

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-491

APPROVAL OF CONTRACT BETWEEN THE RESEARCH FOUNDATION OF CUNY
AND SNOHOMISH COUNTY FOR DEVELOPMENT SUPPORT IN THE LAUNCHING OF
A CRIMINAL JUSTICE DATA DASHBOARD

WHEREAS, the Snohomish County Prosecuting Attorney' Office (PAO) seeks to develop and launch a Criminal Justice Data Dashboard to provide a central reservoir of information for citizens and colleagues to access real-time and historical data regarding the County's criminal justice efforts; and

WHEREAS, the PAO has been working with the County's Information Technology Department, Microsoft, and the CUNY Institute for State and Local Governance (ISLG), for two years designing and developing the dashboard; and

WHEREAS, the project has reached a point at which the PAO anticipates the launching of the dashboard in late 2023; and

WHEREAS, the Tulalip Tribes awarded a grant of \$75,000.00 to the PAO to facilitate public involvement and outreach in support of the dashboard launch; and

WHEREAS, the PAO seeks the expertise of the ISLG in analytic and communications support in the development and launch of the dashboard; and

WHEREAS, the PAO maintains a Community Impact Fund (Fund 100) intended to be used for investments and projects benefiting the wider community within Snohomish County, and the PAO intends to use funding from its Community Impact Fund (Fund 100) for ISLG services;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached Contract with the Research Foundation of CUNY, on behalf of CUNY ISLG, for the implementation of a Criminal Justice Data Dashboard for Snohomish County, Washington, not to exceed \$75,000.00 from September 1, 2023, through August 31, 2024.


DATED this 21st day of November, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

CONSULTANT: The Research Foundation of CUNY, on behalf of CUNY Institute for State and Local Governance

CONTACT PERSON: Benjamin Estep

ADDRESS: 10 East 34th Street, 5 fl.
New York, NY 10016

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 13-1988190

TELEPHONE/FAX NUMBER: 646-664-3492

COUNTY DEPT: Prosecuting Attorney

DEPT. CONTACT PERSON: Jason Cummings

TELEPHONE/FAX NUMBER: 425-388 3330

PROJECT: Support/Communications for Data Dashboard

AMOUNT: Not to exceed \$75,000.00

FUND SOURCE: 100 50731519 4101 Prof. Services

CONTRACT DURATION: Effective Date through twelve (12) months
from Effective Date: September 1, 2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and the Research Foundation of CUNY, a not-for-profit entity pursuant to the laws of the State of New York, on behalf of CUNY Institute for State and Local Governance (the “Contractor” or “Consultant”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is analytic and communications support in the development of a criminal justice data dashboard. The scope of services is as defined in **Schedule A** attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County as described in Schedule A.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution (the "Effective Date") and shall terminate twelve (12) months from Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to one (1) additional year, if mutually agreed on by the County and Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement within twelve (12) months of the Effective Date, PROVIDED, HOWEVER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the Effective Date, this Agreement shall govern services provided from September 1, 2023.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in **Schedule B**, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice upon the completion of Milestones as set forth in Exhibit B indicating that the work for the Milestone has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment

process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐ No ☒

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$75,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and

all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. Notwithstanding the foregoing, Contractor retains the right to produce and publish materials, including public reports, press releases, blog posts and fact sheets about its work under this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jason Cummings
Title: Prosecuting Attorney
Department: Office of the Prosecuting Attorney
Telephone: (425) 388-3333
Email: Jason.Cummings@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the deliverables, as listed in Schedule A, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of six (6) years after completion of this Agreement by the Contractor. With advance notice, the County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the

services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy,

and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For

breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services

and corresponding reimbursable costs, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. Either party may terminate this Agreement upon fifteen (15) business days' written notice to the other party for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable costs, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Prosecuting Attorney's Office
3000 Rockefeller Ave., M/S 504
Everett, Washington 98201
Attention: Jason Cummings
Prosecuting Attorney

If to the Contractor: CUNY Institute for State and Local Governance
10 East 34th St. 5th Floor
New York, NY 10016
Attention: Monica San Juan
monica.sanjuan@islg.cuny.edu

With a copy to: Office of Legal Affairs
The Research Foundation of CUNY
230 West 41st St

New York, 10036-7207

LegalAffairs@rfcunyny.org

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement

shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

RESEARCH FOUNDATION OF CUNY
ON BEHALF OF CUNY ISLG:

County Executive

Date _____

DocuSigned by:

E817BC8195864C5
Matthew Drost

Chief Counsel

Date 10-26-2023 _____

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.10.30 10:01:33 -07'00'

Risk Management

Date

Approved as to form only:

Deputy Prosecuting Attorney

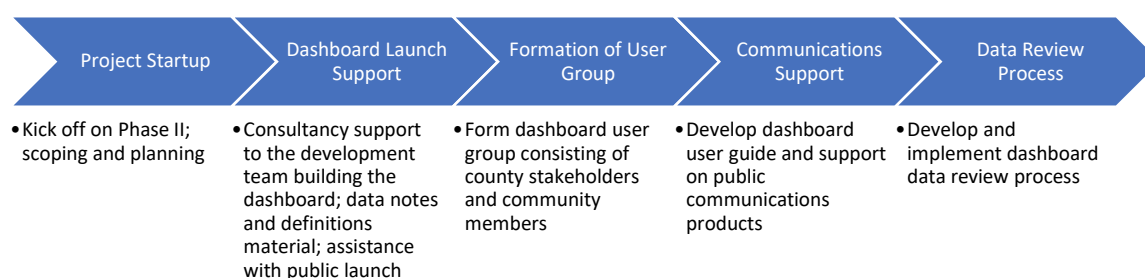
Date

Schedule A

Scope of Work

Project Summary

Project activities are described below, beginning with an overview timeline (blue indicating ongoing work, grey indicating future activities), followed by narrative descriptions of milestones and deliverables.



Narrative Description of Milestones and Deliverables

Milestone 1: Project Start-up

- *Description:* During this period, Contractor's work will relate to project start-up activities, including involvement in planning, participation in check-in meetings, availability for questions and answers from project team, etc.
- *Deliverable:* Scope of work (as described here), in addition to availability of Contractor, as described above.

Milestone 2:

Part A--Dashboard launch support

- *Description:* At County request, Contractor will provide feedback to County IT regarding the launch of the data dashboard, including design, usability, and appearance.
- *Deliverable:* Consultancy and support related to dashboard development period and public launch.

- Note that the dashboard launch is expected to occur by June 30, 2023. In the event that the dashboard launch is delayed, Contractor and County shall mutually agree on a revised timeline for the remaining activities and deliverables.

Part B--Formation of User Group

- *Description:* Contractor will work with the Snohomish County Prosecuting Attorney's Office, and other County-selected law and justice community partners, to establish and support a Dashboard User Group ("User Group") aimed at encouraging engagement of system partners and the public with the criminal justice data dashboard. County shall provide Contractor with information about County-selected law and justice community partners and conduct initial outreach. ISLG will engage community partners and establish the User Group. Contractor shall instruct the User Group concerning how to understand the data dashboard and the data that it presents, including data concerning race and ethnicity. Contractor shall also work with the Prosecuting Attorney and designees to use the dashboard to facilitate data-informed decision-making and to increase data transparency and accountability in communication with the public. .
- *Deliverable:* Establishment of a User Group comprised of both criminal legal system partners and community partners, together with a statement of purpose outlining the group's role and function.

Milestone 3: Data review process

- *Description:* Contractor will meet with the Prosecuting Attorney or designees to develop a process for regularly reviewing data trends (including quality assurance), identifying areas for further research, applying information gleaned to decision-making and policy, and disseminating information to the public. Contractor will meet with the User Group to review the data dashboard and solicit feedback for refinements and priorities for expansion in response to internal and external user feedback. Contractor will present User Group feedback to the Prosecuting Attorney or designees and shall establish a regular process for review to create sustainability of data review.
- *Deliverable:* Development and documentation of a process for regular data review, identification and discussion of findings, and integration of feedback.

Milestone 3: Communications support

- *Description:* With the public launch of the dashboard, Contractor will assist the Prosecuting Attorney or designees with communications support, outreach, and guidance on understanding and using measures towards improving system functioning, understanding and addressing racial and ethnic disparities, and building data transparency.
- *Deliverable:* Materials to support understanding, communication, and dissemination of dashboard insights, including template documents for use in sharing findings with the public, press releases, or other forms of assistance as identified by the Prosecuting Attorney or designees.

Schedule B
Compensation

As outlined in Section 3 of this Agreement, Contractor, shall submit to Snohomish County a properly executed invoice indicating the work performed and the amount due from the County based on the Milestone completed. Contractor shall clearly state the status of each milestone in its invoice. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Dashboard Launch is expected to occur within 12 months of Effective Date. In the event that the Dashboard Launch is delayed, Contractor and County shall mutually agree on a revised timeline for the remaining activities and deliverables.

Milestone	Invoice Amount (Not to Exceed Cost)	Due Date
Milestone 1: Project start-up Deliverable: Scope of work	\$6,000.00	Within 30 days of Effective Date
Milestone 2: Part A—Dashboard launch support Deliverable: Assistance with public launch of dashboard (Dashboard Launch), including advice and support on data visualization, design, and development of data notes and definitions material.	\$10,000.00	Part A: Within 90 days of Effective Date
Part B—Formation of User Group Deliverable: Group membership list and statement of purpose	\$13,000.00	Part B: Within 180 days of Dashboard Launch
Milestone 3: Communications support Deliverable: Launch materials (announcement/press release) and dashboard user guide	\$23,000.00	By Within 210 days of Dashboard Launch

Milestone 4: Data review process Deliverable: Framework document (drafted in consultation with the User Group) describing dashboard data review process	\$23,000.00	Within 280 days of Dashboard Launch
TOTAL COST (Not to Exceed)	\$75,000.00	