

INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND
INTERCITY TRANSIT
K862

This Agreement No. K862 is made and entered into by and between the Washington State Department of Transportation, referred to as WSDOT, and Intercity Transit, and is issued pursuant to the Inter local Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions pursuant to which WSDOT will provide Intercity Transit space in and access to the WSDOT Data Center, located at 310 Maple Park Ave. SE, Olympia.

2. PERIOD OF PERFORMANCE

2.1 Initial Term. This Agreement shall commence upon the date of its execution by both the parties and shall terminate on June 30, 2019, unless terminated sooner as provided in this Agreement.

2.2 Subsequent Terms. This Agreement may be extended for three (3) additional five (5) year terms by mutual written agreement of both parties, for a total Agreement term of twenty (20) years. Each amendment extending the Agreement will, if necessary, address items including but not limited to:

- Intercity Transit access to the WSDOT Data Center;
- WSDOT access to Intercity Transit equipment; and
- Intercity Transit network access in and out of the Data Center.

3. STATEMENT OF WORK

3.1 Facilities. WSDOT shall provide space in WSDOT's Data Center to Intercity Transit. The space provided shall consist of three (3) full technical racks within the raised floor area of the Data Center for the sole purpose of installing, operating, and maintaining Intercity Transit servers and data storage. The Intercity Transit shall deliver and install the equipment in accordance with Section 18.6 of this Agreement.

3.2 Services. WSDOT shall ensure that the Data Center meets the following requirements:

- 3.2.1 The Data Center site infrastructure (cooling, electrical, uninterruptable power supply systems, generators, mechanical components, fire protection, security and environmental controls) will provide an up time of 99.75%.

- 3.2.2 The Data Center shall be equipped with environmental controls, monitoring and reporting that are operational twenty four (24) hours a day, seven (7) days a week.
 - 3.2.3 The Data Center shall be equipped with fire detection and suppression systems that are operational twenty four (24) hours a day, seven (7) days a week.
 - 3.2.4 Public access to the Data Center shall be restricted. Persons permitted to access the WSDOT Data Center shall be required to have a photo identification badge and a card key, or a personal escort by an authorized WSDOT employee. WSDOT shall monitor the Data Center and shall maintain a log of persons accessing the Data Center.
- 3.4 Restoration of Services As set forth above, WSDOT provides the Data Center with 99.75% uptime of the services described in Sections 3.2.1 thru 3.2.4. In the event of a catastrophic event or failure, additional time may be required to restore services. Existing WSDOT incident management processes will be used for communications in this event. WSDOT will provide best efforts to restore systems to service that are end-of-life or do not conform to WSDOT standards in the event of a catastrophic failure.
- 3.5 New Services. At its discretion, WSDOT may provide Intercity Transit with additional space in the Data Center. If Intercity Transit desires such additional services, it shall follow the service request process set forth in Attachment C. WSDOT shall respond to Intercity Transit service request within five (5) business days. Responses including estimated implementation cost and expected delivery date may exceed five (5) days depending on the nature of the request.

4. COMPENSATION AND COSTS

- 4.1 Compensation. Compensation for the facilities and services provided in accordance with this Agreement has been established under the terms of 39.34.130 RCW. The parties have estimated that the reoccurring monthly cost for the identified rack space eight hundred five dollars and zero cents (\$805.00) per month, plus applicable taxes and Indirect Cost Rate (ICR). Payment for the provision of satisfactory facilities and services to Intercity Transit shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

4.1.1 Costs

WSDOT maintains a cost recovery model for its Data Center and shall share a portion of the Data Center costs with Intercity Transit on a monthly basis. Intercity Transit is solely responsible for this one-time costs of five thousand one hundred and zero cents (\$5,100.00), plus applicable sales tax and IDC and any additional one-time costs incurred from the setup of Intercity

Transit equipment or services supporting the Intercity Transit. Monthly charges and one-time charges will be set forth in this Section.

4.1.2 Indirect Cost Rate

This is 9.52% rate is taken from the Federal Highways Administration (FHWA) standard for computing administrative overhead costs and is based on the Washington State RCW 39.34.130 allowing for reimbursement of administrative costs between agencies. WSDOT reserves the right to adjust this rate.

4.1.3 Summary of Costs

a) Summary of Monthly Costs

Summary of Monthly Costs:	Monthly Charge
Physical Environment Support:	
• Three (3) full dedicated technical racks within raised floor area of the Data Center	(3 x \$240.00 = \$720.00)
• Six (6) HP L5-30 PDUs	(6 x \$10.00 = \$60.00)
• MDF raised floor area.	
• Facilities monitoring and reporting	
• One (1) cabinet for storage (6.5'x3'x2')	Included (1 x \$25.00 = \$ 25.00)
<i>Sub-total:</i>	\$ 805.00
Indirect Cost Rate: 9.52%	\$ 76.64
• RCW 39.34.130	
Total:	\$ 881.64

b) Summary of One-Time Costs

Summary of One-Time Costs	One-Time Charge
Electrical panel	\$ 2,500.00
Installation of dedicated power to three (3) technical racks	\$ 2,400.00
Card key access to the Data Center	\$ 50.00
Re-keying of three (3) technical racks	\$ 150.00
<i>Sub-Total:</i>	\$5,100.00
Tax Rate of 8.8%	\$ 448.80
Indirect Cost Rate of 9.52%RCW 39.34.130	\$528.25
Total:	\$6,077.05

4.1.4 Changes to Monthly Charges. Monthly charges are fixed, but may increase or decrease to reflect changes in overall Data Center operating costs. WSDOT may decrease Intercity Transit monthly charges upon next billing period as applicable should costs be

reduced. WSDOT may increase Intercity Transit monthly charges as necessary to cover costs. WSDOT will provide Intercity Transit thirty (30) day notice prior to increasing monthly charges.

- 4.1.5 Changes to One-Time Charges. WSDOT may assess Intercity Transit with a one-time charge for non-recurring costs directly attributable to facilities and services provided to Intercity Transit as necessary to maintain general Data Center operations or to complete future Intercity Transit change requests.

5. OVERHEAD / INDIRECT / ADMINISTRATIVE FEES

At the time of billing, the then current Indirect Cost Rate will be applied.

There will be no further compensation between WSDOT and Intercity Transit, unless otherwise agreed to in writing and amended per the terms of Attachment D (Service Change Request Process).

6. BILLING PROCEDURES

WSDOT shall submit invoices monthly. Payment for approved facility use and/or services will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the termination date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

7. BILLING DETAIL

Each invoice voucher submitted to Intercity Transit by WSDOT shall include such information as is necessary for Intercity Transit to determine the exact nature of all expenditures. At a minimum, WSDOT shall specify the following:

- a. Agreement Number: K862
- b. The monthly fixed cost for each service listed in Section 4.1.2 a
- c. The non-reoccurring cost for each one-time-only charge that occurred during the billing period not listed in Section 4.1.2 b.
- d. The total invoice charge.

8. DUPLICATION OF BILLED COST

WSDOT shall not bill Intercity Transit for services performed under this contract, and Intercity Transit shall not pay WSDOT, if WSDOT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the

express prior written consent of the other party, which consent shall not be unreasonably withheld.

10. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

11. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for WSDOT is:	Contract Manager for Intercity Transit is:
Tim Crabb, Infrastructure Services Manager 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705- 7676 CrabbTC@WSDOT.wa.gov	Brent Campbell Information Systems Manager 526 Pattison Street SE Olympia, WA 98501 (360) 705-5807 bcampbell@intercitytransit.com

12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. Costs for the Dispute Board will be shared equally between WSDOT and Intercity Transit. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process will control.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

15. MAINTENANCE OF RECORDS

5.1 The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect cost expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

15.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

15.3 Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

16. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omissions of any person, agency, form, or corporation not a party to this Agreement. Intercity Transit shall at all times before and during the term of this Agreement bear the entire risk of loss, damage, or destruction of the equipment, technology, and/or data or any part thereof, from any and every cause whatsoever, unless the loss, damage, or destruction was caused by or resulted from WSDOT's gross negligence or willful misconduct, in which case, WSDOT shall be liable for such loss, damage, or destruction.

17. SEVERABILITY

If any terms or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18. SITE SECURITY AND ACCESS

- 18.1 Data Center Security. WSDOT will provide physical and/or electronically monitored security for the Data Center. WSDOT will notify Intercity Transit employee designated in Appendix B of intrusion incidents and/or suspicious activities in accordance with WSDOT's Data Center Incident Response Plan.
- 18.2 Physical Access to Data Center by Intercity Transit. During normal business hours (Monday through Friday, 6:00 AM to 6:00 PM), designated Intercity Transit employees will sign in at the Data Center, and then use their Card Key Access badges to access the machine room where their equipment is located. Outside of normal business hours, designated Intercity Transit employees will sign in at the Data Center and WSDOT will provide escorted access to the Data Center. The names of the Intercity Transit employees designated to access the Data Center during and outside of normal business hours are set forth in Appendix B.
- 18.3 Physical Access to Equipment. WSDOT does not secure its rack mounted equipment with its technical racks. Intercity Transit is not permitted to physically access any WSDOT equipment. If Intercity Transit needs to access WSDOT equipment, Intercity Transit will coordinate any activities with WSDOT in advance of any work being performed. Intercity Transit will secure its rack mounted equipment within Intercity Transit technical racks. WSDOT is not permitted to physically access any Intercity Transit equipment. Intercity Transit will provide WSDOT with keys to Intercity Transit technical racks. If WSDOT needs to access Intercity Transit equipment, WSDOT will coordinate any activities with Intercity Transit in advance of any work being performed. WSDOT will store Intercity Transit keys in a secure location with limited access. WSDOT will designate who will have access to Intercity Transit keys.
- 18.4 Physical Separation of Equipment. WSDOT and Intercity Transit will maintain full physical separation of servers, data storage and networking equipment. Other than Intercity Transit's Network Edge Router, WSDOT and Intercity Transit equipment will not be co-mingled in technical racks. Intercity Transit's Network Edge Router will reside in a technical rack dedicated for other agencies equipment.
- 18.5 Separation of Network Equipment and Circuits. WSDOT and Intercity Transit will maintain full physical separation of network equipment (Network Edge Router) and full logical separation of network circuits.
- 18.6 Installation of Intercity Transit Equipment and Onsite Maintenance. Installation of new Intercity Transit equipment in the Data Center will be preapproved by WSDOT. Intercity Transit will schedule and coordinate the installation and maintenance of equipment in the Data Center with WSDOT prior to performing any work. The Service Request Change Process in Attachment D will be used for installation of Intercity Transit equipment in the Data Center that is not described in this Agreement.

19. CHANGE MANAGEMENT

Each party will use its documented change management processes to communicate and control the addition, modification or removal of the hardware, software or staffing that could have an effect on services provided to Intercity Transit. Change management processes will be modified as needed. Parties will exchange change management processes and any changes as needed.

20. TERMINATION

20.1 Termination for Convenience. Either party may terminate this Agreement upon 184 calendar days' or six (6) months prior written notification to the other party. If the Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

20.2 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligation under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20.3 Termination for Other Reasons.

20.3.1 Either party may terminate this Agreement if the other party fails to comply with the Office of the Chief Information Officer Information Technology Security Policy and/or Standards.

20.3.2 Either party may terminate this Agreement in the event that either party's authority to perform its duties is withdrawn, reduced, or limited in any way upon 184-calendar days' or six (6) months written notification to either party.

21. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

22. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

State of Washington
Department of Transportation



Grant Rodeheaver, Director
Information Technology Division

9/10/14
Date

Office of Intercity Transit



Ann Freeman-Manzanares,
General Ganager

9/4/14
Date

ATTACHMENT A

Definitions

Data Center Facilities	A data center is a controlled location used to house computer systems and associated components, such as servers, storage, and routing and switching equipment. Facilities included are redundant and backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices (e.g. card key access, cameras).
Best Effort	Best effort support defines WSDOT's support levels for non-standard service requests or responses to catastrophic failures. In general, WSDOT will provide professional services to the extent possible. Best effort however assumes that the level of support offered is something less than what is guaranteed.
Catastrophic Failure	A catastrophic failure is a sudden and total failure/loss of <ul style="list-style-type: none"> • data center facilities • data center support staff, and • data center support infrastructure systems which immediate recovery is impossible.
Technical Rack	Industry standard 19" 42U rack with front/rear rails and locking doors. Conforms to RETMA/EIA industry standard.

ATTACHMENT B

Notifications

Intercity Transit

<p><u>Contract Notifications</u> Notifications related to this Agreement are to be sent to the Contract Managers listed in Section 11 (Contract Managers).</p> <p>Notifications related to terms and conditions of this agreement are to be sent to Jeff Peterson at jpeterson@intercitytransit.com</p> <p><u>Facilities Notifications</u> Notifications related to facilities, change management, or services are to be sent to Brent Campbell at bcampbell@intercitytransit.com</p> <p><u>Billing Notifications</u> Notifications related to billing are to be sent to Leslie Williamson at lwilliamson@intercitytransit.com</p> <p><u>Intercity Transit Equipment Installation and Onsite Maintenance Notifications</u> Notifications related to Intercity Transit equipment installation and maintenance will be sent to smithca@wsdot.wa.gov</p>

WSDOT

WSDOT Contract Signature Authority:	Grant Rodeheaver, Director Office of Information Technology PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 rodeheg@wsdot.wa.gov
WSDOT Contract / Project Manager:	Cal Smith, IT Data Center Operations Manager Office of Information Technology PO Box 47430 Olympia, WA 98504-7430 (360) 705-7667 SmithCA@wsdot.wa.gov
WSDOT Contract Administrator:	Carol Kirsch, Contracts Administrator Administrative Services Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7547 kirschc@wsdot.wa.gov

ATTACHMENT C

Data Center and Equipment Access

Card Key Access

The following Intercity Transit employees are to allowed card key access to the Data Center:

Brent Campbell – Information Systems Manager
bcampbell@intercitytransit.com
360-705-5807

Laurisa Prince – Network Systems Lead Analyst
lprince@intercitytransit.com
360-705-5869

Greg Calquhoun – Network Systems Analyst
gcalquhoun@intercitytransit.com
360-705-5810

Michael Kochick – Network Systems Analyst
mkochick@intercitytransit.com
360-705-5868

Kathy Miller – IS Technician
kmiller@intercitytransit.com
360-705-5864

Escorted Access

Brent Campbell – Information Systems Manager
bcampbell@intercitytransit.com
360-705-5807

Laurisa Prince – Network Systems Lead Analyst
lprince@intercitytransit.com
360-705-5869

Greg Calquhoun – Network Systems Analyst
gcalquhoun@intercitytransit.com
360-705-5810

Michael Kochick – Network Systems Analyst
mkochick@intercitytransit.com
360-705-5868

Kathy Miller – IS Technician
kmiller@intercitytransit.com
360-705-5864

Intercity Transit Technical Cabinet Keys

Information Technology Operations Center

ITComputerOperations@wsdot.wa.gov

(360) 705-7680

ATTACHMENT D

Service Change Request Process

If services and/or facilities not presently identified in Section 3 of the Agreement are identified and requested by Intercity Transit, the Parties will:

1. Discuss and confirm need for change request.
2. Identify any addition and/or reduction to the SOW or services.
3. Based on the change request estimate, determine the impact on availability of service, budget and schedule.
4. Draft a Service Change Request Form
5. Complete requested work

Service Change Request Form	
<p>In reference to Service Change Request Process defined in Attachment D (Service Change Request Process) of the Interagency Agreement (WSDOT K862) entered into by the Department of Transportation (DOT) and Intercity Transit, both parties hereby certify, by the signature of an authorized representative that this Service Change Request will amend and be fully incorporated into the existing deliverables defined in Section 3 (Statement of Work) and Section 4 (Compensation and Cost).</p>	
Change Request	
<u>Description/Reason</u>	
Change to Statement of Work	
Change to Compensation and Cost	
Original Monthly Cost Value: Change Request Value: New Monthly Cost Value: New One Time Only Cost Value:	
Change Schedule	
Authorization	
<p align="center">WSDOT</p> Name: _____ Title: _____ Signature: _____ Date: _____	<p align="center">Intercity Transit</p> Name: _____ Title: _____ Signature: _____ Date: _____