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Pullman, WA 99163



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INTERLOCAL AGMT WHITMAN COUNTY

Document Title: Resolution No. R-19-04 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN, WHITMAN COUNTY, WASHINGTON STATE UNIVERSITY, AND ASOTIN COUNTY FOR THE PURPOSE OF HAVING WHITCOM PROVIDE EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES TO ASOTIN COUNTY.

Reference Number(s) of Related Documents: None

Grantors: WHITCOM COMMUNICATIONS CENTER, an entity composed of Washington State political subdivisions and public agencies consisting of Whitman County, the City of Pullman, and Washington State University

Grantee: Asotin County

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-19-04

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN, WHITMAN COUNTY, WASHINGTON STATE UNIVERSITY, AND ASOTIN COUNTY FOR THE PURPOSE OF HAVING WHITCOM PROVIDE EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES TO ASOTIN COUNTY.

WHEREAS, the City Council of the City of Pullman has before it an Interlocal Agreement entitled "Agreement for E911 Emergency Communications and Dispatch Services" which is attached hereto and marked as Exhibit "A"; and,

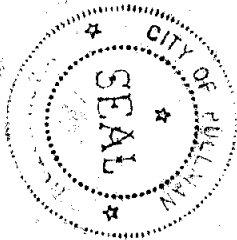
WHEREAS, this City Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Agreement; now therefore,

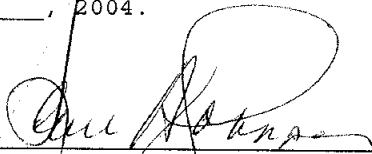
IT IS HEREBY RESOLVED that the Mayor and the Finance Director are authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Whitman County, Washington State University, and Asotin County.

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.





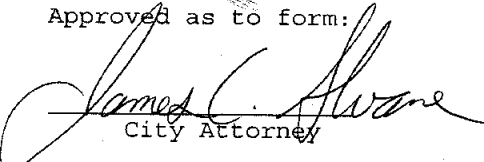
Mayor

ATTEST:



Finance Director

Approved as to form:



City Attorney



**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 WHITCOM COMMUNICATIONS CENTER, (hereinafter referred to as "WHITCOM"), an entity composed of Washington State political subdivisions and public agencies consisting of Whitman County, the City of Pullman, and Washington State University, acting through the Enhanced 911 Interlocal Agreement established pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington and ASOTIN COUNTY (hereinafter referred to as "COUNTY") (together the PARTIES to this Agreement).

WITNESSETH:

WHEREAS, the COUNTY has maintained an E911 emergency communications and dispatch services system since 1996, and wishes to improve its current E911 emergency communications and dispatch services; and

WHEREAS, the COUNTY has determined that the best and most 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 a certain minimum level of E911 emergency communications and dispatch services for a specified amount 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) Intent of Agreement.

This Agreement memorializes the intent of the PARTIES that the COUNTY shall utilize WHITCOM's E911 emergency communications and dispatch services system to provide Emergency Communication and Dispatch Services to the entire Asotin County area for an initial period of five (5) years with an option to renew for a five (5) year extension following the end of the initial term.

The PARTIES further intend to 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.

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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 on the 1st day of July 2004 and ending June 30, 2009, 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 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 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 Services needs.

3. CONTINGENCIES AFFECTING ESTABLISHMENT OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES SYSTEM

Entering into this Agreement is contingent upon a variety of factors. It is the intent of the PARTIES to this Agreement that all provisions herein shall be dutifully pursued in good faith with the intent of having Emergency Communication and Dispatch Services available to Asotin County by July 1, 2004. Should WHITCOM encounter obstacles that preclude its implementation of the Agreement, WHITCOM shall advise the COUNTY of its inability to consummate this Agreement. Under such circumstances, COUNTY and



WHITCOM shall negotiate in good faith for a new Agreement that meets the needs of the PARTIES or shall in writing terminate their relationship hereunder.

4. 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. 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 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.

5. PAYMENT BY COUNTY TO WHITCOM FOR PROVISION OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES.

- (a) County Payment for Emergency Communication and Dispatch Services.
The COUNTY shall pay to WHITCOM the minimum sum of Ten Thousand Five Hundred Eighty-Three and no/100 Dollars (\$10,583.00) per month throughout the term of this Agreement, beginning July 1, 2004. The COUNTY shall compensate WHITCOM for the provision of Emergency Communication and Dispatch Services by making the monthly payments set forth hereinabove on or before the last day of each month.
- (b) County Application for Grant Funds.
It shall be the responsibility of the COUNTY to apply for all Washington State E911 grant funds and 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.

(c) 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.

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

(a) Provision of Equipment by WHITCOM.

- i. WHITCOM agrees to furnish and install, using State E911 funds, the equipment 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, and any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased call volume. 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 agrees to pay, through current county E911 telephone taxes or other monies, for recurring E911 telephone line and database charges necessary for Emergency Communication and Dispatch Services. Any COUNTY telephone line and database charges in excess of the local tax 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.
- 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.

7. TERM OF AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES

(a) Initial Term of Agreement.

The initial term of this Agreement for WHITCOM to provide Emergency Communication and Dispatch Services to the COUNTY is from the 1st day of July 2004 to June 30, 2009. This Agreement may be renewed for one (1) five (5) year period following the end of the initial 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.

8. LIMITATION OF LIABILITY AND HOLD HARMLESS

(a) Neither the COUNTY or 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.



9. 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 COUNTY personnel;
- ii. a list of fire hydrant locations;
- iii. known current residential and business emergency contact numbers, and current building and development site information;
- iv. a copy of Asotin County Ordinances;
- v. emergency information on all COUNTY 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.

10. 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 maintenance down times. All users of the Spillman System will adhere to WHITCOM security policy and procedures concerning records maintained on the Spillman server.



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INTERLOCAL AGMT WHITMAN COUNTY

11. NO WAIVER OF E911 SERVICE AREA JURISDICTION

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

12. 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.

13. 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.

14. 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. 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.

(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.

15. TERMINATION OF AGREEMENT

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



16. 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.

17. 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 VonBargen, Whitcom Manager
Whitcom Communications Center
P.O. Box 647300
Pullman, WA 99164-7300

With copies to the WHITCOM Board Members

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

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

WHITMAN COUNTY



Greg Patch, Commissioner

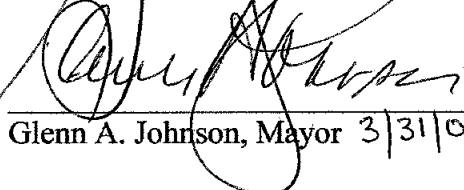


Jerry Finch, Commissioner



Les Wigen, Commissioner

CITY OF PULLMAN



Glenn A. Johnson, Mayor 3/31/04

ATTEST:



Troy Woo, Finance Director



ATTEST:

Approved as to form:

Maribeth Becker 3-29-04
Maribeth Becker, CMC
Clerk of the Board

James C. Sloane
James C. Sloane, City Attorney

Approved as to form:

Denis Tracy
Denis Tracy, Prosecuting Attorney

WASHINGTON STATE UNIVERSITY

ASOTIN COUNTY 3/22/04

Gregory P. Royer
Gregory P. Royer
Vice President for Business Affairs

Don Scheibe
Don Scheibe, Commissioner

Approved as to form:

R.E. (Buck) Lane
Buck Lane, Commissioner

Assistant Attorney General
Assistant Attorney General

Don Brown, Commissioner
Don Brown, Commissioner

Approved as to form:

Ben Nichols
Asotin County Prosecuting Attorney