

## INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between Oak Harbor School District No. 201 (“District”) and the City of Oak Harbor, Washington (“City”).

### RECITALS

- A. The parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an agreement pursuant to Chapter 39.34 RCW to enable District to provide and City to receive computer network and telephone system support.
- B. The parties have each taken the appropriate action, by ordinance, resolution or otherwise, to authorize the execution and implementation of this Agreement.

### AGREEMENTS

1. Duration. This Agreement shall become effective upon the filing of executed counterparts of this Agreement with the Island County Auditor pursuant to RCW 39.34.040. The continuing term of this Agreement shall be from the date of filing until December 31, 2019 unless sooner terminated in accordance with paragraph 9 hereof.
2. Purpose. The purpose of this Agreement is to provide for computer network and telephone system support by District to City as specified below.
3. Services. District shall provide computer network support to City’s network (as currently configured). See attached citygrowthsoftware.xls spreadsheet. Such services shall be provided when necessary, on City premises and/or via secure network connection to the District Network Operations Center. Services shall include network support for installed desktops, servers and telephones including but, not limited to, the following:
  - a. Network, server, IP telephone, voicemail and desktop maintenance in the same manner as is normally performed on its own systems. This

includes installation of replacement equipment (except for major changeovers) and software installation. With the exception of software installation, this Agreement does not cover support for the various vendor-provided software programs installed on the network or individual user's desktops.

- b. Preventive maintenance including cleaning, spot check, and network tuning as required.
  - c. Cloud backup of City server systems to include networked work management software, records management systems, departmental databases and working files for City staff. Tape backups are for disaster recovery only. Archival backups will be addressed in a separate agreement. Tape backups will occur on a weekly basis, unless otherwise specified by City.
  - d. Design, planning and recommendations for network improvements where appropriate.
    - i. District will provide in writing its recommendations for network improvements and replacement of equipment nearing end-of-life or recommended capacity.
    - ii. Such modifications will take place only with the written approval and notification of the City Administrator or Mayor's appointee.
    - iii. Funding for all modifications to city equipment and infrastructure shall be the responsibility of City.
    - iv. District is not responsible for equipment or system failures should City chose not to accept District recommendations for replacement of equipment reaching end-of-life and/or recommended capacity.
4. Scheduling. Scheduling of maintenance and repair shall be under the direction and supervision of the district Director for Information Services ("Director") in a manner that shall minimize interference with the technology needs of District and City
5. Implementation.
- a. City computers and networks will remain part of the District Helpdesk system and City users will have access to incident reporting and response during normal working hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.),

excluding holidays. Emergency callouts and response will be provided by District if such a response outside of normal working hours is deemed appropriate by Director. District will provide City current contact list for emergency issues arising outside of normal working hours.

- b. Operational emergencies will take precedence over routine maintenance. In the event either network has an emergency, District shall exercise its best efforts to correct the emergency as soon as possible. Allocation of technician time and assignment shall be at the discretion of Director.
  - c. District shall notify City:
    - 1. As soon as possible upon learning that the network is down;
    - 2. Twenty four (24) hours in advance of a planned shutdown of the network; and
    - 3. Minimum one (1) hour in advance of any unscheduled maintenance of the network.
  - d. District shall notify City of the nature of any repairs and /or maintenance proposed to be performed on equipment owned jointly or solely by City and upon completion of repair or maintenance shall restore functionality and connectivity.
  - e. Subject to the written approval of District and City, District will design and implement network enhancements when and where appropriate. District will not be responsible for any additional costs caused by these enhancements without the prior approval from the Director. Software loading and updating will be conducted with input from City and by mutual agreement of District and City.
6. Network Security. Each party shall make its best effort to shield, from the other and from unauthorized persons, confidential information and personally identifiable information of its employees, customers, and/or students. Should such information be accessed either inadvertently or in an unauthorized manner, each party shall promptly take steps to prevent further dissemination and shall report the incident to the director for appropriate notifications and other preventive action.

7. Financial Arrangements. Determination of costs to City will be based upon a network “seat”. Each seat will consist of a computer, telephone, user account, voicemail account and associated network support services. District will charge City \$720 per year for each seat used. Currently, City has 161 computers, 160 telephones, 269 email subscribers, and 146 voicemail subscribers. For the first six months of this agreement, District will charge the City for 161 network seats. Payments by City and adjustments to consumption of network seats will be made as follows:
  - a. City will begin to pay District \$9660.00 on April 30th, 2015 and will pay this at the beginning of each month for the duration of the 2015 calendar year. On or before the first day of August, an adjustment will be made to increase or decrease the number of network seats supported. This adjustment will be based upon network usage reports available from the District and will reflect the intentions and desires of City management to control costs and network expansion. The seat number changes found in August will go into effect January 1<sup>st</sup> of the following calendar year.
  - b. The \$720 charge per year for each seat shall increase or decrease by an amount equal to 100% of the Seattle area August reported Consumer Price Index-U or CPI-U with the annual percentage change becoming effective on January 1 2016, and on January 1 of each year thereafter.
8. Equipment. City shall purchase all tools, materials and replacement equipment required to provide service to City. City purchased tools, materials and equipment will remain the property of City. District shall submit to City an annual inventory of the hardware and software that is jointly owned by District and City or solely owned by City.
9. Termination. Either party may elect to terminate this Agreement at any time by providing a sixty (60) days’ written notice to the other party.
10. Breach of Contract. In the event either party breaches its obligations under this agreement, the breaching party shall compensate the other for direct costs resulting from such breach; but all claims for consequential damages and costs are waived.
11. Amendments. On or before the anniversary date of this Agreement, and annually thereafter, the parties shall review and consider adjustments to the financial

arrangements and any other issues of concern to either party. Any mutually agreed modifications shall be reduced to writing and shall become a part of this Agreement in an addendum thereto. The City Administrator or the Finance Director on behalf of the City and the IT Director on behalf of the School District shall be authorized to agree to modifications with respect to Attachments A and B. All other modifications must be authorized by the City Council and the School Board.

13. Reports of Defects. The City will exercise due diligence in notifying the district of any known issues or defects that require repairs.
14. Notification. All notices and annual reports shall be in writing and sent or hand delivered to the parties at their addresses as follows:

TO CITY OF OAK HARBOR:

Larry Cort, City Administrator  
865 SE Barrington Drive  
Oak Harbor, WA 98277

and to

Doug Merriman, Finance Director  
865 SE Barrington Drive  
Oak Harbor, WA 98277

TO OAK HARBOR SCHOOL DISTRICT 201:

Bruce Roberts, Information Services Director  
350 S Oak Harbor Street  
Oak Harbor, WA 98277

and to

Lance Gibbon, Superintendent  
350 S Oak Harbor Street  
Oak Harbor, WA 98277

**OAK HARBOR SCHOOL DISTRICT #201**

By  \_\_\_\_\_  
Superintendent

Date 4/15/15

**CITY OF OAK HARBOR**

By  \_\_\_\_\_

Date 4/7/15 Mayor

# Attachment A

		1998	2001	2004	2005	2008	2011	2015
E-Mail								
	Internet Accounts	<20	140	171	224	260	325	269
	Platform	MS Mail (X4)	Exchange 5.5	Exchange 5.5	Exchange 2000	Exchange 2003	Exchange 2003	Exchange 2010
	Organizations	4	1	1	1	1	1	1
Office Suite		Office 95	Office 97	Office 2000/XP	Office 2003	Office 2003	Office 2003/2007	Office 2010/2013
Workstation OS		Windows 95/98	Windows 98/2000	Windows 2000/XP	Windows 2000/XP	Windows XP	Windows XP/7	Windows 7
Server OS		NT 4.0/Netware 3.12	NT 4.0	Windows 2000/XP	Windows 2000/XP	Windows XP	Windows 2003/2008	Windows 2008R2/2012
Security Domains		4	1	1	2	1	1	1
Networks		4	1	1	1	1	1	1
Networked Sites		4	8	8	9	9	9	10
Telephone Systems		4	4	4	1	1	1	1
Network Applications								
City Hall								
	Finance	Eden CS	Eden CS	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)
	Permitting	Permit Plan (SQL)	Permit Plan (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)	Inforum Gold (SQL)
	POS	Quadrant PC	Quadrant PC	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)	Quadrant (SQL)
	Legal Case Mgt	Dataperfect	Dataperfect	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)	ProLaw (SQL)
	Marina Accounting						Marina Program (Per	Marina Program (Pervasive)
	Billing						Inforum Gold (SQL)	Inforum Gold (SQL)
	Records Management						Laserfiche (SQL)	Laserfiche (SQL)
	Server Space Used	1.2GB	2.7GB	50+GB	50+GB	50+GB	106+GB	500+GB
OHPD								
	Incident Reporting	Spillman	Spillman	Spillman Summit	Spillman Summit	Spillman Summit	Spillman Summit	Spillman Summit
	Server Space Used	600MB	4 GB	10.8 GB	5 GB	8 GB	29 GB	42 GB
	Car Camera Data					713 GB	1 Terabyte	1 Terabyte
Public Works								
	Workflow Mgt.	None	GBA	GBA	GBA (SQL)	GBA (SQL)	GBA (SQL)	GBA (SQL)
	Fleet Mgt.	RTA	RTA	RTA	RTA	RTA	RTA	RTA
	Infrastructure Mgt.	None	None	ArcView GIS	ArcView GIS	ArcView GIS	ArcView GIS	ArcView GIS
	Server Space Used	800 MB	6.4GB	25 GB	66 GB	116 GB	131 GB	139GB
	Camera Data					163 GB	300 GB	320 GB
OHFD								
	Reporting/Training Mg	SunStar	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)	RMS 5.0 (SQL)
	Server Space Used	1.2 GB	5.4 GB	11 GB	11 GB	42 GB	139 GB	139 GB
	City User files				40+ GB	116+ GB	407+ GB	730+ GB
						1.3 TB of 4.1 TB ava	2.4 TB of 6.8 TB avail	2.7 TB of 4.7 TB available

## Attachment B

### **Oak Harbor School District/City of Oak Harbor Standard Operating Procedures for IT support**

1. Helpdesk Phone Line: All trouble reports should be communicated to the helpdesk at extension 5589. This ensures that all tech staff are aware of the problem. City employees should not call technicians directly unless directed to do so by that technician.
2. Helpdesk Tickets: Any technical issue that cannot be resolved within 15 minutes requires a Helpdesk ticket. The helpdesk website is <http://helpdesk.ohsd.net>. Having tickets in the helpdesk system helps document problems and solutions for further reference as well as provides a tracking system to resolve the problem. These tickets will be prioritized by helpdesk personnel through communication with City employees.
3. Major Outages: When major outages take place, IS staff will notify city staff by email or telephone when the problem is recognized and will last for more than one (1) hour. At a minimum, updates will be communicated twice a day until the problem is resolved.
4. Upgrades: Department heads are responsible for authorizing and initiating upgrades to software their department uses. The IS director or his designee will ensure that the equipment or software involved meets the minimum standards for that upgrade before the upgrade will take place. Preferably, minor upgrades will be requested with two weeks' notice. Major upgrades should be planned at least a month out. Computer and Hardware upgrades and purchases will be communicated by Department heads through the equipment coordinator. Installations should be scheduled well in advance of the equipment's arrival – not at the time it is delivered.
5. Monthly Meetings: The School District Information Services Director will attend one monthly city department head meeting to be scheduled by the city. At this meeting department heads may ask questions and/or communicate issues with the IS Director. The IS Director should bring answers to questions and issues from the prior meeting and will update the City department heads on progress on projects effecting the City.
6. Monthly Helpdesk Report: By the 7<sup>th</sup> day of each month the IS director shall submit a report of all helpdesk calls and tickets from the preceding month and shall include data on the results of each helpdesk request.
7. City Hours Services: The helpdesk should be staffed during City hours with staff that can support the technical needs of the City. It shall be made clear to the city how to contact technical support in case of an emergency situation both during and outside of the workday.

## Attachment B

### 8. Equipment Standards:

- 3.0 GHZ Processor
- 4 GB Random Access Memory

### 9. Minimum Software Package:

- Windows 7 Service Pack 1
- Microsoft Office 2010
- Eden
- GBA
- Adobe Flash Player
- Adobe Acrobat Reader
- Quicktime
- Adobe Shockwave

### Police Department:

- Spillman

### Fire Department:

- RMS5

### Legal:

- Prolaw

## **Procedures for Public Records Requests**

### I. City Clerk Initiates search via email to IT

- Names the request
- Defines search terms
- Provide due date for 5-day letter
- Requests time frame of search results

### II. IT's Initial Response

- Confirm receipt of requested email search within 2 business days
- Confirm or further clarify the search terms
- Provide a reasonable estimate of timeframe to provide the search results
- Provide emails in “.pst” format

## Attachment B

### III. Clerk confirms receipt of timeline

- The Clerk will communicate to IT if there is a need to rush the request

### IV. Amendment/modification to request

- If the requester modifies the request, the Clerk will provide updated search criteria to IT
- If IT believes the Clerk's search terms produce an exceptionally high amount of emails, IT will inform the Clerk
- Clerk will determine whether search criteria should or should not be refined
- Clerk and IT communicate as necessary to effectively perform the email search

### V. IT fills the request

- Either OHSD Information Services Director or OHSD Assistant Superintendent will review results of search and ".pst" file before submitting to the city
- Place the ".pst" file of search results on the Clerk's Desktop
- The file name will mirror the initial name provided by the Clerk
- Email the Clerk when the results are complete. The email will include what specifically the search included and what it did not include. This would include what server(s) were searched.

### VI. Future implications/options for Public Records Requests

- A new server will be purchased and installed during the summer of 2015 that is expected to last the lifetime of this contract and should preserve all City emails for the lifetime of this contract
- This server will give the City the option of conducting their own PRR's. The City will decide to either accept this option or reject this option at any time during the contract
- If the City decides to conduct their own PRR's searches, the OHSD will provide initial training for the City