

**AMENDED
INTERLOCAL COOPERATIVE AGREEMENT
RE: THE CREATION AND ADMINISTRATION OF A MULTI-
JURISDICTIONAL PUBLIC SAFETY ANSWERING POINT**

This Agreement is made this day by and between Chelan County, Washington; Douglas County, Washington; the City of Wenatchee, Washington and the City of East Wenatchee, Washington;

WHEREAS, Chelan County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, Douglas County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, The City of Wenatchee is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, the City of East Wenatchee is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, the entities named above, hereinafter "Parties" intend to form a Multi-Jurisdictional Public Safety Answering Point (PSAP), hereinafter "RiverCom";

WHEREAS, the Parties enter into this Interlocal Cooperative Agreement under the authority of RCW Chapter 39.34 in order to provide for the joint and/or cooperative exercise of their powers, privileges and authorities to operate a consolidated 911 emergency dispatch facility and organization;

WHEREAS, the Chelan County Board of County Commissioners authorized the execution of this Agreement at a regular meeting held on October 7, 2002;

WHEREAS, the Douglas County Board of County Commissioners authorized the execution of this Agreement at a regular meeting held on November 18, 2002;

WHEREAS, the City of Wenatchee City Council authorized the execution of this Agreement at a regular meeting held on October 10, 2002;

WHEREAS, the City of East Wenatchee City Council authorized the execution of this Agreement at a regular meeting held on October 22, 2002; and

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to set forth the terms and conditions under, which the Parties will jointly and cooperatively form and administer a regional PSAR that receives calls for emergency assistance from the public, and dispatches, the appropriate public safety responder(s).

ARTICLE II CREATION

2.01 There is hereby created a consolidated public safety communications center, a public agency hereinafter called "RiverCom". The Parties hereto each assign to said agency the responsibility for public safety communications for the purpose of communication and dispatching for public safety and emergencies in those participating incorporated and unincorporated areas of Central Washington State which are under jurisdiction of any Party to this agreement, or other agencies, entities or jurisdictions that choose to contract for services with RiverCom. Such agency shall be and is hereby created as a municipal corporation and a separate legal entity as authorized by RCW 39.34.030 (3)b.

2.02 The Treasurer of Douglas County will act as Treasurer of RiverCom. There is hereby created and established a special pooled fund, to be administered by the Treasurer, Which shall be known as the "RiverCom Fund" into which shall be deposited all funds received for the. account of RiverCom and from which shall be paid all proper claims as allowed by the Administrative Board in accordance with the provisions of RCW Chapter 36.22 and any other applicable statutes. RiverCom employees shall be paid on Douglas County's payroll schedule as part of Douglas County's function as Treasurer. RiverCom shall provide to Douglas County an amount agreeable to RiverCom and Douglas County as compensation for Douglas County's services to RiverCom by Douglas County. RiverCom employees are not employees of Douglas County.

2.03 RiverCom shall be a separate entity answerable only to the RiverCom Administrative Board. It is separate from any existing emergency response agency for operational control. Any and all operational and/or procedural matters not otherwise delegated to the Director shall be decided -by the Administrative Board.

2.04 Upon execution of this Agreement, each Party shall be an equal equity partner in RiverCom. In the future, each Party's equity proportion may change based on the future contribution(s) of capital and/or equipment by one or more

of the Parties. Any change in equity between the Parties must be approved by the Administrative Board.

ARTICLE III SERVICES PROVIDED

3.01 Emergency dispatch services for the Parties, customer law enforcement agencies, fire districts and departments, and public or private ambulance services.

3.02 Information from the Washington State Patrol Law Enforcement Data Communications System to participating law enforcement agencies.

3.03 Answering, monitoring and dispatch services to assist customer agencies in responding to public safety emergencies and other calls for assistance.

ARTICLE IV ADMINISTRATIVE BOARD

4.01 **Administrative Board Established.** There is hereby established an Administrative Board consisting of the following five (5) voting members:

1. One County Commissioner from Chelan County.
2. One County Commissioner from Douglas County.
3. One elected official to be chosen by the City of Wenatchee.
4. One elected official to be chosen by the City of East Wenatchee.
5. One member of the ex-officio members group. Selection of this member shall be governed by paragraph 4.02A.

4.02 **Ex-Officio Members.** In addition to voting members, the following persons are non-voting ex-officio members of the RiverCom Administrative Board:

1. The Sheriff of Chelan County.
2. The Sheriff of Douglas County.
3. The Police Chief of the City of Wenatchee.
4. The Police Chief of the City of East Wenatchee.
5. A Mayor representing the regional smaller cities.
6. A representative of the North Central Washington Fire Chiefs and Commissioners Association.
7. A representative of the Chelan - Douglas EMS Council.
8. A representative of the EMS User Transport Agencies.

4.02A Selection of Ex-Officio Member of the Administrative Board. The members of the ex-officio group shall select one of its members to serve as one of the five (5) voting members of the Administrative Board. This position shall rotate annually, and the new member shall become a voting member of the Administrative Board at the first meeting of the Administrative Board during the calendar year. The first member selected shall become a voting member of the Administrative Board as soon as this amended agreement is ratified, and shall serve for at least one (1) full calendar year. Representatives or employees of Chelan County, Douglas County, the City of Wenatchee and the City of East Wenatchee shall not be eligible for this position, but are eligible to vote during the selection process.

4.03 Quorum. A quorum for the Administrative Board shall consist of any three (3) voting members. The Chairperson of the Board shall vote on all issues unless abstaining.

4.04 Alternates. Each agency or group represented by a voting Administrative Board member, as provided above, shall designate an alternate elected official for each voting Administrative Board position (the alternate ex-officio member need not be an elected official). Each agency or group represented by an ex-officio Administrative Board member, as provided above, shall designate an alternate for each Administrative Board ex-officio position. The names of all Administrative Board members and alternates shall be sent to RiverCom in writing to be filed, and shall be updated in writing by each board, council, or commission whenever the designees are changed, whose name shall be filed with RiverCom, and who shall act as an alternate Administrative Board member and attend all of the Administrative Board meetings in lieu of the Administrative Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. Alternates for voting Administrative Board members shall have full powers to vote and act as an Administrative Board member at all such meetings that such alternate attends in lieu of the regularly designated voting Administrative Board member.

4.05 Chairperson. The members of the Administrative Board shall elect a chairperson of the Administrative Board to a one year term who shall preside at all meetings of the Administrative Board. The members of the Administrative Board shall elect a Chairperson Pro Tem for a one year term who shall preside at meetings of the Administrative Board when the Chairperson is absent. An election shall be held during the last regularly scheduled Administrative Board meeting of each calendar year to elect the Administrative Board's Chairperson and Chairperson Pro Tem for the following calendar year.

4.06 Board Secretary. The Director of RiverCom or his/her designee shall act as Secretary of the Administrative Board.

4.07 Role and Functions. The Administrative Board shall adopt, and when necessary amend, the definitional, operational, and procedural parameters and functions of RiverCom. The functions of the Administrative Board shall be as follows:

1. Budget formation, approval and submission to the legislative bodies of the parties to this agreement as well as to customer agencies.
2. Development of operational priorities, policies and procedures for systems development, programming, operational and personnel policies, and equipment usage.
3. Review of the administrative policies of RiverCom.
4. Establishment of policies for expenditures of budgeted items for RiverCom.
5. Supervision, negotiation and approval of all labor agreements and amendments to same.
6. Employment, termination and supervision of the Director of RiverCom.
7. Approval of the Director's proposals for new equipment.
8. Approval of payment for all accounts payable.
9. Contract for services such as legal advice, technical consulting, etc.

4.08 Insurance. RiverCom shall obtain and maintain liability insurance and replacement value insurance covering all equipment owned by RiverCom. The insurance carrier(s), level of coverage, deductible, and other significant coverage issues shall be as agreed to by the Administrative Board. Each Administrative Board member and the Director shall be named as additional insureds on the liability coverage. RiverCom shall additionally obtain and maintain other insurance policies as may be required by applicable law or as necessary as determined by the Administrative Board.

4.09 Contracting for Services. The Administrative Board may contract with nonmember public and private organizations or agencies for emergency communications, alarm systems, and other communication services. Such organizations or agencies shall be charged a standard rate for these services as established annually by the Administrative Board.

4.10 Technical Expertise. RiverCom may provide to the Administrative Board or any Party to this agreement technical expertise as may be required for proper operations of their systems and for procurement of their

communications equipment and otherwise in furtherance of the purposes of RiverCom.

4.11 Board Positions Unpaid. No member of the RiverCom Administrative Board shall be paid for his/her services thereon.

4.12 Vote Allocation. Each member of the Administrative Board shall have an equal vote in Administrative Board decisions. Ex-officio members and the Director of RiverCom will not vote on any matters.

4.13 Additional Vote Requirements. All decisions, actions, resolutions and motions made by the Administrative Board must be made and passed by not less than a majority vote of a quorum.

ARTICLE V TECHNICAL ADVISORY COMMITTEES

5.01 Formation. Three technical advisory committees to the Administrative Board shall be formed, one for Police Services, one for Fire Services and one for Emergency Medical Services.

5.02 Police Technical Advisory Committee (TAC). The Police TAC shall be comprised of the following members: the Sheriff of Chelan County; the Sheriff of Douglas County and the Chiefs of Police of all member agency and contract agency jurisdictions. Each committee member shall designate an alternate member from his/her agency who shall attend Police TAC meetings-at such times the duly designated committee *member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as a Police TAC member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by RiverCom may be members of the Police TAC.

5.03 Fire Technical Advisory Committee (TAC). The Fire TAC shall be comprised of the following members: The Fire Chief from each fire service jurisdiction served by RiverCom. Each committee member shall designate an alternate member from his/her agency who shall attend Fire TAC meetings at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote .and act as a Fire TAC Committee member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by RiverCom may be members of the Fire TAC.

5.04 Emergency Medical Services (EMS) Technical Advisory Committee (TAC). The EMS TAC shall be comprised of the following members: A representative from any EMS service dispatched by RiverCom. Each committee member shall designate an alternate member from his/her agency who shall

attend EMS TAC meetings at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as an EMS TAC Committee member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by RiverCom may be members of the EMS TAC.

5.05 Authority. Each Technical Advisory Committee, with the Director's consent, shall have the authority to recommend operational changes. All revisions to operational procedures are subject to review by the Administrative Board.

5.06 Standing Committees. The Technical Advisory Committees shall be standing committees and shall meet at such time as the committees shall determine. Each committee shall select a Chairperson who shall conduct the meeting and assume other functions as the committees shall determine. The Chairperson of each Technical Advisory Committee shall also advise the Administrative Board at its regularly scheduled meetings of the needs of the operating departments served by RiverCom. The Director or his/her designee will serve as secretary to the Technical Committees.

ARTICLE VI DIRECTOR

6.01 Position Created. There shall be a Director of RiverCom appointed by the Administrative Board. The Director shall be selected on the basis of administrative and technical competence and experience.

6.02 Confidential Employee. The Director will be a confidential employee of RiverCom and will be a part of management's bargaining team during labor negotiations. The Director will also be responsible for administering any existing labor agreements covering RiverCom personnel under his/her supervision.

6.03 Responsibilities. The Director shall be responsible for administration, budget, personnel, dispatching, records, communications, and other Communications Center functions in conformance with the policies of the Administrative Board.

6.04 Authority. The Director shall have authority and responsibility to schedule, hire, train and discipline, up to and including termination, all RiverCom personnel within the documented personnel policy guidelines established by the Administrative Board, and any existing labor agreements.

ARTICLE VII FINANCES

7.01 Budget. The Director of RiverCom, with the assistance of the Administrative Board, shall each year prepare a proposed work and project plan

and a preliminary Budget of revenue and expenditures for the operation of RiverCom for the next calendar year on or before the date of the first Administrative Board meeting in August. The Administrative Board shall approve the preliminary RiverCom Budget on or before the first Administrative Board meeting in October, and submit said Budget to each jurisdiction served by RiverCom. The Administrative Board shall also submit to such bodies an explanation for the adopted RiverCom Budget. Said budget shall include a provision for a contingency fund with monies set aside as specified by the RiverCom Administrative Board, or there shall be a mechanism for access to a like amount of funding from other recognized sources such as a pre-approved line of credit. Said Budget shall be consistent with the budgeting, accounting, and reporting system (BARS) as detailed by the Office of the Washington State Auditor and Douglas County's budget procedures. Said Budget may be subject to amendment by the Administrative Board as to detail in accordance with RiverCom's and Douglas County's budget procedures and laws.

7.02 Equipment Replacement and Capital Improvement Fund. RiverCom's Budget will include an account entitled "Equipment Replacement and Capital Improvement Fund". Each year the Administrative Board will insure said Fund has adequate monies to replace or improve equipment which has failed or become unreliable. All interest income which is realized as a result of investing monies in said Fund will remain in the Fund. The Administrative Board may, by Resolution, expend funds in the Fund for capital improvements.

7.03 Enhanced 9-1-1 Equipment Replacement Fund. RiverCom's Budget will include an account entitled "Enhanced 9-1-1 Equipment Replacement". The Administrative Board must place funds into this Fund for the replacement of equipment eligible for Enhanced 9-1-1 grant funds per the applicable Washington Administrative Code (WAC). All interest income which is realized as a result of investing monies in the Fund will remain in the Fund. The Administrative Board may, by Resolution, expend funds in the Fund for equipment replacement of eligible enhanced 911 equipment.

7.04 Cost Distribution. In conjunction with the development of the annual budget, the Administrative Board shall prepare a formula based methodology that distributes RiverCom's operational costs among all Parties to this Agreement and all of RiverCom's customer agencies. Operational costs are salaries and wages, personnel benefits and taxes, utilities, leases, insurance, communications services, professional services, maintenance, supplies, debt service and other non-capital costs expended entirely within one budget year. A customer agency is any private or public entity for which RiverCom provides emergency call receiving and/or dispatch service. Said formula shall distribute costs proportionally among the Parties to this Agreement and RiverCom's customer agencies based on each entity's actual usage of RiverCom services as evidenced by either the number of radio logs and/or dispatched events, (which will not include traffic stops made by law enforcement officers), generated by each Party or customer agency. In July of each year a total count

shall be made to determine the number of radio logs and dispatched events each participating agency generated between July 1st of the year previous to the year in which the budget is being formulated and June 30th of the year in which the budget is being formulated.

7.05 Billing and Non-payment. Each Party to this Agreement, and each customer agency contracting for RiverCom services, shall be billed by December 15th for the upcoming year. Parties may choose to make an annual payment in full by January 10th of the budget year, or twelve equal monthly payments, which shall be due by the 10th of each month. Any Party falling two (2) months in arrears shall be considered delinquent, and in that event, the Administrative Board shall have authority to terminate all services to such Party and all participation of such Party to the functions of RiverCom, however, said Party shall be liable for its contributions to RiverCom's budget through December 31st of the year following the termination of the delinquent Party's services. The Administrative Board will then redistribute the costs to the remaining Parties and customer agencies contracting for RiverCom services.

7.06 Other Funding. RiverCom may accept gifts, grants, or loans of money, equipment, or services from any lawful source. RiverCom shall also cooperate in all ways with local, state, and federal government agencies and any private funding sources to maximize the use of grants or gifts for equipment and operations.

7.07 Enhanced 911 Grants and Taxes Received by Chelan County. On the date RiverCom begins to provide emergency dispatch services for Chelan County, Chelan County hereby agrees to assign and forward all tax and/or grant monies designated by law for the support of enhanced 911 operations collected by Chelan County to RiverCom for administration by the RiverCom Administrative Board.

7.08 Enhanced 911 Grants and Taxes Received by Douglas County. On the date RiverCom begins to provide emergency dispatch services for Douglas County, Douglas County hereby agrees to assign and forward all tax and/or grant monies designated by law for the support of enhanced 911 operations collected by Douglas County to RiverCom for administration by the RiverCom Administrative Board.

7.09 Bond Payments. Any bonds issued by the Parties for RiverCom capital projects, maintenance or operations shall be re-paid from the RiverCom operations budget, however, each Party's organization is ultimately responsible to assure its bond payments are made.

7.10 Assets. Assets transferred by any Party to this Agreement to RiverCom shall be appropriately documented by the Party and RiverCom, and shall become RiverCom assets. Assets shall be transferred without compensation to the transferring Party. RiverCom shall be responsible for the operation and maintenance of said asset(s) after they are transferred to RiverCom. The

acceptance of, a Party's asset(s) by RiverCom shall be at RiverCom's sole discretion.

ARTICLE VIII FACILITIES AND EQUIPMENT

8.01 Primary Public Safety Answering Point (PSAP). RiverCom shall be the primary PSAP for Chelan County and for Douglas County.

8.02 Enhanced 911 Telecommunications Equipment. RiverCom shall own, operate and fund all emergency telecommunications equipment, networks and databases necessary to provide enhanced 9-1-1 service. In cooperation with telecommunications service providers, the Administrative Board shall approve the continuing administration of the Enhanced 911 Emergency Telephone System insofar as practical for use within the area served by RiverCom. The Director, under direction of the Administrative Board, shall administer the Enhanced 911 Emergency Telephone System as an operational function of RiverCom in accordance with Referendum 42. All eligible costs of the operation and administration of the E9-1-1 system as defined by the Revised Code of Washington (RCW) or by the Washington Administrative Code (WAC) shall be paid with dedicated Enhanced 911 (E911) tax revenues or State E911 funds.

8.03 Other Equipment. RiverCom shall own and maintain all equipment procured for purposes of establishing and maintaining operations. This includes all office furniture as well as office, radio,- data, telephone equipment, etc. RiverCom shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary.

8.04 Responsibilities of the Parties. RiverCom Parties shall be individually responsible for the provision of equipment for communicating with RiverCom or between their personnel. Each member shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to RiverCom's operations. Interconnecting equipment may or may not be included in RiverCom's budget as the Administrative Board shall determine. Each member shall be responsible for purchasing, maintaining, and repairing their own base, mobile, and portable communications equipment including pagers and computers.

8.05 Radio Frequency Licenses. RiverCom shall be responsible for holding, maintaining and renewing all Federal Communications Commission (FCC) Radio Frequency Licenses necessary for operations on RiverCom's primary dispatch channels. In consideration for access to RiverCom's radio channels; RiverCom's maintenance of said radio channels and their supporting infrastructure; RiverCom's support of interagency interoperability; RiverCom's improvements to the region's overall radio infrastructure; as well as the assurance that a future terminating Party would not be able to negatively affect

the remaining Parties by legally operating on RiverCom's licensed radio channels, each Party to this Agreement agrees to transfer its existing public safety FCC Radio Frequency Licenses for its primary dispatch channel(s) to RiverCom. RiverCom shall ensure all FCC Radio Frequency Licenses include authorization so each Party can use RiverCom's primary dispatch channels.

ARTICLE IX ADMISSION OF NEW PARTNERS

9.01 Conditions for Admission. Public entities that are not signators to this Agreement prior to the initial funding period may be added as parties to this Agreement upon such terms and conditions as agreed upon by the existing Parties to this Agreement. The admission of additional parties shall be by written addendum to this Agreement after approval by the Administrative Board and the subsequent ratification by a majority of the legislative bodies of all Parties to this Agreement at the time the additional party is to be added.

ARTICLE X WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM

10.01 Provisions for Use. The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as RiverCom, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for such communication, therefore, the following is specifically agreed to:

10.02 Responsibility. RiverCom shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. RiverCom shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.

ARTICLE XI DURATION AND TERMINATION OF AGREEMENT

11.01 Duration. This Agreement shall continue until the Parties hereto unanimously agree to dissolve RiverCom.

11.02 **Withdrawal.** Except as otherwise specifically provided herein, the parties to this agreement may not withdraw from RiverCom until after July 1, 2024. Also, prior to July 1, 2024, the parties to this Agreement cannot change their methods of dispatch services; for example, the parties may not setup internal dispatching services within their own agency. Thereafter, any Party to this agreement may withdraw from RiverCom upon at least one (1) year's written notice to the Administrative Board. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year. RiverCom will assist the terminating Party with the acquisition of FCC radio frequency licenses for its dispatch operations, but RiverCom is not required to surrender any of its FCC licenses nor is RiverCom obligated to agree to co-license the terminating Party on any of RiverCom's licensed frequencies.

11.03 **Distribution of Assets.** All equipment purchased or acquired by RiverCom and used in common for RiverCom purposes shall be retained by RiverCom upon the withdrawal of any Party to this Agreement. Provided, however, if this Agreement is terminated and RiverCom dissolved, the Administrative Board shall divide the assets of RiverCom according to each Party's equity position. Frequencies held by RiverCom shall be transferred to the Party or customer that held said frequencies prior to RiverCom's formation.

11.04 **RiverCom Obligations at Termination.** All legal and financial obligations incurred by RiverCom prior to termination shall remain RiverCom's.

ARTICLE XII AMENDMENTS

12.01 **Conditions for Amendments.** This Agreement may be amended, supplemented or modified at any time by action of the Administrative Board and then after ratification by a majority of the legislative bodies of all Parties to this Agreement.

ARTICLE XIII PERFORMANCE OF AGREEMENT

13.01 **Compliance with All Laws.** RiverCom and each Party to this Agreement shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

13.02 **Maintenance and Audit of Records.** RiverCom shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and

indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

13.03 Improper Influence. Each Party to this Agreement agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

13.04 Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE XIV DISPUTES

14.01 Time. Time is of the essence of this Agreement.

14.02 Conflict. In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto;
then 4. The terms and conditions of this Agreement.

14.03 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

14.04 Dispute Resolution. Disputes, other than those which relate to non-payment, shall be arbitrated by the Parties pursuant to the rules of the American Arbitration Association.

14.05 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington.

14.06 **Venue.** The venue for legal action brought by any Party to this Agreement over the terms and conditions of this Agreement shall be the Superior Court of Grant County, Washington.

ARTICLE VX GENERAL PROVISIONS

15.01 **Assignment.** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

15.02 **Other Agreements Cancelled.** When RiverCom begins operations and starts to provide emergency dispatch services for a Party, any contracts for emergency dispatch communications services between that Party and any other Party shall terminate.

15.03 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes any and all previous agreements relating to the creation, funding, operation or maintenance of a regional emergency dispatch and communications center. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

15.04 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

15.05 **Counterparts.** This Agreement may be executed by the Parties using duplicate counterparts.

15.06 **Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Auditor of each County and the City Clerk of each City prior to its entry into force.

ARTICLE XVI INDEMNIFICATION

16.01 **Indemnification Clause.** Each Party agrees to defend, indemnify and to hold harmless RiverCom and the other Parties to this Agreement from all claims, loss or damage, including costs and reasonable attorney fees, resulting from any Party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of any Party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or

emergency medical services. In addition to and notwithstanding the foregoing, RiverCom is solely responsible for any liability or claim of liability which arises out of the exercise or alleged exercise of authority by any employee of RiverCom, and shall defend, indemnify and hold harmless the Parties from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the acts or omissions of RiverCom, its employees, officers, agents, or volunteers, in connection with the performance of this Agreement.


ARTICLE XVII EXECUTION OF AGREEMENT

17.01 Process for Execution of Agreement. Each Party to this Agreement may bind itself with all other Parties to this Agreement to form RiverCom by signing a duplicate original of this Agreement and submitting such signed duplicate original to RiverCom. It is understood that such execution shall not require that one original Agreement be signed by all Parties to this Agreement, but that there will be several duplicate originals signed by each Party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each Party to this Agreement shall be bound to it as of the date it is signed by that member.

Adopted 5-8-07

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS





CHAIR



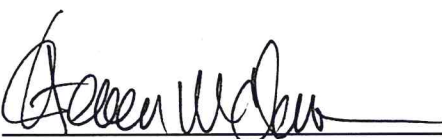
VICE CHAIR



COMMISSIONER

ATTEST:


CLERK OF THE BOARD

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

Adopted June 18, 2007

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Kath W. Goehner

CHAIR

Ron Wald

COMMISSIONER



Buell Hawkey

COMMISSIONER

ATTEST:

Janet K. Merry


CLERK OF THE BOARD

APPROVED AS TO FORM:

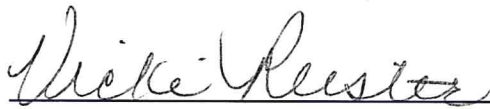
PROSECUTING ATTORNEY

Adopted 5-1-07

CITY OF WENATCHEE, WASHINGTON
CITY COUNCIL


MAYOR

ATTEST:

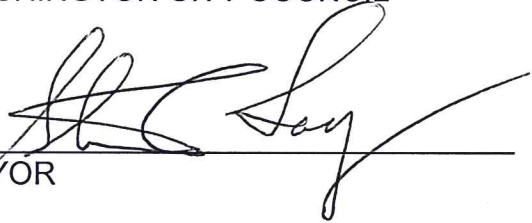

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


Adopted May 22, 2007

CITY OF EAST WENATCHEE,
WASHINGTON CITY COUNCIL



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY