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**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

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Whatcom County Contract No.

</td></tr>
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Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	35 Sheriff's Office / 3520 Bureau of LE & Investigations / 352070 Drug Task Force
Contract or Grant Administrator:	Undersheriff Steven Harris
Contractor's / Agency Name:	Skagit County

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes ◯ No ⦿
Yes ⦿ No ◯ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ⦿ No ◯ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ◯ No ⦿ If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
Yes ◯ No ⦿ If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract
Yes ◯ No ⦿ If yes, RFP and Bid number(s): _____ Cost Center: 10003518

Is this agreement excluded from E-Verify? No ◯ Yes ⦿ If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
- ☐ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency
- ☒ Contract work is for less than $100,000. ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than $25,000.
- ☒ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA.

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Contract Amount:(sum of original contract amount and any prior amendments):

$ 5,000

This Amendment Amount:

$ _____

Total Amended Amount:

$ 5,000

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Council approval required for; all property leases, all Interlocal agreements, **contracts or bid awards exceeding $75,000**, and **grants exceeding $40,000** and and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

</td></tr>
</table>

Summary of Scope:

for use of the Skagit Sheriff data servers

Term of Contract: last signature date	Expiration Date: on-going

Contract Routing:
		Date:
1. Prepared by:	Donna Duling	3/3/
2. Attorney signoff:	Approved by email BW/DD	3/10/26
3. AS Finance reviewed:	Approved by email AT/DD	3/16/26
4. IT reviewed (if IT related):	Approved by email PR/DD	3/3/26
5. Contractor signed:		
6. Executive contract review:		
7. Council approved, if necessary:		
8. Executive signed:		
9. Original to Council:		

Last edited 07/22/2025

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN _Whatcom County_ AND
SKAGIT COUNTY SHERIFF'S OFFICE FOR SERVER USE

Skagit County, Washington, through its Sheriff's Office (Skagit Sheriff), makes and enter into this Interlocal Cooperative Agreement (Agreement) for Server Use with __Whatcom County__ (Server User) pursuant to the authority granted by RCW 39.34 et seq., Interlocal Cooperation Act. Both Skagit Sheriff and Server User is a Party and collectively, the Parties. This Agreement becomes effective as of the last day set forth on the signature page (Effective Date). Skagit Sheriff includes the Skagit County Sheriff, Skagit County, and their appointed and elective officers, agents, and employees. Server User includes its appointed and elective officers, agents, and employees, and its subcontractors, and the subcontractors' employees.

1.   PURPOSE

Skagit Sheriff has computer/electronic data servers that it can use to host data and services from third party vendors (such as Gladiator Forensics, LLC). Skagit Sheriff can use the servers to host similar services for other entities within Washington so they do not have to incur the installation and maintenance costs connected to operating such servers. Skagit Sheriff will provide access to servers it specifies to Server User so Server User can use those servers to host data and third party services. The Parties initially intend for the servers to host services that provide wireless network forensics that enable Skagit Sheriff and the other entities to collect and/or comprehensively analyze wireless data to directly support criminal investigations and missing persons cases, but they acknowledge that the nature and technical specifications of such third party services and the needs for such services may change and intend for this Agreement to apply to such changes. The Parties also wish to establish guidelines and fees for Skagit Sheriff's hosting services.

2.   RESPONSIBILITIES

A.   Skagit Sheriff

Skagit Sheriff will have the following responsibilities:

1.   Skagit Sheriff will provide server access to Server User under the terms set forth in this Agreement.

2.   Skagit Sheriff will allow Server User and its third-party vendors to access Skagit Sheriff's servers under the limits set forth in this Agreement.

3.   Skagit Sheriff will give a Server User 90-days' notice before it permanently deletes Server User's data from a server or servers, subject to any other provision in this Agreement. Skagit Sheriff can delete any data after those 90 days.

B. Server User

Server User will have the following responsibilities, including any responsibilities implied by the language used in this Agreement.

1. General Responsibilities and Duties

a. Server User will comply with all local, state, and federal laws, codes, ordinances, statutes, and regulations applicable to it while it uses Skagit Sheriff's servers. Server User will comply with all local, state, and federal privacy laws, codes, ordinances, statutes, and regulations, including those relating to protecting personal data.

b. Server User will not use the server in such a way that could infringe any third party's rights, such as hosting unauthorized copyrighted material, private information, viruses, spam (unwanted or unsolicited bulk email, postings, contact requests, SMS, or other messages), or other actions that violate any local, state, and federal laws, codes, ordinances, statutes, and regulations.

c. Server User will not take any actions (including assisting others) that will negatively affect the servers, harm Skagit Sheriff, or violate any local, state, and federal laws, codes, ordinances, statutes, and regulations. Server User acknowledges that it uses the servers at its own risk and Skagit Sheriff does not guarantee or warrant any use or data protection and might not take any actions to avert, avoid, or prevent the loss of files, data, or information that Server User maintains on the servers. Server User acknowledges that any data it has on the servers may be deleted, changed, corrupted, made unusable, or otherwise compromised and Server User does not have any recourse from Skagit Sheriff or Skagit County. If Server User's data or other things on the servers are deleted, changed, corrupted, made unusable, or otherwise compromised, Skagit Sheriff or Skagit County shall not be responsible for restoring any data or objects. Server User is solely responsible for maintaining appropriate alternate backups of all data, information, and content it stores on or processed through the servers, including, but is not limited to, all configuration settings, user data, and dynamic data within the system.

d. Server User will take all appropriate technical, physical, and software-based measures to ensure it does not improperly or without permission: 1) delete, modify, destroy, or otherwise affect any other server user's data, including Skagit Sheriff's data (Server User may do this to its own data, however); 2) allow improper or unauthorized

access to the servers; 3) lockdown, prevent access to, or otherwise affect access to any other server user's data, including Skagit Sheriff's data; or 4) share security information regarding the servers or any other thing, including any security information Skagit Sheriff may possess.

e. Server User will take all appropriate technical, physical, hardware, and software-based measures to ensure it satisfies these duties.

f. Server User will have valid licenses or permissions that other entities may require it to have for all software and data that it allows or uses on the servers. Server User must provide Skagit Sheriff with any documents showing such licenses or permissions within 30 days of Skagit Sheriff requesting it.

g. Server User also grants Skagit Sheriff and its designees the right and ability to: 1) do anything to ensure Server User or other server uses can use the servers; 2) do anything to maintain the servers, including temporarily deleting, modifying, moving, destroying, or otherwise affecting Server User's or any other server user's data; 3) permanently delete data without giving notice and/or before 90 days if exigent circumstances require it, such as to allow the server or servers to work correctly; and 4) do anything else to ensure Skagit Sheriff can satisfy this Agreement and any other Agreement it has with a server user.

2. Fees

Server User agrees to the fees and charges below.

a. Server User must pay Skagit Sheriff $5,000 within 35 days of the Effective Date for Server User's first year using the server. Every year afterwards, Server User must pay an additional $5,000 plus 5% within 35 days of the Effective Date anniversary (e.g., $5250, $5513, $5788). Server User agrees that this payment is for server maintenance fees and normal usage for a year. If a Party terminates this contract before the agreed 3-year term for any reason, Server User will not have to pay for a new year, but agrees Skagit Sheriff will not have to refund any payment made before termination. For example, if Server User makes a payment on January 1, 2199, and then terminates this Agreement on February 1, 2199, Server User is not entitled to any refund, prorated or not.

b.   Server User must pay the costs for any server expansion or additional hardware if such things are reasonably necessary to accommodate Server User's server use. Skagit Sheriff may seek only a proportion of any expansion costs from Server User if other users are using the server (excluding Skagit Sheriff). Skagit Sheriff will inform Server User of any fees in writing 35 days before incurring any such costs. If Server User does not object to the costs, Skagit Sheriff will go forward with any upgrades and bill Server User, due within 35 days.

c.   Server User must pay additional amounts for all costs for maintenance, usage, expansion, or upgrades if Server User's use is extraordinary or non-typical.

d.   Server User agrees it is obligated to pay any fees or costs contemplated or set forth in this Agreement, even if Skagit Sheriff does not provide notice or any bill.

3.   Insurance

Server User shall provide Skagit Sheriff with proof of insurance for Commercial General Liability in the amount of $1,000,000.00 and Cyber Liability in the amount of $1,000,000.00 to cover Server User's activities under this Agreement. Server User must obtain insurance from an insurer with a current A.M. Best rating of A:VII or higher.

Server User's insurance coverage shall be primary and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Any insurance, self-insurance, or insurance pool coverage Skagit County and Skagit County Sheriff's Officemaintains shall be in excess of Service User's insurance policies and shall not contribute to Service User's insurance policies.

Server User's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

Cyber liability/errors & omissions insurance shall include the following coverage:

- Liability arising from theft, dissemination, and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services.

The insurer must endorse the Commercial General Liability insurance to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. Server User must make any insurance proceeds exceeding the limits and coverage required in this agreement and which are applicable to a given loss available to Skagit County. Proof of insurance must be in a form acceptable and approved by Skagit County.

This Agreement is conditioned on Server User obtaining the required insurance. Server User must strictly comply with all insurance requirements under this Agreement. Skagit Sheriff will not begin or suspend the Server User's server use if Server User does not comply.

If Server User maintains broader coverage and/or higher limits than the minimums shown above, Skagit Sheriff requires those higher limits and Server User must provide that broader coverage and/or the higher limits to Skagit Sheriff. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Skagit County. Server User may obtain the required insurance with excess liability (umbrella) insurance.

This Agreement requires the insurance type marked below.

X   1)   Commercial General Liability Insurance

Certificate Holder – Skagit County

The Certificate must name: Skagit County, its elected officials, officers, and employees as additional insureds.

30 days' written notice to the County of cancellation of the insurance policy.

Server User and its insurer must use ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

X   2)   Cyber/Errors & Omissions Liability

Certificate Holder – Skagit County

30 days' written notice to the County of cancellation of the insurance policy

Any policy inception date, continuity date, or retroactive date must be before the Effective Date and Server User agrees to

maintain continuous coverage through a period no less than three years after terminating this Agreement.

NOTE: This Agreement is ineffective until and unless Server User provides Skagit Sheriff with a properly completed copy of the Certificate of Insurance in the amount required.

C.   Mutual Responsibilities

This Agreement is enforceable between the Parties even if either Party fails to file or publish this Agreement as RCW 39.34.040 provides.

3.   TERM OF AGREEMENT

This Agreement shall start on the Effective Date and shall remain in effect for 3 years.

4.   MANNER OF FINANCING

The Parties are not financing any joint or cooperative undertaking in this Agreement, except as set forth herein. The Parties are not maintaining any budget for any joint or cooperative undertaking under this Agreement.

5.   ADMINISTRATION

The following individuals are the Parties' representatives for this Agreement. The representatives shall administer, coordinate, and monitor performance under this Agreement. If a Party changes its representative, it shall notify the other Party. The Parties must provide notice to the representatives as this Agreement, local, state, and federal laws, codes, ordinances, statutes, and regulations may require.

Skagit Sheriff Paul Pacini 600 South Third Street in Mount Vernon WA 98273 (or its primary administrative address if the Sheriff's Office no longer uses 600 South Third Street)	Server User Chris VandenBos Detective – Whatcom County Drug Task Force 311 Grand Ave, B1 Bellingham, WA 98225

6.   TREATMENT OF ASSETS AND PROPERTY

A.   No Property Acquisition

The Parties will not jointly or cooperatively, acquire, hold, use, or dispose of any fixed assets or personal or real property under this Agreement.

B.   Joint Administrative Board

This Agreement does not create any separate legal or administrative entity. To the extent necessary, and for no other purpose, the Parties or their designees jointly administer this Agreement, who together, shall constitute the board contemplated in RCW 39.34.030(4)(a).

C.   Third Parties

This Agreement does not create any rights in any third party or form the basis for any liability to any third party from the Parties.

D.   Public Records and Tort Claims

Under the Public Records Act, RCW 42.56, each Party has a separate designated person assigned to respond to public records requests. Nothing in this Agreement shall abrogate or alter the venue and tort claims processes involving any Party, including under RCW 4.92 or any other tort claim process. The Parties agree that neither Party shall prepare, own, use, or retain any records or data related to the other Party's use.

7.   INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney' s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) solely related to the data servers which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) solely related to the data servers that is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties solely related to the data servers, negligent or otherwise, each Party shall pay its proportionate share of any damages awarded based upon comparative liability. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to mediation and then binding arbitration.

Skagit Sheriff retains the right, but not the obligation, to participate in any action Server User is defending or indemnifying Skagit Sheriff. Such participation does not waive Server User's indemnity obligation.

These indemnity provisions survive this Agreement's termination.

8.   TERMINATION

A.   Generally

If a Party has not breached this Agreement, they can terminate it early if they provide written notice more than 30 days before the effective termination date. The Party must send the notice to the other Party, either

personally delivered or mail postage-prepaid by certified mail, return receipt requested, to the Party's last known address. If Server User terminates this Agreement by giving notice, Skagit Sheriff shall be responsible only for performance rendered under this Agreement prior to the effective termination date. Skagit Sheriff is not responsible for any costs associated with any early termination, including Server User losing any software use or license fees due to losing server access.

B. Termination for Failure to Pay

If Server User defaults by failing to pay for any reason, the Skagit Sheriff may terminate the contract after 30 days. If Skagit Sheriff incurs any extra cost or damage resulting from such default(s), Skagit Sheriff can obtain any additional costs or damage from Server User.

C. Termination for Public Convenience

Skagit Sheriff may terminate this Agreement in whole or in part whenever it determines, in its sole discretion, that such termination is in Skagit Sheriff's best interests. Skagit Sheriff will not breach this agreement if it terminates this Agreement at any time during its term, whether for default or convenience.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS

The Parties may change, modify, amend, or waive this Agreement or any portion only in writing signed by the Parties' authorized representatives. If Skagit Sheriff waives any Agreement term, breach, or condition, that waiver does not waive any past or future breach, or other past or future issues regarding terms and conditions.

10. SEVERABILITY

If a competent court or tribunal holds invalid any Agreement term, condition, or application to any person or circumstances, the Agreement's other terms, conditions, or applications shall remain valid, and the Parties, court, or tribunal must sever any invalid language if possible.

11. CONFIDENTIALITY

Server User shall maintain the confidentiality of all information provided by Skagit Sheriff or acquired by Server User from Skagit Sheriff from the servers or while performing this Agreement, except upon the Skagit County Prosecuting Attorney's prior written consent or an order entered by a court that has jurisdiction. Server User shall immediately notify Skagit Sheriff about any judicial proceedings seeking disclosure of such information. The Parties acknowledge that one or both are a governmental agency subject to public disclosure and records laws that may require them to disclose any confidential information by law or upon request within a short time period. The Parties agree that they will not breach this Agreement if they release any information or records under those public disclosure and records laws.

12. OTHER PROVISIONS

A.   Patent/Copyright Infringement

Server User will defend and indemnify Skagit Sheriff from any claimed action, cause or demand brought against Skagit Sheriff based on the claim that Server User's information it provided to Skagit Sheriff or used on the server infringes any patent or copyright. Server User will pay for all loss or expense, including but not limited to judgments, settlements, attorney's fees, and costs for all claims and demands upon the Skagit Sheriff for damages that a court or tribunal finally awards against Skagit Sheriff in any action. Server User shall have the right, hereunder, at its option and expense, to obtain the right for the Skagit Sheriff to use the information, if anyone makes an infringement claim, provided the Skagit Sheriff experiences no reduction in performance or loss occurs.

B.   Disputes

Server User must bring differences between Server User and Skagit Sheriff arising under this Agreement to Skagit Sheriff's attention at the earliest possible time so the Parties can try to resolve or take other appropriate action promptly.

C.   No Assignment

Server User may not assign this Agreement or any server use without Skagit Sheriff's prior written approval. Any purported assignment is void.

D.   Agreement Subject to Law

This Agreement is subject to all applicable local, state, and federal laws, codes, ordinances, statutes, and regulations.

E.   Right to Review

Any federal or state auditor may review this Agreement. Skagit Sheriff or its designee has the right to review and monitor this Agreement's financial and service components by whatever means Skagit Sheriff or its designee deem expedient. The review may occur with or without notice, and may include, but is not limited to, Skagit Sheriff or its designee inspecting: 1) the server site; 2) the server and its entire contents; or 3) all records or other materials which the Skagit Sheriff or its designee deems pertinent to the Agreement and its performance.

F.   Industrial Insurance Waiver

As to claims against the Skagit Sheriff, Server User expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Server User's employees and agrees that Server User's obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any Server User employee. The Parties mutually negotiated this waiver.
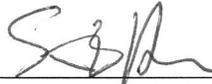
G.   Venue and Choice of Law

Any litigation regarding this Agreement shall be in the Skagit County Superior Court. Washington law governs this Agreement.

13. ENTIRE AGREEMENT

This Agreement contains all the Parties' agreed terms and conditions. Any items incorporated by reference are attached (if any). The Parties do not have any other binding understandings, oral or otherwise, regarding this Agreement's subject matter.

SERVER USER:

WHATCOM COUNTY:
Recommended for Approval:

_____ For   3/16/2c
Donnell Tanksley, Sheriff   Date

Approved as to form:

Approved via email Bw/DD   3/10/26
Prosecuting Attorney   Date

Approved:
Accepted for Whatcom County:

By: _____   _____
Satpal Sidhu, Whatcom County Executive   Date

DATED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS, SKAGIT COUNTY, WASHINGTON

_____

Lisa Janicki, Chair

_____

Peter Browning, Commissioner

_____

Attest: Ron Wesen, Commissioner

_____

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

_____

Recommended: County Administrator

_____

Department Head

Approved as to form:

_____

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

_____

Risk Manager

Approved as to budget:

_____

Budget & Finance Director