

**Interlocal Agreement
Between
Thurston 911 Communications
And
City of Tumwater Fire
For
USDD Station Alerting Gateway Hosting**

This Agreement is made and entered into by and between Thurston 911 Communications, hereinafter "TCOMM911," and the City of Tumwater Fire Department, hereinafter "City" or "Fire Department," and pursuant to the authority granted by Chapter 39.34 RCW.

It is the purpose of this Agreement to describe the support expectations and responsibilities of the agencies involved with hosting the USDD Gateway Controller for the Tumwater Fire Department Station Alerting system. The Gateway Controller will be hosted at TCOMM911, located at 2703 Pacific Avenue SE Suite A, Olympia, WA 98501.

Therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

A. TCOMM911 Responsibilities:

1. TCOMM911 and the Fire Department will coordinate to configure initial programming of the station controllers on the USDD Station Alerting Gateway.
2. TCOMM911 shall notify the Fire Department of any anticipated network, controller, or CAD maintenance activities that may impact the proper operation of the alerting system.
3. Support for the USDD Station Alerting Gateway shall be provided by TCOMM911 on a 24 hour/365 basis.

B. Fire Department Responsibilities:

1. The Fire Department shall purchase and maintain Station Controller hardware that is compatible with the USDD Station Alerting Gateway.
2. Fire Department will be responsible for ensuring the network connectivity between TCOMM911 and the Fire Department is maintained and operational in a sufficient manner in order to provide maximum availability for the connection between the Gateway and station controllers.
3. Fire Department shall inform TCOMM911 of any requested updates or changes to the USDD Station Alerting Gateway configuration, allowing three (3) business days or otherwise mutually agreed upon date for the completion of requested changes.
4. Fire Department shall be responsible for ensuring that the station controller hardware is configured to fall back to radio two tone operations in the event of loss of communication between the Gateway and station controllers.

C. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

1. Term and Termination

- a. Subject to its other provisions, this Agreement shall commence when this Agreement is properly signed by all parties.
- b. The term of this Agreement shall be five (5) years from the date the Agreement is properly signed by all parties. The agreement may be extended for additional five (5) year periods by mutual written agreement of the parties.
- c. Either party may terminate this Agreement for their convenience. The terminating party shall provide a minimum of six months' notice of termination of this Agreement to the other party. Such notice shall be provided by certified and first-class mail. The notice shall be deemed received not later than the third day after such mailing.
- d. Either party to this Agreement may terminate this Agreement upon 30 days' notice to the other party based on any material breach of this Agreement. Notice of termination for cause shall be provided by certified and first-class mail. The notice shall be deemed received not later than the third day after such mailing. The party receiving such notice shall have 20 days after the receipt to cure the alleged breach or commence a cure in the event a cure will take longer than 20 days. If the breach is not cured or a cure is not commenced within 20 days, this Agreement will terminate.

2. Consideration

The parties mutually agree that no cash consideration is required between the parties, due to the mutual benefits received by both parties.

3. Agreement Changes, Modifications and Amendments

This Agreement may only be changed, modified, or amended by written agreement executed by both parties.

4. Contract Management

The representative for each of the parties shall be responsible for all communications pertaining to this Agreement.

Thurston 911 Communications
Executive Director
2703 Pacific Ave SE Suite A
Olympia, WA 98501
360-704-2731

City of Tumwater
Fire Chief
311 Israel Rd SW
Tumwater, WA 98501
360-754-4170

5. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

6. Indemnity and Limitation of Liability

As relates to any legal claims or lawsuits brought by third parties, each party to this Agreement shall be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law and shall indemnify, defend and hold the other party harmless from any such liability, allegations, complaints, or claims of wrongful and/or negligent acts or omissions by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of negligence of more than one party, any damages allowed shall be levied in portion to the percentage of negligence or fault attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. Choice of Law

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

8. Entire Agreement

Both parties agree that this Agreement is a complete expression of its terms and conditions. Any other representations or understandings not incorporated in this Agreement are specifically excluded.

In Witness Whereof, the parties have executed this Agreement.

Thurston 911 Communications

Signature

Printed Name

Title

Date

City of Tumwater

Signature

Debbie Sullivan

Printed Name

Mayor

Title

Date

Attest:

Melody Valiant, City Clerk

Approved as to Form

Karen Kirkpatrick, City Attorney