

**INTERLOCAL AGREEMENT
FOR USE OF INTERNET-BASED
NOTIFICATION SYSTEM**

SECTION 1: GENERAL CONDITIONS

1.1 Parties. This Agreement is made by and between the Snohomish County, political subdivision of the State of Washington, through its Department of Emergency Management, herein referred to as "DEM," and the City of Arlington, a municipal corporation of the State of Washington (hereinafter referred to as "City").

1.2 Purpose. The purpose of this Agreement is to specify certain terms and conditions which will allow the City to utilize internet-based notification services through DEM. DEM has separately contracted with Idaho Internet Associates, Inc. d/b/a MyStateUSA (MystateUSA) for use of an internet based notification system that provides a platform for civilian authorities to integrate and rapidly alert/inform response agencies and the public of emergent situations and critical public safety information. A copy of the "Agreement for Use of Web Technology, Server Hosting, Technical Support, Training and Related Services" between Snohomish County and MyStateUSA, herein referred to as the "MyState Contract," is attached hereto as Exhibit A and incorporated herein by this reference.

1.3 Description of System. MyStateUSA allows authorized users to maintain large contact databases. These databases can be contacted via email (multiple addresses), text to voice (to cellular and land-line phones), text message (to capable cellular phones and pagers), and fax. All of these features are at no charge except the text to voice feature. MyStateUSA charges \$0.16 cents per number called for use of the text to voice feature. The System will operate on any Internet web-browsing compatible computer utilizing dial-up or high speed connectivity.

1.4 Term. This Agreement shall commence upon execution by the parties and shall expire December 31, 2011 unless extended in one year increments in written amendments executed in accordance with Section 1.6.

1.5 Termination. Either party may terminate this Agreement for any reason prior to its expiration upon sixty (60) days prior written notice to the other party.

1.6 Amendments. This Agreement may be amended only upon written agreement of the parties executed in the same manner as provided by law for the execution of this Agreement.

SECTION 2: DUTIES OF THE PARTIES

2.1 DEM's Duties. DEM agrees to the following:

- a.) Work directly with MyStateUSA and maintain the operating license and pay applicable fees to MyStateUSA as required for operation of the System.
- b.) Notify The City of any updates or changes to System.
- c.) Pay MyStateUSA for the yearly maintenance contract for the System.
- d.) Provide training and guidance with setting up contact databases and general use of the System.

2.2 THE CITY's Duties. The City agrees to the following:

- a.) In utilizing the System, the City shall be bound by and shall comply with all provisions of the MyState Contract.
- b.) If the text to voice feature is activated and utilized by the City under the SNOCO-DEM License, the City will reimburse DEM \$0.16 for each number called.
- c.) The City will inform DEM of any performance issues, so DEM can notify MyStateUSA to get the issues resolved.
- d.) If the City wishes to establish its own domain under the SNOCO-DEM License, the City shall pay MyStateUSA an initial fee of \$500.00 and an additional annual fee of \$100.00 thereafter. The City will also be obligated to reimburse DEM \$0.16 for each number called if the text to voice feature is used.

SECTION 3: MISCELLANEOUS

3.1 Individuals receiving text messages through the City use of the System may incur a text message charge, depending on their servicing cellular plan. DEM shall not be responsible for any such charges.

3.2 Notices shall be provided to a party at the addresses set forth below which may be changed, from time to time, by written notice.

THE CITY:

ATTN: City Administrator
City of Arlington
238 North Olympic
Arlington, WA 98233

DEM:

ATTN: Director of Emergency Management
Snohomish County
3509 109th St. SW
Everett, WA 98204

3.3 Indemnification And Hold Harmless. Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this Agreement.

3.4 Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

3.5 Nonassignment. The City shall not subcontract or assign any of its rights, duties or obligations under this Agreement without the prior express written consent of DEM.

3.6 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

3.7 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.

3.8 Liability; No Third Party Beneficiaries. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

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

3.10 Ratification. Acts taken in conformity with this Agreement but prior to its execution are hereby ratified and confirmed.

3.11 Recording. This Agreement shall be recorded by DEM with the Snohomish County Auditor.

Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement this ____ day of _____, 2009.

SNOHOMISH COUNTY:

CITY OF ARLINGTON:

County Executive

City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney