

**FIRST ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN VCC AND KCSO  
FOR MUTUAL BACKUP EMERGENCY COMMUNICATIONS**

THIS FIRST ADDENDUM is entered into on the date fully executed below by and between Valley Communications Center, a Washington interlocal government agency and instrumentality of its member governments ("VCC") and King County, a political subdivision of the State of Washington by and through the King County Sheriff's Office ("KCSO"). This First Addendum amends the Interlocal Agreement Between VCC and KCSO for Mutual Backup Emergency Communications ("ILA") entered into between VCC and KCSO on or about November 5th, 2010.

**RECITALS**

A. In order to ensure the continuity of emergency communications and dispatch services in the event that either VCC or KCSO is unable to provide services due to an emergency or scheduled maintenance outage, VCC and KCSO agreed under the ILA to serve as backup facilities for each other until service can be restored.

B. In order to facilitate the provision of backup communications services in the event of a disruption, VCC and KCSO agreed under the ILA to provide space within their respective facilities for a backup emergency communications center for use by the other party for the purpose of receiving and dispatching emergency calls.

C. VCC and KCSO have certain technical and space requirements necessary to effectively provide emergency communications and respond to 9-1-1 calls from the other party's facility.

D. VCC and KCSO wish to set forth additional requirements to those outlined in the ILA by this addendum.

NOW, THEREFORE, VCC and KCSO agree as follows:

**AGREEMENT**

1. Space at the KCSO Public Safety Building. The first paragraph in Section 2 of the ILA shall be numbered as subparagraph "(a)." The following language shall then be added after the end of subparagraph 2(a) of the ILA:

(b) KCSO shall provide space for the permanent installation of small form factor PCs at each console in both Primary and Secondary operations areas located at the KCSO Public Safety Building. Space shall be provided for the following positions:

- 1 Supervisor Position (Can be used as either a call taker or dispatch position; KCSO's secondary operations area)
- 5 Dispatch Positions (KCSO's secondary operations area)
- 2 Dispatch Positions (KCSO's primary operation area)
- 8 Call Receiver Positions (KCSO's secondary operations area)

(c). KCSO will ensure that each console has a minimum of one (1) UPS outlet available for the VCC CAD workstations to be connected to power.

(d). VCC shall run, dress, maintain and label all cabling required for VCC CAD workstations, and will meet any standardization requirements set forth by KCSO at the point of installation. This includes but is not limited to:

- Power cables.
- Video cables with a minimum length of 10'.
- USB extension cables with a minimum length of 10'.
- Network cables, which will be orange in color in order to not conflict with current color standards already being deployed at the consoles.
- Keyboard and mouse cables.

(e). For each console, VCC will use the secondary source ports on two side by side monitors which are already installed in the SOA.

2. Space at VCC Public Safety Building. The first paragraph in Section 3 of the ILA shall be numbered as subparagraph "(a)." The following language shall then be added after the end of subparagraph 3(a) of the ILA

(b). VCC shall provide space for the permanent installation of small form factor PCs at each console in VCC's training room located at the VCC Public Safety Building. Space shall be provided for the following positions:

- 1 Supervisor Position (Can be used as either a call taker or dispatch position)
- 5 Dispatch Positions
- 8 Call Receiver Positions

(c). VCC will ensure that each console has a minimum of one (1) UPS outlet available for the KCSO CAD workstations to be connected to power.

(d). KCSO shall run, dress, maintain and label all cabling required for KCSO CAD workstations, and will meet any standardization requirements set forth by VCC at the point of installation. This includes but is not limited to:

- Power cables.
- Video cables with a minimum length of 10'.
- USB extension cables with a minimum length of 10'.
- Network cables, which will be orange in color in order to not conflict with current color standards already being deployed at the consoles.
- Keyboard and mouse cables.

(e). For each console, KCSO will use the secondary source ports on two side by side monitors which are already installed in the SOA.

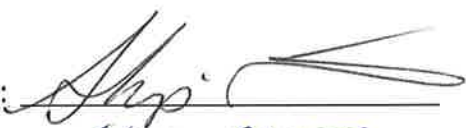
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the ILA.

4. In the event of any conflict or inconsistency between the terms of this First Addendum and the ILA, the terms of this First Addendum shall govern and control.

5. Except as otherwise provided for in this First Addendum, the ILA shall remain in full force and effect in accordance with the original terms of the ILA.

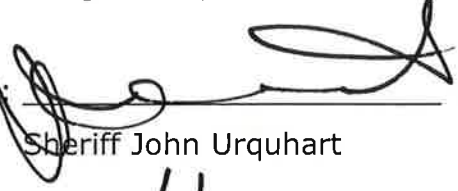
**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum, which shall take effect on the last date signed below.

VALLEY COMMUNICATIONS CENTER


By:   
 Name: SKIP PRIEST  
 Its: ADMIN. BOARD CHAIR  
 Date: 12/6/13

KING COUNTY

By: King County Sheriff's Office

By:   
 Sheriff John Urquhart  
 Date: 10/4/13

APPROVED AS TO FORM

  
 By: Arthur "Pat" Fitzpatrick  
 Counsel to VCC

APPROVED AS TO FORM

 9.27.13  
 Patty Shelledy, Legal Advisor

**INTERLOCAL AGREEMENT BETWEEN VALLEY COMMUNICATIONS  
CENTER AND KING COUNTY SHERIFF'S OFFICE  
FOR MUTUAL BACKUP EMERGENCY COMMUNICATIONS**

THIS AGREEMENT is entered into by Valley Communications Center, a Washington interlocal government agency and instrumentality of its member governments ("VCC") and King County, a political subdivision of the State of Washington by and through the King County Sheriff's Office ("KCSO"), for the purposes hereinafter stated.

WHEREAS, VCC was created by interlocal agreement and provides emergency communications and dispatching services for a number of law enforcement and fire and emergency medical service agencies; and

WHEREAS, the KCSO provides emergency service communications and dispatching services for its law enforcement personnel; and

WHEREAS, KCSO and VCC are each Public Safety Answering Points ("PSAPs") for purposes of the E9-1-1 system, which requires that each PSAP have a backup agency to provide emergency communications and dispatch services in the event of a disruption in the PSAP's abilities to provide those Services at its own primary facility; and

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that either KCSO or VCC is unable to provide services due to an emergency such as fire, flood, earthquake, attack, sabotage, equipment malfunction or any other such cause, KCSO and VCC have agreed to serve as backup facilities for each other until service can be restored; and

WHEREAS, the parties wish to set forth their agreement in writing and the parties have authority to enter into interlocal agreements for this purpose under RCW chapter 39.34.

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this agreement and the promises and agreements contained herein, the parties agree as follows:

**AGREEMENT**

**1. Purpose.** The purpose of this Agreement is to ensure the continuity of emergency communications and the response to 9-1-1 calls during periods of emergency in which one of the parties is temporarily unable to provide for its own communications at its own primary facility. Under this Agreement, each Party will temporarily provide emergency communications service on the other Party's behalf and will provide space within its communications facilities for the other Party to operate emergency communications until normal service can be restored.

**2. Space at KCSO Public Safety Building.** In order to facilitate the provision of backup communications services as provided in this Agreement, KCSO agrees to provide space within the KCSO Public Safety building at 3511 N.E. 2<sup>nd</sup> St in the City of Renton for a backup emergency communications center for use by VCC for the purpose of receiving and dispatching emergency calls. In addition, KCSO will provide:

- One locking 42U server rack cabinet with ISO Base earthquake remediation.
- Rack PDU, redundant power, UPS and generator backup.
- Environmentally controlled environment for all VCC computer equipment.
- Secure building access; entry that is card-key controlled, and restricted to pre-authorized users following Criminal Justice Information System (CJIS) Security Policy requirements.
- Network patch between cabinet and end user operational workspace.
- Access to connect to network ISP demarcation points.
- Dedicated network drops for VCC CAD dispatching equipment.
- Lockable storage cabinet/area for VCC CAD dispatching computer equipment.
- Compliance with CJIS Security Policy.
- 24 hour accessibility to server cabinet and CAD Dispatching area and equipment.

**3. Space at VCC Public Safety Building.** VCC agrees to provide space at its communications center at 27519 108 Ave S.E. in the City of Kent for a backup communications center for use by KCSO. In addition, VCC will provide:

- One locking 42U server rack cabinet with ISO Base earthquake remediation.
- Rack PDU, redundant power, UPS and generator backup.
- Environmentally controlled environment for all VCC computer equipment.
- Secure building access; entry that is card-key controlled, and restricted to pre-authorized users following Criminal Justice Information System (CJIS) Security Policy requirements.
- Network patch between cabinet and end user operational workspace.
- Access to connect to network ISP demarcation points.
- Dedicated network drops for KCSO CAD dispatching equipment.
- Lockable storage cabinet/area for KCSO CAD dispatching computer equipment.
- Compliance with CJIS Security Policy.
- 24 hour accessibility to server cabinet and CAD Dispatching area and equipment.

**4. Use of Space Not Exclusive.** Each Party retains the right to use the space in its facility provided to the other Party during times when the space is not needed for backup emergency communications. Each Party shall take reasonable care to avoid damaging the other Party's furnishings and equipment and shall be responsible for any damage sustained during that Party's use.

**5. Commission on Accreditation for Law Enforcement Agencies (CALEA).** KCSO and VCC agree to comply with CALEA standards related to public safety backup communication systems, business continuity, testing, and disaster recovery when using the facilities provided.

**6. Backup Communications Service.** In the event an emergency occurs that results in the inability of one Party ("Initiating Party") to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications service shall be provided as follows:

**A.** The Initiating Party will contact the other Party ("Backup Party") to advise the Backup Party of the need for services. The Backup Party shall advise the Initiating Party of the Backup Party's ability to provide the services and, if the Backup Party is in a position to do so, all emergency communications services for the Initiating Party shall be switched to the Backup Party. Upon switchover, the Backup Party shall, to the extent of its abilities and resources, temporarily provide emergency communications services consisting of the following:

**(1).** Receiving 9-1-1 calls and routine calls for police, fire, and medical services agencies served by the Initiating Party.

**(2).** Directing a response to said calls by either dispatching the appropriate emergency services agency or forwarding the call to the appropriate agency for response.

**(3).** Providing ongoing communication support to personnel in the field.

**B.** The services provided under Subsection (A) shall be provided until such time as communications personnel from the Initiating Party arrive at the Backup Party's facility and make the backup communications facility of the Initiating Party operational. At such time as the backup communications facility is operational, the Initiating Party shall notify the Backup Party and emergency communications shall be switched over to the Initiating Party's backup facility.

**C.** Upon restoration of normal emergency communications services at the Initiating Party's primary facility, communications shall be switched back to the primary facility and the use of the backup facility will cease. The Initiating Party shall deactivate the backup facility, store and secure all equipment, and transport its personnel back to its primary facility upon cessation of backup operations.

**D.** It is understood that each Party to this Agreement has finite resources and that backup communications services may not be able

to be provided under all circumstances. It is also understood that the Backup Party may not be able to provide service at the same level as the Initiating Party during the temporary service period and neither Party makes any guarantees or warranties of any kind to the other regarding the availability or level of service.

**7. Responsibility for Costs.** Each Party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement.

**8. Property.** No real or personal property is to be acquired jointly by the parties under this Agreement. All improvements to the building spaces made shall become the property of the Backup Party, except that trade fixtures, furnishings, and equipment that were installed by or at the cost of the Initiating Party and that can be removed without causing damage to the building may be removed by the Initiating Party.

**9. Indemnity.** Each Party shall indemnify, defend, and hold the other Party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying Party, its officers, officials, employees, agents and volunteers, in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified Party. In the event of liability caused by the concurrent negligence of both parties each Party shall be responsible to the extent of its own negligence. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

**10. Insurance.** Each Party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

**11. No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**12. Duration-Termination.** This Agreement shall take effect and be in full force upon signature by both parties. This Agreement shall remain in effect thereafter unless terminated by either Party pursuant to this Section 12. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party. No later than the ninetieth day following the notice of termination, each Party shall remove its trade fixtures, furnishings and equipment from the backup space provided by the other Party.

**13. Notices.** Notice of the need for backup services under Section 4 of this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the Backup Party of the Initiating Party's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

<b>To King County Sheriff Department:</b>	<b>To Valley Communications Center:</b>
Director King County Sheriff's Office/RCECC 3511 NE 2 <sup>nd</sup> St. Renton, WA 98056	Director Valley Communications Center 27519 108 <sup>th</sup> Ave SE Kent, WA 98030

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

**14. Administration.** No separate legal or administrative entity is created by this Agreement. The Director of KCSO and the Executive Director of VCC will jointly administer this Agreement.

**15. Litigation.** In any litigation brought by either Party to enforce the provisions of this Agreement or to redress any breach thereof, each Party shall be responsible for its own costs and attorneys fees. The venue for any action related to this Agreement shall be the Superior Court in and for King County, Washington.

**16. Severability.** If any section, sentence, clause or phrase of this Agreement is held to be Invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

**17. Listing.** As provided RCW 39.34.040, each Party shall, prior to the effective date of this Agreement, list this Agreement by subject on its web site.


**18. Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings this Agreement may be modified only by written Instrument signed by both parties.




IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below.

Valley Communications Center

King County Sheriff's Office

  
By: Suzette Cooke  
Its: Mayor - City of Kent  
Date: 11/5/2010

  
Sheriff Sue Rahr  
Date: 10/14/10

APPROVED AS TO FORM

APPROVED AS TO FORM

  
By: TOM BRUISAKER  
Counsel to Valley Communications

  
Patty Shelledy, Legal Advisor

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