

INTER-LOCAL AGREEMENT
BETWEEN
CLALLAM COUNTY FIRE DISTRICT #2
AND CLALLAM COUNTY

1. **THIS AGREEMENT**, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 1st day of November, 2011, jointly by and between CLALLAM COUNTY FIRE DISTRICT #2 (hereinafter referred to as "FD2") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "COUNTY"). This agreement sets forth the procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the PSIC project.
2. **THE PURPOSE OF THIS AGREEMENT IS TO** memorialize the terms under which the COUNTY will reimburse FD2, for equipment, software, and/or services in the category of radio and networking equipment, software, and/or systems, to complete approved interoperability projects. This installation is part of the Public Safety Interoperability Communications Grant (PSIC) awarded to COUNTY and funded by the National Telecommunications and Information Administration (NTIA) and administered through the U.S. Department of Homeland Security (DHS). The program is administered through the Washington State Military Department. The equipment to be installed by FD2 is a part of the Law Enforcement Dispatch Radio Network (LEDNRN) Investment Justification (IJ) approved by the Washington State Homeland Security Division of the Military Department, intended for support of inter-agency interoperable communications.

NOW, THEREFORE IT IS MUTUALLY AGREED THAT:

3. **SCOPE OF WORK:** The MOU defines the PSIC project scope of work and the responsibilities of the parties to the agreement. FD2 is hereby authorized to purchase and implementation components of the interoperability systems:
 - a. A Motorola Quantar VHF P25 Repeater located at East Port Angeles (Agnew) site owned by Washington State Patrol, and
 - b. P25 Control equipment and software located at said State Patrol Office and at Pencom, City of Port Angeles Police Dept, Port Angeles, and;
 - c. Installation services for the two named sites, for a maximum reimbursable value of \$65,000.
4. **INDEMNIFICATION:** Each party will defend, indemnify, and hold the other harmless from and against any and all claims and/or liabilities arising out of the terms of this agreement that relate to its own intentional and/or negligent acts and/or omissions.
5. **DURATION:** This Agreement shall be retroactive to June 1, 2009 and shall continue until November 30, 2012, subject to its other provisions.
6. **CONTACT PERSONS:** FD2 and COUNTY will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in

writing, the FD2 contact person will be the Fire chief of FD2. The COUNTY contact person will be the PSIC Grant Coordinator through the Clallam County Sheriff Dept Chief Civil Deputy.

7. **COMPENSATION:** The COUNTY, utilizing PSIC federal grant funding, will provide funding to FD2 in the amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) to complete the work identified in #2 above.
8. **MATCH:** FD2 agrees to provide not less than 25% (\$16,250) in-kind non-federal match identified in the PSIC grant required for the total acquisition and deployment costs of the COUNTY approved interoperability projects.

COUNTY will submit all completed forms to the Washington State Military Department for reimbursement. Upon receipt of payment from the Washington State Military Department, COUNTY will submit payment to FD2.

9. **TERMS AND CONDITIONS:** FD2 will comply with all terms, conditions, and requirements stated in the PSIC Contract (Attachment A).
10. **DISPUTE RESOLUTION:** In the event that a dispute arises under this agreement, it shall be determined in the following manner:

FD2 shall appoint a member to the Dispute Board. The COUNTY will appoint a member to the Dispute Board. FD2 and the COUNTY will jointly appoint a member to the Dispute Board. In the event FD2 and COUNTY are not able 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 on the parties hereto.

11. **SECURITY:** It is the intent of the parties that the PSIC project carried out under this Agreement will be conducted at the unclassified level. No classified information will be provided or generated under this Agreement. It is considered "Law Enforcement Sensitive."
12. **SEVERABILITY:** If any provision of this agreement or any provision of any law, rule, or document incorporated by reference into this agreement, shall be held invalid, such invalidity shall not affect the other provisions of this agreement which legally can be given effect without the invalid provision. To this end, the provisions of this agreement are declared to be severable.
13. **AGREEMENT ALTERNATIONS AND AMENDMENTS:** FD2 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 FD2 and the COUNTY.
14. **TERMINATION:** Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. 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 prior to the effective date of termination.
15. **FD2 STAFF:** FD2 staff providing services under the terms of this Agreement shall be under the direct command and control of the FD2 Chief or designee and shall perform the duties required by this Agreement in a manner consistent with FD2 policies and regulations, applicable federal, state and local laws, and the Constitutions of the State of

Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Director or designee.

16. **SERVICES:** Maintenance of the equipment, software, and /or services purchased by FD2 in accordance with this Agreement shall remain the responsibility of FD2. FD2 shall be responsible for any and all ongoing monthly service or maintenance charges payable to the vendor or their assigns installed under this Agreement. FD2 shall be responsible for providing the inventory of equipment as required in the PSIC Contract to CLALLAM. After acceptance, and receipt of reimbursement Clallam County to FD2, ownership of those items of equipment and software shall be automatically transferred to FD2, and this Agreement shall be thereby terminated. Such transfer of ownership shall obligate FD2 to comply with all provisions of the PSIC Contract for maintenance and inventory control of the equipment.

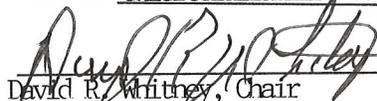
17. **COMPLETE EXPRESSION:** This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understanding not incorporated herein are excluded.

18. **ALL WRITINGS CONTAINED HEREIN:** IN WITNESS WHEREOF, FD2 and CLALLAM have signed this agreement as of the date and year written below:



Jon Bugher, Chief
Clallam County Fire District #2

Date: November 8, 2011
Address:
102 E. 5th Street
Port Angeles, WA 98362
Phone: 360-417-4790
Fax: 360-452-9235
Email: chief@clallamfire2.org



David R. Whitney, Chair
Clallam County Fire District #2

Date: November 8, 2011

Approved as to Form:

____ signature on file _____

Date:

ATTEST BY:

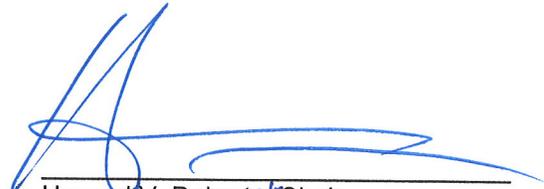


M. Joan Noal, District Secretary
Date: November 8, 2011



W.L. Benedict, Sheriff
Clallam County Sheriff's

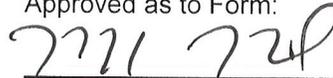
Date: 11-1-2011



Howard V. Doherty, Chair
Clallam County Commissioners

Date: November 1, 2011

Approved as to Form:



Mark Nichols, Chief Deputy Prosecuting
Attorney

Date: 10-26-11

ATTEST BY:



Trish Holden, CMC, Clerk of the Board
Date: November 1, 2011