

AGREEMENT FOR E911 SERVICES AND
COMPLETE DISPATCH SERVICES

This Agreement for E911 Services and Complete Dispatch Services (hereinafter referred to as "Agreement"), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "CITY"), and WHITCOM Communications Center, a cooperative of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, P O Box 647300, Pullman, Washington, 99164-7300 (hereinafter referred to as "WHITCOM").

WITNESSETH:

WHEREAS, CITY has maintained its own E911 services and complete dispatch services within CITY limits since 1990; and

WHEREAS, CITY wishes to maintain and improve current City E911 services and complete dispatch services; and

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to contract with WHITCOM for WHITCOM's provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement in anticipation of and prior to formalizing any interlocal cooperation act (Chapter 39.34 Revised Code of Washington) or joint powers agreement (Idaho Code §§ 67-2326 through 67-2333) regarding E911 services and complete dispatch services; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, parties agree as follows:

SECTION I. Intent

This Agreement memorializes the parties' intent (a) that CITY utilizes WHITCOM's E911 services and complete dispatching services for an initial period of three (3) years with an option to renew for up to two (2) one-year (1) extensions following the end of the initial term; and (b) to explore the possibility of an agreement between CITY and WHITCOM wherein CITY would become a WHITCOM entity pursuant to an Interlocal Cooperation Act pursuant to Chapter 39.34 Revised Code of Washington and/or a joint powers agreement pursuant to Idaho Code §§ 67-2326 through 67-2333.

It is specifically the intention of both parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION II. Contingencies

Entering into this Agreement is contingent upon a variety of factors. It is the intent of the parties to this Agreement that all the provisions contained herein will be dutifully pursued in good faith with the intent of having the services to be provided under this Agreement in place by June 1, 2004. Should WHITCOM encounter obstacles that will preclude its implementation of this Agreement, WHITCOM shall advise CITY of its inability to consummate this Agreement. Under such circumstances, CITY and WHITCOM shall negotiate in good faith for a new agreement that meets the needs of all of the parties or shall in writing terminate their relationship hereunder.

SECTION III. Description of Services to be Provided.

WHITCOM agrees to provide E911 services and complete public safety dispatching services for a period beginning on the 1st day of June, 2004 through the term of this Agreement as further detailed in paragraph VII hereinbelow. Such dispatching services shall include the following:

- The answering of business telephone lines for fire, police and emergency medical services requests;
- Emergency and routine radio communications with police, fire and EMS emergency providers;
- Communications between providers and other resources relating to their function;
- Safety alarm services (including "silent night" services)
- After-hour emergency public works requests.

For the purpose of performing the above-mentioned functions, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties to be rendered under this Agreement.

SECTION IV. Responsibility.

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Administrative Board shall be responsible for rendering dispatch services, setting standards of performance and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall be allowed to address the WHITCOM Administrative Board to voice concerns, shall be an ex-officio member of such WHITCOM Administrative Board and shall have the ability to review and to give input to the WHITCOM Administrative Board regarding policies, procedures and operations protocols to be utilized in delivering services to CITY under this Agreement.

SECTION V. Consideration.

CITY shall pay to WHITCOM the total amount of thirty one thousand four hundred sixteen and sixty seven one/hundredths dollars (\$31,416.67) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM. If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to paragraph 6, payment shall be pro-rated by written agreement between the parties.



SECTION VI. Equipment.

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to that set out in Section V. hereinabove.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its 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 Latah and Whitman Counties call volume. This includes establishment of a Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

SECTION VII. Term of Agreement.

The term of this Agreement is from the 1st day of June, 2004 to May 31, 2007. This Agreement may be renewed for up to two (2) one-year (1) periods following the end of the initial term by mutual agreement of both parties not later than four (4) months prior to the expiration of the term of this Agreement. Notice of intent to renew shall be made in writing to the other party. Any renewal of this Agreement will be subject to negotiation between the parties as to the scope of public safety services and equipment to be provided and the consideration to be paid therefor. In negotiating, the parties shall consider the actual percentages of workload attributed to each party.

SECTION VIII. Limitation of Liability.

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees. For this purpose, employees of WHITCOM shall not be considered agents or employees of CITY. CITY shall be an additional named insured on WHITCOM's insurance policy.

SECTION XI. Information.

CITY shall provide WHITCOM with an updated map of City with addresses, a twenty four (24) hour emergency telephone number list for on-call CITY personnel, a list of fire hydrant locations, known residential and business emergency contact numbers, current building and development site information, and a copy of CITY Ordinances, emergency information on all CITY employees (for contact purposes) including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information or of a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to WHITCOM within a reasonable amount of time.



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CITY OF PULLMAN INTERLOCAL AGMT WHITMAN COUNTY

SECTION X. Records.

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY 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 CITY shall make records (except for those protected by privilege or otherwise under applicable law) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION XI. No Waiver of E911 Service Area Jurisdiction.

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

Idaho Code. In addition, nothing in this Agreement shall be construed by either party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION XII. Use of Idaho Law Enforcement Telecommunications System (ILETS) .

CITY shall be responsible for obtaining and maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION XIII. Expenditures of Funds Under this Agreement.

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.

SECTION XIV. 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 service as outlined in this Agreement.

SECTION XV. Venue Stipulation.

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. 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.

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. The parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either party.

SECTION XVI. Termination of Agreement.

This Agreement may be terminated without cause by either party upon one (1) year's prior written notice.

SECTION XVII. Amendments.

The terms of this Agreement may be amended by mutual agreement of the parties. 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.

SECTION XVIII. 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:

CITY

Stephanie Kalasz, City Clerk
City of Moscow
P O Box 9203
Moscow, ID 83843

WHITCOM

Patti VonBargen, WHITCOM Manager
WHITCOM Communications Center
P O Box 647300
Pullman, WA 99164-7300

Shall either named individual leave the positions set forth above, notice shall be provided to their successor.

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

WHITMAN COUNTY




Greg Partch, Chair Commissioner




Jerry Finch, Commissioner

CITY OF PULLMAN



Glenn Johnson, Mayor

ATTEST:



Troy Woo, Finance Director, 1/14/2004



Whitman County, continued

Les Wigen
Les Wigen, Commissioner, *Chair*

ATTEST:

Maribeth Becker
Maribeth Becker, CMC
Clerk of the Board

WASHINGTON STATE UNIVERSITY

Gregory D. Rover
Gregory D. Rover
Vice President for Business Affairs

APPROVED AS TO FORM:

[Signature]
Asst. Atty. Gen.
27 day of March, 2004

CITY OF MOSCOW, IDAHO

Marshall H. Comstock
Marshall H. Comstock, Mayor

ATTEST:

Stephanie Kalasz
Stephanie Kalasz, City Clerk