

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 / viggo.forde@snoco.org

PUBLIC AGENCY: Snohomish County 911

AGENCY CONTACT PERSON: Marlin Herolaga, Director of Information Technology

ADDRESS: 1121 SE Everett Mall Way #200
Everett, WA 98208

TELEPHONE/EMAIL: (425) 407-3925 / (425) 407-3911
mherolaga@sno911.org

PROJECT: Information Technology Services

AMOUNT: As specified in Work Orders
Not to exceed \$50,000 for the five (5) year life
of the Agreement

FUND SOURCE: Snohomish County 911

CONTRACT DURATION: September 14, 2021 through
September 13, 2026

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY 911 AND SNOHOMISH
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCIT") and Snohomish County 911, a Washington miscellaneous and mutual corporation, for the purpose of SCIT providing information technology services to Snohomish County 911.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS Snohomish County 911 is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Snohomish County 911 requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software;

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Snohomish County 911 agree as follows:

1. Scope of Information Technology Services:
 - a. The County will provide information technology goods and information processing services according to Work Order (WO). Each WO shall be executed by the County Executive, or his designee, and an authorized agent for Snohomish County 911, and subject to the general terms and conditions of this Agreement. Each WO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:
 - A. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Snohomish County 911; Providing ISP (Internet Service Provider) services, and
 - B. Administration of yet to be identified centralized support systems and services for Snohomish County 911; where they generally promote more efficient management and utilization of such services, and
2. Contract Maximum. All Work Orders executed under this ILA shall not exceed an aggregate total of \$50,000.
3. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO SNOHOMISH COUNTY 911 BY THE COUNTY ARE FURNISHED ON AN “AS IS” BASIS WITH NO

REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN A WO FOR SERVICE.

Title to all property furnished by the County shall remain in the County. Title to all property purchased by Snohomish County 911 for which Snohomish County 911 is not reimbursed by the County shall remain in Snohomish County 911. Title to all property purchased by Snohomish County 911 for which Snohomish County 911 is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant WO or this Agreement.

Any property of the County furnished to Snohomish County 911 shall, unless otherwise provided in this contract, or approved by the County, be used only for the performance of this Agreement or a WO. Snohomish County 911 shall be responsible for any loss or damage to County property that County furnishes to Snohomish County 911.

If County property is lost, destroyed, or damaged, Snohomish County 911 shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

4. Surrender of Property. Snohomish County 911 shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Snohomish County 911 all property of Snohomish County 911 upon completion, termination, or cancellation of this Agreement.
5. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
6. Compensation: Snohomish County 911 may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated WO developed from initial estimates or quotations.

Snohomish County 911 will pay County for services provided hereunder and as set out in WOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect

on the date of execution of this Agreement, unless the specific quotation described in the WO provides otherwise. Unless the WO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the County and shall be effective ninety (90) days after written notice of change is provided to the Snohomish County 911, by email or postage paid in the US mail.

The County will submit an invoice or advice of charge to Snohomish County 911 annually for the service fees, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by Snohomish County 911 and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to WOs with balances more than ninety (90) days past due is cause for the termination of a WO. Amounts disputed by Snohomish County 911 under Section 8 of this Agreement are not subject to late payment charges.

7. Obligations of Snohomish County 911 are as follows: As to all new Snohomish County 911 acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Snohomish County 911 shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Snohomish County 911 shall make payment to County of all submitted invoices or advices of charge pursuant to Section 6 of this Agreement.

8. Mutual Covenants: Snohomish County 911 will promptly notify the County in writing of issues regarding invoices, or of services which Snohomish County 911 believes do not conform with the agreed upon terms of this Agreement and/or WO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/or any applicable WO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity

covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Snohomish County 911.

9. County Review and Approval: Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject Snohomish County 911's systems and services as listed in the WO. The County will not invoice Snohomish County 911 until the County has accepted service and/or system delivery responsibility. Snohomish County 911 is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Snohomish County 911 shall keep all records required by this Agreement in accordance with statutory archival requirements.
11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 12 of this Agreement, Snohomish County 911 shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Snohomish County 911's performance of this Agreement, including claims by Snohomish County 911's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Snohomish County 911, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Snohomish County 911, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Snohomish County 911 and County, including claims by Snohomish County 911's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Snohomish County 911 and the

County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Limitation of Liability: In no event will County or Snohomish County 911 be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Snohomish County 911 under this Agreement or any WO hereunder, even if the County or Snohomish County 911 has been advised of the possibility of such damages.
13. Insurance: Snohomish County 911 shall maintain in full force and effect throughout the term of this Agreement, a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, Snohomish County 911 may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW, which shall provide liability coverage for the liabilities contractually assumed by Snohomish County 911 in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any work, Snohomish County 911 shall furnish SCIT, upon request, with a Certificate of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverages and limits are in full force and effect.

The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by Snohomish County 911 under this Agreement.

Snohomish County 911 shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.


14. Compliance with Laws: The County and Snohomish County 911 shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Snohomish County 911 will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services.
15. Non-assignment: The County and Snohomish County 911 shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
16. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or WO and the text of this Agreement, the text of this Agreement shall prevail.

17. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Snohomish County 911 as needed over a five (5) year term. WOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
19. 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.
20. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
21. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”
SNOHOMISH COUNTY

SNOHOMISH COUNTY 911

By: _____
County Executive Date

By: 
Title: Executive Director Date 8/26/21

Approved as to Form Only by Deputy
Prosecuting Attorney on (Date)

Snohomish County 911 Attorney Date

Approved as to indemnification provisions:

Risk Management Date