

**REGIONAL EMERGENCY RADIO COUNCIL (RERC)
INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and among King County, Pierce County and Snohomish County, each a political subdivision of the State of Washington (individually, a “Party” and, collectively, the “Parties”) pursuant to Chapter 39.34 RCW. The Parties agree as follows:

RECITALS

WHEREAS, public safety first responders in King, Pierce and Snohomish Counties (geographically, the “Region”) desire reliable, interoperable Public Safety Communication Platforms and Systems which operate seamlessly across county borders to provide safe and effective response for public safety; and

WHEREAS, network and end user technologies to accomplish interoperable communications are becoming more sophisticated, are expensive to acquire, operate and maintain, and are essential to effective public safety first responders; and

WHEREAS, it is more efficient, effectual and cost-effective for the Counties, cities and Radio System Operators within the Region to plan for technology acquisitions, upgrades and maintenance on a regional basis than to acquire these systems and services individually; and

WHEREAS, effective regional planning can allow public safety communication agencies in the Region to integrate their Public Safety Communications Platforms and Systems over time in order to migrate into a Single Unified Public Safety Communications Platform serving the Region; and

WHEREAS, effective regional strategic planning for public safety technology uses will provide for more effective stewardship of public funds and provide a higher standard of first responder technology for all Radio System Operators in the Region; and

WHEREAS, regional strategic planning for public safety must address fairness and equity issues in all areas in the Region; and

WHEREAS, there is a need to create a system for balanced regional governance, funding and policymaking that preserves local control and strengthens local service levels while improving the Region-wide prospects for a Single Unified Public Safety Communications Platform; and

WHEREAS, there is a need to periodically replace and upgrade Public Safety Communications Platforms and Systems across the Region; and

WHEREAS, through regional planning, the Region can overcome un-synchronized funding and replacement cycles, technical compatibility issues and operations and control issues to maximize interoperability and fiscal responsibility; and

WHEREAS, the parties agree that it is in the public interest to execute this Interlocal Cooperation Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings:

- 1.1. **End User Devices** are the communications devices such as handsets, mobile data terminals, smart-pads and other communications devices that will be available to end users and that communicate over the System.
- 1.2. **Fiscal Year** is January 1 through December 31.
- 1.3. **Interoperability** is the degree to which public safety communications solutions are available between authorized users across their work area in the Region.
- 1.4. **Managing Agency** is a Party designated by the RERC pursuant to Section 6.1 of this Agreement to provide staffing and other services as directed by RERC.
- 1.5. **Members** are the Parties to the Agreement.
- 1.6. **Operating Fund** is the fund established under Article 8 by the Managing Agency.
- 1.7. **Party or Parties** are King County, Pierce County and Snohomish County, or their successors and assigns as provided in Sections 13.2 and 13.13 of this Agreement, and

any new members that may hereafter be added to the RERC pursuant to Section 13.2 hereof.

- 1.8. **Public Safety Communications Platform or Platforms** are the available standardized types of interoperable system architectures that can meet the defined standards and requirements for public safety communications.
- 1.9. **Radio System Operator** is an owner or operator of a public safety radio communications system within the Region.
- 1.10. **Region or Regional** is the combined geographic areas of King, Pierce and Snohomish Counties.
- 1.11. **Representative** is a person appointed by a Party to represent that Party on the RERC. The number of authorized Representatives of each Party is set forth in Section 5.1 of this Agreement. As the context requires, a Representative may mean an alternate acting for a Representative pursuant to Section 5.2 of this Agreement.
- 1.12. **RERC** is the Regional Emergency Radio Council, a joint board organized and created by the Parties pursuant to this Agreement and RCW 39.34.030(4).
- 1.13. **Single Unified Public Safety Communications Platform** is one Public Safety Communications Platform providing communications service to the Region.
- 1.14. **Strategic Plan** means a document that defines the RERC's strategy and guidelines for making decisions on allocation of resources to pursue the public safety communications strategy set forth in the Recitals and in Article 3. The key components of strategic planning include the RERC's mission, values and strategy.
- 1.15. **System or Systems** are wireless communications radio systems specifically designed and built to serve public safety first responder voice and data needs. Systems include radio towers, radio frequencies, system controllers and dispatch consoles.

ARTICLE 2. JOINT BOARD

By execution of this Agreement, the Parties hereby create a joint board pursuant to RCW 39.34.030(4), which board may be referred to as the Regional Emergency Radio Council ("RERC"), to administer their cooperative undertaking of the Regional emergency communications planning as provided herein. No partnership or other legal entity is formed by this Agreement.

ARTICLE 3. PURPOSES AND PRINCIPLES OF THIS AGREEMENT

The purposes of this Agreement are to:

- 3.1. Consider methods to preserve and enhance the Interoperability, reliability, scalability, coverage, security, and affordability of Public Safety Communications Platforms, including Systems and End-User Devices, throughout the Region.

- 3.2. Consider methods to seek to effectively steward public resources for public safety communications, and to effect a fair and equitable distribution of costs of Public Safety Communications Platforms and Systems so that no Systems in the Region are excluded.
- 3.3. Adopt Regional principles for the acquisition, operation and replacement of Public Safety Communications Platforms in order to encourage all Public Safety Communications Platforms in the Region to migrate toward a Single Unified Public Safety Communications Platform and high standards of service to end-users.
- 3.4. Adopt a Strategic Plan for migrating existing Regional Public Safety Communications Platforms toward a Single Unified Public Safety Communications Platform by 2030. The initial Strategic Plan shall address planning and policy objectives and standards for the short term (until 2018), the medium term (until 2020) and the long term (until 2030) and define the actions the RERC and its Members will take to reach those objectives.
 - 3.4.1. The Strategic Plan shall include strategies to improve operational efficiencies, control costs and meet public safety requirements throughout the Region.
 - 3.4.2. The RERC shall include in the Strategic Plan mechanisms for budget, equitable cost allocation, funding and financing to design, acquire and construct the Single Unified Public Safety Communications Platform.
 - 3.4.3. In developing the Strategic Plan, the RERC will consider the adopted Purposes and Principles of the RERC as part of any decision. Not all principles must be met in each decision nor is any one principle controlling.
 - 3.4.4. The Strategic Plan shall be reviewed and updated by the RERC no less than every five years.
- 3.5. Provide policy leadership for the Region regarding public safety communications to ensure effective, inclusive and fair Regional public safety communications policies.
- 3.6. Propose mechanisms for funding public safety communications investments in the Region.
- 3.7. Adopt standards for the Region for Public Safety Communications Platforms, Interoperability among systems and reporting procedures on operations and maintenance. Such standards shall be designed to encourage excellent and fiscally responsible Regional communications development and operations.
- 3.8. Provide guidance, prioritize and endorse Regional public safety communications technology projects for grant funding in the Region, and to any entity pursuing

development of public safety communications systems or programs within the Region.

- 3.9. The RERC shall have the authority to make decisions and take actions on matters related to the Purposes and Principles of this Agreement set forth in Article 3, at all times subject to those matters that require approving actions by the governing bodies of the Parties. At a minimum, such actions that do not require further action by the governing bodies of the Parties are:
 - 3.9.1. Make such decisions and take such actions as are expressly delegated to the RERC hereunder;
 - 3.9.2. Develop and adopt a Strategic Plan and other planning documents as necessary;
 - 3.9.3. Establish a Technical Advisory Committee and other advisory committees, both standing and ad-hoc;
 - 3.9.4. Designate a Party to act as the Managing Agency and to supervise contractors and consultants hired by the Managing Agency for RERC projects;
 - 3.9.5. Review and recommend budgets and expenditures;
 - 3.9.6. Recommend that the Managing Agency or any Party apply for and enter into agreements for grants and receive and distribute grant funds;
 - 3.9.7. Adopt policies and procedures and undertake any and all acts necessary to implement its powers and duties; and
 - 3.9.8. Advise the Managing Agency or any Party regarding mutually advantageous agreements with public and private entities having similar communications Systems.

ARTICLE 4. TERM

This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the County Auditor or Recorder of each of the Parties or, alternatively, listed by subject on each of the Parties' websites or other electronically retrievable public source pursuant to RCW 39.34.040. This Agreement shall remain in effect so long as two Parties remain Members, subject to the provisions of this Agreement for termination and withdrawal of a Party pursuant to Article 10 below. If two Parties remain, the Agreement will be modified as necessary.

ARTICLE 5. REPRESENTATION AND VOTING

- 5.1. Each Party shall be represented on the RERC as follows:
 - King County shall appoint 5 Representatives;

Pierce County shall appoint 3 Representatives; and Snohomish County shall appoint 3 Representatives.

- 5.2. The Representatives from each Party shall be appointed and replaced by the Party according to such criteria and procedures as each Party shall determine in its sole discretion. Each Party may appoint such alternate Representatives as it determines who shall serve if a primary Representative is absent or unable to serve. An alternate may vote only if a primary Representative is not present to vote.
- 5.3. All meetings of the RERC shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").
- 5.4. Each Representative shall have one vote and the Representative must be present at the meeting in order to participate and vote. There shall be no vote by proxy. Except as specifically provided elsewhere in this Agreement, approval of any proposal or motion shall take the affirmative vote of the majority of all Representatives and such majority must contain an approving vote from at least one Representative from each Party.
- 5.5. A quorum of the RERC shall consist of a simple majority of the RERC Representatives being present at the meeting but the number of votes required to pass a proposal or motion shall be the same number as if all RERC Representatives were present and shall be subject to the requirements of Section 5.4.
- 5.6. The RERC Representatives shall elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside at meetings of the RERC, establish committees and appoint the committee chairs. The Vice Chair will so serve in the absence, incapacity or resignation of the Chair. At the first meeting of the RERC, the Chair and Vice Chair shall be elected by the Representatives. The initial Chair and the initial Vice Chair will be elected to a two-year term. At all times, the Chair and Vice Chair shall be Representatives from different Parties. After the second year, the Vice Chair shall rotate to the Chair position to serve a two-year term as Chair and a new Vice Chair from the third Party will be elected for a two-year term. Thereafter the same method of rotation shall be used; the RERC Representatives shall elect in such manner that the officer positions are rotated among representatives of the Parties.
- 5.7. Subject to the provisions of this Agreement and the OPMA, the RERC shall establish procedures for operations, meetings and the frequency of meetings.

ARTICLE 6. MANAGEMENT

- 6.1. The RERC shall designate a Party to act as the Managing Agency and provide staffing and other services as directed by the RERC. The initial Managing Agency shall be King County. The Managing Agency may be changed by vote of the RERC. The Managing Agency shall provide services, including but not limited to: providing administrative support for RERC meetings, including but not

limited to preparing meeting notices, agendas and minutes; responding to requests for public records; conducting audits; procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties; receiving and depositing into, and expending funds from, the Operating Fund created by Article 8 hereof for RERC purposes and consistent with the RERC-adopted budget, and providing an accounting therefor; developing a proposed annual work plan and budget for RERC consideration; applying for grants; entering into agreements advantageous to RERC as approved by RERC; and providing such other services as RERC directs and are within the authority of this Agreement and the RERC-adopted work plan and budget. At all times, the Managing Agency will comply with applicable legal authorities and internal processes regarding the Managing Agency's action.

- 6.2. At each regular meeting of the RERC, the Managing Agency shall report on the status of its activities including Operating Fund receipts and expenditures, contracting, grant applications, and any proposed changes to the RERC-adopted work plan and budget.
- 6.3. One or more of the Parties may, at their own expense, audit the performance of the Managing Agency under this Agreement in accordance with Section 13.3.

ARTICLE 7. ANNUAL BUDGET AND COST ALLOCATION

- 7.1. The Managing Agency shall prepare a proposed work plan and annual budget stating the revenues and expenditures of RERC for the work plan. RERC will consider the work plan and budget and adopt a proposed budget by June 1 of the calendar year prior to the year the proposed budget will be in effect. The proposed budget will include, but not be limited to, the Managing Agency's direct and indirect labor costs (using fully-burdened rates), fees and other costs of providing the services described in Articles 6 and 8; consultant, vendor and contractor costs; and other anticipated costs for the work plan. The annual budget shall not exceed the amount of \$250,000 for each of Fiscal Years 2013 and 2014, unless agreed to by all three Parties. The Parties agree that the required contribution of funds will be made on an equal basis (where one is the numerator and the number of Parties is the denominator) through Fiscal Year 2014. In succeeding fiscal years, the RERC shall propose the annual budget and expenditure limits according to the financial requirements for accomplishment of the work plan, and shall recommend how to apportion the required contribution of the Parties.
- 7.2. Upon receipt of the RERC proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming year in order to determine the amount of its payment to the RERC Operating Fund. If any Party does not approve and appropriate its share of the proposed RERC budget, it shall notify RERC of the amount it would be willing to approve and appropriate. The RERC shall reconsider the work plan and budget and make adjustments accordingly. The revised budget will be resubmitted to the Parties for consideration. Upon approval of a budget and appropriation of their respective shares by the appropriation authorities of all Parties, the RERC will

adopt the final budget and implement the work plan. Unless otherwise agreed by all Parties, each Party shall make payment of its share to the RERC Operating Fund by January 31 of each year.

Notification may be given by electronic or other means as authorized by the RERC and as required by each Party to comport with individual accounts payable policies and procedures. Each Party shall make its payment by electronic funds transfer.

- 7.3. The Parties acknowledge that the Managing Agency may be required to incur unanticipated expenses related to the provision of its services including but not limited to responding to public records requests and potential legal actions arising therefrom. The Managing Agency will advise the other Parties and the RERC of any unanticipated expenses. The Parties agree to work together to revise the work plan and budget as necessary to cover the unanticipated expenses.
- 7.4. The Managing Agency shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover same. In the event that one or more Parties do not remit payment within the prescribed timeframes, the Managing Agency may, but is not obliged to, make a payment to avoid breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event an individual Party fails to pay its individual share of the RERC-adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

ARTICLE 8. OPERATING FUND

- 8.1 The Managing Agency shall establish a fund which shall constitute the "Operating fund of the RERC joint board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the "Operating Fund." All funds received on behalf of the RERC shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the RERC shall be paid from the Operating Fund. At the Managing Agency's sole discretion, the Operating Fund may be established as an administrative fund or subfund within an existing Managing Agency fund. The Parties agree that interest will not accrue on the Operating Fund.
- 8.2 Managing Agency payments to third parties and reimbursements of the Managing Agency's costs and expenses shall be made from the Operating Fund. Such payments and reimbursements that are within the final RERC-adopted

budget and workplan shall be made by the Managing Agency and subsequently reported to the RERC in accordance with Section 6.2.

ARTICLE 9. ASSETS

The RERC will hold no assets. The Parties agree that each Radio System Operator owns and may continue to own, operate and maintain its public safety communications System and that it will be coordinated with the others to provide for Interoperability. The Technical Advisory Committee will review and advise the RERC on the best methods to achieve and implement Interoperability while the Strategic Plan is developed and to position the Parties for migration to a Single Unified Public Safety Communications Platform.

ARTICLE 10. WITHDRAWAL, TERMINATION AND DISSOLUTION

- 10.1. Voluntary Withdrawal. Any Party may voluntarily withdraw ("Withdrawing Party") from the RERC upon written notice provided to the Parties and RERC not less than six (6) months prior to the end of the then-current Fiscal Year. Timely withdrawal will be effective at the conclusion of the then-current Fiscal Year, unless the Parties agree to a different withdrawal date in writing. The Withdrawing Party shall be responsible for all of its obligations under this Agreement incurred prior to the effective date of the withdrawal.
- 10.2. Termination. A Party may be terminated ("Terminated Party") effective December 31 of any year upon the RERC's written determination that the Terminated Party has not complied with the terms of this Agreement. The RERC must approve the action by unanimous vote (except that those Representatives of the Party alleged to have breached the Agreement shall not vote) followed by approval of the governing bodies of the non-defaulting Parties. The Terminated Party shall be responsible for all of its obligations under this Agreement incurred prior to the effective date of the termination.
- 10.3. Suspension. If a Party fails to make a required payment, or otherwise has breached this Agreement, following ninety (90) days' written notice, in lieu of termination, the RERC may place the Party in a suspension status ("Suspended Party") with no voting rights until the required payments are made or the breach is cured. The Suspended Party shall not be relieved of its obligations under this Agreement. Suspension shall be effective upon unanimous vote of the RERC Representatives (except that the Representatives of the Party to be suspended shall not vote).
- 10.4. Reallocation. Upon withdrawal or termination of a Party, the remaining Parties shall determine how costs will be reallocated for future activities and if other amendments to this Agreement are necessary.

- 10.5. Dissolution. This Agreement shall terminate and the RERC shall be dissolved if the Representatives unanimously agree or if at any time there are less than two Parties remaining. Upon dissolution, the RERC shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the RERC.

ARTICLE 11. DISPUTE RESOLUTION

- 11.1. The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow the steps as set forth in Section 11.2. The Parties recognize that a dispute may occur between any combinations of two or more Parties. The disputants are referred to as "Disputing Parties" or if one such party the "Disputing Party." Nothing shall prevent the Disputing Parties from waiving any of the steps by mutual consent.
- 11.2. Dispute Resolution Steps.

Step One (Negotiation):

A Party who has a dispute will give written notice to all other Parties setting forth the reasons for such dispute. Within thirty (30) calendar days following written notice of a dispute, the Disputing Party(ies) will designate an authorized Representative to negotiate on behalf of the Party he/she represents and attempt to negotiate a proposed resolution. If the Representatives negotiate a proposed resolution, the Representatives shall reduce the resolution to writing and submit the same for approval by the Disputing Parties and the RERC, subject to approval by the Disputing Parties' governing bodies if necessary. A resolution so approved shall be binding on the Disputing Parties. If the proposed resolution is not approved, the Disputing Parties shall proceed to Step Two.

Step Two (Mediation):

If the dispute cannot be resolved within sixty (60) calendar days of the written notice required at Step One, the Disputing Parties shall submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator. If they cannot agree, the Parties will select a mediator through the Rules of the American Arbitration Association's Mediation Service or such other neutral service as the Parties may agree upon.

Step Three (Legal Action):

After exhaustion of the preceding processes, a Disputing Party may initiate litigation in the Superior Court of the State of Washington according to applicable venue rules.

- 11.3. Legal Fees. Each Disputing Party shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals.

ARTICLE 12. INDEMNIFICATION

- 12.1 Except as otherwise provided in Section 12.2 for the Party acting in the capacity of Managing Agency, each Party shall defend, indemnify, and hold each other harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities, damages, penalties, costs and expenses, including but not limited to reasonable attorneys' fees resulting from damage to property or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, servants, agents, or officers elected or appointed. The foregoing indemnity specifically covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party or Parties entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this section. The indemnification obligation provided in this section shall survive any withdrawal from, or any expiration or termination of, this Agreement for the duration of any applicable statute of limitations.
- 12.2 In consideration of the Managing Agency's willingness to provide services under this Agreement, the other Parties agree to defend, indemnify and hold harmless the Managing Agency and its officers, directors and employees from and against any lawsuits, claims, actions, loss, liability or expense arising out of or in connection with the acts or omissions in the performance of the Managing Agency's services and duties under this Agreement, except to the extent such lawsuits, claims, actions, loss, liability or expense arises from Managing Agency's gross negligence, bad faith, or willful misconduct. This defense and indemnity shall be the joint obligation of all the Parties and all costs incurred by them to perform the obligations of this Section 12.2 shall be shared equally by all the Parties, including the Party serving as the Managing Agency. The provisions of this Section 12.2 shall survive any withdrawal from, or any expiration or termination of, this Agreement for the duration of any applicable statute of limitations.

ARTICLE 13. GENERAL PROVISIONS

- 13.1 Rights and Obligations Reserved. This Agreement reserves to each Party and shall not be construed in derogation of any rights, powers, privileges, authority, liabilities, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to the design, development, acquisition, installation, operation, maintenance, repair or replacement of a radio communication system or any part or component thereof or property right therein. Each party shall retain responsibility and authority for operation of its System.

- 13.2 Amendments; New Members. Any Party may request changes to this Agreement. The Parties also recognize that the Strategic Plan or other circumstances may require consideration of amendments that could add powers, responsibilities and duties to the RERC. Notwithstanding Sections 5.4 and 5.5, amendment to this Agreement, including but not limited to a change in the Members, whether by assignment or an addition, must be proposed in writing and approved by a vote of the majority of each Party's Representatives and a vote of the governing body of each Party. A new Member must be a county providing public safety communications. The terms and conditions for adding a new Member (including but not limited to payment for past RERC-related investments or costs) shall be as mutually agreed by the Parties and the proposed new member by written agreement.
- 13.3 Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.
- 13.4 Public Records.
- 13.4.1 All records related to the RERC will be available for inspection and copying under the provisions of the Washington Public Records Act, Chapter 42.56 RCW, subject to any exemptions or limitations on disclosure.
- 13.4.2 If a Party or one of its Representatives receives a request for a RERC-related record, the Party shall provide a copy of the request to the other Parties. The Parties, in good faith, shall promptly undertake the following actions: (a) search for and collect responsive records in the possession of a Party or its Representatives; (b) identify possible disclosure exemptions; and (c) seek agreement among all Parties on how to respond. Absent agreement on other arrangements, the Party receiving the request shall remain responsible for responding to the requester.
- 13.4.3 In the event a request for records is addressed to the RERC but specifies records of a single Party, such Party shall assume responsibility for coordinating the actions described in Section 13.4.2. In the event a request for records is addressed to the RERC but does not specify records of a single Party, the Managing Agency shall assume responsibility for coordinating the actions described in Section 13.4.2.
- 13.5 Confidential Information. If a Party considers any portion of a record it provides under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record

marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requestor unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- 13.6 Agreement Complete. This Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- 13.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement.
- 13.8 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excluded unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- 13.9 Subsequent Breach. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.
- 13.10 Rights Reserved. Except as specifically provided herein, each Party retains all rights and claims that may exist now or in the future against another Party.
- 13.11 Notice. Any notice to the RERC shall be in writing and shall be addressed to the Chair and to the Managing Agency. Any notice to a Party shall be to each Representative of that Party. Any notice may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement. The following contact information shall apply until amended in writing by a Party providing new contact information to each other Party.

King County:

Name: Bill Kehoe, Chief Information Officer

Address: King County IT
CNK-ES-0600
401 Fifth Avenue
Seattle, WA 98104

Email: Bill.Kehoe@KingCounty.gov

Telephone: 206-263-7887

Pierce County:

Name: Kevin Phelps, Deputy County Executive

Address: 930 Tacoma Avenue South, Suite 737
Tacoma, WA 98402

Email: kphelps@co.pierce.wa.us

Telephone: 253-798-7477

Snohomish County:

Name: Peter B. Camp, Executive Director

Address: 3000 Rockefeller, M/S 407
Everett, WA 98201

Email: Peter.Camp@snoco.org

Telephone: 425-388-3123

- 13.12 Partial Invalidity. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated section is essential to the benefit of the bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.
- 13.13 Assignment. No Party may sell or assign any of its rights or benefits under this Agreement without RERC approval and the approval of the governing bodies of each Party. Notwithstanding Sections 5.4 and 5.5, RERC approval of a sale or an assignment shall require an approving vote of a majority of each Party's RERC Representatives.
- 13.14 Delegation. A Party may, in its discretion, delegate its rights and responsibilities under this Agreement. Such a delegation may include, but is not limited to, Pierce County's delegating to South Sound 911 and Snohomish County's delegating to Snohomish County Emergency Radio System, a Washington non-profit corporation, or their respective successors.
- 13.15 Confidential Attorney Communications. The Parties expect they will share common interests on matters related to this Agreement. Absent a conflict of interest between any of the Parties on a specific matter, the Parties agree that communications related to their common interests, whether to, from or between lawyers representing one or more of the Parties, may be shared on a confidential and privileged basis among each Party's Representatives, lawyers, and employees to the same extent as communications with the Party's own lawyer. Failure to mark such a communication as "confidential" shall not constitute a

waiver of any confidentiality doctrines and privileges. Each Party and any of its Representatives, lawyers, and employees that are privy to communications to and from any lawyer employed or retained by one or more Parties that are related to this Agreement shall treat such communications as confidential and privileged unless the privilege is waived by each of the Parties or disclosure is required by law. This obligation to maintain such communications as confidential and privileged shall survive: (a) any termination of this Agreement; (b) any withdrawal from this Agreement by a Party; (c) any involuntary removal of an Party under this Agreement; and (d) any withdrawal or termination of such lawyer, including but not limited to withdrawals or terminations due to conflicts of interest.

ARTICLE 14. EXECUTION

This Agreement may be executed in multiple counterparts. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

KING COUNTY

SNOHOMISH COUNTY

By: _____
County Executive

By: _____
County Executive

DATED: _____, 2013

DATED: _____, 2013

Approved as to form:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

PIERCE COUNTY

By: _____
County Executive

DATED: _____, 2013

Approved as to form:

By: _____
Deputy Prosecuting Attorney