

**INTERLOCAL COOPERATIVE AGREEMENT
RE: EMERGENCY CALL RECEIVING AND DISPATCH SERVICES**

This Agreement is made this day by and between RiverCom, a Washington State Municipal Corporation, hereinafter "RiverCom" and _____, a Washington State political subdivision, hereinafter, "Customer";

WHEREAS, RiverCom is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 39; and

WHEREAS _____, is a _____ organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title ____; and

WHEREAS, Customer has requested that RiverCom provide radio communication, dispatch, teletype service and telephone calls directed to the Customer and to refer those calls to Customer by radio or other appropriate means; and

WHEREAS, RiverCom is willing to provide the requested radio communication, dispatch and teletype services and handle telephone calls as necessary and refer those to Customer by radio or other appropriate means; and

WHEREAS, Customer desires to engage the services of RiverCom, by and through its Director, or his or her designee, to provide such services; and

WHEREAS, Customer and RiverCom recognize the mutual benefit of utilizing RiverCom's dispatching services to meet Customer's dispatching requirements and needs; and

WHEREAS, Customer Agency will pay RiverCom a fee as set out in Exhibit "A" attached hereto and incorporated herein, to have RiverCom provide such services to Customer;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

1.01 **Purpose.** The purpose of this Agreement is to have RiverCom provide Customer with emergency call receiving, radio communication, dispatch and teletype services.

ARTICLE II SERVICES PROVIDED

2.01 Communications Services. During the term of this Agreement, RiverCom will provide Customer twenty-four (24) hour 911 call receiving and emergency dispatching service for Customer's citizens, visitors and responders.

2.02 Technical Assistance. RiverCom may provide technical expertise to Customer as may be required for proper operations of Customer's systems and for procurement of Customer's communications equipment.

2.03 Law Enforcement Agency Data Communications. If Customer is a law enforcement agency, RiverCom will provide information from the Washington State Patrol Law Enforcement Data Communications System.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

3.01 Customer Communications Equipment. Customer agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from RiverCom, and for communicating with RiverCom and between Customer's personnel. Customer shall be responsible for purchasing, maintaining, and repairing Customer's base, mobile, and portable communications equipment including pagers and computers. Customer shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to RiverCom's operations. Interconnecting equipment may or may not be included in RiverCom's budget as the Administrative Board shall determine.

3.02 Radio Frequency Licenses. RiverCom shall be responsible for holding, maintaining and renewing all Federal Communications Commission (FCC) Radio Frequency Licenses necessary for operations on RiverCom's primary dispatch channels. In consideration for access to RiverCom's radio channels; RiverCom's maintenance of said radio channels and their supporting infrastructure; RiverCom's support of interagency interoperability; RiverCom's improvements to the region's overall radio infrastructure; as well as the assurance that a future terminating Customer would not be able to negatively affect the remaining Customers by legally operating on RiverCom's licensed radio channels, Customer agrees to transfer its existing public safety FCC Radio Frequency Licenses for its primary dispatch channel(s) to RiverCom. RiverCom shall ensure all FCC Radio Frequency Licenses include authorization so Customer can use RiverCom's primary dispatch channels, unless Customer is terminated from this agreement under the provisions of section 5.03 or 8.02.

3.03 Communications Equipment. Customer agrees to transfer control of its primary dispatch channel(s) to RiverCom for integration into RiverCom's regional communications system. Customer further agrees to transfer the base station and/or repeater equipment, leased control lines or links, site leases and antenna systems associated with its primary dispatch channel(s) to RiverCom. After the transfer of said items is complete, RiverCom shall assume and pay all ongoing costs for said equipment, including equipment maintenance and replacement, site rents and/or leases, leased line or link charges, power costs and other recurring expenses associated with said equipment currently borne by Customer.

3.04 Operational Procedures. Customer agrees to provide RiverCom with operational procedures necessary to assure effective dispatching services.

3.05 Technical Committee Membership. Customer's Department Head or Chief shall be a member of the appropriate RiverCom Technical Advisory Committee (TAC) for law enforcement, fire or Emergency Medical Services.

ARTICLE IV ADMINISTRATION

4.01 Director to Administer. RiverCom, by and through its Director, or his or her designee, shall be responsible for the administration, management and budget for the Communication Services to be provided to Customer as described in this Agreement.

ARTICLE V COSTS AND FINANCES

5.01 Budget. The Director of RiverCom, with the assistance of the Administrative Board, shall each year prepare a proposed work and project plan and a preliminary Budget of revenue and expenditures for the operation of RiverCom for the next calendar year on or before the date of the first Administrative Board meeting in August. The Administrative Board shall approve the final RiverCom Budget on or before the first Administrative Board meeting in October, and submit said Budget to Customer along with an explanation for the adopted RiverCom Budget.

5.02 Cost Distribution. In conjunction with the development of the annual budget, the Administrative Board shall prepare a formula based methodology that distributes RiverCom's operational costs among RiverCom's partners and customer agencies. Operational costs are salaries and wages, personnel benefits and taxes, utilities, leases, insurance, communications services, professional services, maintenance, supplies, debt service and other non-capital costs expended entirely within one budget year. A customer agency is any private or public entity for which RiverCom provides emergency call receiving and/or dispatch service. Said formula shall distribute costs

proportionally among RiverCom's partners and customer agencies based on each entity's actual usage of RiverCom services as evidenced by either the number of radio logs and/or dispatched events, (which will not include traffic stops made by law enforcement officers), generated by each Partner or customer agency. In July of each year a total count shall be made to determine the number of radio logs and dispatched events each participating agency generated between July 1st of the year previous to the year in which the budget is being formulated and June 30th of the year in which the budget is being formulated.

5.03 Billing and Non-payment. Customer shall be billed by December 15th for the upcoming calendar year. Customer may choose to make an annual payment in full by January 31st of the budget year, or twelve equal monthly payments, which shall be due by the 31st of each month. Should Customer fall two (2) months in arrears Customer shall be considered delinquent, and in that event, the Administrative Board shall have authority to terminate all services to Customer and all participation of Customer to the functions of RiverCom, however, said Customer shall be liable for its contributions to RiverCom's budget through December 31st of the year following the termination of the delinquent Party's services. The Administrative Board will then redistribute the costs to the remaining Parties and customer agencies contracting for RiverCom services.

5.04 Adjustment to Billings. Once RiverCom begins operations and collects data on Customer's actual use of RiverCom services based on radio logs and/or dispatched event data, the RiverCom Administrative Board may elect to adjust the billings for all partner and customer agencies on a monthly or quarterly basis.

ARTICLE VI FACILITIES AND EQUIPMENT

6.01 Primary Public Safety Answering Point (PSAP). RiverCom shall be the primary PSAP for Chelan County and for Douglas County.

6.02 Enhanced 911 Telecommunications Equipment. RiverCom shall own, operate and fund all emergency telecommunications equipment, networks and databases necessary to provide enhanced 9-1-1 service. In cooperation with telecommunications service providers, the Administrative Board shall approve the continuing administration of the Enhanced 911 Emergency Telephone System insofar as practical for use within the area served by RiverCom. The Director, under direction of the Administrative Board, shall administer the Enhanced 911 Emergency Telephone System as an operational function of RiverCom in accordance with Referendum 42. All eligible costs of the operation and administration of the E9-1-1 system as defined by the Revised Code of Washington (RCW) or by the Washington Administrative Code (WAC) shall be paid with dedicated Enhanced 911 (E911) tax revenues or State E911 funds.

6.03 **Other Equipment.** RiverCom shall own and maintain all equipment procured for purposes of establishing and maintaining operations. This includes all office furniture as well as office, radio, data, telephone equipment, etc. RiverCom shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary.

6.04 **Asset Transfer.** Assets transferred by Customer to RiverCom shall be appropriately documented by Customer and RiverCom, and shall become RiverCom assets. Assets shall be transferred without compensation to Customer. RiverCom shall be responsible for the operation and maintenance of said asset(s) after they are transferred to RiverCom. The acceptance of a Customer's asset(s) by RiverCom shall be at RiverCom's sole discretion.

ARTICLE VII

WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM

7.01 **Provisions for Use.** The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as RiverCom, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for such communication, therefore, the following is specifically agreed to:

7.02 **Responsibility.** RiverCom shall bear full responsibility for insuring 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 due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. RiverCom shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.

ARTICLE VIII

DURATION AND TERMINATION OF AGREEMENT

8.01 **Duration.** This Agreement shall continue unless RiverCom is dissolved or as otherwise provided in this section.

8.02 **Termination.** Except as otherwise specifically provided herein, Customer may terminate this Agreement upon at least one (1) year's written notice to the Administrative Board. Said termination notice must be in writing and received by December 31st of the year prior to termination to be effective on December 31st of the

following year. If Customer terminates this Agreement, RiverCom will assist Customer with the acquisition of FCC radio frequency licenses for its dispatch operations, but RiverCom is not required to surrender any of its FCC licenses nor is RiverCom obligated to agree to co-license the terminating Party on any of RiverCom's licensed frequencies.

8.03 Distribution of Assets. All equipment purchased or acquired by RiverCom and used in common for RiverCom purposes shall be retained by RiverCom upon the withdrawal or termination of Customer from this Agreement. Frequencies held by RiverCom shall be transferred to Customer if Customer held said frequencies prior to RiverCom's formation.

8.04 RiverCom Obligations at Termination. All legal and financial obligations incurred by RiverCom prior to Customer's termination shall remain RiverCom's.

ARTICLE IX AMENDMENTS

9.01 Conditions for Amendments. This Agreement may be amended, supplemented or modified at any time by action of the Administrative Board and then after ratification by Customer's legislative body. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

ARTICLE X PERFORMANCE OF AGREEMENT

10.01 Compliance with All Laws. RiverCom and Customer shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

10.02 Maintenance and Audit of Records. RiverCom and Customer shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

10.03 **Improper Influence.** RiverCom and Customer agree, warrant and represent that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

10.04 **Conflict of Interest.** The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE XI DISPUTES

11.01 **Time.** Time is of the essence of this Agreement.

11.02 **Conflict.** In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

11.03 **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

11.04 **Dispute Resolution.** Disputes, other than those which relate to non-payment, shall be arbitrated by the Parties pursuant to the rules of the American Arbitration Association.

11.05 **Governing Law.** This Agreement shall be governed exclusively by the laws of the State of Washington.

11.06 **Venue.** The venue for legal action brought by any Party to this Agreement over non-payment shall be the Superior Court of Kittitas County, Washington.

ARTICLE XII GENERAL PROVISIONS

12.01 **Assignment.** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

12.02 **Other Agreements Cancelled.** When RiverCom begins operations and starts to provide emergency dispatch services for a Party, any contracts for emergency dispatch communications services between that Party and any other Party shall terminate.

12.03 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supercedes any and all previous agreements relating to the creation, funding, operation or maintenance of a regional emergency dispatch and communications center. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

12.04 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

12.05 **Counterparts.** This Agreement may be executed by the Parties using duplicate counterparts.

12.06 **Filing.** This Agreement shall be filed pursuant to the provisions of RCW 39.34.040 prior to its entry into force.

12.07 **No Joint Venture or Partnership.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

ARTICLE XIII INSURANCE

13.01 **Insurance Required.** Customer shall maintain during the life of this Agreement such general liability insurance as will provide coverage for claims for damages for personal injuries, including death, as well as for claims for damages to property which may arise directly or indirectly from performance of the work under this Agreement. Policy limits shall be no less than \$1,000,000 per occurrence Combined Single Limit for

Bodily Injury and Property Damage Liability. Customer shall provide RiverCom a Certificate of Insurance providing the coverage as set forth above.

**ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS**

14.01 Indemnification Clause – Customer. Customer does hereby agree to save harmless and defend RiverCom from all claims and liability due to the negligent acts, errors, or omissions of Customer, its agents and/or employees. Such indemnity shall include, but not be limited to all out-of-pocket expenses incurred by RiverCom, including attorneys fees, in the event Customer fails or refuses to accept the tender of any claims brought against RiverCom, the basis for which are negligent acts, errors or omissions of Customer, its agents and/or employees.

14.02 Indemnification Clause – RiverCom. RiverCom does hereby agree to save harmless and defend Customer from all claims and liability due to the negligent acts, errors or omissions of RiverCom, its agents and/or employees. Such indemnity shall include, but not be limited to, all out-of-pocket expenses incurred by Customer, including attorney’s fees, in the event RiverCom fails or refuses to accept the tender of any claims brought against Customer, the basis for which are negligent acts, errors or omissions of RiverCom, its agents and/or employees.

FOR RIVERCOM

FOR CUSTOMER

Adopted this 10th day of September, 2003
and amended on 14 January 2004.

Adopted this ____ day of _____, 2004

RIVERCOM ADMINISTRATIVE BOARD

CUSTOMER

RiverCom Administrative Board Chair

Legislative Body Chair

ATTEST:

ATTEST

RiverCom Board Member

Clerk or Board Secretary