

15802

Agreement Number: \_\_\_\_\_

DES Use Only

**MASTER CONTRACT USAGE AGREEMENT**

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Whitcom Emergency 911 Center (Whitcom 911),  
*Organization Name*

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: <u>Whitcom Emergency 911 Center (Whitcom 911)</u>		
Tax Identification Number: <u>27-5012155</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i>		
Contact Name: <u>TARA MURKER</u>		
Title: <u>EXECUTIVE DIRECTOR</u>		
Address: <u>2325 NE Hopkins Ct</u>		
City: <u>Pullman</u>	State: <u>WA</u>	Zip: <u>99163</u>
Phone Number: <u>509 332 2521</u>		
Email Address: <u>tmurker@whitcom.org</u>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:  
**Email to:** mcua@des.wa.gov      or      **Mail to:** WA Dept. of Enterprise Services  
Attn: Contracts Resource Center  
P.O. Box 41411  
Olympia, WA 98504-1411
5. **Financial Responsibility:** Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

12803

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- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.

- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

WASHINGTON STATE DEPARTMENT  
OF ENTERPRISE SERVICES

Name: 	Organization Name: <u>WHITCOM</u>
Assistant Director Signature: <u>Eci Ameh, Assistant Director</u>	Signature: 
Name/Title: <u>2/5/2019</u>	Name/Title: <u>TARA MARKER / DIRECTOR</u>
Date:	Date: <u>2/4/19</u>

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

**I. PREAMBLE**

This Agreement (AGREEMENT) made and executed this 25<sup>TH</sup> day of NOVEMBER, 2013, by and between the county of Whitman, a political subdivision of the state of Washington, (COUNTY), the city of Pullman, a municipal corporation of the state of Washington (CITY), and Washington State University, an institution of higher education and an agency of the state of Washington (UNIVERSITY), hereinafter collectively referred to as the PARTIES.

**II. RECITALS**

- A. This AGREEMENT is entered into pursuant to the authority of the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.
- B. 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 district wide, countywide, or multicounty wide enhanced 911 emergency communications and dispatch systems.
- C. 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.
- D. 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 district wide 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.**
- E. 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). That interlocal agreement was replaced with a new interlocal agreement for Enhanced 911 Emergency Communications and Dispatch System in 2004 and subsequently amended in 2005 to the current form of the interlocal agreement recorded on December 14, 2005, under Whitman County Auditor Record No. 668281 (2005 INTERLOCAL AGREEMENT). Now, in order to reflect changes to the PARTIES' responsibilities under the 2005 INTERLOCAL AGREEMENT, and to reflect current business and operational practices, the PARTIES now mutually agree that the 2005 INTERLOCAL AGREEMENT shall be rescinded in its entirety and the instant agreement shall replace and supersede all terms of the 2005 INTERLOCAL AGREEMENT.

- F. 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:

### **III. PURPOSE**

- A. Intent Of The Parties

This AGREEMENT memorializes the PARTIES' intent to continue the operation of an independent agency, WHITCOM, by interlocal agreement to operate the Whitman County Enhanced 911 Emergency Communications and Dispatch Center. 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, currently including the City of Moscow, Idaho, and Asotin County, Washington.

- B. 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 that which existed at the time that the Agreement was filed on April 19, 2004.

### **IV. ADMINISTRATION OF WHITCOM**

- A. Administration Of Whitcom

By the terms of this interlocal agreement, WHITCOM is hereby continued 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, currently including the City of Moscow, Idaho, and Asotin County, Washington.

- B. Whitcom Executive Board

1. The WHITCOM Executive Board is hereby authorized 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, a COUNTY Commissioner, the COUNTY sheriff, the UNIVERSITY Vice President for Finance and Administration or designee, the UNIVERSITY Chief of

Police, the City Supervisor or designee, and the City Fire Chief as voting members of the Executive Board. The City Chief of Police, a representative of Whitman County emergency management, and a representative of each Contract Subscriber, currently including Asotin County, Washington, and 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.

2. The Executive Board shall:
  - a. Develop, monitor, manage, adapt and amend, as necessary, the policies, procedures, and operating protocols required for the operation of WHITCOM; and
  - b. 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
  - c. 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
  - d. 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
  - e. Determine those indirect contributions provided by each entity that is party to this interlocal AGREEMENT; and
  - f. 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 fire or a casualty event.
3. 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 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.
4. Executive Board meetings will be conducted according to Robert's Rules of Order.

The Chair and the Vice Chair 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 Chair and Vice Chair, who must be members of the Finance Committee, 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.

5. 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.

C. Finance Committee

1. 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:
  - a. One Whitman County Commissioner representing the COUNTY; and
  - b. The Pullman City Supervisor, or designee, representing the CITY; and
  - c. The WSU Vice President for Finance and Administration, or designee, representing the UNIVERSITY.
2. The Finance Committee will report to the WHITCOM Executive Board.
3. The Finance Committee will meet as needed, and at least twice a year. The first meeting will be in the 1<sup>st</sup> 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 3<sup>rd</sup> 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.

D. WHITCOM Director

1. 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.
2. The WHITCOM Director shall:

- a. Manage the day-to-day operations of WHITCOM and hire the emergency communications employees that serve WHITCOM; and
- b. 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; and
- c. Advise the Executive Board, as necessary, on personnel decisions relating to WHITCOM emergency communications employees; and
- d. Be responsible for the proper execution of the WHITCOM budget, maintain proper financial accounts to manage accounts payable and receivable, and provide monthly expenditure reports to the PARTIES; and
- e. Develop and recommend to the Executive Board, as necessary, policies, procedures, and operating protocols for WHITCOM; and
- f. Advise the Executive Board regarding the need for equipment, technical improvements, and upgrades to the WHITCOM emergency communications center; and
- g. Prepare state and federal grant applications for the operation of WHITCOM and administer all grants received by WHITCOM; and
- h. Manage and make the Spillman Data Records System available to all PARTIES, subject to safeguards adopted by the Executive Board to protect confidentiality; and
- i. 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.

## **V. FINANCING OF WHITCOM**

### **A. COUNTY Responsibilities**

1. 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.
2. The COUNTY shall provide administrative support to WHITCOM including, but not limited to, collection of tax and grant funds as may be required. The Whitman County Prosecuting Attorney's Office shall provide routine legal advice and act as

counsel for WHITCOM to the extent that the Whitman County Prosecutor, in his or her sole discretion, deems that they have both the time and expertise to do so and that a non-waived conflict does not exist. In the event that the Whitman County Prosecutor's Office does not provide legal counsel to WHITCOM on any matter, the City of Pullman's contract City Attorney may provide such representation if in the opinion of the City Attorney and the City of Pullman it is appropriate to do so and a non-waived conflict does not exist. In the absence of legal representation by the Prosecutor's Office or the City Attorney, WHITCOM may retain outside legal counsel in that matter. The cost of any said outside counsel shall be an administrative expense of WHITCOM. Should WHITCOM contract for its legal services on a permanent basis, neither the Prosecutor's Office nor the City Attorney will be obligated to provide further legal services for WHITCOM.

3. The COUNTY shall review and provide preliminary approval or disapproval of the COUNTY's allocated share of the expenses of WHITCOM as determined by the Executive Board for the annual WHITCOM budget preparation.
4. 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.
5. The COUNTY shall maintain a dedicated fund(s) into which any taxes received by the COUNTY for E-911, and any grant and contract funds received by the COUNTY for E-911 shall be deposited as may be required for funds not directly collected by WHITCOM. The funds in these COUNTY accounts shall be electronically transferred to WHITCOM's financial accounts. WHITCOM shall maintain an account into which revenues shall be deposited.
6. The COUNTY shall work with the WHITCOM Director to obtain all possible funding available for the enhanced 911 emergency communications system.

**B. CITY Responsibilities**

1. The CITY 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.
2. 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.
3. The CITY shall provide administrative support, including but not limited to, human resources support, and legal counsel on a particular matter when the Prosecuting Attorney's Office decides not to provide legal counsel on that matter and, in the opinion of the City Attorney and the City of Pullman, it is appropriate to do so and a non-waived conflict does not exist. In the absence of legal representation by the Prosecutor's Office or the City Attorney, WHITCOM may retain outside legal counsel in that matter. The

cost of any said outside counsel shall be an administrative expense of WHITCOM. Should WHITCOM contract for its legal services on a permanent basis, neither the Prosecutor's Office nor the City Attorney will be obligated to provide further legal services for WHITCOM.

4. The CITY shall provide Information Technology support services to WHITCOM based on the same fully allocated cost basis charged to City departments.

**C. UNIVERSITY Responsibilities**

1. The UNIVERSITY 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.
2. 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.
3. The UNIVERSITY shall provide administrative support, including but not limited to, payroll and benefit services and associated required reports for WHITCOM.

**D. Allocation Of WHITCOM Costs To Parties**

1. Allocation Of Costs—Capital Expenditures
  - a. The cost of the 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.
  - b. Major capital expenditures are defined as computers, consoles, servers, and 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, including the core equipment necessary for the Spillman Data Records System.
2. Allocation Of Costs—Operations
  - a. The formula for allocation of WHITCOM operating costs to the PARTIES shall be divided so that the COUNTY, the CITY and the UNIVERSITY each pay a one-third share of the remaining operational expenses.
  - b. The Executive Board, acting on the recommendations of the Finance Committee, shall jointly develop the budget for WHITCOM operations for the succeeding year.

- c. 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.

### 3. Disapproval Of Expenses

- a. 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.
- b. 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.
- c. 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.

### 4. 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 four (4) equal quarterly installments. Each PARTY and Contract Subscriber, at the beginning of each quarter shall pay its quarterly installment payment as invoiced by WHITCOM. The PARTIES and Contract Subscribers shall make their respective payments to WHITCOM no later than the 10<sup>th</sup> calendar day of the first month of each quarter following provision of Emergency Communication Services by WHITCOM.

## VI. LIABILITY AND INSURANCE

- A. 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.

- B. 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.
- C. 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.
- D. 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.

## VII. INDEMNIFICATION

- A. No PARTY to this AGREEMENT is responsible for the acts and/or omissions of the other PARTIES, or their officers, employees, or agents.
- B. Each PARTY:
  1. 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.
  2. Each PARTY shall hold harmless the other parties for the acts or omissions of their respective public safety personnel.

## VIII. DURATION

This AGREEMENT shall be effective upon filing with the Whitman County Auditor and shall remain in effect until one or more PARTIES gives written notice of termination as provided in Section VIII or as subsequently replaced with a revised interlocal agreement.

## IX. 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.

## X. DISPOSITION OF ASSETS UPON TERMINATION

- 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.
- D. 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.

#### XI. 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, and pay the cost of, 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.

#### XII. REMEDIES

- A. **Nonpayment.** A PARTY may enforce against any other PARTY nonpayment of amounts determined to be due by a majority of the Executive Board.
- B. **Waiver.** Each PARTY waives as to the other PARTIES any incidental or consequential damages for breach of the AGREEMENT.
- C. **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.

### **XIII. 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  
400 N. Main Street  
Colfax, WA 99111

TO CITY: Mayor  
City of Pullman  
325 SE Paradise Street  
Pullman, WA 99163

TO UNIVERSITY: Vice President for Finance and Administration  
Washington State University  
442 French Administration Building  
P.O. Box 641045  
Pullman, WA 99164-1045

### **XIV. RECORDS MAINTENANCE**

- A. 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.
- B. 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.
- C. 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.

### **XV. AMENDMENTS**

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

**XVI. ENTIRE AGREEMENT**

This is the entire AGREEMENT of the PARTIES for the administration of the WHITCOM Enhanced 911 Emergency Communications and Dispatch Center. This AGREEMENT is intended to supersede 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.

**XVII. 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**

Michael Largent 11-25-13  
County Commissioner Date

Arthur D. Swannick 11-25-13  
County Commissioner Date

Dean King 11-25-13  
County Commissioner Date

ATTEST:

Maribeth Becker 11-25-13  
Maribeth Becker, Clerk of the Board

Approved as to form:

Denis Tracy  
Denis Tracy, Prosecuting Attorney

**CITY OF PULLMAN**

Glenn A. Johnson 10/12/13  
Mayor Date

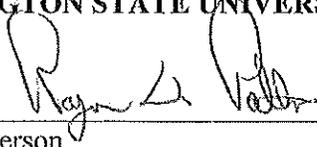
ATTEST:

William F. Mulholland 11/24/13  
Finance Director Date

Approved as to form:

Laura McAloon  
Laura McAloon, City Attorney

WASHINGTON STATE UNIVERSITY

 11/11/13

Roger Patterson Date  
Vice President for Finance and Administration

Approved as to form:

 11-13-13

Sherry Gordon Date  
Senior Counsel, Attorney for WSU

