

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PORT ANGELES, A MUNICIPAL CORPORATION,
AND
JEFFCOM 9-1-1, A MUNICIPAL CORPORATION**

THIS AGREEMENT is entered into this 27 day of __July__ 2021, by and between the City of Port Angeles, Washington, a non-charter code city and municipal corporation of the State of Washington, hereinafter referred to as "City" and JEFFCOM 9-1-1, a municipal corporation of the State of Washington created by Interlocal Agreement, hereinafter referred to as "JEFFCOM" (Collectively "Parties," or singularly "Party").

WHEREAS, this Agreement is made pursuant to Chapter 39.34 RCW; and

WHEREAS, City, via PenCom, a division of the Port Angeles Police Department, provides Multi-Jurisdictional Public Safety Answering Point and Enhanced 911 Communication services throughout Clallam County, WA; and

WHEREAS, JEFFCOM provides the same services throughout Jefferson County, WA; and

WHEREAS, the City and JEFFCOM, intend to integrate certain Information Technologies to provide consistent service across Clallam and Jefferson Counties; and

WHEREAS, the City and JEFFCOM intend to maintain separate licensing agreements for Computer Aided Dispatch (CAD); and

WHEREAS, to properly administer the integration of City and JEFFCOM's CAD programs, certain hardware and software components must be purchased and maintained jointly for both parties; and

WHEREAS, to ensure the most effective administration of the integrated CAD programs, the City and JEFFCOM realize the need for a clear delineation of decision-making authority and dispute resolution;

NOW, THEREFORE, in consideration of the mutual covenants and promises described herein, the City and JEFFCOM agree as follows:

Section 1. Term.

This agreement shall commence on the date upon which the last party signature is affixed hereto and shall continue for five (5) years beyond that date, or until terminated as described in Section 4 below.

Section 2. Decision-Making Authority.

Decision-making authority for the implementation and operation of the integrated CAD systems, including but not limited to, selection of software and/or hardware, installation of software and/or hardware, and daily operation of software and/or hardware shall be shared between the Port Angeles Police Department Deputy Director of PenCom, or designee ("Deputy Director"), and the Executive Director of JEFFCOM, or designee ("Executive Director"). The Deputy Director and Executive Director shall consult in reaching decisions when the Deputy Director and Executive Director determine such consultation is necessary. Should the Deputy Director and Executive Director be unable to reach consensus on any issue requiring consultation, they may avail themselves of the dispute resolution process described in Section 3 below.

Section 3. Dispute Resolution.

If either Party is aggrieved by any act of the other Party that in any way affects or impacts the management, operation, efficiency, or effectiveness of the integrated CAD programs a written grievance may be filed with the Port Angeles Police Department Chief of Police and the Chairman of the Board for JEFFCOM within 14 days of the occurrence. The Chief of Police and Chairman of the Board shall meet within 14 days of the filing of the written grievance and attempt, in good faith, to resolve it as promptly and amicably as reasonably practicable, by conciliation between the Parties.

If such conciliation is not successful or the grievance is not abandoned within 30 business days, the matter shall proceed to mediation with one disinterested mediator chosen jointly by the Parties, and the cost of the mediator shall be evenly divided between the Parties.

All time periods called for in these sections may be extended by mutual written agreement.

Section 4. Termination.

This agreement may be terminated at any time and for any reason by either party by giving 14 days notice of termination to the other party.

Section 5. Financing.

Each Party to this Agreement shall be responsible for paying their own costs associated with connecting to the network used to integrate the CAD programs, their individual network connectivity, and bandwidth sufficient to maintain operations.

PenCom shall be responsible for two-thirds the costs, and JEFFCOM one-third the costs, associated with the purchase of software and project management required for this Agreement. This has been determined based upon the usage amounts of each center along with the number of agencies serviced.

Each Party shall be responsible for paying half of the network, network maintenance and network related expenses that are shared by purpose and use.

In the event of confusion regarding how to categorize any cost associated with this Agreement, the Deputy Director and Executive Director, in their capacity as the Decision-Making Authority, shall determine the distribution of payment of such cost.

Deputy Director and Executive Director have established, and shall maintain, a budget for the project defined by this Agreement. Said budget is attached hereto as Exhibit "A" and incorporated by reference.

Section 6. Property.

Within 90 days of the execution of this Agreement, Deputy Director and Executive Director shall compile a list of all relevant property associated with this Agreement, which shall identify the location of such property and if it is owned by PenCom, JEFFCOM or jointly. Thereafter, any property purchased in furtherance of this Agreement shall be added to this property list with ownership identified.

Upon the completion of the term of this Agreement in accord with Section 1, or termination in accord with Section 4, all equipment and items of relevant property provided by either Party to further the purpose of this Agreement shall be returned to that Party. Any jointly owned property may be divided among PenCom and JEFFCOM in an equitable distribution as determined by the Deputy Director and Executive Director.

Section 7. Defense and Indemnification.

Each Party agrees to defend, indemnify and to hold harmless the other Party to this Agreement from all claims, loss or damage, including costs and reasonable attorney fees, resulting from that Party's actions or omissions that are attributable to any official, officer, employee, volunteer or agent of that Party, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services. However, this indemnification shall not apply to liability arising from the intentionally tortious or criminal actions of any Party and/or their officials, officers, employees, agents, or volunteers.

Section 8. Insurance.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured municipal risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

Section 9. Venue and Jurisdiction.

Parties agree that this Interlocal Agreement shall be construed and interpreted pursuant to the laws and precedents of Washington State and that venue for any lawsuit arising from this Interlocal Agreement shall be in the Superior Court of Kitsap County.

Section 10. Authority.

Each of the undersigned represents that this intergovernmental agreement is duly authorized by the member agency represented.

Section 11. Entire Agreement.

By signing this Agreement, the City and JEFFCOM understand and concur that this Agreement, with respect of the subject matter thereof, incorporates all of the covenants, promises, agreements and conditions, oral or written between the Parties. The Parties hereby agree that this document contains the entire agreement between the Parties and that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

Section 12. Assignment.

This Agreement may not be assigned or transferred by either Party without the written approval of the other Party.

Section 13. Notice.

Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified in a subsequent written directive:

City of Port Angeles
Deputy Director of PenCom
321 E. 5th Street
Port Angeles, WA 98362

JEFFCOM
Executive Director
81 Elkins Rd
Port Hadlock, WA 98339

Section 14. Recording.

Once executed by both Parties, this Agreement shall be recorded, by the City, with the Clallam County Auditor and placed on the web page for the City of Port Angeles.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officials as set forth below.

CITY OF PORT ANGELES



Nathan West, City Manager,

JEFFCOM



Matt Stewart, Director

Dated this 27th day of July, 2020 NW

Dated this 30th day of May, 2020 M

4

Attest:

DocuSigned by:



5C32803CA9974C4...

Kari Martinez-Bailey, City Clerk

Approved as to Form:

DocuSigned by:

William Bloor

55FC5FBD4113427
William E. Bloor, City Attorney

Approved as to Form:


~~Joseph F. Quinn, Attorney for JEFFCOM~~

Eric T. Quinn



PORT ANGELES
WASHINGTON, U.S.

CITY COUNCIL
MEMO

Date: May 18, 2021

To: City Council

From: Karl Hatton, *Police Department Deputy Director*

Subject: Olympic Peninsula Public Safety Network (OPSN) Interlocal Agreement

Summary: The OPSN is a network that is co-owned and co-managed by PenCom and Jeffcom 9-1-1. This network allows for a single computer aided dispatch (CAD) system between counties and requires an administrative agreement.

Funding: This project is co-funded through each agency's Capital and Operational budgets. The respective budgets and proposed expenditures have been approved by both the Port Angeles City Council and the Jeffcom Executive board.

Recommendation: Authorize the City Manager to sign the agreement.

Background/Analysis: This contract represents a formalization of the administrative functioning and relationship between Jeffcom 9-1-1 and PenCom in the City of Port Angeles. Both entities have embarked on an ambitious project that will ultimately create a computer network that will house a single instance of the CAD program that each agency currently owns separately. Joining CAD programs and all associated data will allow each agency to serve as the other agency's functional backup during an emergency. It will also allow for a transparent data sharing between two counties with user agencies being able to have access to both county's law enforcement and CAD data. Each Public Safety Answering Point (PSAP) has individually purchased server components to both house the enterprise CAD solution, and to provide server space to back up the other agency's data.

As this network is developed an interlocal agreement (ILA) is required so that there is a process in place for decision making, budget support and a path for mediating disagreements in the operations of such a network. This ILA will describe the physical network, responsibilities and boundaries within the network, security, outside agency connection into the network, payment of bills associated with connectivity, hardware and software and pathways for managing disagreements about the application of any of the associated components. In a final product, both Jeffcom and PenCom will co-administrate a robust network that will operate the CAD system of both PSAPS, provide for data-backup, CO-OP and disaster mitigation. It will also allow each



May 18, 2021

City of Port Angeles Council Meeting Agenda Summary

This meeting was conducted virtually.

The Mayor may determine the order of business for a particular City Council meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council and the public. The Mayor will determine time of break. Hearing devices are available for those needing assistance. The items of business for regular Council meetings may include the following:

A. Call to Order – Special Meeting at 5:00 p.m. – Port Angeles Municipal Code Update and Presentation by Madrona Law

Call to Order – Regular Meeting at 6:00 p.m.

B. Roll Call, Pledge of Allegiance Ceremonial Matters, Proclamations & Employee Recognitions

C. Public Comment

No public comment was received.

D. Late Items

E. Consent Agenda | *Approved 7-0*

1. City Council Minutes of April 20, 2021 and May 4, 2021 / *Approve*
2. Expenditure Report: *From April 24, 2021 to May 7, 2021 in the amount of \$2,460,857.05 / Approve*
3. Equipment Repair – Wastewater Treatment Plant Trickling Filter Pump #1 / *Award a contract with Granich Engineered Products of Seattle, WA for the repair of Wastewater Treatment Plant Trickling Filter Lift Pump #1 for \$35,748.00 including taxes; and authorize the City Manager to sign all documents and to make minor modifications as necessary.*
4. Item I-3 - Planning Commission Appointment / *Appoint Steven Switzer to the Planning Commission to fill an unexpired term ending February 29, 2023.*
5. Item J-2 - 2021 Neighborhood Sewer Rehabilitation, CON-2021-09, Award Construction Contract / *Award a construction contract to Allied Trenchless, LLC, for the 2021 Neighborhood Sewer Rehabilitation, Project CON-2021-09, for the total bid amount of \$604,601.60, including taxes; and authorize the City Manager to sign the construction contract for the project and to make minor modifications to the contract as necessary.*

F. Public Hearings | 6:30 p.m. or Soon ThereafterNone

G. Ordinances Not Requiring Council Public Hearings

1. August Meeting Break / *Conducted First Reading / Continued to June 1G-1*

H. Resolutions Not Requiring Council Public HearingsNone

I. Other Considerations

1. CDBG Grant Agreement with Peninsula Housing Authority for Affordable Housing / *Approved 7-0.....I-1*
2. PenCom Presentation / *Presentation to Council*
3. ITEM MOVED TO E-4.....I-4