

**INTERLOCAL AGREEMENT FOR E911 AND NON-EMERGENCY DISPATCH SERVICES
BETWEEN ASOTIN COUNTY AND CITY OF ASOTIN**

This Interlocal Agreement for E911 Emergency Communications and Non-Emergency Dispatch Services (hereinafter referred to as "Agreement") is made and entered into by and between ASOTIN COUNTY (hereinafter referred to as County) and the CITY OF ASOTIN (hereinafter referred to as City) also referred to as PARTIES pursuant to RCW 39.34.

WITNESSETH:

WHEREAS the County has entered into an agreement with WHITCOM COMMUNICATIONS CENTER for the purpose of providing emergency and non-emergency communications services (that document is attached as Exhibit A and incorporated by reference); and

WHEREAS the Interlocal Agreement is for the benefit of the County and provides services to Asotin County, the City of Clarkston, Asotin Fire District No. 1, the City of Asotin and Blue Mountain Fire District; and

WHEREAS: The City of Asotin provides law enforcement and fire suppression services within the City and has used WHITCOM services in the past and wishes to continue utilizing WHITCOM services; and

WHEREAS both the City and County believe that the best and most efficient use of current resources is to enter into a contract that extends WHITCOM services to the City and;

NOW THEREFORE, the County and City agree as follows:

1. The City will receive the same services as set forth in the County's contract with WHITCOM for emergency communications, non-emergency communications and dispatch services. These services will be provided from July 1, 2014 through June 30, 2019 subject to the early termination provisions contained in paragraph 9 and subject to a mutually agreed extension as provided in Paragraph 4.
2. Pursuant to recommendations of the Advisory Committee, the cost of the services will be based on events (calls plus traffic stops) made through WHITCOM from a yearly report from Whitcom. The County will request a report of events from WHITCOM to be delivered by March 31 of every year. The report will be distributed to members of the members of the Advisory Committee, elected officials and the County E 911 coordinator upon receipt. The proportionate share of the calls reported by WHITCOM will be calculated annually by the County and the change in cost will be effective July 1 of each year of this contract.

3. Based on the recommendation of the Advisory Committee the cost for each entity will be calculated in the same proportion as the proportion of Whitcom events (calls plus traffic stops) for Asotin County, City of Clarkston, City of Asotin and Asotin County Fire District No. 1 (Blue Mountain Fire District) is currently using the system free of charge, but nothing in this agreement prevents the County from seeking a subscription fee or other payment from Blue Mountain Fire District.

The cost will be determined by subtracting the Whitcom contract amount from the annual E911 excise tax revenue multiplied by the percentage of total Whitcom events (calls and traffic stops) reported by Whitcom.

- 3.1 For July 1, 2014 through June 30, 2015, the proportions calculated from 2013 call volume will be:
Asotin County - 37.28% of the 2013 call volume for an amount of \$48,486.00, difference between WHITCOM billing and County E911 tax revenue

City of Clarkston - 48.62% of the 2013 call volume for an amount of \$63,220.00, difference between WHITCOM billing and County E911 tax revenue

City of Asotin - 6.53% of the 2013 call volume for an amount of \$8,498.00, difference between WHITCOM billing and County E911 tax revenue

Asotin County Fire District No. 1 - 7.57% of the 2013 call volume for an amount of \$9,840.00, difference between WHITCOM billing and County E911 tax revenue

Blue Mountain Fire District - 0% of the difference between WHITCOM billing and County E911 tax revenue

- 3.2 For July 1, 2015 through June 30, 2016, the proportions calculated from 2014 call volume will be:
Asotin County - 36.13% of the 2014 call volume for an amount of \$25,635.00, difference between WHITCOM billing and County E911 tax revenue

City of Clarkston - 51.42% of the 2014 call volume for an amount of \$36,478.00, difference between WHITCOM billing and County E911 tax revenue

City of Asotin - 4.17% of the 2014 call volume for an amount of \$2,960.00, difference between WHITCOM billing and County E911 tax revenue

Asotin County Fire District No. 1 - 8.27% of the 2014 call volume for an amount of \$5,870.00, difference between WHITCOM billing and County E911 tax revenue

Blue Mountain Fire District - 0% of the difference between WHITCOM billing and County E911 tax revenue.

- 3.3 For the term of this agreement July 1, 2014 though June 30, 2019 the City shall pay to the County in quarterly increments (July, October, January and April).
4. This agreement may be extended beyond the termination date subject to negotiation between the County and the City, and subject to any terms agreed upon by the County and WHITCOM. The parties agree to commence extension negotiations a minimum of six months prior to the end of the term of the Agreement or upon receipt of proposed new agreement from WHITCOM, whichever comes first. Neither the City nor the County is responsible for the independent acts and/or omissions of the other PARTY, and its officers, employees, and agents. Nothing in this agreement prevents the parties from considering any recommendations of the Advisory Committee at any time.
5. Further, it is the intent of the PARTIES that each PARTY shall be responsible for the negligent, willful, or intentional acts or omissions of the PARTY and its officers, employees and agents. Each PARTY agrees to indemnify, defend, and hold harmless the other PARTY, its agents, officers, and employees from all claims whatsoever that may arise against the other PARTY as a result of the negligent, willful or intentional acts or omissions of the PARTY and its officers, employees and agents. Each PARTY shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that PARTY'S acts or omissions of services or otherwise in response to E911 or emergency or non-emergency dispatch calls from WHITCOM.
6. In recognizing that each PARTY can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason to release from this agreement provided thirty (30) days' written notice is given to the other PARTY; and no other funds are appropriated for the same fiscal period that would provide essentially the same or similar services (emergency communications, emergency and routine dispatch, and related services set forth herein) as outlined in this agreement.
7. This agreement may be terminated by either the City or County upon one (1) year's prior written notice. If this agreement is terminated prior to the expiration of its term, payment for emergency communication and dispatch services will be prorated to the date of termination. Rates of payment are set forth above. In the event a PARTY fails to timely make a quarterly payment, the County shall provide the PARTY with notice of non-payment. The PARTY shall have 30 calendar days from the date the notice is received to cure the non-payment or to demand mediation to resolve the dispute over payment. If mediation is unsuccessful in resolving the payment dispute, the County may terminate the Agreement 30 days following the conclusion of the mediation.

8. The City's obligations and the County's obligations hereunder are contingent upon WHITCOM's agreement with the County to provide services to Asotin County pursuant to the attached agreement. Any refusal by WHITCOM to provide such services shall render this agreement null and void.
9. Previous contracts between the County and the City for dispatch services are rendered null and void upon signing of this contract.
10. This agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. As a further condition of this agreement, the PARTIES acknowledge that this agreement shall be deemed and construed to have been prepared mutually by each PARTY and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against either PARTY. Disputes between the Parties shall first be addressed through discussion and negotiation by representatives of each PARTY. Should resolution via discussion and negotiation be unsuccessful, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each PARTY shall bear its own costs.
11. The terms of this agreement may be amended by mutual agreement of the City and County, subject to the attached agreement with WHITCOM (Master Agreement). Any suggested changes will be submitted to the Advisory Committee who will have 60 days to review the agreement with all other agencies and respond to the party offering an amendment. If the City disagrees with the response from the Advisory Committee, the proposal may be made to the County who has 45 days to agree, disagree or offer a counter proposal. The parties are aware only the County can request a modification of the master agreement, attached and incorporated by reference, and that any modification of the master agreement will affect all other parties.
12. Any notice under this agreement shall be in writing and shall be effective when actually delivered or three (3) days after deposit in the United States Postal Service mail addressed to the parties as follows:

City of Asotin:
City of Asotin
P.O. Box 517
Asotin WA 99402

Asotin County:
Asotin County Board of County Commissioners
P.O. Box 250
Asotin WA 99402

IN WITNESS WHEREOF, the parties have sent their hands and affixed their seals as of the date and year listed herein below written.

DATED this 26th day of May 2015.

CITY OF ASOTIN

Vikki Bonfield
Vikki Bonfield, Mayor

ASOTIN COUNTY BOARD OF COMMISSIONERS

Jim Jeffords June 1, 2015
Jim Jeffords, Chairman

Brian Shinn
Brian Shinn, Vice Chairman

Jim Fuller
Jim Fuller, Member

(Attest)

Tiffany Rogers
Tiffany Rogers, City Clerk/Treasurer

Attest:

Vivian Bly
Vivian Bly, Clerk of the Board

Approved as to form:

J. Richards
Jane E. Richards, City Attorney

Approved as to form:

Jane Bremner Risley
Jane Bremner Risley, Deputy Prosecutor

**AGREEMENT FOR E911
EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES**

THIS AGREEMENT for E911 emergency communications and dispatch services (hereinafter referred to as "Agreement"), is made and entered into by and between the WHITCOM agency, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, 2325 NE Hopkins Court, Pullman, Washington, 99163 (hereinafter referred to as "WHITCOM") and ASOTIN COUNTY (hereinafter referred to as "COUNTY") (together the PARTIES to this Agreement).

WITNESSETH:

WHEREAS, the COUNTY regionalized with Whitcom in 2004, and wishes to continue its current E911 emergency communications and dispatch services; and

WHEREAS, the COUNTY has determined that it is in the interests of the health and safety of Asotin County residents and efficient use of its current resources is to contract with WHITCOM for the provision of E911 emergency communications and dispatch services to the entire Asotin County area; and

WHEREAS, WHITCOM has agreed to provide the COUNTY E911 emergency communications and dispatch services for payment throughout the term of this Agreement;

NOW, THEREFORE, the COUNTY and WHITCOM agree as follows:

1. COUNTY USE OF WHITCOM E911 EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

(a) Purpose of Agreement.

The purpose of this Agreement is continuation of WHITCOM's provision of Emergency Communication and Dispatch Services to the entire Asotin County area.

The PARTIES may explore the possibility of a future agreement wherein the COUNTY would become a WHITCOM member agency pursuant to an Interlocal Agreement under Chapter 39.34 Revised Code of Washington.

(b) No Creation of New Entity.

It is specifically the intention of both the COUNTY and WHITCOM not to create any new entity with this current Agreement at this time.

(c) Duration of Agreement

The duration of the agreement is five (5) years.

2. DESCRIPTION OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES TO BE PROVIDED BY WHITCOM TO COUNTY

(a) Emergency Communication Services.

WHITCOM agrees to provide Emergency Communication and Dispatch Services to the COUNTY for a five (5) year period beginning as of July 1, 2014, and ending June 30, 2019, such Emergency Communication and Dispatch Services to include the following:

- i. Providing trained emergency response telephone operators to answer business telephone lines for fire, police and emergency medical services requests originating within the area of Asotin County on a 24-hour per day basis; and
- ii. Providing emergency and routine radio communications with police, fire and EMS emergency providers, and emergency management personnel within Asotin County on a 24-hour per day basis; and
- iii. Providing communications between emergency service providers and other resources available within Asotin County relating to their function; and
- iv. Relaying after-hour emergency public works requests within Asotin County.

(b) Administrative Support for Emergency Communication and Dispatch Services.

WHITCOM will provide the following administrative support for the operation of the emergency communication and dispatch services system:

- i. Providing Spillman Records Management System administration; and
- ii. Providing 911 GIS mapping database creation and administration for use with emergency service boundaries and Wireless E911 calls; and
- iii. Providing coordination with the COUNTY E911 Coordinator and MSAG Coordinator to ensure compliance with the requirements of all state and federal grants provided for WHITCOM and COUNTY emergency communication and dispatch service needs.
- iv. Providing COUNTY E911 Coordinator services with said Coordinator being a Whitcom Employee selected upon agreement of both WHITCOM and COUNTY. The selected Whitcom Employee shall report to the County Board of Commissioners no less than once per calendar quarter and report on the status of E911 operations and issues. The selected Coordinator shall provide the services outlined in the attachment titled E911 Coordinator Duties and Responsibilities.
- v. Providing IT infrastructure and network design, administration, security, and technician support, as it relates to connectivity to Whitcom for Asotin County public safety agencies.

- vi. Providing limited technician training and support as it applies to devices accessing Whitcom applications and services.
- vii. Providing yearly Washington State Patrol Access technical audits with recommendations and cost analysis for required remediation and /or mitigation.
- viii. Providing 911 database administration to include 911 GIS mapping and MSAG (Master Street Address Guide) in coordination with COUNTY mapping and MSAG personnel to ensure compliance with the requirements of all state and federal grants provided for WHITCOM and COUNTY emergency communication and dispatch service needs.

3. RESPONSIBILITY OF WHITCOM TO PROVIDE EMERGENCY COMMUNICATION AND DISPATCH SERVICES TO COUNTY

- (a) WHITCOM shall have full responsibility for the provision of Emergency Communication and Dispatch Services to the entire area of Asotin County, and the entities the COUNTY now serves to include the cities of Clarkston and Asotin and the Asotin County Fire District and Blue Mountain Fire District. After the execution of this Agreement, the COUNTY shall not enter into any new contracts for Emergency Communication and Dispatch Services with any other public entity that would affect services to be provided by WHITCOM under this agreement, without the express consent of the Executive Board of WHITCOM.
- (b) The WHITCOM Executive Board shall be responsible for setting standards of performance and disciplining its employees, as well as any other matters incident to the control of personnel and performance of Emergency Communication and Dispatch Services for the COUNTY under this Agreement.
- (c) The COUNTY shall be an ex-officio, non-voting member of the WHITCOM Executive Board and shall have the ability to review and to give input to the WHITCOM Executive Board regarding policies, procedures and operational protocols to be utilized by WHITCOM in delivering emergency communication and dispatch services to the COUNTY under this Agreement.

4. PAYMENT FOR EMERGENCY COMMUNICATION AND DISPATCH SERVICES.

- (a) Payment for Call-Taker Salaries
Regionalization of dispatch services has resulted in funding from the Washington State E911 Office of Two Hundred Eighty-Eight Thousand, and no/100 Dollars (\$288,000.00) for annual payment of call-taker salaries for the COUNTY from July 1, 2014 through June 30, 2019. This funding shall compensate WHITCOM for the provision of call-taker salaries and WHITCOM shall be responsible for submitting accurate and timely reimbursement requests to the Washington State E911 for call-taker salaries. If the sum allowed by the Washington E911 Call

Taker Salary Grant should increase, the payment for call taker salaries shall also increase by the exact amount allotted. Should the call-taker salary amount of \$288,000 decrease, the Agreement shall be subject to renegotiation.

If during the term of this Agreement, the State E911 Office changes its policy and sends the COUNTY call-taker salary monies directly to the COUNTY, the COUNTY shall compensate WHITCOM in four quarterly payments reflecting the yearly amount that has been set by the State E911 for that year. This shall be effective for the five-year term of this Agreement.

(b) Payment for Additional Salaries and Services

In addition to the Washington E911 Call Taker Salary Grant, the COUNTY agrees to pay WHITCOM an additional One Hundred Sixty-Eight Thousand, Eight Hundred Twenty-Six and no/100 Dollars (\$168,826.00) to compensate WHITCOM for call-taker salaries which exceed what is available for reimbursement from the Washington State E911 Call Taker Salary Grant. This amount shall be funded by COUNTY local E911 Excise Tax Revenue and should the COUNTY local E911 Excise Tax Revenue decrease by more than 10%, the Agreement shall be subject to renegotiation.

For the Term of this Agreement, the COUNTY shall pay to WHITCOM the annual sum of not more than One Hundred Twenty-Five Thousand Seven Hundred Seventy-Four and 00/100 Dollars (\$125,774.00) in quarterly increments of Thirty-One Thousand Four Hundred Forty-Three and 50/100 Dollars (\$31,443.50) for the services defined in section 2, b.

If the sum allowed by the Washington E911 Coordinator Professional Development Grant or County Operations Grant should increase for these additional services, the payment for these services shall also increase by the exact amount allotted.

- (c) For the Term of the Agreement, the COUNTY shall reimburse WHITCOM for travel expenses not to exceed the eligible amount as allowed and defined by the COUNTY contract with the Washington State E911 Office for each fiscal year related to attendance at Washington State E911 Advisory Committee, Sub-Committee, Coordinator Forums and State Sponsored Training. For the Term of the Agreement, the COUNTY shall reimburse WHITCOM for travel expenses not to exceed the eligible amount as allowed and defined by the COUNTY contract with the Washington State E911 Office each fiscal year for travel expenses related to E911 Coordinator Training to include National Conference Attendance.

Request for reimbursement for all WHITCOM expenses related to COUNTY E911 contract shall be invoiced to COUNTY monthly in conjunction with submission of the monthly A19 report to the Washington State E911 office and shall include supporting documentation. Payment shall be made in the amount for approved expenses only and within 30 days upon receipt of invoice by COUNTY from WHITCOM to include supporting documentation.

- (d) COUNTY Application for Grant Funds.
It shall be the responsibility of the COUNTY E911 Coordinator to apply for all Washington State E911 grant funds and to make reasonable attempts to be awarded any other E911 grant funds including but not limited to federal funds for which the COUNTY may reasonably be considered to be eligible. If the COUNTY receives additional grant funds from the State of Washington or any other source for E911 services provided by WHITCOM or related services provided by WHITCOM hereunder, such additional grant funds shall be remitted to WHITCOM for provision of the emergency communication and dispatch services under the terms of this Agreement. Any funds received by the COUNTY, no matter the source, which are not for those services to be provided to the COUNTY by WHITCOM, under the terms of this Agreement, shall be retained by the COUNTY. In addition, any funds which have been received by the COUNTY, from any source, prior to the effective date of this Agreement, for any E911-related services, shall be retained by the COUNTY.
- (e) Proration of E911 Grant Funds.
If this Agreement is terminated prior to the expiration of its term, payment for emergency communication and dispatch services provided by WHITCOM to the COUNTY shall be prorated to the date of termination.

5. EQUIPMENT FOR THE PROVISION OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES.

- (a) Provision of Equipment by WHITCOM.
- i. WHITCOM agrees to maintain the current WHITCOM infrastructure necessary to establish connectivity to communicate with the COUNTY's CAD (computer aided dispatch) system for police facilities, fire stations, public works departments, and citizens requesting assistance. Equipment under this clause includes that necessary for both emergency and non-emergency dispatch. WHITCOM's agreement to do so is based on assurances from the State of Washington Emergency Management Department that all of these costs will be paid for with State E911 grants and is contingent upon availability of sufficient state or federal grant funds available to provide the above-detailed equipment.
 - ii. The COUNTY understands that recurring E911 telephone line and database charges necessary for Emergency Communication and Dispatch Services are paid by the Washington State E911 office as a statewide service. Any changes in this Statewide Service that would cause additional expense to COUNTY shall be paid by COUNTY. The COUNTY shall be responsible to maintain and replace, as necessary, their current mountaintop, base radios, and response vehicle equipment. Changes or replacement of this equipment will be made in cooperation with WHITCOM.

iii. WHITCOM agrees to furnish such additional items of equipment as necessary, in its judgment, to provide emergency communication and dispatch services to COUNTY without imposition of any costs beyond that set out in Section 4, provided there are sufficient state or federal grant funds available to do so.

(b) Use of COUNTY Radio Frequencies by WHITCOM.

WHITCOM agrees to operate on the COUNTY's radio frequencies to enhance the Emergency Communication and Dispatch Services to be provided to the COUNTY under this Agreement. Any addition of radio frequencies by the COUNTY to be monitored by WHITCOM must have approval of the WHITCOM Board.

6. TERM OF AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

(a) Term of Agreement.

The initial term of this Agreement for WHITCOM to provide Emergency Communication and Dispatch Services to the COUNTY is as of July 1, 2014 to June 30, 2019. This Agreement may be renewed for one (1) five (5) year period following the end of the term by notification from the COUNTY to WHITCOM not later than four (4) months prior to the expiration of the initial term of this Agreement.

(b) Renewal of Agreement.

Any renewal of this Agreement, after the initial term, will be subject to negotiation between the COUNTY and WHITCOM.

7. LIMITATION OF LIABILITY AND HOLD HARMLESS

(a) Neither the COUNTY nor WHITCOM is responsible for the independent acts and/or omissions of the other PARTY, or their officers, employees, or agents nor, in the case of WHITCOM, are the member public agencies responsible for the independent acts and/or omissions of the PARTIES to the Agreement, COUNTY and WHITCOM.

(b) Further, it is the intent of the PARTIES that each PARTY (including in the case of WHITCOM, its member public agencies) shall be responsible for the negligent, willful, or intentional acts or omissions of their respective public safety personnel.

(c) Each PARTY agrees to indemnify, defend, and hold harmless the other PARTY, its agents, officers, and employees from all claims whatsoever that may arise against the other PARTY (including, in the case of WHITCOM, its member public agencies) as a result of the negligent, willful or intentional acts or omissions of the PARTY or their respective public safety personnel;

- (d) Each PARTY shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that PARTY's acts or omissions of services or otherwise in response to E911 or emergency or non-emergency dispatch calls from WHITCOM.
- (e) The COUNTY shall be an additional named insured on WHITCOM's liability insurance policy. WHITCOM and each of its member public agencies shall be named as additional named insureds on the COUNTY's liability insurance policy. Both WHITCOM and COUNTY shall be insured in the amount of at least One Million dollars per incident or occurrence under regular business insurance. There shall be no cancellation, material change, reduction of limits or intent not to renew such insurance coverage(s) without thirty (30) days written notice from one PARTY to the other PARTY.

8. ESSENTIAL INFORMATION TO BE PROVIDED BY THE COUNTY TO WHITCOM

- (a) COUNTY Shall Provide Current Map and Emergency Contact Data.
The COUNTY shall provide WHITCOM with:
 - i. a current and accurate map of Asotin County with addresses; and, for contact purposes, a twenty-four (24) hour emergency telephone number list for on-call public safety personnel in the county;
 - ii. a list of fire hydrant locations;
 - iii. a list of known current residential and business emergency contact numbers, and current building and development site information for all agency jurisdictions;
 - iv. a copy of ordinances for all user agency jurisdictions;
 - v. a copy of all user agencies network and computer access policies; and
 - vi. emergency contact information on all user agency employees, including volunteer fire personnel, and any other pertinent information deemed necessary by WHITCOM or the COUNTY to permit WHITCOM to effectively perform emergency communication and dispatch services for Asotin County.
- (b) COUNTY Shall Update Emergency Contact Data.
Whenever the COUNTY is made aware of additional information or of a change in current information, the COUNTY shall forthwith reduce this information to writing and deliver it to WHITCOM by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery.

9. RECORDS OF PUBLIC AGENCIES IN WHITCOM

(a) Maintenance of Public Records.

Records generated and/or related to Emergency Communication and Dispatch Services provided by WHITCOM to the COUNTY under this Agreement shall comply with relevant requirements of the Revised Code of Washington. WHITCOM and COUNTY shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. WHITCOM and COUNTY shall make records (except for those protected by privilege or otherwise under applicable law) available to the other PARTY upon reasonable notice during business hours.

(b) Access to Spillman Data.

The COUNTY shall have unlimited, around-the-clock, twenty-four (24) hour access to Spillman data at all times during the term of this Agreement, with the exception of any scheduled or unexpected Spillman or network maintenance down times. All users of the Spillman System will adhere to WHITCOM security policy and procedures concerning records maintained on the Spillman server.

10. NO WAIVER OF E911 SERVICE AREA JURISDICTION

It is specifically the intention of the COUNTY and WHITCOM that the COUNTY retains all rights, privileges, authority, jurisdiction and entitlement to the COUNTY's established E911 service area as defined in Washington law.

11. EXPENDITURES OF FUNDS UNDER THIS AGREEMENT

WHITCOM agrees to utilize any and all payments made to WHITCOM by the COUNTY pursuant to this Agreement only for the provision of emergency communication and dispatch services in a manner consistent with Washington law.

12. NON-APPROPRIATION CLAUSE

In recognizing that each PARTY can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

(a) Thirty (30) days' written notice is given to the other PARTY; and

(b) No other funds are appropriated for the same fiscal period that would provide essentially the same or similar services (emergency communications, emergency and routine dispatch, and related services set forth herein) as outlined in this Agreement.

13. INTERPRETATION OF AGREEMENT AND VENUE STIPULATION

(a) Interpretation of Agreement.

This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. The PARTIES acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each PARTY and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against either PARTY.

(b) Stipulation of Venue.

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either the COUNTY or WHITCOM upon one (1) year's prior written notice.

15. AMENDMENT OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES AGREEMENT

The terms of this Agreement may be amended by mutual agreement of the COUNTY and WHITCOM. The PARTY seeking an amendment shall submit a written request for amendment to the other PARTY. The request shall clearly describe the proposed change and why the change is necessary. The responding PARTY shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty-five (45) days from receipt of the request. The responding PARTY may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both PARTIES.

16. NOTICE

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the parties as follows:

WHITCOM: Patti Kelly, Whitcom Director
Whitcom Communications Center
2325 NE Hopkins Ct
Pullman, WA 99163

WHITCOM Board Members:

Victoria Murray, Chair
Finance and Administration
French Ad, 442
Pullman, WA 99164

Dean Kinzer, Vice Chair
Whitman CO Commissioner
400 N Main St.
Colfax, WA 99111

Mark Workman
Pullman City Supvr.
325 SE Paradise St.
Pullman, WA 99111

Sheriff Brett Myers
Whitman County Sheriff
411 N Mill St.
Colfax, WA 99111

Chief Mike Heston
Pullman Fire Dept.
620 S Grand Ave.
Pullman, WA 99163

Chief Bill Gardner
WSU Police Dept.
1535 NE Wilson Rd.
Public Safety Bldg

COUNTY: Asotin County Board of Commissioners
Attn: Vivian Bly, Clerk of the Board
PO Box 250
095 2nd Street
Asotin, WA 99402

17. The parties agree that this contract is based on Washington State E911 policies and tax structure at the date of signing. Any change in the funding structure is reason for renegotiation of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year herein below written.

WHITCOM

This 27th day of February, 2015

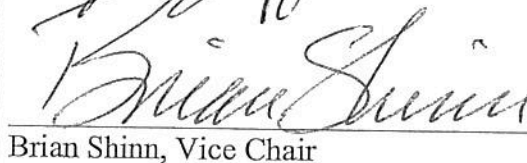

Victoria Murray, Chair


Dean Kinzer, Vice-Chair

ASOTIN COUNTY

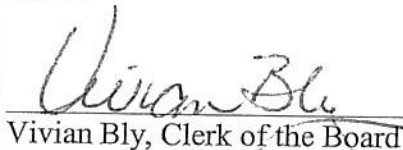
This 23 day of February 2015


Jim Jeffords, Chairman


Brian Shinn, Vice Chair


Jim Fuller, Member

Attest:


Vivian Bly, Clerk of the Board

Approved as to form:

Benjamin C. Nichols, Prosecuting Attorney

By:


Jane Bremner Risley, Deputy Prosecuting Attorney

ATTACHMENT 1
E911 COORDINATOR DUTIES AND RESPONSIBILITIES

SUBJECT

This attachment is regarding E911 Coordinator for Asotin County.

WHITCOM and any partners, sub-contractors, and or employees of WHITCOM agree that the WHITCOM employee selected in agreement by both parties is not an employee of COUNTY for the purposes of the duties described in this agreement.

TERMS AND CONDITIONS

WHITCOM agrees to perform the services described in Appendix A which is attached and incorporated by this reference. Review of quality and timeliness of work performed by WHITCOM will be conducted by the Asotin County Board of Commissioners. The Board of County Commissioners will be provided copies of all reports prior to each quarterly meeting, The Asotin County user group may request copies of these reports at any time and the parties agree those reports can be delivered electronically.

Services will be performed with materials, supplies and tools obtained and maintained by WHITCOM.

COUNTY will facilitate access to files and data needed to perform the services.

WHITCOM shall hold harmless and save the county, it's officers, agents, and employees harmless from liability of any kind, including costs and expenses for and/or on account of any or all suits, judgments, or damages whatsoever, resulting from injuries or damages sustained by person or persons property by virtue of performance of this contract.

WHITCOM grants to the COUNTY a royalty-free non-exclusive license to use anything created or developed by WHITCOM under this Agreement. This license shall have a perpetual term and the COUNTY may not transfer it. COUNTY shall retain all copyrights, patent rights and other intellectual property rights.

This E911 Coordinator agreement is effective from contract signing until June 30, 2019. Either party may terminate this agreement for E911 Coordinator Services at any time by giving thirty (30) days written notice by certified mail to the other party at the address set forth above. Any costs already incurred by WHITCOM for future travel or training as defined in the agreement shall be reimbursed by COUNTY.

This is the entire agreement between the parties, which includes Appendix A. All contracts/agreements which may obligate the COUNTY must be approved by the Board of County Commissioners. In the event any portion of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding on the parties.

The parties agree that if any changes or modifications to this agreement are proposed, the parties shall make a good faith effort to agree on the new terms. Such changes or modifications shall be put in writing, signed by the parties and added to this agreement.

E911 COORDINATOR SERVICES AGREEMENT – Appendix A WHITCOM

TITLE: Asotin County E911 Coordinator

PURPOSE:

To continue the enhanced **level of representation** the County of Asotin has with the State of Washington E911 Office by regular attendance and participation at State called meetings and activities.

To continue the enhanced **level of accessibility** of the E911 Coordinator to the Board of County Commissioners, the Asotin County Sheriff, 911 System users group to include the City of Clarkston, the City of Asotin, Asotin County Fire District, the Blue Mountain Fire District, the County Chief Financial Officer and the County Mapping/GIS and MSAG support staff.

To continue the enhanced **level of education** regarding the E911 program to all agencies and the public within the County of Asotin through the development and implementation of an effective public education program on the proper use of the E911 System. The E911 Coordinator will coordinate with the Asotin County E911 Public Education Coordinator on public education activities and ensure a robust education program is implemented within the School Districts located within Asotin County. The Asotin County Public Education Coordinator shall provide updates and reports to the E911 Coordinator, which shall be included in the E911 Coordinator quarterly reports to the Board of County Commissioners.

To **serve** on the Asotin County E911 User Group and attend regularly scheduled user group meetings.

To **monitor** the agreement for E911 related services between Whitcom and Asotin County.

To **monitor** the agreements for dispatch services between governmental entities and Asotin County and assist with the development and negotiation of said agreements.

To **monitor** wireline, wireless, prepaid and voice over internet protocol 911 excise tax revenue submitted by service providers to the Washington State Department of Revenue for lines within Asotin County.

PRIMARY RESPONSIBILITIES:

The WHITCOM Employee selected to serve as Asotin County E911 Coordinator will be responsible for carrying out the following responsibilities and any other responsibilities deemed necessary for the Asotin County E911 Coordinator by the State of Washington E911 Office.

- ❖ Serve as a point of contact between the State E911 Office and the County.
- ❖ Serve as contract administrator, representing the Asotin BOCC for the Asotin County/Whitcom inter-local agreement.
- ❖ Serve as point of contact between the Washington State Department of Revenue (DOR) and monitor 911 excise tax revenues and payments received from (DOR).

- ❖ Attend Whitcom Board meetings on behalf of Asotin County.
- ❖ Attend an Asotin BOCC meeting on at least a quarterly basis and provide updates and reports to the Commissioners regarding E911 issues.
- ❖ Attend and participate in State called meetings and trainings.
- ❖ Keep the State E911 Office informed of all pertinent 911 activities within the County of Asotin.
- ❖ Track all financial and operational activities associated with Asotin County E911.
- ❖ Stay current with E911 technologies and keep appropriate groups and agencies current with information on E911 technologies.
- ❖ Provide State E911 Office requested information and reports.
- ❖ Ensure Wireline, Wireless, Prepaid and Voice Over Internet Service Provider compliance with Asotin County and Washington E911 Excise Tax Ordinances.
- ❖ Coordinate educational programs within the Clarkston and Asotin School Districts with the Asotin County E911 Public Education Coordinator.
- ❖ Search for and apply for federal, state, and other grant funding opportunities related to 911 and operations within the County of Asotin.
- ❖ Serve as the grant manager for grants obtained in relation to 911 services.
- ❖ Maintain communication with WHITCOM on 911 activities and services.
- ❖ Provide regular updates to Asotin County E911 User Group on 911 activities at the National, State and Local level.
- ❖ Monitor the activities of the MSAG/Mapping Administration.
- ❖ Monitor the activities of the Public Education Coordinator.
- ❖ Assist the County Emergency Management Director with planning, development and updating of the Asotin County Emergency Operations Plan related to E911 Capabilities and Operations.
- ❖ Assist the County Chief Financial Officer and BOCC with the development of dispatch agreements.