

INTERLOCAL AGREEMENT FOR KITTCOM TO PROVIDE DISPATCH SERVICES & AFTER HOURS CALLOUT FOR KITTITAS COUNTY CORONER

This agreement ("Agreement") is dated effective January 1, 2016 and is made by and between KITTCOM - Kittitas County 911, a public agency of Kittitas County ("KITTCOM"), and the Kittitas County Coroner ("CORONER") for KITTCOM.

NOW, THEREFORE, in consideration of agreements, payments and covenants in this Agreement, receipt of which is hereby acknowledged, the Parties agree as follows:

I. Background

Kittitas County Coroner (CORONER) manages the coroner duties in Kittitas County, Washington. KITTCOM is the consolidated dispatch center for public safety agencies in Kittitas County and currently KITTCOM has the ability to provide dispatch services and after hours callout to the CORONER as needed or requested, under the authority of Chapter 39.34 RCW, better known as Interlocal Cooperation Act.

II. Objectives

The purpose of this contract will be to:

Provide dispatch services and after hours callout as needed or requested for CORONER of Kittitas County, Washington.

III. Roles and Responsibilities

A. KITTCOM:

- 1) During the Term described In Section VI below and in exchange for the compensation described in Section V below, KITTCOM will provide dispatch services and after hours callout to CORONER personnel as detailed in the attached Appendix A.
- 2) Will invoice CORONER quarterly for provided services and costs, subject to the provisions of Section V, below.
- 3) Will provide the services as described in Appendix A of this Agreement. However, KITTCOM's ability to provide these services can be negatively impacted by KITTCOM's other emergency dispatch responsibilities. For this reason, KITTCOM does not guarantee that the services in this Agreement will be provided at all times and without interruption. KITTCOM assumes no risk or liability should these services not be provided due to KITTCOM's other

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emergency dispatch responsibilities. KITTCOM assumes no responsibility for any failure to receive CORONER radio traffic, unless such failure is caused by KITTCOM's own willful misconduct or negligence.

B. CORONER:

- 1) Hereby agrees that only authorized CORONER personnel shall have permission to use KITTCOM's radio frequencies. CORONER shall indemnify and hold KITTCOM harmless if CORONER allows unauthorized persons to access the system.
- 2) Agrees to pay all costs necessary to insure that its authorized personnel can adequately communicate with KITTCOM on KITTCOM's designated dispatch frequency. KITTCOM assumes no liability for the failure of CORONER's radio and computer equipment, either mobile or portable or fixed base.
- 3) Will provide the requirements assigned to it as described in Appendix A of this Agreement.

IV. Liability:

KITTCOM and CORONER agree that each party shall at all times, be solely responsible for its own acts and omissions associated with the performance of this Agreement. Notwithstanding any other provision of this Agreement, each party shall indemnify, defend and hold the other party harmless from any claims, damages or judgments, including reasonable attorney's fees, expert witness fees and all other costs the aggrieved party may sustain as a result of willful misconduct or negligence of the other party.

V. Compensation:

CORONER shall pay KITTCOM a maximum fee of \$10,500.00 obligated from FY 2016/2018 funding (a maximum \$3,500.00 for each calendar year) in support of this project for the period of January 1, 2016 through December 31, 2018, subject to the following.

Once KITTCOM's 2016 budget is adopted by the KITTCOM Administrative Board in late 2015, KITTCOM will calculate what CORONER'S cost for dispatch services would have been if CORONER had been charged for dispatch services using the same basis for calculation used to determine dispatch charges for KITTCOM's Interlocal member agencies for 2016. In no case shall CORONER's charges for dispatch services be greater than those in the original terms of this Agreement.

VI. Term:

This Agreement shall be effective January 1, 2016 and end on December 31, 2018 unless

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terminated sooner by either party with at least one hundred eighty days written notice. The parties agree to consider in good faith entering into a succeeding agreement at least three months prior to expiration of the Term of this Agreement.

VII. Termination:

Either party may terminate this Agreement with one hundred eight (180) days written notice to the other party. Any unpaid and accrued fees for services shall be pro-rated as of the termination date.

If either party defaults by failing to perform any of the obligations of the Agreement, the aggrieved party may, by depositing written notice to the other party in the U.S. mail, postage prepaid, terminate the Agreement and pursue any remedies available to it under law subject to a 10 day opportunity to cure.

VIII. Payments

Invoices for payment shall be submitted as follows: KITTCOM will bill CORONER by sending an invoice to the 507 N Nanum Ste 113, Ellensburg, WA 98926 or emailing to nick.henderson@co.kittitas.wa.us & judy.pless@co.kittitas.wa.us. Payments shall be made within 30 days of receipt of the invoice.

IX. General Terms and Conditions

A. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

B. Right to Review:

This Agreement is subject to review by any Federal or State auditor. The parties shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for the applicable retention period under federal and Washington law.

C. Modification:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties.

D. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given to:

KITTCOM Attn: Darlene Mainwaring, 700 Elmview Rd, Ellensburg, WA 98926

CORONER Attn: Nick Henderson, 507 N Nanum Ste 113, Ellensburg, WA 98926

Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

E. Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

F. Waiver:

Either party's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance, rather the same shall be and remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

G. Prior Agreements:

This Agreement embodies the entire Agreement between the parties, and supersedes any and all prior agreements, regarding the work and objective of this Agreement.

H. Remedies:

The rights and remedies of the parties set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the parties by any other provisions of this Agreement or by law.

I. Headings:

The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

J. Administrator:

Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Director of KITTCOM.

K. Property:

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that

party initially owning it.

L. Filing:

KITTCOM shall post this Agreement on its website as well as provide a copy of this Agreement to Kittitas County so it shall be posted on the Kittitas County's public website pursuant to RCW 39.34.040.

M. Public Disclosure:


KITTCOM and CORONER agree that each party is responsible for compliance with Washington State's public disclosure laws.

X. Signatures

KITTCOM


Mary Morgan, Administrative Board
Vice Chair KITTCOM

Kittitas County


Gary Berndt, Board of County
Commissioner Chair, Kittitas County


ABSENT


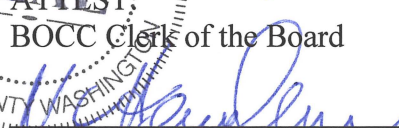
Obie O'Brien, Vice-Chair


Paul Jewell, Commissioner

Date: December 10, 2015

Date: December 15, 2015


ATTEST: Darlene Mainwaring
Board Secretary


ATTEST
BOCC Clerk of the Board

Nick Henderson, Coroner

XI. Key Personnel

KITTCOM

Darlene Mainwaring
KITTCOM (Kittitas County 9-1-1)
700 Elmview Rd
Ellensburg, WA 98926
(509) 925-8534, fax: 925-8540

CORONER

Nick Henderson, Coroner
Kittitas County
507 N Nanum St, Ste 113
Ellensburg, WA 98926
(509) 933-8200, fax: (509) 933-8224

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APPENDIX A

1. KITTCOM will upon notification of a request for the CORONER to be called to an incident, send an SMS text message to the CORONER group.
2. If the on call CORONER does not respond to the text message within 5 minutes, KITTCOM staff will attempt to phone the CORONER at the listed phone numbers for the specific on call CORONER.
3. KITTCOM will generate CORONER CAD call incidents for each CORONER event and radio log each phone call made to CORONER personnel.
4. KITTCOM dispatchers will have available CORONER provided lists of CORONER personnel. CORONER agrees to provide said notification by phone to KITTCOM as the person with the duties of on call coroner changes. KITTCOM will radio log in the CAD system who is on call and their personal phone contact information if the text messaging system is not functional.
5. KITTCOM will provide afterhours callout for CORONER personnel.
6. CORONER agrees to inform KITTCOM in writing if KITTCOM's personnel violate any of the policies, procedures or guidelines in this Appendix.
7. CORONER agrees that KITTCOM's occasional failure to perform the services described in this Appendix, only if due to KITTCOM's other emergency dispatch responsibilities, shall not be cause to invalidate this agreement. If KITTCOM routinely fails to take corrective action after being notified by CORONER of misapplications of the policies, procedures or guidelines contained in this Appendix, CORONER shall have cause to invalidate this agreement and withhold payment.