

**INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH SCHOOL DISTRICT AND
SNOHOMISH COUNTY FIRE DISTRICT NO. 4 FOR
INFORMATION TECHNOLOGY SERVICES**

This **INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES** (the "Agreement") is made and entered into by and between the **SNOHOMISH SCHOOL DISTRICT NO. 201 ("SSD")** and **SNOHOMISH COUNTY FIRE DISTRICT NO. 4 ("District 4")** (collectively referred to hereinafter as the "Parties," and individually as a "Party").

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between government agencies; and

WHEREAS, District 4 requires information technology services, which may include connections to SNO911 and the internet; and

WHEREAS, SSD agrees to provide the information technology services as more specifically described herein, in return for services provided by District 4 to SSD, as identified herein.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to maximize public benefit by providing District 4 with access to certain SSD information technology services as specified in Section 2 below. District 4 believes that its access to these services, which it would otherwise need to acquire for itself, will allow District 4 to more effectively fulfill its statutory duties and functions.

2. **PROVISION OF INFORMATION TECHNOLOGY SERVICES.** SSD shall provide District 4 with "Information Technology Services" as follows:

a. Fiber Access and Splice Authorization. SSD shall permit District 4 to access and connect to the existing Snohomish School District fiber optic backbone by utilizing four (4) single-mode fiber strands within the existing aerial splice enclosure located near the utility pole at the intersection of 3rd Street and Lincoln Avenue, Snohomish, Washington. SSD is not required to pay for or install any additional components of the fiber optic backbone to facilitate District 4's access and connection.

b. Termination at District Office and Strand Allocation. All four (4) fiber strands shall terminate at the Snohomish School District Office, 1601 Avenue D, Snohomish, WA 98290, within the Main Distribution Frame (MDF). The strands shall be allocated as follows:

Pair 1 – County 911 Connectivity: Two (2) strands shall be patched at the District Office MDF to backbone fiber extending to Little Cedars Elementary School, 7408 144th Pl SE, Snohomish, WA 98296. The Little Cedars MDF serves as the meet-me location for Snohomish County 911 fiber. At that location, the strands shall be cross-connected to County-owned fiber utilizing Coarse Wavelength Division Multiplexing (CWDM). County fiber extends to the Snohomish County Administration Building located at 3000 Rockefeller Avenue, Everett, Washington.

Pair 2 – Backup Internet Connectivity: Two (2) strands shall remain terminated at the District Office MDF and connect to a District 4-owned and managed network switch installed within that MDF. This connection shall provide backup internet connectivity provisioned at a maximum bandwidth of 100 Mbps symmetrical.

c. District 4 Switch Installation and Power. District 4 shall install and maintain a network switch within the District Office MDF to aggregate its fiber connections. Installation and configuration shall be performed in coordination with and under the guidance of SSD and must align with District standards for network design, security, cabling, and facility practices. SSD shall provide rack space coordination and UPS-backed electrical power. The UPS system is integrated with a generator to maintain power continuity in the event of extended outages or bypass conditions. District 4 shall be solely responsible for all active electronics, optics, patching, configuration, monitoring, and performance of its equipment.

d. Demarcation. The operational demarcation between SSD and District 4 shall be the designated fiber patch panel ports at the District Office MDF. SSD responsibility extends to the physical integrity of the fiber termination panel. District 4 responsibility begins at the jumper connected to that panel and includes all downstream electronics and services. County demarcation occurs at the County-designated cross-connect panel at Little Cedars Elementary MDF.

e. Right of Access and Notification. District 4 personnel or contractors requiring access to SSD facilities, including the District Office MDF or Little Cedars MDF, shall coordinate access in advance with SSD. Access shall occur during normal business hours unless otherwise mutually agreed. District 4 shall provide reasonable advance notice prior to performing work that may affect shared infrastructure.

f. Service Level. Connectivity provided under this Agreement is offered on a best-effort basis. SSD does not guarantee uninterrupted service, specific uptime levels, latency thresholds, or performance metrics. SSD retains the right to implement reasonable safeguards necessary to protect the integrity and security of its network infrastructure.

3. **TERM.** This agreement shall become effective immediately upon the execution by both Parties and shall continue for a period of five (5) years thereafter, unless earlier terminated as provided herein.

4. **CONSIDERATION.** As an in-kind trade, District 4 will continue to supply, at no cost to SSD and as requested by SSD, (a) ambulance at SSD home high school football games occurring within the boundaries of District 4 and (b) trainers for CPR and other safety classes at

mutually agreed upon times and frequency, generally meeting historical averages of the previous 5 years.

5. TERMINATION AND NOTICE.

Either Party to this Agreement may terminate the Agreement at the end of any calendar year (December 31) by providing ninety (90) days' written notice via personal service or certified mail, return receipt requested, to the other Party at the following address:

Snohomish School District
ATTN: Exec Dir of Business Services
1601 Avenue D
Snohomish, WA 98290

Snohomish County Fire Protection District No. 4
ATTN: Chief Don Waller
327 4th St.
Snohomish, WA 98290

6. ANNUAL MEETING. A designee for SSD and a designee for District 4 shall meet annually to review and discuss the Parties' performance under this Agreement.

7. TREATMENT OF ASSETS. Computer application programs and other software and hardware systems furnished by SSD to District 4 are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability of fitness for a particular purpose, unless indicated in a workorder for service.

8. INDEMNIFICATION.

a. District 4 shall protect, hold harmless, indemnify, and defend, at its own expense, SSD, its elected and appointed officials, officers, employees, volunteers, or agents, from any loss or claim for damages of any nature whatsoever, arising out of District 4's performance of this Agreement, including claims by District 4 employees or third parties, except to the extent of those damages caused by the negligence or willful misconduct of SSD, its elected and appointed officials, officers, employees, volunteers, or agents.

b. Except as expressly limited by Section 2(f), Section 7, and as otherwise herein, SSD shall protect, hold harmless, indemnify, and defend, at its own expense, District 4, its elected and appointed officials, officers, employees, agents, or volunteers from any loss or claim for damages of any nature whatsoever, arising out of SSD's performance of this Agreement, including claims by SSD employees or third parties, except to the extent of those damages caused by the negligence or willful misconduct of District 4, its elected and appointed officials, officers, employees, volunteers, or agents.

c. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by SSD and District 4, including claims by SSD's or District 4's own officers, officials, employees, volunteers, or third parties, caused by or resulting from the concurrent negligence of SSD and District 4, their officers, officials, employees, or volunteers, each Party's liability hereunder shall only be to the extent of that Party's negligence.

d. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

e. No liability shall be attached to SSD or District 4 by reason of entering into this Agreement except as expressly provided herein.

9. **NOTICE.** Each notice or communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the Party to whom such communication is directed or three (3) calendar days after being sent via regular mail, to the following address as may be designated by the applicable Party:

Snohomish School District
1601 Avenue D
Snohomish, WA 98290

Snohomish County Fire Protection District No. 4
327 4th St.
Snohomish, WA 98290

10. **RESOLUTION OF DISPUTES AND GOVERNING LAW.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to any and all disputes.

If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may file an action in the Superior Court for Snohomish County.

11. **ASSIGNMENT.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect, and no further assignment shall be made without additional written consent.

12. **ENTIRE AGREEMENT, MODIFICATIONS, AND COUNTERPARTS.** The written terms and provisions of this Agreement, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written, of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into, forming a part of, or altering, in any manner, this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

13. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any Party, person, or circumstance, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect to the extent permitted by law.

14. **NO WAIVER.** A Party's forbearance or delay in exercising any right or remedy with respect to a default by the other Party under this Agreement shall not constitute a waiver of the

default at issue. Nor shall a waiver by either Party of any particular default constitute a waiver of any other default or any similar future default in performance of this Agreement.

15. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

16. **COMPLIANCE WITH RCW 39.34.030.** This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement. This Agreement shall be administered by the Fire Chief of District 4 and the Superintendent of SSD.

17. **DUTY TO FILE AGREEMENT WITH COUNTY AUDITOR OR POST.** The Parties shall, within five (5) business days of execution by the Parties, file this Agreement with the Snohomish County Auditor or post on either Party's website.

18. **CONSTRUCTION AND CREATION.** This Agreement may be executed in counterparts, i.e. at separate times and separate places, and a copy of this Agreement shall be deemed as valid as an original. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the Parties have hereunto set their signatures as of the date of the last authorized signature below.

SNOHOMISH SCHOOL DISTRICT NO. 201

**SNOHOMISH COUNTY FIRE PROTECTION
DISTRICT NO. 4**



Superintendent, Kent Kultgen

Date: 4/15/26



Fire Chief, Don Waller

Date: 4-14-26

