWORK ADMINISTRATION:** The cost of associated expenses needed to maintain the network and data lines necessary for the ongoing business needs. RTC will pay for requested services on a ‘per hour’ basis’ for specific projects requested by them at the rates identified in **Attachment A**. Each project will have an agreed upon total charge and RTC will not be charged more than that amount without prior written agreement.
- c) Routine maintenance does not include:
 - i) Costs associated with RTC requested major equipment change outs, reconfigurations or upgrades.

13) Task Communication/Management/Reporting:

- a) Routine communication and general management issues surrounding this Task Order can occur as needed.
- b) Patch and fix activity should be reported monthly in the routine report.
- c) Emergency communication should occur to the designated task POC and should occur ASAP.
- d) Communication between POCs is expected to occur as needed.



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CLARK COUNTY
WASHINGTON

- Task Order Number: **2010-2**
1. Task Order Title: **System Administration.**
 2. Provider: County, IS Department, Systems and Networking
 3. Recipient: RTC
 4. Primary POC, County: Duane Harris, Director, Infrastructure Services
 5. Primary POC, RTC: Karl Peterson
 6. Task Order Cost: \$ 5,114/yr. for System Administration and Security Software. Other charges will be based on actual hours worked on requested projects.
 7. Cost Maximum: \$ 7,000/yr. for System Administration and Security Software. Other charges will be based on actual hours worked on requested projects.
 8. Billing Frequency: Monthly
 9. Billing Type: Hourly Rate – rate varies based on technical skill sets as identified in **Attachment 1.**
 10. Delivery Price Notes:
 - a. Security: This is the cost of Antivirus Software per user. RTC will pay \$2.12/user account each month to the general support of the security of the system. At this time RTC has 10 user accounts.
 - b. System Administration: This is the cost of labor, benefits, and associated expenses needed to maintain the applications used by RTC, either directly or indirectly. RTC will pay \$40.50/user account each month to the general support of the system. At this time, RTC has 10 user accounts.
 - c. In addition, RTC will pay for requested services on a ‘per hour’ basis’ for specific projects requested by them at the rates identified in **Attachment 1.** Each project will have an agreed upon total charge and RTC will not be charged more than that amount without prior written agreement.

- d. A Development Plan (including timelines and cost estimates) will be developed and agreed upon by both RTC and County POC prior to commencing any project.
- e. Hardware will be provided by RTC, unless otherwise agreed upon.
- f. The cost for this task order shall be reviewed on an annual basis, and adjusted accordingly to match actual delivery and consumption of services as closely as possible.

11. Task Details:

- a. **SYSTEM ADMINISTRATION:** The County will provide all system administration activities to ensure all RTC utilized applications are functioning as prescribed. For existing applications this includes,
 - i. Domain name services,
 - ii. Time synchronization,
 - iii. Backup/restore services,
 - iv. File server / share management,
 - v. Windows disk storage management,
 - vi. Data center management,
 - vii. Enterprise messaging, calendaring systems (including mobile clients),
 - viii. Security management,
 - ix. Log-on scripting services.
 - x. Internet access
- b. RTC will pay \$42.62/user account each month to the general support and security of the system. Currently, RTC has 10 user accounts active on the County network. For new applications, a project plan will be developed and agreed upon and RTC will pay County the hourly rate stated in Attachment 1 above for services related to installing a new application. This task also addresses the need for the development and implementation of a new application or customization of an existing application to meet specific functional requirements. This rate will be evaluated on a yearly basis.

12. Quality/Measurement:

- a. Maintenance of regularly scheduled project meetings.
- b. On-time delivery of total project and major milestones.
- c. On-budget delivery of project functionalities.
- d. Backups are no more than 7 days old.
- e. No surprises – County Staff will maintain timely notification of RTC of all relevant issues and events.



- 1) Task Order Number: **2010-3**
- 2) Task Order Title: **IT Facilities, Hardware Support, and Hardware Maintenance**
- 3) Provider: County, IS Department, System Administration
- 4) Recipient: RTC
- 5) Primary POC, County: Duane Harris, Director, Infrastructure Services
- 6) Primary POC, RTC: Karl Peterson
- 7) Task Order Cost: \$532/year minimum for facilities and one virtual server (1CPU, 4GB, 120 GB)
Network Administration work will be billed on a per hour basis as requested by RTC.
- 8) Cost Maximum: This is dependent upon requested configuration of the Virtual Server
- 9) Billing Frequency: Monthly
- 10) Billing Type: Fixed amount per month per rack for facilities and hourly rates for labor as identified in Attachment 1.
- 11) Delivery Price Notes:
 - a) IT Facilities-Virtual Server: RTC is currently in the process of implementing a virtual server. The cost of this virtual server (1CPU, 4GB, 120 GB) and the support for it would be \$532 per year for a 5 year period. This cost does not include storage which is an additional cost of \$19.17 per month for each 100GB; additional CPU's are \$18.84 each per year; and additional memory of 1GB which is \$13.80 per year.
 - b) Network Administration: This is the cost of labor, benefits, and associated expenses needed to maintain the network and data lines that are necessary for the ongoing business needs. RTC will pay for requested services on a 'per hour'

basis' for specific projects requested by them at the rates identified in Attachment

c) The cost for this task order shall be reviewed on an annual basis, and adjusted accordingly to match actual delivery and consumption of services as closely as possible.

12) Task Details:

- a) **FACILITIES:** This is largely an infrastructure cost sharing task – the primary purpose is to distribute to RTC its share of the costs of routine maintenance and equipment replacement associated with the network infrastructure that is utilized by RTC. It includes the following: the network switches, routers, data communication lines, the associated maintenance costs, the physical structure, building maintenance, lighting, fire suppression, utilities, heating/cooling, and general maintenance and care to house the servers, network components, power supplies, and related equipment in a manner that safeguards the facilities and its contents.
- b) **NETWORK ADMINISTRATION:** The cost of associated expenses needed to maintain the network and data lines necessary for the ongoing business needs. RTC will pay for requested services on a 'per hour' basis' for specific projects requested by them at the rates identified in Attachment A. Each project will have an agreed upon total charge and RTC will not be charged more than that amount without prior written agreement.
- c) Routine maintenance does not include:
- d) Costs associated with RTC requested major equipment change outs, reconfigurations or upgrades.

**ATTACHMENT 1
RTC Services Contract
Hourly Rates**

Rates may be adjusted annually to reflect current costs.

Clark County Information Services

Hourly 2015 Billing Rates

Job Classification	Billing Rate 2015:
Programmer	\$ 106.90
DBA	\$ 118.86
Network Admin	\$ 117.50
System Admin.	\$ 112.70
Tech Support.	\$ 98.17
Help Desk	\$ 89.33
Project Management	\$ 125.00
After Hour Support	\$ 125.00

Other 2015 Fees:

System Administration per User Account, per Month = \$40.50

Antivirus per User Account, Per Month = \$2.12

CRTC Facility Costs (Physical Server) = \$9,002/year/Rack, RTC has 1/10 Racks = \$900/year

CRTC Facility and Virtual Server Cost (1CPU, 4GB, 120GB) = \$532/year

Additional VM Storage Cost 100 GB = \$19.17 per month

Additional VM CPU Cost 1 CPU = \$18.84 per year

Additional VM Memory 1 GB = \$13.80 per year

Current User Accounts:

David, Lynda
Harrington, Mark
Hart, Bob
Kim, Shinwon
Peterson, Karl
Raedy, Patty
Ransom, Matt
Robins, Dale
Workman, Diane
Weishaar, Shann