

**AMENDED AGREEMENT FOR THE ESTABLISHMENT AND OPERATION
OF AN E-911 PUBLIC SAFETY ANSWERING POINT**

THIS AGREEMENT is entered into by and between the County of Walla Walla, a political subdivision of the State of Washington (hereinafter the "County") and the City of Walla Walla, a non-charter, code municipal corporation of the State of Washington (hereinafter the "City"), for the establishment of an E-911 public safety answering point (hereinafter the "PSAP").

WITNESSETH THAT:

WHEREAS the State requires all counties to provide E911 services throughout their jurisdictions; and

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers by enabling them to cooperate with other jurisdictions on a basis of mutual advantage; and

WHEREAS, the City and County entered into an agreement for establishment and operation of an E-911 Public Safety Answering Point which was executed by the County on September 26, 1995 and the City on October 11, 1995; and

WHEREAS, it is the goal of both the City and the County to serve the citizens of Walla Walla County by providing an effective and efficient communication link between those people with a fire, medical or law enforcement emergency and those agencies which are designated to respond to such an emergency; and

WHEREAS, the City and County have received input from users of the E-911 Public Safety Answering Point, and mutually agree that amendments to the original agreement would be beneficial to both parties and participant users; and

WHEREAS, the City has been providing 911 and dispatching services to a majority of Walla Walla County residences,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the provisions of RCW 39.34, the parties hereto do agree as follows:

I. PURPOSE

It is the purpose of this agreement to establish an Enhanced 911 Public Safety Answering Point (PSAP), funded with State and local monies and operated by the City of Walla Walla.

II. THE CITY OF WALLA WALLA AGREES AS FOLLOWS:

1. The City shall sufficiently staff, operate and maintain a county wide PSAP.
2. The City shall employ and assign a Director who shall be responsible for the overall operation of the PSAP. The Director shall be responsible to the City of Walla Walla City Manager for the staffing, direction, overall management, and efficient operation of the PSAP. The Director shall appoint a PSAP Manager that will supervise the day-to-day operation of the PSAP. The responsibilities of the Manager shall include the development of operating policies and procedures, scheduling, day-to-day management and supervision, and maintenance of liaison with the other users of the PSAP. The Manager shall serve as the Walla Walla County E-911 Coordinator.
3. The City shall maintain records and statistics on the operation of the PSAP for administrative and financial purposes. The City shall provide a quarterly financial report of activities of the PSAP and a report of each users utilization of the PSAP.
4. The City shall provide the following communications services in accordance with State standards for E-911:
 - A. An Enhanced 9-1-1 emergency telephone answering point for the receipt of calls for emergency and other assistance;
 - B. The development and utilization of a computer-aided dispatch system for emergency vehicles and units, and provision of necessary information thereto. The CAD system shall interface with other public safety agency records systems.
 - C. The sending and receipt of all teletype messages addressed to or from parties hereto that are pertinent to the operation of the PSAP, or as determined by other policy.
 - D. The performance of other tasks and services necessary and proper for the efficient operation of a comprehensive emergency communications system.
5. The City shall establish a special revenue fund to account for the receipt and expenditure of all monies related to the E-911 PSAP operation. The operations within the fund shall be the responsibility of the City of Walla Walla, administered by the Director in accordance with established policies.

6. The City shall use the facility and space provided by the County for the PSAP. The PSAP shall be co-located with the countywide Emergency Dispatch Center operated by the City at the County's facility leased under separate agreement from the County.
7. The City shall budget an amount equal to at least 5% of the telephone excise tax annually to a reserve fund dedicated to the enhancement or replacement of equipment or facility as recommended by the Advisory Board,
8. Prior to budget approval, the City Manager and the Director shall meet with the Council of the City of Walla Walla, the Board of Commissioners of Walla Walla County, or other user agency legislative bodies, to review the PSAP budget and discuss the Advisory Board recommendations.

III. THE COUNTY OF WALLA WALLA AGREES AS FOLLOWS:

1. The County shall collect wireline telephone and wireless telephone excise taxes as established by County Ordinance and make them fully available to the City of Walla Walla by the tenth day of the month following the month of receipt, for deposit into the City's designated special revenue fund.
2. The County shall make available to the City all other funds, grants, endowments or gifts of any type received by the County from any source which are to be dedicated to emergency telephone or emergency dispatching services.
3. The County shall cooperate with the City in securing the reimbursement of E911 and related expenses as approved by the State or Federal governments.

IV. ADVISORY BOARD

The parties hereto agree to establish an Emergency Services Communications Advisory Board (hereinafter the "Board" or ESCAB), which shall be the operations policy recommending body for the PSAP. The Board shall be composed of a representative of each agency, which is a user of the PSAP services under contract. The chair may, at his/her discretion, organize subcommittees necessary for efficient operation of the PSAP.

1. The Board shall establish bylaws consistent with this Agreement.

2. The Board shall have authority to:
 - A. Make recommendations for the operation of the PSAP in accordance with industry and State standards.
 - B. Review the financial contributions of the parties hereto, and to recommend adjustments in the same.
 - C. Recommend approval of the joining herein of any other user wishing to participate.
3. Decisions reached by the Board shall be by vote of the majority of the membership represented at any meeting.
4. The City Manager, directly or through his designee, shall seek the advice and assistance of the ESCAB when considering changes in the management and operation of the PSAP.

V. JOINING OF OTHER USER AGENCIES OR PSAP'S

Other governmental bodies within Walla Walla County may make use of the PSAP in accordance with the following:

1. Each such user agency must execute a written agreement, which is substantially the same in content as the existing user agency agreements, in accordance with the applicable laws of the State of Washington, agree to be bound in all respects, including bearing a proportional share of the financing of the PSAP.
2. After review by the ESCAB, they may approve the joining of another agency. Such agreements shall be limited to three years in duration and may be renewed in the same manner as existing agency agreements.
3. The City may charge new user agencies for costs for enhancements of equipment or expansion of buildings, property or equipment necessary to provide services for the new user agency.

Agencies outside Walla Walla County wishing to join the PSAP will have the request reviewed by the ESCAB with a recommendation forwarded to the Board of County Commissioners and the City Council for action.

VI. THE PARTIES HERETO AGREE AS FOLLOWS:

1. Liabilities:

Except for liability that is subject to immunity as provided by Ch. 38.52 RCW, each party agrees to hold the other harmless from any claims directly resulting from such party's sole negligence and from action or omissions that are solely attributable to any employee or agency of such party.

2. Disputes between parties:

Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties and non-binding mediation. The mediator shall be selected by mutual agreement of the parties and the costs of mediation shall be shared equally between the parties.

VII. FINANCES

1. All expenses for the PSAP shall be paid for by the City.
2. It shall be the responsibility of the Director to prepare an annual budget which will include all necessary and required revenues and expenditures.
3. The parties to the Agreement on behalf of the PSAP may accept gifts and donations, and may apply for and receive grants of money or equipment from other agencies. Such gifts and grants shall replace any party's financial contribution as required by this Agreement. Grant applications shall be prepared under supervision of the Director.

VIII. PROPERTY AND EQUIPMENT

1. Equipment, software, and other capitalized items directly relating to E911 services purchased or upgraded jointly during PSAP implementation shall be purchased by the City but title to the same shall remain with the County.
2. E911 equipment shall be in the custody of the City of Walla Walla, but title to the same shall remain with the County. The City of Walla Walla shall be responsible for the maintenance of all such equipment in good repair and adjustment, normal wear and tear excepted.

Upon initial receipt of custody of E911 equipment, the City of Walla Walla shall enter it into the County master inventory, describing the equipment fully, including its condition on receipt. The inventory list will be reviewed annually by the Director and as requested by the County.

Should either City or County withdraw from this agreement, custody of the E911 equipment shall be returned to the County immediately.

3. Other users joining herein may contribute equipment to the PSAP in accordance to the foregoing. Should another user, upon joining herein, decide to maintain dispatch services or active base stations in addition to or in lieu of services received from the PSAP, it is understood that operational net control remains with the PSAP, absent written agreement to the contrary.

IX. MODIFICATION, WITHDRAWAL, DURATION, AND TERMINATION

1. This Agreement may be modified by mutual written agreement of the parties.
2. The parties hereto may withdraw from this Agreement, and thereby terminate the agreement, only by legislative act of its governing body, communicated to the other party in writing. Such withdrawal and termination shall become effective at 11:59 p.m. of December 31 of the year in which the notice of withdrawal is tendered and in no case prior to that date and time. Notice of intent to withdraw must be served upon the clerk of the legislative body of the other party by no later than June 30 of the year in which the withdrawal and termination is to be effective.
3. This Agreement shall remain effective until terminated by withdrawal of a party hereto as provided herein.

X. GENERAL TERMS


1. This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of the Agreement.
2. Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

3. By March 30 of each year, or at the request of the Board of Commissioners, the Director shall review with the Board, the terms and conditions of this Agreement.
4. This Agreement shall be binding upon the parties hereto, their successors and assigns.

EXECUTED this the 21st day of December, 2004 for WALLA
WALLA COUNTY:

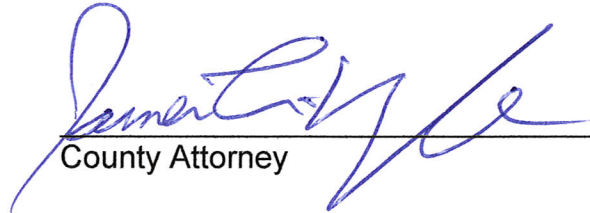

Chair

Attest: 
Clerk of the Board



Commissioner

absent
Commissioner

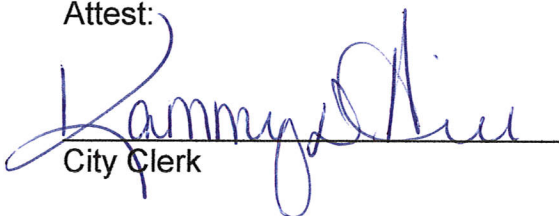
Approved as to form:


County Attorney


EXECUTED this the 2nd day of December, 2004 for CITY OF
WALLA WALLA


City Manager

Attest:


City Clerk

Approved as to form:


City Attorney