

**NETWORK SERVICES AGREEMENT
2009-2010 CONTRACT YEAR
TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of June, 2009, by and between Olympic Educational Service District 114, hereinafter referred to as "OESD 114", and North Kitsap Fire and Rescue, hereinafter referred to as "NKFR".

WHEREAS, NKFR and OESD 114 under RCW 39.34.080 are empowered to enter into agreements for service programs and interlocal agreements; and,

WHEREAS, NKFR desires to enter into a service agreement with OESD 114;

IT IS HEREBY AGREED that OESD 114 shall receive funds from NKFR and shall expend such funds for the purpose of providing network support services through the Data and Technology Department in accordance with the terms and conditions set forth herein:

1. TERM OF AGREEMENT:

This agreement shall be effective from September 1, 2008 to August 31, 2010 and shall be automatically renewed from year to year thereafter with any subsequent and mutually agreed fee and/or service revisions unless either party gives written notice of its election to terminate the agreement at least ninety days (90) prior to August 31, 2010, or at least ninety days (90) prior to August 31 of any year thereafter, or unless the agreement is terminated in accordance with paragraph 6 herein.

2. NETWORK SUPPORT SERVICES:

During the term of this agreement, OESD 114 agrees, through the Data and Technology Department, to provide technology support services to NKFR as set forth in appendices hereof.

3. COST TO North Kitsap Fire and Rescue:

The annual cost to NKFR for services provided are detailed in the table below. Services provided under Appendix A, Technology Support Services are based on the average number of days per week a technician will be available to NKFR for the period covered by this contract. Electronic mail services provided under Appendix B are based on the number of accounts. Enhanced services provided under Appendix C are itemized in Appendix C. One tenth of the total will be invoiced over the first ten months of the agreement unless the contract total is less than one thousand dollars. If the contract total is less than one thousand dollars, the full amount will be invoiced at the start of the year.

Appendix	Fee Basis	Factor	Total
A. Technology Support Services	\$14,500.00	1 day per week	\$14,500.00
B. Electronic Mail Services	\$40.00	0 accounts	\$0.00
C. Enhanced Support Services	varies	See Appendix C	\$1,500.00
Contract Total			\$16,000.00

4. **PERFORMANCE AND BONDING:**

OESD 114 shall obtain fidelity bonding for employees providing network support services. OESD 114 shall not be liable for inadequate services or errors caused by inaccurate or inadequate input data, programs, software or hardware furnished by NKFR.

5. **DISPUTES:**

Any dispute, claim or grievance arising out of or relating to the interpretation or application of this agreement may be submitted to the NKFR Fire Chief and the superintendent of OESD 114 for resolution.

6. **TERMINATION FOR BREACH:**

If either party fails to comply with the terms and conditions of this agreement, the other party upon thirty (30) days prior written notice to the breaching party may terminate this agreement.

7. **INTERLOCAL AGREEMENT:**

This agreement shall be deemed to be in accordance with the provisions of RCW 39.34.

8. **ASSIGNMENT:**

This agreement may not be assigned by either party without written consent of the parties.

9. **WAIVER AND SEVERABILITY:**

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.

The parties acknowledge that they have read and understand this agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with the mutual consent of the parties.

Olympic Educational Service District 114

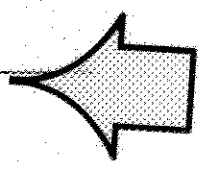
North Kitsap Fire and Rescue

By: [Signature]
Superintendent

Date: 6/19/09

By: [Signature]
Chief

Date: 6/23/09



Appendix A. Technology Support Services 2009-2010 Contract Year

The following technology support services are provided to North Kitsap Fire and Rescue:

1. Support of department network, including
 - Electronic mail support, configuration of staff workstations for access to electronic mail.
 - Wide area network support, including
 - Problem identification and tracking to resolution.
 - Installation support, including network infrastructure project management and assistance.
 - Direct maintenance or coordination of third-party maintenance of department-owned network equipment.
 - Local area network support, including
 - Problem identification and tracking until resolution, including any required third party coordination.
 - Installation support, including network infrastructure project management and design coordination for new installations, facility expansions, moves or redesigns.
 - Traffic monitoring, minor wiring repair and additions.
 - Coordination of third-party maintenance contracts for department-owned network equipment.
 - Consultation, advice and assistance to department on topics related to network operations.
 - Basic server support:
 - Installation, setup and support for Windows and Linux servers providing basic network functions such as web services, FTP, DHCP, DNS and proxy services.
 - Full administrative access to the server is limited to OESD114 Network Services. Most server administration is performed when the technician is on-site, with some tasks being performed remotely via network access.
 - Performance of data backups on servers on days a technician is on-site. Department responsible to provide server upgrades and blank media, if required.
2. Desktop support services, including
 - Installation of computer workstation hardware and peripherals.
 - Installation of operating systems and department-owned software onto computer workstations.
 - Configuration of supported personal computers to function in a network environment.
 - Troubleshooting computer workstation and peripheral equipment problems; documentation of and submission of information for items needing repair.
 - Identification of applications software problems and reporting to appropriate parties if beyond a simple fix.
 - Workstation hardware and software upgrades, as required.
3. Coordination and reporting:
 - Department will designate an individual to be the primary point of contact for communications.
 - Network Services program summary to be reviewed with department twice annually.

Software licenses and equipment acquisition, replacement and maintenance costs are not included.

Appendix B. - Electronic Mail Services 2009-2010 Contract Year

Appendix is not applicable to this contract.

The following enhanced electronic mail services are provided to District:

Enhanced electronic mail services include calendaring and collaboration tools provided by Microsoft Exchange Mail Services.

1. Electronic mail on a centralized OESD 114 server:
 - Provide electronic mail accounts for District staff and faculty on a centralized electronic mail server located at OESD 114.
 - Service includes server and account administration -setups, deletions, password changes.
 - Anti-virus screening of electronic mail messages and administration of anti-virus software is included.
 - Filtering of SPAM messages and administration of anti-spam service is included.

2. Coordination and reporting
 - District will designate an individual to be the primary point of contact for communications.

Appendix C. - Description of Enhanced Support Services 2009-2010 Contract Year

The following enhanced support services are to be provided to the department.

1. Setup, administration and support of one (1) Windows server for \$1,500.00 to function as a Microsoft Exchange E-mail server.

Support includes:

- Installation and configuration of Microsoft Exchange software and Blackberry mobile device software.
- Security maintenance: Anti-virus and operating system updates; application of security patches.
- Maintenance of system documentation.
- Periodic upgrades to the Microsoft Exchange and Blackberry applications software, as released by the software manufacturer.
- Local machine account administration.
- Performance of data backups. District is responsible for providing backup hardware, software, software upgrades and blank media, if required.

District staff may retain access to server for day to day maintenance and administration of E-mail accounts.

Software licenses and equipment acquisition, replacement and maintenance costs are not included.