

INTERAGENCY AGREEMENT

T11-IAA-553

BETWEEN

Washington State Department of Information Services

AND

Washington State Lottery

This Agreement is made and entered into by and between the Washington State Department of Information Services, referred to as DIS, and the Washington State Lottery, referred to as LOT and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to memorialize Agency's consent for the building(s) located at:

- a. 814 4th Ave, Olympia, WA to serve as a Distribution Node.

to service as a node site on the State Metropolitan Optical Network (SMON), constructed as part of the Campus Fiber Network Expansion Project (CFNXP).

Agency owns/rents (select one) the facility. This agreement governs the installation of the SMON node equipment, related network connections and access to the node in Agency's facility by DIS and/or its vendor representative(s).

2. STATEMENT OF WORK

DIS proposes to install all networking electronics, fiber optics cable termination, power receptacles and racked mounted UPS' (where required) equipment within one (1) enclosed and locked data cabinet. This single cabinet is defined as a self-contained node.

The LOT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

The LOT shall provide DIS with space and power within the facility's telecommunications room for DIS owned Campus Fiber Network equipment. This shall include:

Node Space Requirements

As specified in Exhibit A of this agreement.

Equipment Power Requirements

As specified in Exhibit A of this agreement.

Network Facilities Requirements

Allow the installation of vendor provided fiber optic cables as specified in Exhibit A of this agreement.

Site Access

Agency shall, without prior notice, allow DIS direct access to the telecommunications room occupied by the SMON node for the purposes of troubleshooting and service turn-up during normal business hour of 8:00 am to 5:00 pm, Monday through Friday.

In the event of an emergency, the Agency shall provide DIS afterhours access from 5:01 pm to 7:59 am, Monday through Sunday in accordance with the agency callout contact list, or provide DIS direct security access.

Prior to acquiring site access, DIS shall provide to Agency the names of all DIS employees who will access Agency buildings. Agency will require the DIS employees to complete Agency background check forms and will complete a criminal background investigation of DIS employees. A satisfactory background investigation must be completed for DIS employees to achieve site access.

Physical Security

The telecommunications room must remain locked at all times. The Agency shall not allow any non-DIS individuals access to the cabinet.

Business/Emergency Contacts

Agency shall report all business and environmental related issues/concerns related to the SMON node to the DIS Service Desk at (360) 754-2454.

Agency shall provide as part of the agreement, the Agency contact list and escalation procedures as Exhibit B of this agreement.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on February 01, 2011, and be completed on January 31, 2031, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

Agency shall provide DIS one (1) year advance notice, in writing, prior to vacating the facility. If a leased facility, Agency's current lease expires September 30, 2012.

4. COMPENSATION

This is a non-financial Agreement. In no event shall the agency seek on-going compensation for hosting a SMON node within their facility.

All costs such as power, cables, cable trays, conduit installation and/or physical security hardware required for the SMON node are the responsibility of DIS.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. 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.

7. 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.

8. CONTRACT MANAGEMENT

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

The Contract Manager for <i>(e.g., State Agency abbreviation, etc.)</i> is:	The Contract Manager for (State Agency Abbreviation) is:
<p><u>Doug Haffie, Contracts Attorney</u> <i>(Contract Manager's Name & Title)</i></p> <p><u>Department of Information Services</u> <i>(State Agency's Name)</i></p> <p><u>1110 Jefferson St. S.E.</u> <i>(Contract Manager's Address)</i></p> <p><u>Olympia WA 98504-2445</u> <i>(Contract Manager's Address)</i></p> <p>Phone: <u>(360) 902-3510</u> FAX: <u>(360) 586-1414</u> E-Mail: <u>dough@dis.wa.gov</u></p>	<p><u>Terry Rudeen</u> <i>(Contract Manager's Name & Title)</i></p> <p><u>Washington State Lottery</u> <i>(State Agency's Name)</i></p> <p><u>PO Box 43045</u> <i>(Contract Manager's Address)</i></p> <p><u>Olympia WA 98504</u> <i>(Contract Manager's Address)</i></p> <p>Phone: <u>(360) 664-4708</u> FAX: <u>(360) 753-2602</u> E-Mail: <u>trudeen@walottery.com</u></p>

9. 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 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.

10. 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.

11. 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.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations;
- b. Exhibits and Appendices (if any); and
- c. Any other provisions of the agreement, including materials incorporated by reference.

13. 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 omission of any person, agency, firm, or corporation not a part to this Agreement.

14. TREATMENT OF ASSETS

Title to all property furnished by DIS shall remain with DIS.

15. SEVERABILITY

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

16. SITE SECURITY

While on Agency premises, DIS, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

17. 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 deemed to be a waiver of any subsequent default or breach. Any waiver 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.

18. ALL WRITINGS CONTAINED HEREIN

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

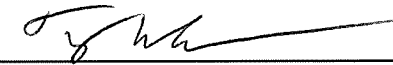
State of Washington
Department of Information Services
(State Agency Name)


(Signature) 4/11/11
(Date)

MICHAEL MARTEL
(Print Name)

ASSISTANT DIRECTOR
(Title)

State of Washington
Washington State Lottery
(State Agency Name)


(Signature) 3/29/2011
(Date)

Terry Rudeon
(Print Name)

Director of Information Services
(Title)

APPROVED AS TO FORM ONLY

Approval on File
Office of the Attorney General (Date)

Exhibit A

Node Site Requirements

Physical Cabinet Dimensions: 32"w x 30"d x 84"h

Cabinet Footprint Clearance: 24" front and 24" back

Core/Distribution Node Power: Quantity: 2
Type: 120VAC/30 amp
Receptacle: NEMA L5-30R Twist Lock
Conduit: Flex into cabinet per drawing

Grounding: #6 AWG stranded cable to earth ground bus

Cooling: No Special Requirements -Standard Comm Room Air Flow

Fiber Cable Access:

1. SMON Ring Fiber: 1-2 SMF cables (may already exist)
2. Aggregation Fiber: 1 SMF cable (outside termination)

CFN-XP CABINET RECEPTICAL LOCATION

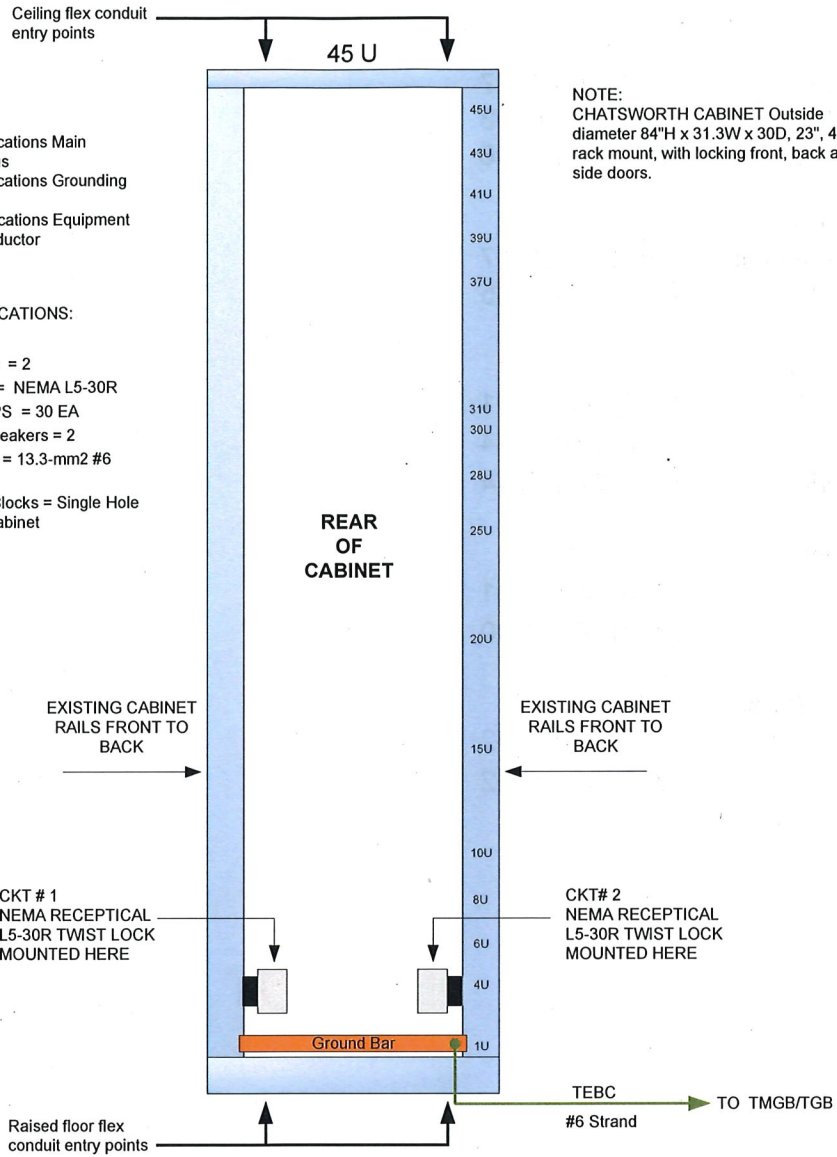
LEGEND:

- TMGB = Telecommunications Main Grounding Bus
- TGB = Telecommunications Grounding Bus
- TEBC = Telecommunications Equipment Bonding Conductor

ELECTRICAL SPECIFICATIONS:

- Vac = 120
- Number of Circuits = 2
- Receptacle Type = NEMA L5-30R
- Fuse/Breaker AMPS = 30 EA
- Number of Fuse/breakers = 2
- Ground Conductor = 13.3-mm2 #6 AWG Stranded
- Ground Terminal Blocks = Single Hole Center Rear of Cabinet

NOTE:
 CHATSWORTH CABINET Outside diameter 84"H x 31.3W x 30D, 23", 45RU rack mount, with locking front, back and side doors.



DESCRIPTION CABINET ELECTRICAL CKT RECEPTICAL LOCATION	FULL FILENAME VISIODOCUMENT	ENGINEER <i>Ron Allotta</i>
BUILDING NAME ALL CFN-XP NODES	SCALE NONE	DOCUMENT NUMBER 1A
		DATE March 22, 2010

"All or part of this document is exempt from public disclosure." Every effort must be made to control access to this document and the information contained within it. Immediately refer all requests for public disclosure of any part of this document to: publicdisclosure@dls.vt.gov

Exhibit B

Agency Contact and Escalation List

Jim Jensen

- Home (360) 493-1657
- Cell (360) 480-6003
- Work (360) 664-4708

Aaron Mason

- Home/Cell (360) 280-1717
- Work (360) 664-4745

Derek Poppe

- Home (253) 548-4991
- Cell (360) 239-7254
- Work (360) 664-4744

Bruce Eisentrout

- Cell (360) 951-2881
- Work (360) 664-4790

Len Brudvik (Last Resort)

- Cell (360) 239-7252
- Work (360) 664-4742

Amendment 12-01
to
Contract Number T11-IAA-553
for
Campus Fiber Network Node Site IAA

In accordance with Provision 5 (*Amendment*) and Provision 6 (*Assignment*) of Contract Number T11-IAA-553 ("**Contract**"), this Amendment 12-01 is entered into by and between the Washington State Lottery ("**Obligor**"), The Department of Information Services ("**Assignor**"), and Consolidated Technology Services ("**Assignee**").

The purpose of this Amendment is confirm the assignment and delegation to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor's duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.

All other provisions of Contract Number T11-IAA-553, including previous amendments, if any, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.

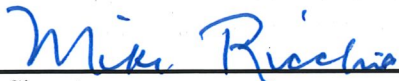
This Amendment 12-01 shall be effective as of the date signed by DIS.

Approved

State of Washington,
Department of Information Services

Approved

Washington State Lottery/ Obligor



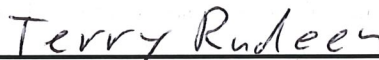
Signature



Signature



Print or Type Name



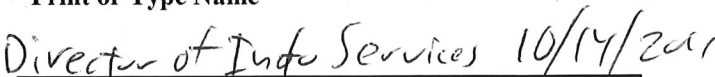
Print or Type Name



Title



Date



Title

Date

Schedule A

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Washington State Lottery (“**Obligor**”), The Department of Information Services (“**Assignor**”), and Consolidated Technology Services (“**Assignee**”) for the purpose of all contracts listed in Appendix A.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management;

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, Consolidated Technology Services.

WHEREAS, Department of Information Services is assigning its rights and duties under the contracts listed in Appendix A to Consolidated Technology Services.

Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under the Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.
2. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.
3. Obligor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Agreement becomes entitled to all of Assignor's rights, titles, and interests in and to the Contract(s) listed in Appendix A as if Assignee were the original party to the Contract.
4. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.
5. The parties hereby agree to delete all references to Department of Information Service in the Contract(s) listed in Appendix A and replace them with Consolidated Technology Services.

This Assignment shall be effective as of October 1, 2011.

Approved

State of Washington
Department of Information Services
Assignor

Christy Ridout

Signature

Christy Ridout

Print or Type Name

Deputy Director

Title

10/27/11

Date

Approved

State of Washington
Consolidated Technology Services
Assignor

Mike Rucchio

Signature

Mike Rucchio

Print or Type Name

DIRECTOR

Title

10/31/11

Date

Approved

Washington State Lottery
Obligor

Terry Rudeen

Signature

Terry Rudeen

Print or Type Name

Director of Info Services 10/14/2011

Title

Date

Appendix A

This Assignment applies to the following contracts:

Contract Number & Assignment Clause Number

1. T11-IAA-553 Assignment Clause Number 6