CONTRACT FOR E911 AND NON-EMERGENCY DISPATCH SERVICES

This agreement for E911 emergency communications and non-emergency dispatch services (hereinafter referred to as "Agreement') is made and entered into by and between ASOTIN COUNTY (hereinafter referred to as County) and the CITY OF CLARKSTON (hereinafter referred to as City) also referred to as PARTIES;

WITNESSETH:

WHEREAS the County has entered into an agreement with WHITCOM COMMUNICATIONS CENTER for the purpose of providing emergency and non-emergency communications services (that document is attached and incorporated by reference); and

The City has used WHITCOM services in the past and wishes to continue utilizing WHITCOM services; and

Both the City and County believe that the best and most efficient use of current resources is to enter into a contract that extends WHITCOM services and;

WHITCOM provides said services to the County and City. The City, as set forth in the attached document;

NOW THEREFORE, the County and City agree as follows:

1. That the County shall provide E911 emergency communications and non-emergency dispatch services for the City of Clarkston under the terms and conditions set out through their contract with WHITCOM emergency communications and dispatch services. In addition to the WHITCOM emergency communications and dispatch services the Asotin County Sheriff's Office also receives, enters into the applicable databases, and confirms arrest warrants issued by the Clarkston Municipal Court. These services will be provided for City Police, City Fire Department and Emergency

Medical Services for a period of five (5) years with an option to renew for an additional five (5) years if the County opts to continue its contract with WHITCOM dispatch services. The term of this contract shall begin July 1, 2009 and end June 30, 2014.

2. The County arrived at the following figures using total call volume divided by number of calls generated by the Asotin County Sheriff's Office, City of Clarkston, City of Asotin, and Asotin County Fire District #1 to the cost of services provided by WHITCOM. The figures also include payment for arrest warrant related services provided by the Asotin County Sheriff's Office to the Cities of Clarkston and Asotin. It is agreed that for each year of the contract, the amount paid by the City, shall be increased by three percent (3%) over the previous year.
    a. For the period of July 1, 2009, through June 30, 2010, the City shall pay to the county the annual sum of One Hundred Ninety-four Thousand Five Hundred and no/100 Dollars ($194,500.00) in monthly increments of Sixteen Thousand Two Hundred eight and no/100 Dollars ($16,208.00).
    b. For the period of July 1, 2010, through June 30, 2011, the City shall pay to the county the annual sum of One Hundred Ninety-six Thousand Five Hundred Twenty-five and no/100 Dollars ($196,525.00) in monthly increments of Sixteen Thousand Three Hundred Seventy-seven and eighty-three/100 Dollars ($16,377.83).
    c. For the period of July 1, 2011, through June 30, 2012, the City shall pay to the county the annual sum of One Hundred Ninety-eight Thousand Six Hundred Ten and seventy-five/100 Dollars ($198,610.75) in monthly increments of Sixteen Thousand Five Hundred Fifty and Ninety-five/100 Dollars ($16,550.95).
    d. For the period of July 1, 2012, through June 30, 2013, the City shall pay to the county the annual sum of Two Hundred Thousand Seven Hundred Fifty-nine and seven/100 Dollars ($200,759.07) in monthly increments of Sixteen Thousand Seven Hundred Twenty-nine and Twenty-two/100 Dollars ($16,729.22).

e. For the period of July 1, 2013, through June 30, 2014, the City shall pay to the county the annual sum of Two Hundred Two Thousand Nine Hundred Seventy-one and eighty-four/100 Dollars ($202,971.84) in monthly increments of Sixteen Thousand Nine Hundred Fourteen and Thirty-two/100 Dollars ($16,914.32).

3. This agreement may be renewed for one (1) five (5) year period following the end of the initial term by notification from the City to the County not later than four (4) months prior to the expiration of the initial term of this agreement. Any renewal of this agreement, after the initial term, will be subject to negotiation between the County and the City, and subject to any terms agreed upon by the County and WHITCOM.

4. Neither the City nor County is responsible for the independent acts and/or omissions of the other PARTY, or their officers, employees, or agents.

5. Further, it is the intent of the PARTIES that each PARTY shall be responsible for the negligent, willful, or intentional acts or omissions of their respective public safety personnel.

6. Each PARTY agrees to indemnify, defend, and hold harmless the other PARTY, its agents, officers, and employees from all claims whatsoever that may arise against the other PARTY as a result of the negligent, willful or intentional acts or omissions of the PARTY or their respective public safety personnel.

7. Each PARTY 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 or otherwise in response to E911 or emergency or non-emergency dispatch calls from WHITCOM.

8. 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 to release from this agreement provided thirty (30) days' written notice is given to the other PARTY; and no other funds are appropriated for the same fiscal period that would provide essentially the same or similar services (emergency communications, emergency and routine dispatch, and related services set forth herein) as outlined in this agreement.

9. This agreement may be terminated by either the City or County upon one (1) year's prior written notice. If this agreement is terminated prior to the expiration of its term, payment for emergency communication and dispatch services by WHITCOM will be prorated to the date of termination. Rates of payment are set forth above.

10. The City's obligations and the County's obligations hereunder are contingent upon WHITCOM's agreement with the County to provide services to Asotin County, Clarkston City Police, Fire Department and Medical Services. Any refusal by WHITCOM to provide such services shall render this agreement null and void.

11. Previous contracts between the County and the city for dispatch services are rendered null and void upon signing of this contract. To the extent prior contracts including provisions regarding jail services, those provisions will be honored until a new agreement for jail services is executed. A separate contract shall be negotiated for jail services between the County and City.

12. This agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. 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 and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against either PARTY. 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 Asotin County, Washington.

13. The terms of this agreement may be amended by mutual agreement of the City and County. 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. The parties are aware that the City of Clarkston will be operating an ambulance service beginning on January 1, 2010. The change in call volume is unknown at this time. The parties agree this change is a basis for amending this contract, subject to agreement or negotiations between the parties. The City of Clarkston may not deny a request by the County to amend this agreement if the reason for the request is increased call volume.

14. Any notice under this agreement shall be in writing and shall be effective when actually delivered or when deposited in the ail addressed to the parties as follows:

City of Clarkston: City of Clarkston Mayor
830 5th Street
Clarkston, WA 99402

Asotin County: Asotin County Board of County Commissioners
P.O. Box 250
Asotin, WA 99402

IN WITNESS WHEREOF, the parties have sent their hands and affixed their seals as of the date and year listed herein below written.

DATED this 13th day of January 2010.

CITY OF CLARKSTON

Donna M. Engle
Donna Engle, Mayor

Vickie Storey
Vickie Storey, City Clerk

James W. Grow
James Grow, City Attorney
(Approved as to Form)

ASOTIN COUNTY

Doug Mattoon
Doug Mattoon, Commissioner Chair

R.E. (Buck) Lane
R.E. (Buck) Lane, Vice Chair

Don Brown
Don Brown, Member

Jane Bremner Risley
Jane Bremner-Risley,
Deputy Prosecutor
(Approved as to Form)