

Network Interoperability Agreement

This Agreement is made and entered into between the City of Kirkland, hereinafter "Kirkland" and the City of Bellevue, hereinafter "Bellevue," both municipal corporations of the State of Washington, County of King, hereinafter collectively known as "the Parties."

WHEREAS, Bellevue and Kirkland are partners in North East King County Regional Public Safety Communications Agency (NORCOM), the E-Gov Alliance, the Fiber Consortium and other regional initiatives; and

WHEREAS, as part of the provision of services, Kirkland has a data center co-location agreement with Bellevue whereby some of Kirkland's equipment resides at a data center in Bellevue City Hall at 450 110th Ave NE, Bellevue; and

WHEREAS, in order for both parties to achieve their regional objectives, it is necessary for the parties to share network equipment and protocols in order to provide a method of transferring information from one jurisdiction to another; and

WHEREAS it is necessary to have a high level design that specifies in general terms the components of the system and its internal and external interactions; and

WHEREAS, both parties desire to enter into an agreement for the purpose of ensuring that the highest quality services continue to be provided to its respective citizen population; and

WHEREAS, both parties desire to protect the confidentiality, integrity, and availability of their data; and

WHEREAS, each party agrees to cooperate in all practical and available ways so as to enhance the effectiveness of operations, minimize costs, and to maximize the efficient use of the systems;

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows.

Purpose of the Agreement

This Agreement between Bellevue and Kirkland expresses an understanding of the terms, conditions, and responsibilities of the parties for network interoperability which allows systems in one party's network to access systems in the other party's network.

Definitions

Network Interoperability - The network equipment and protocols that provide a method of transferring information from one jurisdiction to another.

Architecture - A high level design that specifies in general terms the components of a system and its internal and external interactions

Domain - A specific defined part of a system that is operated and controlled by a known organizational entity.

Scope of Agreement

In order to facilitate the provisions of services, the parties will create a network interoperability plan detailing the necessary equipment, appropriate architecture and any other requirements for the interoperability of the system.

The respective network systems supervisors or designee have the authority to develop, negotiate and administer the plan on behalf of the parties.

Architecture

The parties have agreed to a logical Interoperability Architecture Plan as outlined in Attachment A. The Interoperability Architecture Plan includes, but is not limited to: equipment, IP address ranges, VLANs and encryption methods. The plan may be amended by mutual agreement of the parties, through email, without modification to this agreement.

Security

The following security requirements are agreed upon by the parties:

1. Applications, data and business process security are the responsibility of their respective owners. Access to applications will be mutually agreed to by the parties, through email, without modification to this agreement.
2. Whichever party owns a given application is responsible for handling authorization, even if employees from both parties are accessing or utilizing that application.
3. Each party is responsible for the integrity of all of their domain and all connections to their domain.
4. Each party is responsible for their own Management controls and education.
5. Physical security – Each party is responsible for ensuring the physical security of servers, workstations, Mobile Data Computers, and networking equipment. Only persons with a legitimate business need should be allowed access to this equipment.
6. Each party is responsible for ensuring that all equipment attached to their respective networks including: servers, workstations, Mobile Data Terminals, and networking equipment, are properly and promptly patched, and that virus protection is in place with regular updates of pattern definition files.

Administration

Each jurisdiction is responsible for administering their network domain.

All property acquired by or owned by a party to carry out the requirements of this Agreement and any other associated duties, shall remain the property of that party. Unless otherwise designated, each party will own and maintain their own equipment.

Contacts for administration of this agreement:

Bellevue

Primary – Jim Rawley, Network Systems Supervisor, 425-452-7197

Secondary – Mark Schwisow, Network and Systems Administrator,
425-452-7110

Kirkland

Primary – Donna Gaw, Network & Operations Manager, 425-587-3080

Secondary – Chuck Saunders, Network Engineer, 425-587-3086

Problem Escalation – Either party may escalate issues, at any point, for any reason. The escalation path is, as follows

Bellevue

1. Contacts listed above
2. Chelo Picardal, Chief Technology Officer, 425-452-6106
3. Rick Berman, Chief Operations Officer, 425-452-2972

Kirkland

1. Contacts listed above
2. Brenda Cooper, Chief Information Officer, 425-587-3081.

General Agreement Provisions

FORCE MAJEURE:

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

INDEMNIFICATION:

- A. Kirkland shall protect, defend, indemnify and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments or award of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue its officers, employees and agents in performing this Agreement.

- B. Bellevue shall protect, defend, indemnify and save harmless Kirkland, its officers, employees and agents from any and all costs, claims, judgments or award of damages, arising out of or in any way resulting from the negligent acts or omissions of Kirkland its officers, employees and agents in performing this Agreement.

NOTIFICATIONS: Written notice to City of Bellevue shall be made to:

Chief Technology Officer
Information Technology Department
City of Bellevue
P.O. Box 90012
Bellevue, Washington 98009-9012

Written notice to Kirkland shall be made to:

Chief Information Officer
Information Technology Department
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

AMENDMENTS: This Agreement constitutes the final and completely integrated agreement between parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. Except as provided under "Architecture" and "Security" above, no modification of this agreement is valid unless in writing and signed by both parties. Either party may request modifications in the scope of permissible activities, terms, or conditions of this Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Agreement. Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: This Agreement will become effective on the last date signed by the parties as evidenced below.

TERMINATION: Either party may terminate this agreement upon 90 days written notice. Upon termination, This Agreement will terminate 5 years from the effective date unless terminated sooner as provided herein. This Agreement may be renewed by the parties by a writing executed prior to the termination date.

CONFIDENTIALITY: Each party hereto (each a "Disclosing Party") agrees to hold in confidence to the extent permissible by law, and not communicate, transmit, publish, disseminate or otherwise disclose any of the information received as a result of having entered into this agreement (collectively,

"Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (a) by each party to its respective employees or agents as may be reasonably necessary in the operation of its business; (b) in connection with any legal or governmental proceeding; (d) to any judicial, governmental or regulatory body as required to be disclosed pursuant to any statute or regulation, or (e) in response to a request for public records under Chapter 42.56 RCW. In the event a party receives a request for copies or review, under Chapter 42.56 RCW, of any Confidential Information which the party concludes must be disclosed, the party agrees to provide notice to the other party that such request has been received. The other party will have 15 days from the date of mailing of the notice to obtain a court order prohibiting the disclosure. Upon expiration of that time period, if no court order prohibiting the disclosure is obtained, the Confidential Information may be disclosed to the requestor.

City of Bellevue

By: Chelo Picardal

Name: Chelo Picardal

Date: 5/26/09

City of Kirkland

By: Donna Gaw

Name: Donna Gaw

Date: 5/19/09

Approved as to form:

Monica A. Pouch
Assistant City Attorney
City of Bellevue