

INTERLOCAL AGREEMENT BETWEEN THE CITY OF YAKIMA AND YAKIMA COUNTY
FOR INSTALLATION AND JOINT USE OF A MASS NOTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Yakima, (hereinafter "City"), a municipal corporation, and Yakima County, Washington (hereafter "County"), a political subdivision of the State of Washington, pursuant to RCW 39.34. The City and the County may be collectively referred to herein as "the Parties".

WHEREAS, the need exists for a mechanism to provide timely notification and direction to the community in the event of a large-scale emergency; and,

WHEREAS, Mass Notification Systems (MNS) serves the dual function of providing pertinent emergency information to the community via multimodal delivery methods, and providing a critical communication link for information sharing among key agency personnel; and,

WHEREAS, through a comprehensive evaluation and Request For Proposal (RFP), the County and City have determined the MNS package offered by Everbridge Inc. provides the most appropriate balance of functionality and economy to meet the needs of the region; and,

WHEREAS, it is in the best interest of the citizens for the City and the County to collaborate on a single MNS, yet allowing both jurisdictions the ability to operate the system jointly or independently as the situation dictates; and,

WHEREAS, the County will serve as the host agency and the City will make annual pass-through payments, based upon a per capita formula, to Everbridge Inc. through the County.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the Parties' cooperative participation in County-wide mass notification services to be provided to the County by Everbridge, Inc. under separate agreement in accordance with the specific terms and conditions set forth in said Everbridge, Inc. Agreement, attached hereto and incorporated herein as Exhibit A to this Interlocal Agreement: it is also the purpose of this Interlocal Agreement to define the individual responsibilities and expectations of the Parties hereto with regard to cost sharing, liability allocation and other specific matters related to this Interlocal Agreement.
2. **Duration.** This Agreement shall become effective on the date of execution by the City and County and shall continue for a term of five (5) years, terminating on the same date as the Everbridge Agreement with the County expires, unless mutually renewed, terminated early or replaced by a subsequent agreement between the Parties.
3. **Project Design and Construction.** The County shall be responsible for the installation and operation of the Mass Notification System software in accordance with the underlying Agreement between the County and Everbridge. The City shall be entitled to receive connection to the System to permit the City to enjoy the same level of emergency notification accessibility as the County is able to receive. The County shall obtain or cause to be obtained

and maintained in effect, all necessary permits, licenses and other governmental approvals that are required in connection with authorizing and receiving the Mass Notification services provided by Everbridge through the underlying service agreement.

4. Project Budget and Funding.

4.1 Everbridge Service Budget. The capital budget for the services to be provided to the City and County under the Everbridge Agreement are set forth in the invoice from Everbridge, attached hereto and made a part of this Interlocal Agreement as Exhibit B. Total service costs, including one-time first year implementation and set-up fees, are Fifty Two Thousand Fifty Dollars and Fifteen Cents. (\$52,050.15). Annual fees thereafter, for a period of four additional years, are Forty Nine Thousand Three Hundred Forty Seven Dollars and Sixty-five Cents (\$49,347.65) per year. These fees shall be shared between the City and the County as hereafter specifically provided below.

4.2 County Funding. The County will pay for a portion of the notification services towards the total annual costs of Everbridge services set forth above. For the first year, the County will pay Forty Thousand dollars. After the first year, the County will pay a proportionate amount of the cost based upon the population of Yakima County, not including the population of the City of Yakima. This amount, based upon 4/1/15 OFM population figures (156,750 – County, 93,220 – City), would be Sixty-Three percent (63%) of the annual cost, or Thirty-One Thousand, Eighty-Nine Dollars and Two Cents.

4.3 City Funding. The City will be responsible to pay to the County, for direct pass-through to Everbridge, the balance of the annual service fees owing to Everbridge under the Service Agreement that are not covered by the County's first year obligation identified in paragraph 4.2, above. For the first year, the City's obligation will be $\$52,050.15 - \$40,000.00 = \$12,050.15$, payable upon invoice from the County for pass-through to Everbridge to fully satisfy the annual service obligation for Mass Notification service. For years two through five, the City will pay its proportionate share of the yearly cost based upon its share of population within the County. This amount, based upon 4/1/15 OFM population figures (156,750 – County, 93,220 – City), would be Thirty-Seven (37%) of the annual cost, or Eighteen Thousand, Two Hundred Fifty Eight Dollars and Sixty-Three cents.

4.4 The City and County will also share any incidental costs of the mass notification system using the same calculation based upon each party's proportionate share of populations within Yakima County. Notwithstanding the above, each party reserves the right to review and separately approve claims for payment of incidental costs, and the parties may modify the sharing calculation to more accurately reflect the percentage of benefit received by each party through performance of the service that forms the basis for the incidental charge(s).

4.5 Repayment Schedule. The City's financial obligation identified in paragraph 4.3, above shall be payable within thirty (30) days of receiving an invoice for payment due from the County for each annual payment obligation. The County shall submit an invoice to the City in August of each of the five (5) service contract years coinciding with Everbridge Inc. invoicing the County.

5. No Third Party Rights. This Agreement is entered into for the sole benefit of the City and the County. It shall confer no benefits or rights, direct or indirect, on any third parties. No person

or entity other than the City and the County may rely upon or enforce any provision of this Agreement.

6. Indemnification and Hold Harmless.

6.1 Each party hereto agrees to be responsible for and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions and those of its officers, agents, or employees to the fullest extent allowed by law.

6.2 No party shall be required to indemnify, defend or save harmless the other party if a claim, suit or action for injuries, death or damages is caused by the sole negligence of the other party. For such claims, suits or actions resulting from concurrent negligence of the parties the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this sub-paragraph extends to any harm, demand and/or cause of action brought on by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW, only to the extent necessary to indemnify the other party.

6.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

6.4 Nothing contained in this Section or this Agreement shall create a liability or a right of indemnification in any third party.

7. Integration. This Agreement contains all of the terms and conditions agreed on by the parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement, are deemed to exist or to bind either of the parties.

8. Modifications. The parties may modify this Agreement but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both parties.

9. Severability.

9.1 If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.

9.2 If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which is in conflict shall be deemed inoperative and null and void insofar as it conflicts, and shall be deemed modified to conform to such statutory provision.

10. Waiver. The waiver by either party of any term or condition of this Agreement shall not operate in any way as a waiver of any other condition, obligation or term or prevent either party from enforcing such provision.

11. Survival. Any provision of this Agreement which imposes an obligation after expiration or

termination of this Agreement shall survive the expiration or termination and shall bind the parties.

12. **Notices.** Unless otherwise stated herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO: CITY OF YAKIMA
City Manager
City of Yakima
129 North Second Street
Yakima, WA 98901

TO: YAKIMA COUNTY
Board of County Commissioners
128 North Second Street
Yakima, WA 98901

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

14. **Compliance with Law.** All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

15. **Filing.** Copies of this Agreement shall be listed by subject on each Party's web site, pursuant to RCW 39.34.040, and with the Yakima City Clerk.

Executed by the parties, this _____ day of _____ 2015.

ATTEST:

City Clerk

CITY OF YAKIMA

By: _____
Tony O'Rourke, City Manager

City Contract No.: _____

Resolution No.: _____

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

Approved as to form:

Don Anderson
Chief Civil Deputy Prosecuting Attorney

ATTEST:

Tiera L. Girard,
Clerk of the Board