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CITY OF PULLMAN INTERLOCAL AGMT WHITMAN COUNTY

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City of Pullman
325 S.E. Paradise
Pullman, WA 99163

Document Title: Resolution No. R-18-04 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN, WHITMAN COUNTY, AND WASHINGTON STATE UNIVERSITY, FOR THE PURPOSE OF CREATING WHITCOM AS AN INDEPENDENT AGENCY TO OPERATE THE WHITMAN COUNTY ENHANCED 911 EMERGENCY COMMUNICATIONS AND DISPATCH SYSTEM.

Reference Number(s) of Related Documents: None

Grantors: Whitman County, a political subdivision of the State of Washington, the City of Pullman, a municipal corporation of the State of Washington, and Washington State University, an institution of higher education and an agency of the State of Washington.

Grantee: The Public

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A

RESOLUTION NO. R- 18 -04

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN, WHITMAN COUNTY, AND WASHINGTON STATE UNIVERSITY, FOR THE PURPOSE OF CREATING WHITCOM AS AN INDEPENDENT AGENCY TO OPERATE THE WHITMAN COUNTY ENHANCED 911 EMERGENCY COMMUNICATIONS AND DISPATCH SYSTEM.

WHEREAS, the City Council of the City of Pullman has before it an Interlocal Agreement entitled "Interlocal Agreement for Enhanced 911 Emergency Communications and Dispatch System" which is attached hereto and marked as Exhibit "A"; and,

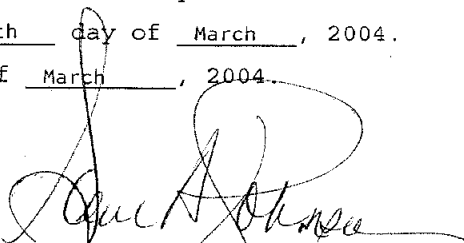
WHEREAS, this City Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Agreement; now therefore,

IT IS HEREBY RESOLVED that the Mayor and the Finance Director are authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Whitman County and Washington State University.

IT IS FURTHER RESOLVED that executed copies of said Agreement shall be filed with the Whitman County Auditor and the Finance Director of the City of Pullman.

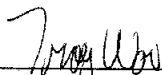
ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 30th day of March, 2004.

DATED this 31st day of March, 2004.



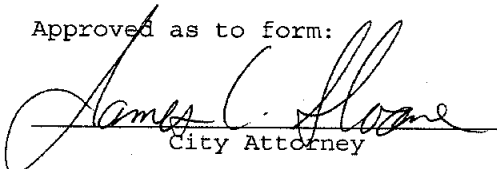
Mayor

ATTEST:



Finance Director

Approved as to form:



City Attorney

**INTERLOCAL AGREEMENT
FOR ENHANCED 911 EMERGENCY COMMUNICATIONS
AND DISPATCH SYSTEM**

THIS Agreement made and executed this 5th day of April 2004, by and between Whitman County, a political subdivision of the State of Washington, (the "COUNTY"), the City of Pullman, a municipal corporation of the State of Washington, (the "CITY"), and Washington State University, an institution of higher education and an agency of the State of Washington, (the "UNIVERSITY"), hereinafter collectively referred to as the "PARTIES."

I. RECITALS

1. This Agreement is entered into pursuant to the authority of the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.
2. The legislature of the State of Washington has directed that each county of the State of Washington, singly or in combination with adjacent counties, implement districtwide, countywide, or multicountywide enhanced 911 emergency communications and dispatch systems.
3. The PARTIES have recognized that establishment of a single Enhanced 911 Emergency Communications and Dispatch System is the most cost effective means to provide emergency communications service for all of Whitman County and the surrounding area.
4. Chapter 82.14B of the Revised Code of Washington establishes taxing authority for the COUNTY to fund an emergency services communications system, and RCW 82.14B.020 currently defines "emergency service communications system" as:

a multicounty, countywide, or districtwide radio or landline communications network, including an enhanced 911 telephone system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services.

5. The COUNTY, CITY, and UNIVERSITY entered into an interlocal agreement in 1996, which was subsequently amended in 2002, to provide a countywide Enhanced 911 emergency communications and dispatch services system ("WHITCOM") utilizing various existing facilities and equipment. The PARTIES now seek to further increase efficiency by eliminating duplication of effort, consolidating financial resources, and eliminating the operational limitations encountered by operating more than one E-911 emergency communications and dispatch center in a limited geographic area. By this Agreement the COUNTY, CITY, and UNIVERSITY agree to replace the previous interlocal agreements.

062385

6. In addition to their direct financial contribution, the PARTIES acknowledge that there are tangible and intangible benefits contributed by the PARTIES to facilitate the operation of the existing WHITCOM system that will not be fully reimbursed through the cost-sharing allocations provided in this Agreement.

NOW, THEREFORE, it is hereby agreed by the PARTIES as follows:

II. PURPOSE

1. INTENT OF THE PARTIES.

This Agreement memorializes the PARTIES' intent to establish an independent agency, WHITCOM, by interlocal agreement to operate the Whitman County Enhanced 911 Emergency Communications and Dispatch Center at a site to be provided by the COUNTY. WHITCOM will serve as the single Public Safety Answering Point ("PSAP") and emergency communications and dispatch center for all police, fire, and emergency services providers in Whitman County and for the Contract Subscribers in the surrounding area, including the City of Moscow, Idaho, and Asotin County, Washington.

2. LEVEL OF SERVICE

It is the intent of the PARTIES that the level of emergency communications and dispatch service provided by WHITCOM to the PARTIES under this Agreement shall be the same or higher than exists at the time that this Agreement becomes effective.

III. ESTABLISHMENT AND ADMINISTRATION OF WHITCOM

1. ESTABLISHMENT OF WHITCOM.

By the terms of this interlocal agreement, WHITCOM is hereby established by the PARTIES as the E-911 emergency communications and dispatch center and PSAP for all of Whitman County and the surrounding areas under the jurisdiction of the Contract Subscribers, including the City of Moscow, Idaho, and Asotin County, Washington.

2. WHITCOM EXECUTIVE BOARD.

- a. The WHITCOM Executive Board is hereby established by the PARTIES to this Agreement to administer the operations of WHITCOM and the implementation of this Agreement. The Executive Board shall meet once a month. The Executive Board shall resolve issues that are not addressed specifically in this Agreement or in the approved WHITCOM annual budget. The Executive Board shall not decide issues that would have the effect of modifying this Agreement or the approved WHITCOM budget,

and shall refer the resolution of those issues to the PARTIES to address. The WHITCOM Executive Board shall consist of two voting members each from the COUNTY, the CITY and the UNIVERSITY; specifically including, the COUNTY sheriff, the UNIVERSITY Chief of Police, and the CITY Fire Chief as voting members of the Executive Board. A representative of Asotin County, Washington, and a representative of the City of Moscow, Idaho, shall be ex-officio members of the Executive Board and shall be allowed to address concerns regarding policies, procedures and operating protocols to be used by WHITCOM in providing emergency communications and dispatch services to the areas within their jurisdiction, but shall not have the right to vote.

- b. The Executive Board shall:
- i. Develop, monitor, manage, adapt and amend, as necessary, the policies, procedures, and operating protocols required for the operation of WHITCOM; and
 - ii. Authorize expenditures for the acquisition, purchase, and disposal of property and equipment as deemed necessary to fulfill the objectives of this Agreement consistent with the approved WHITCOM budget; and
 - iii. Provide a fee schedule to be charged to Contract Subscribers for the cost of any Emergency Communications Services provided by WHITCOM to such entities; and
 - iv. Supervise preparation of the annual budget of revenues and expenditures for the operation of WHITCOM for approval by each PARTY of its proportionate share of allocated costs and expenses; and
 - v. Recommend a final budget for WHITCOM to the Board of County Commissioners of Whitman County including any necessary amendments; and
 - vi. Purchase general liability, property and casualty insurance to protect the PARTIES from liability arising out of the operation of WHITCOM and to provide for the replacement of WHITCOM property and equipment damaged or destroyed as a result of a fire or casualty event.
- c. The Executive Board shall have specific responsibility for ensuring 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 administration of the criminal laws or other purposes authorized under applicable state and federal laws. The Executive Board shall establish the rules and regulations for WHITCOM deemed necessary to comply with the all applicable provisions of state or federal law to properly restrict access to, and provide security for, any

criminal justice records information received by or through the means of the WHITCOM E-911 emergency communications network.

- d. The Executive Board shall ensure that the level of training of all WHITCOM employees meets applicable standards set by state and federal law. All WHITCOM employees will meet standards, accreditation and certification in the time frames recommended, adopted or mandated by the State E-911 Office.
- e. Executive Board meetings will be conducted according to Robert's Rules of Order. The chairman of the board shall serve a one-year term to commence May 1 each year and end April 30 of the following year. Selection of the chairperson shall be by majority vote of the members of the Executive Board. Executive Board meetings will be held once per month on a date, and at a time and a location determined by the Board.
- f. Agencies that become participating agencies in WHITCOM shall meet equipment standards that are compatible with WHITCOM, as determined by the Executive Board. Once equipment is approved by WHITCOM no participating agency in the Enhanced 911 emergency communications system will employ equipment requiring an additional cost or affecting the operations of WHITCOM without approval of the WHITCOM Executive Board.

3. FINANCE COMMITTEE

- a. To enhance the financial management and operation of WHITCOM and to protect the financial investments of all participating PARTIES, a Finance Committee composed of three (3) Executive Board members shall be created. Membership of the Finance Committee will consist of the following representatives:
 - i. One (1) member representing the County
 - ii. One (1) member representing the City
 - iii. One (1) member representing the University

The Finance Committee will report to the WHITCOM Executive Board.

- b. The Finance Committee will meet at least twice a year. The first meeting will be in the 1st quarter of the year to review the previous year's revenues and expenses to determine if WHITCOM is meeting the financial goals set in the Annual Budget. The second meeting of the Finance Committee will occur in the 3rd quarter of the year to review the preliminary WHITCOM budget for the following year, and to make recommendations to the Executive Board on the appropriate allocation of costs to the PARTIES for the operation of WHITCOM.

4. WHITCOM DIRECTOR.

- a. The WHITCOM Executive Board shall appoint a WHITCOM Director. The WHITCOM Director will be responsible to the Executive Board for the administration of the personnel necessary for the operation of the E-911 emergency communications and dispatch center, the implementation of the WHITCOM annual budget, and the enforcement of the policies and procedures adopted by the Executive Board for the operation of WHITCOM.
- b. The WHITCOM Director shall:
 - i. Manage the day-to-day operations of WHITCOM and supervise the emergency communications employees that serve WHITCOM; and
 - ii. Advise the Executive Board on hiring, discipline, and termination decisions relating to WHITCOM emergency communications employees; and
 - iii. Be responsible for the proper execution of the WHITCOM budget, and provide monthly expenditure reports to the PARTIES; and
 - iv. Develop and recommend to the Executive Board, as necessary, policies, procedures, and operating protocols for WHITCOM; and
 - v. Advise the Executive Board regarding the need for equipment, technical improvements, and upgrades to the WHITCOM emergency communications center; and
 - vi. Prepare state and federal grant applications for the operation of WHITCOM and administer all grants received by WHITCOM; and
 - vii. Manage the Geobase, including maintenance of the Master Street Address Guide (MSAG) and Automatic Number Identifier-Automatic Location Identifier (ANI-ALI) database for all of Whitman County and the surrounding area of the Contract Subscribers; and
 - viii. Perform further duties necessary for the operation of WHITCOM, as the Executive Board deems appropriate.

IV. FINANCING OF WHITCOM

1. COUNTY RESPONSIBILITIES.

- a. The Board of County Commissioners of Whitman County is, by statute, responsible for implementation and operation of an "emergency services communications system" within Whitman County, including approval of

the annual budget for such emergency communications and dispatch services system.

- b. The COUNTY will provide a site for the operation of WHITCOM, with all costs for the acquisition of the site and the necessary equipment to operate the facility to be shared by the PARTIES, in accordance with the Cost Allocation provisions of Section IV (4). The COUNTY shall provide administrative support to WHITCOM as agreed by the Executive Board, including, but not limited to, purchasing and auditing services and routine legal advice and counsel to the WHITCOM Director and the Executive Board.
- c. The COUNTY shall pay its allocated share of the annual unfunded costs and expenses of WHITCOM operations as determined by the Executive Board, acting on the recommendation of the Finance Committee.
- d. The COUNTY shall establish a dedicated fund(s) into which all taxes received by the COUNTY for E-911, and all grants and contract funds received by the COUNTY for E-911 shall be deposited, and out of which the remaining WHITCOM costs and expenses shall be paid. The funds in these accounts shall be used for WHITCOM costs and expenses only.
- e. The COUNTY shall establish a WHITCOM account into which the monthly contributions of the PARTIES, as determined hereinafter, shall be deposited, and out of which all WHITCOM costs and budgeted or approved expenses not covered by taxes, grants, and other revenues shall be paid. The COUNTY shall be responsible for acting as fiscal agent for WHITCOM and any cost to the COUNTY for providing such financial services shall be an expense of WHITCOM to be shared by the PARTIES.
- f. The COUNTY shall obtain all possible funding available for the enhanced 911 emergency communications system, including the taxes authorized in RCW 82.14B.030 (1), (2) and (3), and any state or federal grants or funds from contracts from other public or private Contract Subscribers. The COUNTY shall deposit all such funds received by it into the WHITCOM account established by Section IV(1)(e) above, and shall follow the normal procedures for drawing funds from the account to pay costs and expenses of WHITCOM. The COUNTY shall report all such funding it receives to the WHITCOM Executive Board and the PARTIES and shall make all such funding available for WHITCOM expenditures.
- g. The COUNTY shall make the Spillman Data Records System available to all PARTIES, subject to safeguards adopted by the Executive Board to protect confidentiality.



2. CITY RESPONSIBILITIES.

- a. The CITY shall pay its allocated share of the annual unfunded costs and expenses of WHITCOM as determined by the Executive Board, acting on the recommendation of the Finance Committee.
- b. The CITY shall review and provide preliminary approval or disapproval of the CITY'S allocated share of the expenses of WHITCOM as determined by the Executive Board for the annual WHITCOM budget preparation required in accordance with the budget schedules promulgated by the Board of County Commissioners.
- c. The CITY shall provide administrative support to WHITCOM, as agreed by the Executive Board, including, but not limited to, human resources support, payroll administration, and information technology services.

3. UNIVERSITY RESPONSIBILITIES.

- a. The UNIVERSITY shall pay its allocated share of the annual unfunded costs and expenses of WHITCOM as determined by the Executive Board, acting on the recommendation of the Finance Committee.
- b. The UNIVERSITY shall review and provide preliminary approval or disapproval of the UNIVERSITY'S allocated share of the expenses of WHITCOM as determined by the Executive Board for the annual WHITCOM budget preparation required in accordance with the budget schedules promulgated by the Board of County Commissioners.
- c. The UNIVERSITY shall maintain its existing police and fire dispatch center as the backup emergency communications system for WHITCOM, until the permanent backup emergency communications system is established by action of the Executive Board. The repair and maintenance of the backup emergency dispatch center shall be an obligation of the PARTIES in accordance with the Cost-Allocation formula in Section IV(4).
- d. The University shall, during a transition period from May 1, 2004, to December 31, 2004, continue to provide, as agreed by the Executive Board, administrative support as necessary for the maintenance of existing WHITCOM operations until all work is completed on the new WHITCOM Center and the facility is fully operational.

4. ALLOCATION OF WHITCOM COSTS TO PARTIES.

a. ALLOCATION OF COSTS - CAPITAL EXPENDITURES.

- i. The acquisition cost of the new WHITCOM emergency communications site and the major capital expenditures necessary for

equipment to operate the facility, will be shared based on one-third (1/3) proportionate share allocated to each PARTY, reduced by any grants for such expenditures from whatever source received and any contribution from Contract Subscribers for such expenditures, however derived.

- ii. Major capital expenditures are defined as computers, consoles, servers, antennas, and radio equipment that have an expected useful life of more than five years, or that cost more than \$10,000 and that are used solely by WHITCOM to provide emergency communications and dispatch services, and that portion of the Spillman equipment necessary for the Spillman Data Records System.

b. ALLOCATION OF COSTS – OPERATIONS.

- i. The formula for allocation of WHITCOM operating costs to the PARTIES, as set forth in the 2002 Agreement, shall remain in place for 2004.
- ii. After the year 2004, the Executive Board, acting on the recommendations of the Finance Committee, shall jointly develop the budget for WHITCOM operations for the succeeding year, including, but not limited to, the portions of the Spillman Data Record System used by all three PARTIES and the Contract Subscribers, WHITCOM facility rental, all employee salaries, wages and benefits, insurance, goods and services, travel, telephone charges, network charges, training, and equipment.
- iii. In allocating costs to the PARTIES, the Executive Board and the Finance Committee shall take into account the anticipated costs identified by the COUNTY, the CITY, and the UNIVERSITY for the provision of the administrative services by each entity necessary for the operation of WHITCOM.
- iv. Upon approval of the preliminary annual budget by the Executive Board, it shall then be submitted to the Board of County Commissioners of Whitman County for approval. There shall be deducted from the approved WHITCOM budget amount the expected tax revenues, grants and other funds to be received by all PARTIES from the state or federal governments for E-911, and any revenues to be received by WHITCOM for the emergency communications and dispatch services provided to Contract Subscribers. The PARTIES shall then be assessed their proportionate share of the remaining WHITCOM budget amount as recommended by the Finance Committee and adopted by the Executive Board.



c. DISAPPROVAL OF EXPENSES.

- i. In the event a PARTY contemplates disapproval of its share of WHITCOM expenses, as submitted by the Executive Board, it shall communicate to the Executive Board, with reasonable specificity, the reasons it contemplates disapproval within thirty (30) days of receipt of the proposed WHITCOM annual budget.
- ii. If the Executive Board is unwilling to recommend a change in the amount of the allocations, and a PARTY to this Agreement formally disapproves of its allocated share, its disapproval shall be treated as a termination of the Agreement in accordance with Section VIII.
- iii. In the event of such disapproval, the PARTY disapproving agrees to pay its allocated share of WHITCOM expenses until termination, provided such allocated share may not exceed the prior year's allocation for the PARTY plus 10 percent of the PARTIES' prior-year share.

d. PAYMENTS OF EXPENSES.

Each PARTY'S allocated share of WHITCOM expenses and each Contract Subscriber's annual contribution to the WHITCOM costs shall be divided into twelve (12) equal monthly installments. Each PARTY and Contract Subscriber, at the beginning of each month shall pay its monthly installment payment into the WHITCOM account established by the COUNTY for the payment of WHITCOM expenses. The PARTIES and Contract Subscribers shall make their respective payments into the WHITCOM account no later than the 10th calendar day of each month following provision of Emergency Communication Services by WHITCOM.

V. LIABILITY AND INSURANCE

1. Any loss or liability for WHITCOM operations, for the acts or omissions of WHITCOM employees performing WHITCOM functions, and for the acts or omissions of the WHITCOM Executive Board shall be borne by WHITCOM exclusively. WHITCOM liability shall not extend to unilateral acts or omissions of the COUNTY, the UNIVERSITY, or the CITY arising out of the control and administration of their respective personnel or administration functions undertaken with respect to, or arising out of, WHITCOM operations. Each PARTY shall defend, indemnify and save all other PARTIES harmless from any and all claims arising out of that PARTY's negligent performance of this Agreement.
2. The WHITCOM Executive Board shall procure liability insurance coverage in an amount it determines to be adequate and as approved by the Executive Board, for WHITCOM operations. The WHITCOM Executive Board shall



annually review WHITCOM's liability and other insurance coverage after providing the PARTIES to this Agreement an opportunity to comment on the adequacy of such coverage.

3. The WHITCOM Executive Board shall procure property and casualty insurance in an amount it determines is adequate to cover the replacement of property owned by WHITCOM.
4. Each of the PARTIES to this Agreement shall be named as insureds under the WHITCOM insurance policies. The insurance provided under this Section shall be primary and non-contributory for the liability and property losses covered. The costs of insurance shall be a cost of WHITCOM to be shared by all the PARTIES in accordance with the cost-sharing formula determined annually by the Executive Board on the recommendation of the Finance Committee.

VI. INDEMNIFICATION

1. No PARTY to this Agreement is responsible for the acts and/or omissions of the other PARTIES, or their officers, employees, or agents.
2. Each PARTY:
 - a. Shall indemnify, defend, and hold harmless the other PARTIES, their agents, officers, and employees from, and 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 in response to E-911 or dispatch calls from WHITCOM.
 - b. Each PARTY shall hold harmless the other parties for the acts or omissions of their respective public safety personnel.

VII. DURATION

This Agreement shall be effective from May 1, 2004 and shall continue until April 30, 2009. This Agreement shall be automatically renewed for successive one (1) year increments every year thereafter unless one or more PARTIES gives written notice of termination as provided in Section VIII or unless one or more of the PARTIES requests renegotiation of any of the terms of this Agreement by a notice in writing provided to the other PARTIES before December 31, 2008.

VIII. TERMINATION

A PARTY may withdraw from this Agreement by giving notice as provided for in Section XII of this Agreement, at least one (1) year in advance of the withdrawal date. If, after one or more PARTIES have withdrawn, there remains only one (1) signatory agency bound by this Agreement, this Agreement shall be deemed terminated.

IX. DISPOSITION OF ASSETS UPON TERMINATION

1. (a) Notwithstanding any provisions of this Agreement, the state legislative mandate calling for implementation of an enhanced 911 system statewide dictates that the COUNTY provide an enhanced 911 system to serve all of Whitman County; thus, withdrawal from this Agreement by the CITY and/or the UNIVERSITY shall not interfere with the COUNTY'S obligations to maintain and operate the enhanced 911 emergency services communications system.
 - (b) All assets acquired by WHITCOM with joint financial contributions of the PARTIES shall become the joint property of the PARTIES. Should a PARTY withdraw prior to the termination of the Agreement, it may not demand or obtain liquidation of its interest in such assets until the entire Agreement is terminated, but shall share equally in the distribution of the assets at the termination.
 - (c) Assets of WHITCOM acquired solely with dedicated and identified tax funds or grants, as distinguished from general receipts, received by the COUNTY shall be the sole property of the COUNTY and shall be dedicated exclusively for the emergency services communications system, in furtherance of the purposes stated herein, and such ownership shall not be affected by the COUNTY'S withdrawal from this Agreement.
2. (a) No PARTY to this Agreement shall acquire or retain any interest in any assets, equipment, or property of WHITCOM, whether real or personal, made available solely by the COUNTY to facilitate housing WHITCOM or made available solely by the UNIVERSITY for the backup emergency communications and dispatch system.
 - (b) No PARTY to this Agreement shall have the right to claim a refund of funds already contributed to the operations of WHITCOM, unless awarded in accordance with the Dispute Resolution Process in Section X herein.

X. DISPUTES

In the event that a dispute arises under this Agreement that the PARTIES cannot resolve, they shall first attempt mediation of the dispute by an impartial mediator satisfactory to all of the PARTIES. If mediation is not successful, the dispute shall be decided by a Dispute Panel in the following manner. Each PARTY shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint two additional members to the Dispute Panel. The Dispute Panel shall review the facts, the terms of this Agreement, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the PARTIES. The PARTIES shall equally share the cost of a mediator and of the two additional members of the Dispute Panel.

XI. REMEDIES

1. NONPAYMENT. A PARTY may enforce against any other PARTY nonpayment of amounts determined to be due by a majority of the Executive Board.
2. WAIVER. Each PARTY waives as to the other PARTIES any incidental or consequential damages for breach of the Agreement.
3. OTHER REMEDIES. Any PARTY may enforce the provisions of this Agreement through the Disputes process provided in Section X. No other remedy is intended by this Agreement except withdrawal in accordance with the terms of the Agreement.

XII. NOTICES

All notices, requests, approvals, consents, or other communication that may be required by this Agreement shall be given as follows:

- | | |
|----------------|--|
| TO COUNTY: | Board of County Commissioners
Chairperson
404 N. Main Street
Colfax, WA 99111 |
| TO CITY: | Mayor
City of Pullman
325 S.E. Paradise Street
Pullman, WA 99163 |
| TO UNIVERSITY: | Vice President for Business Affairs
Washington State University
432 French Administration Building
Pullman, WA 99164-1045 |

XIII. RECORDS MAINTENANCE

1. The PARTIES to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs of WHITCOM expended by each PARTY in the performance of the responsibilities described in this Agreement. These records shall be subject to inspection, review or audit upon request by personnel of each PARTY, other personnel duly authorized by each PARTY, the Office of the State Auditor, and federal officials so authorized by law.
2. The PARTIES shall retain for six (6) years after expiration of this Agreement all books, records, documents and other material relevant to this Agreement. The Office of the State Auditor, federal auditors, internal auditors and any

persons duly authorized by the PARTIES shall have full access and the right to examine any of this material during this period.

3. Records and other documents, in any medium, furnished by one PARTY to this Agreement to any other PARTY, will remain the property of the furnishing PARTY unless otherwise agreed. The receiving PARTY will not disclose or make available this material to any third persons or entities without first giving notice to the furnishing PARTY and giving it a reasonable opportunity to respond. Each PARTY will utilize reasonable security procedures and protections to assure that records and documents provided by another PARTY are not erroneously disclosed to others.

XIV. AMENDMENTS

This Agreement may be amended by Agreement of all PARTIES, executed in writing and appended to this Agreement.

XV. ENTIRE AGREEMENT

This is the entire Agreement of the PARTIES for the establishment of the WHITCOM Enhanced 911 Emergency Communications and Dispatch Center. This Agreement is intended to supercede and replace all previous interlocal Agreements for emergency communication and dispatch services executed between the PARTIES. No other written or oral promise by any PARTY shall be considered to alter or affect this Agreement.

XVI. INTERPRETATION

As a further condition of this contract, 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 any PARTY.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement by and through their duly authorized representatives.

WHITMAN COUNTY

Greg Parleb 3-29-04
Greg Parleb, Chair Date
Commissioner

CITY OF PULLMAN

Glenn A. Johnson 3/21/04
Glenn A. Johnson, Mayor Date

ATTEST:

Jerry Finch 3/29/04
Jerry Finch, Commissioner Date

Troy Woo
Troy Woo, Finance Director Date

Approved as to form:

Les Wigen 3-29-04
Les Wigen, Commissioner Date
ATTEST: Chair

James C. Sloane
James C. Sloane, City Attorney

Maribeth Becker
Clerk of the Board

Approved as to form:

Denis Tracy
Denis Tracy
Chief Deputy Prosecuting Attorney

WASHINGTON STATE UNIVERISTY

Gregory P. Royer 4/5/04
Gregory P. Royer Date
Vice President for Business Affairs

Approved as to form:

Sylvia Glover 3/31/04
Sylvia Glover, Assist Attorney General