

**INTERLOCAL AGREEMENT BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
AND
PORT OF SEATTLE POLICE DEPARTMENT
FOR
FACILITY CRITICAL INCIDENT PLANNING AND MAPPING**

THIS AGREEMENT is made and entered into effective March 25, 2010, 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 Port of Seattle Police Department (POSPD), 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 POSPD desires and has secured funding for WASPC to provide Critical Incident Planning and Mapping System services for various facilities in order to maximize the safety of emergency responders and those within the facilities;

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

1. The following facilities shall be mapped for critical incident planning pursuant to RCW 36.28A.060:

<u>Facility Description</u>	<u>Physical Address</u>
Terminal 91	2001 W. Garfield St., Seattle, WA 98119
Light Rail Terminal	17801 International Blvd., Seattle, WA 98158

2. The facilities shall be mapped in accordance with the guidelines developed pursuant to RCW 36.28A.070 and the mapping software developed pursuant to RFP issued by WASPC.

3. Compensation. As consideration for WASPC's critical incident planning and mapping of Terminal 91 and the Light Rail Terminal, the POSPD agrees to pay WASPC the sum of \$20,653. Additional compensation will be agreed to by amendment to this agreement for price increases or for additional facilities, if funded.

4. Facility Definition. A facility is defined as the building located at the physical address listed above and all significant structures housing staff and/or critical materials, located on the same site.

5. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

To WASPC

Washington Association of
Sheriffs and Police Chiefs
Attention: Bruce Kuennen
3060 Willamette Drive, NE, Suite 200
Lacey, WA 98516

To POSPD

Port of Seattle Police Department
Attention: Commander Bill McAteer

6. Time. Time is of the essence for this Agreement. The mapping of the facilities listed in this agreement will be completed by no later than June 30, 2010.

7. 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.

8. No Third Party Rights. This Agreement shall not create any rights in any party.

9. 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.

10. 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.

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

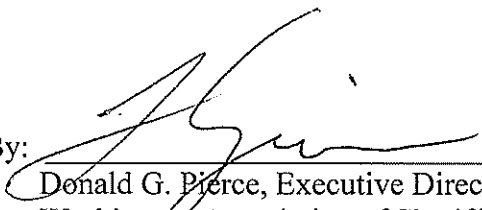
12. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases, or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

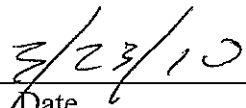
13. Disputes. Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the WASPC, a representative appointed by the POSPD 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.

15. 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

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

WASHINGTON ASSOCIATION OF
SHERIFFS AND POLICE CHIEFS

By: 
Donald G. Pierce, Executive Director
Washington Association of Sheriffs &
Police Chiefs


Date

PORT OF SEATTLE POLICE
DEPARTMENT

By: _____

Date