

## **ENHANCED SERVICE LEVEL AGREEMENT**

THIS AMENDED AND RESTATED ENHANCED SERVICE LEVEL AGREEMENT (this "ESL Agreement") is entered effective the **1st DAY OF SEPTEMBER, 2023** (the "Effective Date") by and between the SNOHOMISH COUNTY 911, an interlocal association under the laws of the State of Washington ("SNOHOMISH COUNTY 911") and **MARYSVILLE FIRE DEPARTMENT** a SNOHOMISH COUNTY 911 member agency ("Member Agency").

### **RECITALS**

**A.** Member Agency has sought guidance from SNOHOMISH COUNTY 911 with respect to Member Agency's public safety mobile system technical needs.

**B.** Pursuant to the request of Member Agency and at the direction of SNOHOMISH COUNTY 911's Board of Directors, SNOHOMISH COUNTY 911 has developed a Managed Laptop Program to offer standard public safety grade computer systems and support to participating member agencies.

**C.** Under the Managed Laptop Program, the standard equipment is supported by SNOHOMISH COUNTY 911 staff for all SNOHOMISH COUNTY 911 provided or supported public safety software and systems.

**D.** Pursuant to the terms and conditions of this ESL Agreement, Member Agency agrees to enter into SNOHOMISH COUNTY 911's Managed Laptop Program.

### **AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SNOHOMISH COUNTY 911 and Member Agency agree as follows:

**1. Purpose.** The purpose of this ESL Agreement is to establish the terms and conditions for Member Agency's participation in SNOHOMISH COUNTY 911's Managed Laptop Program, including the obligations and responsibilities of SNOHOMISH COUNTY 911 and Member Agency.

**2. SNOHOMISH COUNTY 911 Responsibilities.** During the term of this ESL Agreement, SNOHOMISH COUNTY 911 shall be responsible for the following:

a. SNOHOMISH COUNTY 911 shall provide Member Agency with laptop computers and related equipment (battery, power cord, etc.), meeting the specifications set forth in Exhibit "A" attached hereto.

b. SNOHOMISH COUNTY 911 shall provide Member Agency with a commercial wireless device ("Air Card") compatible with the laptop computer.

c. SNOHOMISH COUNTY 911 shall pay the Air Card monthly costs and the costs attributable to the standard basic software for the laptop computer.

d. SNOHOMISH COUNTY 911 shall provide Member Agency with standard systems software (MS Windows, security software, MS Server and CALs), along with select public safety software licenses (New World Mobile, NetMotion, etc.).

e. SNOHOMISH COUNTY 911 shall provide GPS/AVL device and equipment compatible with the laptop computer.

f. SNOHOMISH COUNTY 911 shall provide for setup, configuration and testing of the laptop computer and any provided ancillary devices thereto.

g. SNOHOMISH COUNTY 911 shall provide for ongoing support of the SNOHOMISH COUNTY 911-provided software and hardware. SNOHOMISH COUNTY 911 shall provide repair and replacement services consistent with vendor warranty. Beginning **SEPTEMBER 1, 2023** and continuing through the end of this agreement, Member Agency shall be responsible to pay SNOHOMISH COUNTY 911 for any labor costs for repair and replacement services provided pursuant to this Agreement. SNOHOMISH COUNTY 911 will be charging its labor at it's, then, prevailing rate. The support services provided by SNOHOMISH COUNTY 911 shall be delivered when technical staff is available during normal SNOHOMISH COUNTY 911 administrative business hours.

h. SNOHOMISH COUNTY 911 shall provide at least one (1) shared "rapid replacement device" (to be shared between other managed laptop program agencies on a first-come-first-serve basis.

**3. Member Agency Responsibilities.** During the term of this ESL Agreement, Member Agency shall be responsible for the following:

a. Member Agency shall be responsible for providing any other software in addition to the standard system software provided by SNOHOMISH COUNTY 911 provided, however, other software must be preapproved by SNOHOMISH COUNTY 911. Other software currently includes: Streets/maps, ESO & SECTOR. Member Agency's responsibility with respect to other software includes purchase, installation and support of non-SNOHOMISH COUNTY 911 supported software.

b. Member Agency shall be responsible for the safe use, proper and secure installation/mounting of the laptop and SNOHOMISH COUNTY 911 provided equipment to assure there is no safety hazard or other risk created by the improper mounting or use. Member Agency shall ensure all equipment installation is completed to SNOHOMISH COUNTY 911's specifications. Member Agency shall also be responsible for the proper handling and general care of the laptop computer and any ancillary equipment. If the laptop computer or any ancillary equipment is damaged due to Member Agency's fault or neglect, any costs beyond warranty coverage, shall be paid by Member Agency.

c. Member Agency shall be responsible for the transport of the laptop computer and/or other devices needing support to and from the SNOHOMISH COUNTY 911 facilities typically during normal business hours.

d. Member Agency shall pay the monthly fee as specified on **Exhibit A (1 unit at \$135.54 per unit)** to SNOHOMISH COUNTY 911 on or before the **15** day of each month for the sixty (60) months of this Agreement except as noted in 3.e. **This fee may vary slightly based on final purchase costs.** In the event that Member Agency chooses to add more equipment pursuant to this ESL Agreement, as SNOHOMISH COUNTY 911 may agree, **Exhibit A** shall then, upon that circumstance, be updated,

initialed by the Parties, and the monthly fee shall at that time be adjusted to reflect the new equipment with the new charge commencing on the first day of the first month after the new equipment is functional. All other terms and conditions of the ESL Agreement shall continue in full force and effect.

e. Beginning **SEPTEMBER 2023** and continuing through the end of this agreement, Member Agency shall be responsible to pay SNOHOMISH COUNTY 911 for any labor costs for repair and replacement services provided pursuant to this Agreement. The labor costs charged shall be reasonably determined by SNOHOMISH COUNTY 911 considering appropriate factors including, without limitation, the previous history of Member Agency and other participants in the Managed Laptop Program. The labor costs may be charged monthly based on an anticipated average cost or charged based on actual use in SNOHOMISH COUNTY 911's discretion.

f. Member Agency shall pay any costs related to the laptop computers, related hardware or software except those costs expressly assumed by SNOHOMISH COUNTY 911.

4. **Release.** Member Agency acknowledges and understands that SNOHOMISH COUNTY 911 is simply acting as a facilitator by obtaining the laptop computer(s) that the parties have agreed upon and arranging for terms under which Member Agency may have the use of the laptop computer(s), software and support services but that SNOHOMISH COUNTY 911 is providing its facilitation role without specific warranties on its part as to the hardware, software and/or support services provided to Member Agency pursuant to this ESL Agreement. Thus, Member Agency agrees to release and forever discharge SNOHOMISH COUNTY 911 from any and all liability whatsoever that might arise from SNOHOMISH COUNTY 911's duties and responsibilities under this ESL Agreement.

5. **Term.** The term of this ESL Agreement shall be sixty (60) months from the Effective Date which date for termination shall be the "Scheduled Termination Date. In the event that Member Agency shall seek to terminate this ESL Agreement prior to the Scheduled Termination Date, Member Agency must negotiate early termination terms and conditions acceptable to SNOHOMISH COUNTY 911.

MARYSVILLE FIRE DEPARTMENT:

By: MARK

Title: Fire Chief

Date: August 31, 2023

SNOHOMISH COUNTY 911:

By: [Signature]

Title: Board President

Date: 9/1, 2023

**Marysville Fire  
Exhibit A**

Contract Term: September 1, 2023 thru August 31, 2028

Line	Qty	Item Description	Unit Cost	Total
1	1	DELL Latitude Rugged 5420	\$2,476.42	\$2,476.42
2	1	5 year Accidental Damage Coverage (Included)	\$0.00	\$0.00
3	1	Cradlepoint IBR900-1200M with 5 year	\$1,607.66	\$1,607.66
4	1	PCTEL ANTENNA	\$269.00	\$269.00
5	1	Microsoft Windows Professional (Included)	\$0.00	\$0.00
6	1	Microsoft Office Standard (Included)	\$0.00	\$0.00
7	1	Palo Alto Cortex Traps Security - 5 years	\$176.75	\$176.75
8	1	Microsoft Server CAL	\$24.29	\$24.29
9	1	Airlink Warranty and Management Service 5 years (Included)	\$0.00	\$0.00
10	1	New World Systems Mobile (Included)	\$0.00	\$0.00
11		Hardware Installation NOT INCLUDED (agency responsibility)	\$0.00	\$0.00
		<b>Tax</b>	\$450.86	\$450.86
12		<b>Total Purchase Unit Cost / Combined</b>	<b>\$5,004.98</b>	<b>\$5,004.98</b>

Line	Item Description	Per Unit
13	Re-occurring Monthly Costs	
14	Verizon LTE Broadband Internet Service	\$ 40.00
	Verizon Public Safety Priority Service (if applicable)	\$ -

Line	Item Description	Per Unit
15	Monthly Unit Cost Summary	
16	Hardware/Software Cost Per Unit	\$83.42
17	Shared Spare Hardware/Software Cost Per Unit	\$3.78
18	Verizon LTE Broadband Service	\$40.00
19	Monthly Labor Cost - 10%	\$8.34
20	<b>Total Monthly Cost Per Unit</b>	<b>\$135.54</b>

21	1	<b>Total Monthly Cost</b>	<b>\$135.54</b>
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**Notes/Remarks:**

- Line 2: ADP coverages defined by manufacturer. Agency is responsible for all non-covered costs.
  - Line 13: Broadband costs may vary. Agency is responsible for full amount of service and overages.
  - Line 14: Priority Service is not yet available. When available agencies may opt in to paying an additional charge to receive the service.
  - Line 17: Represents the proportional share for a single spare backup laptop only (Sierra Wireless excluded).
  - Line 22: We have done our best to fully estimate these costs. Final cost may vary slightly based on tax/shipping and other minor additional costs.
- SNO911 retains ownership of all licenses, hardware & software with the exception of agency provided & SNO911 approved hardware/software (Streets/Maps, ALPR, etc.).