

RESOLUTION NO. R-86-15

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR ENHANCED 911 EMERGENCY COMMUNICATIONS AND DISPATCH SYSTEM.

WHEREAS, the City Council for the city of Pullman has before it an amendment entitled "First Amendment to Interlocal Agreement for Enhanced 911 Emergency Communications and Dispatch System" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Amendment; now, therefore,

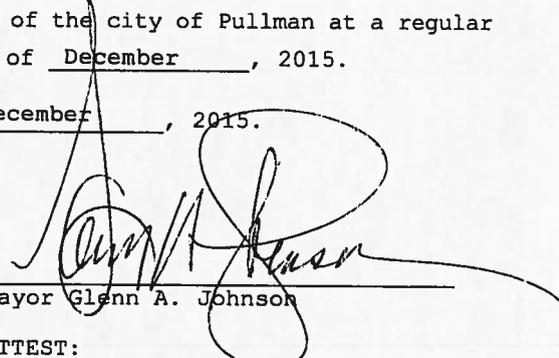
IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Amendment attached hereto as Exhibit "A".

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Amendment authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Amendment shall be posted on the official Web site of the city of Pullman and shall be effective upon posting.

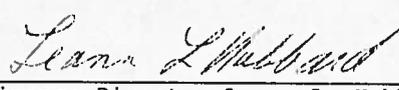
ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 8th day of December, 2015.

DATED this 9th day of December, 2015.



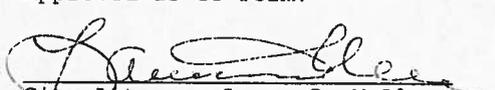
Mayor Glenn A. Johnson

ATTEST:



Finance Director Leann L. Hubbard

Approved as to Form:



City Attorney Laura D. McAloon

FILED
DEC 09 2015
CITY CLERK'S OFFICE
PULLMAN WASHINGTON

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR ENHANCED 911
EMERGENCY COMMUNICATIONS AND DISPATCH SYSTEM**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR ENHANCED 911 EMERGENCY COMMUNICATIONS AND DISPATCH SYSTEM (hereinafter referred to as "Amendment"), effective as of January 1, 2016, is made and entered into by and between the County of Whitman, a political subdivision of the state of Washington, (the "COUNTY"), the City of Pullman, a municipal corporation of the State of Washington (the "CITY"), and Washington State University, an institution of higher education and an agency of the State of Washington (the "UNIVERSITY"), hereinafter collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into that certain Interlocal Agreement for Enhanced 911 Emergency Communications and Dispatch System dated November 25, 2013 (the "Agreement"); and

WHEREAS, the PARTIES desire to amend the Agreement to establish the County of Asotin, State of Washington and City of Moscow, State of Idaho, each as a voting member of the WHITCOM Executive Board.

NOW, THEREFORE, the COUNTY and WHITCOM agree to amend the Agreement as follows:

1. Section IV(B) of the Agreement shall be deleted in its entirety and replaced with the following:

B. Whitcom Executive Board

1. The Whitcom Executive Board is hereby authorized by the PARTIES to this Agreement to administer the operations of WHITCOM and the implementation of this AGREEMENT. The Executive Board shall meet once a month. The Executive Board shall resolve issues that are not addressed specifically in this AGREEMENT or in the approved WHITCOM annual budget. The Executive Board shall not decide issues that would have the effect of modifying this AGREEMENT or the approved WHITCOM budget, and shall refer the resolution of those issues to the PARTIES to address. The WHITCOM Executive Board shall consist of two voting members each from the COUNTY, the CITY and the UNIVERSITY; specifically including a COUNTY Commissioner, the COUNTY Sheriff, the UNIVERSITY Vice President for Finance and Administration or designee, the UNIVERSITY Chief of Police, the CITY Supervisor or designee, and the CITY Fire Chief as voting members of the Executive Board. The WHITCOM Executive Board shall also consist of one voting member each from Asotin County, Washington and City of Moscow, Idaho, specifically including a County Commissioner of Asotin County and the City Supervisor or designee of the City of Moscow. The CITY Chief of Police, a representative of the COUNTY emergency management, and a representative of each Contract Subscriber, (excluding Asotin County, Washington and the City

of Moscow, Idaho), shall be ex-officio members of the Executive Board and shall be allowed to address concerns regarding policies, procedures and operating protocols to be used by WHITCOM in providing emergency communications and dispatch services to the areas within their jurisdiction, but shall not have the right to vote.

2. Except as set forth in this Amendment, all of the provisions of the Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year herein below written.

WHITMAN COUNTY

Dean Kenigs
County Commissioner

Melba Sargent
County Commissioner

Arthur D. Swannack
County Commissioner

ATTEST:

Maribeth Bueker 12-21-15
Clerk of the Board

CITY OF PULLMAN

[Signature]
Mayor

Lynn L Hubbard
Finance Director

Approved as to form:

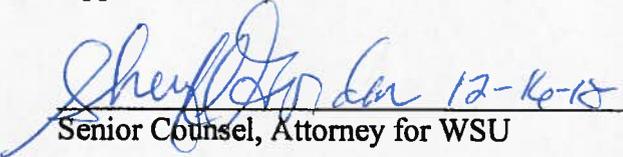
[Signature]
City Attorney

WASHINGTON STATE UNIVERSITY



Vice President for Finance and Administration

Approved as to form:



Senior Counsel, Attorney for WSU