

**FIRST AMENDMENT TO
TO MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING AMENDMENT (the Amendment) is by and between Jefferson County (the County), a Washington political subdivision, on behalf of the Jefferson County Sheriff's Office (JCSO) and Jefferson County 911 dba Jeffcom 911 Communications (Jeffcom), an interlocal agency.

WHEREAS, On November 21, 2013, the Jefferson County Board of Commissioners approved a Memorandum of Understanding (the MOU) by and between the County and Jeffcom establishing the terms and conditions whereby Jeffcom will provide the County with warrant entry services (Services);

WHEREAS, The Services provided under the MOU effect maintenance of records in the law-enforcement records management system adopted by the County; are distinct and separate from the expedient entry and clearance of warrants, orders and other records in state and federal law-enforcement databases performed by Jeffcom communications officers in their role as law-enforcement dispatchers for the County; and require training, experience and a work environment incompatible with the duties of a communications officer in an active emergency communications center;

WHEREAS, Jeffcom began providing Services to the City of Port Townsend under a similar MOU effective August 8, 2014;

WHEREAS, the relative demand for the Services between the County and the City of Port Townsend has been historically calculated and remained static at 82% for the County and 18% for the City of Port Townsend;

WHEREAS, Section 4 of the MOU set the annual rate charged by Jeffcom to JCSO for the Services at \$55,000 in 2014, to increase by 3% in 2015 and each subsequent year thereafter;

WHEREAS, Section 4 of the MOU required the parties to mutually negotiate any appropriate adjustment to the financial consideration by the County in view of Jeffcom's economies of scale and total revenues versus expenditures for all Services in the event Jeffcom provided Services to other entities;

WHEREAS, the Jeffcom Administrative Board has long acknowledged that the combined payments by the County and the City of Port Townsend for the Services have not covered Jeffcom's costs to provide the Services, with specific discussions having occurred in the October 2022, November 2022 and March 2025 Administrative Board meetings with direct losses to Jeffcom totaling an estimated \$67,000 for the years 2018 through 2023;

WHEREAS, the County has exercised its option under Section 2 of the MOU to require Jeffcom to allocate space to perform the Services;

Amendment #1 to MOU for Warrant Entry Services

WHEREAS, the MOU may be amended by agreement of the parties; and

WHEREAS, Jeffcom finds that an amendment to define its Costs, as defined herein, is necessary to recoup its accurate costs in providing Services to the County.

NOW, THEREFORE, In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section 1 of the MOU, Services, is amended by the addition of the following paragraph:

There being administrative burdens inherent in providing the Services herein that have arisen since original adoption of the MOU, the Parties reaffirm the "Services" to be provided by Jeffcom to the County pursuant to this MOU, but by amendment, shall redefine the compensation therefor.

2. The second paragraph of Section 4 of the MOU, Financial Consideration, is deleted in its entirety.
3. Section 4 of the MOU, Financial Consideration, is further amended by the addition of the following paragraphs:

Jeffcom through the adoption of its annual budget by its Administrative Board, shall set forth the budgeted amount of Costs as defined herein. Jeffcom also provides Services to the City of Port Townsend. The Costs so calculated shall be apportioned and charged by Jeffcom 82% to the County and 18% to the City of Port Townsend.

Necessary Definitions and Cost Allocation

(a) "Costs" refers to Jeffcom's Direct Costs and Allocated Indirect Costs. "Direct Costs" means Jeffcom's budgeted and actual costs reasonably and necessarily incurred to provide the Services, including: wages, overtime, standby/differential, benefits, payroll taxes and retirement for assigned personnel; supervision and quality assurance time; required training and certifications; CJIS/ACCESS compliance activities; technology and equipment used primarily for the Services (hardware, software, licensing, maintenance); supplies; and the allocable portion of Jeffcom's facility occupancy costs for the space dedicated to the Services. "Allocated Indirect Costs" means the reasonable allocation of Jeffcom's agency-wide administrative and support costs (e.g., executive, HR, finance, insurance including cyber/technology E&O, IT shared services) applied at Jeffcom's Board-approved overhead rate published annually with the budget.

(b) Annual Budget & Rate Setting. As part of its annual budget, Jeffcom shall publish the Costs for the services for the ensuing fiscal year. County acknowledges it holds

Amendment #1 to MOU for Warrant Entry Services

two seats on the Administrative Board for purposes of budget adoption.

(c) Workload Share; 82/18 Baseline. The Parties acknowledge that, based on historic utilization, the County's workload share has approximated 82% of the Costs and the City of Port Townsend's 18% of the Costs.

(d) True-Up and Audit. Within 90 days after fiscal year end, Jeffcom shall compare budgeted to actual Costs and issue a true-up invoice or credit. Upon reasonable notice and during normal hours, the County or City may inspect records supporting charges no more than once per year.

4. Section 7 of the MOU, Term, is amended by the addition of the following paragraphs:

Beginning in 2026, County will seek opportunities, jointly with the City of Port Townsend or separately, to provide services specific to the maintenance of warrants, orders and other records in the law-enforcement records management system(s) adopted by the County and the City of Port Townsend in office space that does not reduce Jeffcom's available space and supported by backfill staff who have as core job responsibilities the use of said law-enforcement records management system(s) and who are not engaged in handling of emergency phone and radio traffic.

Jeffcom also provides Services to the City of Port Townsend. Jeffcom will notify County within five days upon receipt of written notice by the City of Port Townsend of the City of Port Townsend's request to terminate its corresponding MOU for Services so that the County may determine whether to request similar termination of this MOU or to assume 100% of the Jeffcom's cost of providing Services including that portion then to be no longer paid by the City of Port Townsend.

5. A new Section 12 is added to the MOU, stating as follows:

12. Indemnification

The County shall indemnify, defend, and hold harmless Jeffcom and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of Jeffcom, its officers, agents, or employees and the County, its officers, agents, or employees in performing obligations under this MOU. In the event any such claim or suit is brought against Jeffcom, the County shall, at its sole expense, defend the same, provided that Jeffcom reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against Jeffcom, its officers, agents, or employees, or jointly against Jeffcom and the County and their respective officers, agents, or employees, the County shall fully satisfy such judgment.

6. This Amendment shall take effect immediately upon execution by both parties with the

Amendment #1 to MOU for Warrant Entry Services

Costs charged by Jeffcom to the County for the current year (2025) equal to 82% of its Costs as required by the amended Section 4 of the MOU but further as required (though less clearly stated) by Section 4 of the MOU prior to this Amendment.

7. After execution, Jefferson County shall record this MOU Amendment with the Jefferson County Auditor, an action required by RCW 39.34.040.
8. All provisions of the MOU not in conflict with this Amendment shall remain in full force and effect.

EXECUTED this ____ day of _____, 20____.

FOR JEFFERSON COUNTY 911:

Matt Stewart Date
Executive Director

APPROVED AS TO FORM: _____
Eric Quinn, Attorney at Law

FOR JEFFERSON COUNTY:

Heidi Eisenhour, Chair Date
Board of County Commissioners

APPROVED AS TO FORM: _____
Philip Hunsucker
Chief Civil Deputy Prosecutor