

**INTERLOCAL AGREEMENT BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
AND
ARLINGTON SCHOOL DISTRICT
FOR
RAPID RESPONDER INTEGRATION**

THIS AGREEMENT is made and entered into on July 21, 2014, by and between the Washington Association of Sheriffs and Police Chiefs (WASPC), a combination of units of local government pursuant to RCW 36.28A.010, and the Arlington School District, a political subdivision, duly organized and operating under and by virtue of the laws of the state of Washington. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been duly authorized by each of the parties herein.

WHEREAS, pursuant to RCW 36.28A.060, the Washington State legislature has mandated that WASPC create and operate a statewide first responder building mapping information system wherein all state and local government-owned buildings are to be mapped for critical incident planning;

WHEREAS, the Arlington School District desires and has secured funding for WASPC to integrate a specific integration of the Rapid Responder System into a system or systems being provided by a third party;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. WASPC will cause the software known as Rapid Responder to be integrated into third party systems being used by the Arlington School District. At a minimum, WASPC will modify its Rapid Responder software as follows:
 - (a) Provided Internet capability exists at the agencies, a secure SSL connection method by which a vetted employee of the appropriate dispatch or law enforcement agency can automatically login to Rapid Responder and provide search criteria.
 - (b) Once automatically logged in, Rapid Responder would be displayed on the user's workstation at the click of a single button so that the user could view the event or search results and navigate into the site or event data as needed.
2. WASPC will ensure that the software modification is made available to and installed at
 - (a) Each Public Safety Answering Point (PSAP) and dispatch agency serving the schools in the Arlington School District, and
 - (b) The primary Law Enforcement Agency or Agencies having legal jurisdiction over the schools in the Arlington School District.

3. In addition, if it is technologically feasible, WASPC will work with the provider of the third party system to modify both systems so that the creation of an alert by the other system also launches an "ICS Event" in the Rapid Responder system.
4. The parties agree that staff at the school district and staff assigned to nine (9) schools will benefit from the integration in their use of the integrated alert system.
5. WASPC will assist the third party in its training of the designated staff in the use of the third party's alerting system, insofar as the Rapid Responder integration is relevant to the use of the alerting system.
6. WASPC will co-facilitate a drill, tabletop or functional exercise in the use of the integrated alerting system. Representatives of the following agencies will be invited to participate:
 - (a) School district personnel;
 - (b) Personnel from each school site;
 - (c) Personnel from the law enforcement agency or agencies having primary jurisdiction;
 - (d) Personnel from the fire department or departments having primary jurisdiction; and
 - (e) Personnel from the dispatch agency or agencies which serve the schools involved in the exercise.
7. Compensation. As consideration for WASPC's activities in the integration of systems and the training of staff, the Arlington School District agrees to pay WASPC the sum of \$9,000.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

<u>To WASPC</u> Washington Association of Sheriffs and Police Chiefs Attention: Bruce Kuennen 3060 Willamette Drive, NE, Suite 200 Lacey, WA 98516	<u>To Arlington School District</u> Arlington Public Schools Attention: Sid Logan 315 N French Ave Arlington, WA 98223
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9. Time. Time is of the essence for this Agreement. The activities required by this agreement will be completed by no later than June 30, 2015.
10. No Waiver. Any party's failure to insist upon strict performance of another party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.
11. No Third Party Rights. This Agreement shall not create any rights in any party.

12. Severability. Any provision of this Agreement proven to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and all other provisions shall remain in full force and effect despite such invalidity or legality.

13. Modification. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, contracts, understandings, written or oral.

15. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases, or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

16. Disputes. Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by WASPC, a representative appointed by the Arlington School District and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

16. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such action shall be initiated in the Superior Court of the State of Washington in and for Thurston County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees

17. Counterpart Originals. This Agreement may be executed in counterpart originals.