

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PORT ANGELES
AND
CLALLAM COUNTY**

FOR THE PURCHASE OF AN EVERBRIDGE SYSTEMS EMERGENCY NOTIFICATION SYSTEM

1. **THIS AGREEMENT**, is made and entered into this 12th day of February, 2013, by and between THE CITY OF PORT ANGELES , (hereinafter referred to as the CITY), and CLALLAM COUNTY , (hereinafter referred to as the COUNTY) pursuant to RCW 39.34. The CITY and the COUNTY (hereafter collectively referred to as the PARTIES) agree to purchase and deploy an emergency notification system from Everbridge Systems.
2. **THE PURPOSE OF THIS AGREEMENT IS** to memorialize the terms under which the CITY and COUNTY will jointly purchase, deploy, and maintain an Everbridge Systems emergency notification system . Both PARTIES agree to use and maintain the system and train their respective operators.
3. **BUDGET AND FINANCING:** The cost of the Everbridge System is up to \$18,000 per year (eighteen thousand) The CITY will pay the entire contract amount, up to \$18,000, for the year 2013 within 30 days of receiving an invoice from the COUNTY.

Thereafter, the CITY will pay fifty percent of the annual contract cost, up to \$9,000, and the COUNTY will pay the remaining fifty percent, up to \$9,000. The COUNTY will submit to the CITY an invoice for fifty percent (50%) of the cost. The CITY will pay the invoice within 30 days of receipt.

4. **DURATION:** This Agreement shall be effective on the date signed by both authorized agents for a one year term and thereafter shall renew annually up to 4 (four) additional years, unless terminated pursuant to paragraph 10.
5. **CONTACT PERSONS:** The CITY'S contact person for the Agreement is the City of Port Angeles Communications Manager. The COUNTY'S contact person for the Agreement is the Clallam County Emergency Manager.
6. **INDEMNIFICATION:** The CITY shall defend, indemnify and hold harmless the COUNTY and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the CITY, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this agreement.

The COUNTY shall defend, indemnify and hold harmless the CITY and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the COUNTY, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this agreement.

7. **DISPUTE RESOLUTION:** In the event that a dispute arises under this Agreement that cannot be resolved through good faith negotiation, it shall be resolved in the following manner; the CITY shall appoint a member to the Dispute Board, the COUNTY shall appoint a member to the Dispute Board; CITY and COUNTY will jointly appoint a member to the Dispute Board. In the event CITY and COUNTY are unable to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior

Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding the parties hereto.

- 8. **RESPONSIBILITIES:** The COUNTY agrees to administrate the contract and invoice the CITY for the contract amount per Paragraph 3. Each party will be responsible for selecting and training employees in the proper use of the system, ensuring its use complies with all laws, including the Public Records Act, and maintaining the appropriate records regarding its use of the system.
- 9. **AGREEMENT ALTERATIONS AND AMENDMENTS:** The CITY and the COUNTY may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CITY and the COUNTY.
- 10. **TERMINATION:** Either party may terminate this Agreement upon written notice delivered by hand or via US first class mail to the designated contact person. Such notice must be deposited in the mail or delivered within 30 (thirty) days of the end of a contract year. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement through the end of the current contract year. In the event of termination, the parties agree that ownership of the Everbridge System shall vest with the COUNTY.
- 11. **COMPLETE EXPRESSION:** This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understanding not incorporated herein is excluded.
- 12. **ALL WRITINGS CONTAINED HEREIN: IN WITNESS WHEREOF,** CITY and COUNTY have signed this Agreement as of the date and year written below:

CITY OF PORT ANGELES

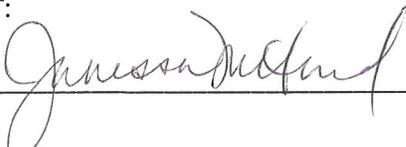


 Cheri Kidd, Mayor
 City of Port Angeles
 321 East 5th Street
 Port Angeles, WA 98362

Date: 2-21-13



 APPROVED AS TO FORM:

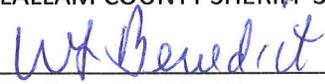
ATTEST:


CLALLAM COUNTY

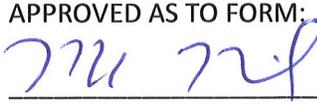


 Michael C. Chapman, Chair
 Board of Clallam County Commissioners
 223 East 4th Street, Suite 12
 Port Angeles, WA 98362

Date: 12 February 2013

CLALLAM COUNTY SHERIFF'S OFFICE


 W.L. Benedict, Sheriff

APPROVED AS TO FORM:


 Mark Nichols, Chief Deputy Prosecuting Attorney

ATTEST:


 Trish Holden, CMC, Clerk of the Board