PENINSULA COMMUNICATIONS (PENCOM)
DISPATCH AND COMPUTER RECORDS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Port Angeles, (hereinafter referred to as "the City"), and Clallam County, City of Sequim, Clallam County Rural Fire Protection Districts 2, 3 4 and 5, Lower Elwha Klallam Tribe, Quileute Tribe, and National Park Service (hereinafter referred to collectively as "Members" and individually as "Member").

WITNESSETH THAT:

1. WHEREAS, both the City and Members agree that 24 hour access to emergency communications service is essential for protecting life and property of the public they serve; and

2. WHEREAS, the participating jurisdictions have previously entered into interlocal agreements with the City for police, fire and emergency medical dispatching, related computer services, and management of the Clallam County Enhanced 9-1-1 system provided by Peninsula Communications (hereinafter referred to as "PenCom"), a division of the City of Port Angeles Police Department; and

3. WHEREAS, it is the goal of PenCom to serve Members by providing these services on an equitable cost sharing basis for each Member contracting for said services; and

4. WHEREAS, Chapter 39.34 RCW permits the City and Members to make official use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage; and

5. WHEREAS, the Federal Grant and Cooperative Agreement Act, 31 U.S.C. 6305 (1982) states that an executive agency of the United States government shall use cooperative agreement as the legal instrument reflecting the relationship between the United States and a state, local government, or other recipient when the principal purpose of the relationship is to transfer a thing of value to the state, local government, or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States, and where substantial involvement is expected between the executive agency and the state, local government, or other recipient when carrying out the activity contemplated in the agreement.

NOW, THEREFORE, in consideration of the foregoing as a basis for cooperative agreements and assistance between the parties hereto in their mutually compatible objectives, the parties agree as follows:

I. PURPOSE.

It is the purpose of this Agreement to provide a mechanism whereby Members may obtain their law enforcement, fire and emergency medical service dispatching, and

certain computer records services by contracting said services from PenCom and to set forth the powers, rights and responsibilities of the parties to this agreement.

II. ADVISORY BOARD.

A. Voting.

The City and Members hereto agree that the PenCom Advisory Board (hereinafter referred to as the "Board") shall be the operations and policy recommending body for PenCom. The Board shall be composed of a representative from the City and each Member. The City and all Members shall each have one vote. Decisions reached by the Board shall be reached by a simple majority vote. A quorum for the transaction of business will be established when at least 51% of the Members are present.

B. The Board may establish by-laws consistent with this Agreement.

C. The Board shall have the authority to:

1. Make recommendations for the operation of PenCom in accordance with industry standards.

2. Recommend approval of the joining herein of any other agency eligible to participate.

3. Recommend additional services provided to each Member.

4. Review the financial contributions of the parties hereto and recommend adjustments to if the Board finds that any of the Members is bearing an inequitable share of PenCom's costs.

5. Establish committees for specific purposes at the pleasure of and with oversight provided by the Board. These sub-groups of the Board will be strictly advisory in nature.

a) These committees may develop priorities, policies, procedures and standards for recommendation to the Communications Manager and may review requests for additional PenCom services and determine if such services should be provided. If such requests are approved by a simple majority of the committee, the Board shall be provided with the recommendation for approval.

b) The specific purpose and membership of the committees will be determined by the Board.

III. PERSONNEL.

A. The City shall employ and assign a Communications Manager who shall manage the day-to-day operations of PenCom. The Communications Manager shall be responsible to the City of Port Angeles Chief of Police for staffing and direction of all personnel employed by PenCom, for budget preparation and management and for the efficient operation of PenCom including the development of operating policies and procedures, scheduling, and supervision. The Communications Manager will act as a liaison with Members and will maintain records and statistics of the operation of PenCom for administrative and financial purposes. The Communications Manager shall, upon the request of any Member, furnish a monthly report of PenCom's activities and of each Member's utilization of PenCom.

The Communications Manager is designated the County Enhanced 9-1-1 Coordinator by Clallam County resolution and has the responsibility for the operation and upgrade of the system. The Communications Manager will cooperate and coordinate with Clallam County and the Washington State E9-1-1 Program Office to manage the Enhanced 9-1-1 system and budget.

The Communications Manager shall act as Chair of the Advisory Board.

B. Other personnel of PenCom shall include dispatchers, supervisors and a warrant entry clerk.

C. All personnel of PenCom, including the Communications Manager, shall be employees of the Port Angeles Police Department. They shall be subject to all rules and regulations pertaining to Port Angeles Police Department employees, except as modified by collective bargaining agreements with the City. The City shall be responsible for collective bargaining and final contract ratification. Nothing in this Agreement shall be construed so as to render any employee of PenCom or the Advisory Board to be an employee of any of the other agencies listed as signators thereto.

IV. CITY MANAGER AND CITY COUNCIL.

A. Consistent with the terms of this Agreement, the Port Angeles City Manager shall have general supervision over the administration of PenCom and all other duties and powers of the City's chief executive officer as set forth in RCW 35A.13.080.

B. Consistent with the terms of this Agreement, the Port Angeles City Council shall be the legislative body having ultimate authority over PenCom with those powers set forth in RCW 35A.11.020.

V. JOINING OF OTHER MEMBERS

Other governmental bodies or emergency service providers within Clallam County may be added to this Agreement in accordance with the following:

A. Each such agency must agree, in accordance with the applicable laws of the State of Washington, to be bound in all respects, including bearing a proportional share of the capital and annual costs to operate PenCom.

B. The City shall charge each agency a fee for services according to Exhibit A of this Agreement.

C. The City may, upon recommendation by the Board, charge each new agency for costs incurred for enhancements to equipment, software or hardware, or expansion of buildings or other expenses necessary to provide services for the new Member.

D. Upon approval of the joining of a new agency hereto, the Communications Manager shall recompute the financial contributions of the various Members of PenCom and shall inform them of their adjusted contribution for the current calendar year.

VI. DURATION, TERMINATION AND REMEDIES.

This Agreement shall be in effect the 1st day of January, 2004 and shall be perpetual and continue year-to-year; provided, however, 1) any participating Member may terminate PenCom services upon providing written notice to the City not later than June 30 of any year for withdrawal effective January 1 of the following calendar year; and 2) PenCom may be dissolved upon mutual agreement of all participating Members.

If a participating Member withdraws from this Agreement but fails to provide necessary notice to the City, the parties agree that the liquidated damages for such action shall be not less than the withdrawing Member's share of PenCom's annual operating costs for the next fiscal year as determined by the funding formula for the withdrawing member.

VII. FINANCES.

A. All expenses incurred by PenCom shall be paid by the City and shared equitably by the City and all other Members in accordance with this Agreement.

B. It shall be the responsibility of the Communications Manager to prepare an annual budget to include all necessary and required expenditures and anticipated revenues. The budget shall be reviewed by the Board, and, with its recommendation, submitted to the Port Angeles City Council for approval. Upon request of any Member, the Communications Manager shall appear before that Member's legislative body regarding the annual budget or financial contributions.

C. The funding structure of this Agreement may be subject to review by the PenCom Advisory Board if a review is requested by at least one participating Member.

D. The parties to this Agreement may, on behalf of PenCom, accept gifts and donations in recognition of services rendered, or to enhance, supplement, augment, facilitate or initiate services performed by PenCom, including, but not limited to, applying for and receiving grants of money or equipment from other governments. Such gifts and grants shall not replace any Member's financial contribution as required by this Agreement and shall be the sole property of PenCom. Grant applications shall be prepared under supervision of the Communications Manager.

E. Funding for PenCom will be provided through local and state-imposed 911 taxes, emergency communications sales and use tax revenues, grants, City and Member service fees, with the balance of the required revenue being derived from the Members and City through a funding formula. The funding formula shall establish a fair and equitable contribution for each Member. The funding formula is contained in Exhibit A and incorporated herein by this reference.

F. The funding formula in Exhibit A may be amended to assure a fair and equitable funding of the services as follows:

> The Advisory Board may recommend the amended funding formula to the City following a unanimous vote by the Board during a meeting held prior to July 1st and in accordance with Paragraph II.A. Prior to taking action on the proposed amendment, all Members shall be provided with copies of the proposal and be given an opportunity to submit written comments for consideration by the entire Board. If all Members do not agree to an amended funding formula which is fair and equitable, the formula shall be subject to the dispute resolution process set forth in Section XIII.

G. Members shall on a quarterly basis make their financial payments for the cost of operation of PenCom. Each Member will be billed quarterly in equal amounts for its share of the annual operating expenses of PenCom based on the funding formula in Exhibit A. Annual contributions will be adjusted in the first quarter of each subsequent year to reconcile any overpayment or underpayment by any individual user agency for the previous year

H. In the event a budget shortfall occurs due to an emergency or other unforeseen or extraordinary expenditure, and upon recommendation of the Board, the City may assess each user an additional amount, based on the above computation of financial contributions, subject to the approval of all of the Member's legislative bodies.

VII. FACILITY.

A. The City shall provide the facility and space for the PenCom. If located in existing City buildings, the City shall not charge Members for the use of the space.

IX. EQUIPMENT.

A. Reliable communications equipment is essential to successful emergency dispatch and public safety communications. Each Member and the City will be responsible for purchasing, installing, maintaining and repairing its own communications equipment and shall retain all rights to such equipment. New equipment purchased by Members shall be compatible with the overall communications scheme established by the Olympic Public Safety Communications Alliance Network (hereinafter referred to as OPS-CAN), an alliance formed for the purpose of managing the region's radio systems. PenCom and Members may collectively or individually be represented on OPS-CAN's governance committee. Each Member, while retaining its ownership or licenses, agrees to permit use and operational control of the Member's frequencies by PenCom. Each Member shall be responsible for renewing the Member's radio licenses at the end of the license periods and to maintain base radio stations, repeaters and other radio support equipment outside PenCom's facility in a manner which is compatible with PenCom's equipment. Failure to adequately maintain such equipment shall subject the Member to expulsion from PenCom by a majority vote of the Members.

B. The cost of telephone lines, fiber optics, radio or microwave links or other methods of communication between PenCom and the various radio or computer equipment owned or operated by a Member's personnel, or for the purpose of controlling or using such facilities, shall be the sole responsibility of the Member.

C. Members will maintain an emergency power source for their communications equipment which shall be capable of at least 8 hours of sustained operation without commercial power. Such emergency power source shall be capable of sensing a commercial power failure and automatically starting and/or transfering said equipment to the emergency power source.

D. All assets purchased by PenCom shall be held in the name of the City for the benefit of PenCom. The City of Port Angeles shall be responsible for the maintenance of all such equipment in good repair, normal wear and tear excepted.

X. COMPUTER SERVICES.

A. The City shall provide for the development and utilization of computerized dispatch and records management systems to provide information to Members contracting for such services. Entry of information and retrieval of data to and from the system shall be the responsibility of the Member having such capability, except for that data captured during the dispatch process. Each Member shall be responsible for maintaining its own records, reports and security.

B. The City shall provide for the entry and maintenance of warrants and domestic violence records, including but not limited to timely and accurate database entry, recording of service, recall and other activity, and maintenance and auditing of paper files for local, state, and national systems.

C. Clallam County (hereinafter referred to as "County") shall provide normal hardware maintenance of the computer processing unit (CPU) and operating systems for as long as PenCom operates its computer aided dispatch and/or records management software on an IBM I-Series platform. Such maintenance shall include but not be limited to IPL's, file backup, device configuration maintenance, operating system upgrade installation, assistance with installation of application software, etc. Costs of labor associated with routine maintenance and operating systems may be charged to the Enhanced 911 fund at up to 30 hours per month. Costs of software, hardware, maintenance contracts, or cost of County personnel time beyond normal working hours shall be paid either as shared costs as specified in Exhibit A, from 9-1-1 funds, or as otherwise determined by the Board.

D. Accurate and timely information in law enforcement computer systems is vital to the mission of law enforcement. Each law enforcement Member agrees to comply with all applicable provisions of the ACCESS User Acknowledgement in Exhibit B.

XI. KEY OFFICIALS

The personnel specified in this Agreement are considered to be essential to ensure maximum coordination and communications between the parties and the work being performed hereunder. Any party, on notice to all other parties, may designate another person or a person to act in his/her place, in an emergency or otherwise. The key officials for the City and Members are designated in Exhibit C.

XII. INSURANCE AND LIABILITIES.

PenCom will maintain property insurance and liability coverage as an entity independent from the City, the cost of which will be an operating expense of PenCom.

Except for liability that is subject to immunity as provided by Ch. 38.52 RCW or the Federal Tort Claims Act, as amended (28 USC 1346, 2671-2680), each party agrees to defend, indemnify, and hold the other harmless from any claims directly resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee, official or agency of such party.

XIII. DISPUTES BETWEEN PARTIES.

Should a dispute arise between the City and any Member, the parties may resolve the same by submitting the dispute to non-binding mediation. The mediator shall be selected by mutual agreement of the parties, and the costs of mediation shall be shared equally between the parties.

Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree that the venue of any legal action shall be the Clallam County Superior Court. In the event any party files litigation to enforce this Agreement or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

XIV. MODIFICATIONS.

This Agreement may only be modified in the form of amendments in writing by mutual agreement by the City and all Members. Written requests for modification will be forwarded to the Board by written notice at least sixty (60) days prior to the proposed date of such modification. The Board will review and provide a recommendation to the City regarding the incorporation of the proposed amendment to this Agreement.

XV. PRIOR AGREEMENTS.

This Agreement, upon its effective date, supersedes the previous PenCom Dispatch and Computer Records Service Agreements.

XVI. SEVERABILITY.

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

XVII. EXHIBITS.

A. Exhibit A – Peninsula Communications Funding Formula
B. Exhibit B – ACCESS User Agreement
C. Exhibit C – Key Officials

SUBSCRIBED by the appropriate officers who are duly authorized to execute this Agreement on behalf of the governing bodies of the below-named governmental entities.

CITY OF PORT ANGELES:

Dated this 26th day of April, 2004

Mayor, City of Port Angeles

APPROVED AS TO FORM

City Clerk

City Attorney

CLALLAM COUNTY:

Dated this tenth day of February, 2004

Chair, Clallam County Board of Commissioners

APPROVED AS TO FORM

Clerk of the Board

Deputy Prosecutor

CITY OF SEQUIM:

Dated this 2nd day of March, 2004

Mayor, City of Sequim

APPROVED AS TO FORM

City Clerk

City Attorney

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 2:

Dated this 9th day of March, 2004

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 3:

Dated this 2/3/04 day of February, 2004

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 4:

Dated this 24th day of March, 2004

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 5:

Dated this 9 day of FEB., 2004

Donald P. Higgins
Commissioner

Herbert L Allen
Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

LOWER ELWHA KLALLAM TRIBE:

Dated this 26 day of April, 2004

Dennis R. Sullivan
Chairperson

APPROVED AS TO FORM

Chief Financial Officer

Tribal Attorney

QUILEUTE TRIBE:

Dated this 26TH day of FEBRUARY, 2004

Chairperson

APPROVED AS TO FORM

Chief Financial Officer

Tribal Attorney

NATIONAL PARK SERVICE:

Dated this 12 day of APRIL, 2004

Superintendent
Olympic National Park

Sandra Thomas
Contracting Officer
National Park Service

EXHIBIT A

PenCom Funding Formula

PenCom's overall budget is determined by the goals of the strategic plan and budget figures supplied by the City's Finance Department.

"Calls for Service" is defined as any incident resulting in one or more emergency services units being dispatched and/or a report or event number being generated. The communications manager may adjust agency totals where calls for service are assigned differently between agencies. It is the goal of PenCom to maintain a uniform call for service counting method among the Member agencies. Call for Service counts are obtained from the New World Systems software.

"Percentage of Use" is established by determining the total number of calls for service and their respective percentage of the total for each of the two major functions performed by PenCom; (1) law enforcement and (2) fire and emergency medical dispatch. The fire agencies' share of the budget is based on medical calls for service as provided by the New World Systems software multiplied by 1.5 and divided by the total calls for service for both fire and medical calls to determine the average weight of each fire call for service overall. The total fire calls for service is then multiplied by the average weight and divided by the overall total of police and fire calls for service to determine fire agencies' percentage of the budget. The overall police share of the budget is the budget funded by Members minus the fire agencies' share.

9-1-1 excise tax revenues and emergency communications sales and use tax revenues that are used for funding operational costs, anticipated grant funding, and Lower Elwha Tribal Police, Quileute Tribal Police and Olympic National Park service fees are subtracted from the total projected budget. Lower Elwha Tribal Police and Quileute Tribal Police service fees are solely based on the number of full time, sworn officers. Olympic National Park's fee is charged at the same rate as the lowest paying law enforcement Member. The balance of the budget is allocated to the major functions as follows:

FIRE:

Percentages of use for individual fire members are determined by taking the total calls for service for each fire member and dividing it by the total fire calls for all fire members. These figures are used to allocate each Member's share of the overall fire share of the budget.

LAW ENFORCEMENT:

The number of full time sworn officers for each Member is multiplied by $2,000 for a base amount. These numbers are then totaled and subtracted from the police share of the overall budget. That total is then divided further based on the percentage of calls for service for those agencies that use PenCom's full services, including the records management system. The base amount is added to the percentage amount for a grand total for each Member.

EXHIBIT B



ACCESS/WACIC/NCIC
USER ACKNOWLEDGMENT

I. Introduction

Since its inception, the National Crime Iinformation Center (NCIC) has operated under a shared management concept between the FBI and state users. The NCIC Advisory Policy Board established a goal of having a single state agency in each state assume responsibility as the NCIC Control Terminal Agency (CTA) for the state, through and by which NCIC users in that state would access NCIC. The CTA is responsible for the planning of necessary hardware, software, funding, and training all authorized agencies within the state for complete access to NCIC data services.

The Board approved the CTA concept in order to unify responsibility for system user discipline, and adherence to system procedures and policies within each state. The CTA also serves as a central point in its state for handling record validations, quality control matters, dissemination of manuals and other publications, security matters, user training, audits, and any other problems concerning system use that may arise.

The responsibilities of the Control Terminal Officer (CTO) are detailed in several documents related to the ACCESS/WACIC/NCIC system. This agreement outlines the varied responsibilities of a CTO as they pertain to the NCIC system.

FBI NCIC responsibilities under this shared management concept includes provision of:

- Operational, technical, and investigative assistance to NCIC users;
- Telecommunications lines to a state interface;
- Legal and Legislative review of matters pertaining to NCIC;

- Timely information on all NCIC aspects of system usage by means of theNCIC Operating Manual, Technical and Operational Updates, and related documents;
- Staff research assistance;
- Training and training materials to the control terminal agencies.

The following documents are incorporated by reference and made part of this user acknowledgment: WACIC Manual; ACCESS Manual; NCIC Computerized Criminal History (CCH) Program Background, Concept and Policy, as amended or superseded by implementation of the Interstate Identification Index (III) Program; code of Federal Regulations, Title 28, Part 20; NCIC Standards as recommended by the NCIC Advisory Policy board and approved by the FBI Director; applicable federal and state laws and regulations; ACCESS/WACIC rules, regulation, and policies as recommend by the Advisory Council on Criminal Justice Services.

II. DEFINITIONS

"Control Terminal Agency (CTA)"

In Washington, the CTA is the Washington State Patrol

"NCIC Control Terminal Officer (CTO)"

The NCIC CTO is the Commander of the Washington State Patrol's Criminal Records Division.

The CTO and his agency will be responsible for monitoring system use, enforcing system discipline, and assuring ACCESS, WACIC, and NCIC operating procedures are followed by all users of the respective telecommunications lines, as well as other related duties as outlined by this document.

"Terminal Agency Coordinator (TAC)"

A TAC shall be appointed at each terminal location and be Level II certified. The TAC shall be responsible for ensuring his/her agency is in compliance with state and NCIC policies and regulations, including validation requirements.

"Timeliness"

WACIC/NCIC records must be entered promptly to ensure maximum system effectiveness.

A timely entry in the Wanted Person File is made immediately once:

1. The decision to arrest or authorize arrest has been made; and

2. The terms of extradition have been established.

The date of want or warrant must be the date on which all those decisions were made.

A timely removal from the file means an immediate clearing of the record once the originating agency has documentation the fugitive has been arrested or is no longer wanted.

Timely system inquiry means initiation of the transaction before an officer releases a subject or begins writing an arrest or citation document of any kind; inquiry prior to the release of a person who has been incarcerated; or inquiry upon those who appear at a custodial facility to visit inmates.

Timeliness of entry/modification in the Missing Person File is generally the same as in the Wanted Person File.

Timely entry/modification of vehicle, license plate, and vehicle part data matches the wanted person standard, less the extradition considerations. Entry should be made as soon as a cross-check of the Department of Licensing's Registration File has been completed.

Timely entry of gun, article, and securities information means within a few hours of the time complete information is available.

"Validation"

Validation (vehicles, plates, fugitives, missing person entries) obliges the ORI to confirm the record is complete, accurate, and still outstanding or active. Validation procedures are defined in Section IV-C of this agreement.

"Completeness"

Complete records of any kind include all information available on the person or property at the time of entry. The validation process should included a review of whether additional information has become available (missing from original entry) that could be added.

Complete inquiries on persons include numbers that could be indexed in the record (i.e., Social Security, passport, VIN, license plates, driver's license, etc.). Inquiries should be made on all names/aliases used by the suspect. Complete vehicle inquiries include VIN and license plate numbers.

"Accuracy"

The accuracy of WACIC/NCIC data must be double-checked by a second party. The verification should include assuring the data in the WACIC/NCIC record matches the data in the investigative report and that other checks (VIN/lincence numbers) were made. Agencies lacking support staff for this cross-checking should require the case officer to check the record, as he/she carries primary responsibility for seeking the fugitive or the stolen property.

III. OPERATIONAL RESPONSIBILITIES

To ensure the proper operation of WACIC/NCIC, the standards, procedures, formats, and criteria, as contained in ACCESS/WACIC operating manuals, will be followed. A specific operational situation is:

Hit Confirmation Policy

The agency that obtains a hit has the ability to designate to the entering agency one of two priorities for confirmation.

PRIORITY 1: URGENT

Confirm the hit within 10 minutes. In those instances where the hit is the only basis for detaining a suspect or the nature of a case requires urgent confirmation of a hit, the highest level of priority should be specified.

Each agency must, within 10 minutes, furnish to an agency requesting a record confirmation, a response indicating a positive or negative confirmation or a

notice of a specific amount of time necessary to provide a response to the request for record confirmation.

PRIORITY 2: ROUTINE

Confirm the hit within one hour. Generally, this priority will be used when the person is being held on local charges, property has been located under circumstances where immediate action is not necessary, or an urgent confirmation is not required.

Each agency must within one hour, furnish to an agency requesting a record confirmation, a response indicating a positive or negative confirmation or a notice of a specific amount of time necessary to provide a response to the request for record confirmation.

An agency requesting confirmation which fails to receive a response to the first request shall generate a second request with a copy to the CTO. The CTO will institute appropriate action to ensure proper response to a hit confirmation request and to comply to system standards. This appropriate action may include canceling the record by the CTA.

IV. QUALITY ASSURANCE RESPONSIBILITIES

A. Introduction

Criminal justice agencies have a specific duty to maintain records that are accurate, complete, and up-to-date. The CTA will ensure there are standards for security, audits, and personnel training; which would allow the dissemination of accurate and up-to-date records.

B. Record Quality

Errors discovered in WACIC/NCIC records are classified as serious errors, form errors, or an error trend.

(1) Serious errors: WACIC/NCIC will advise the ORI via teletype message of an apparently erroneous record and request it be verified, changed, or canceled within 24 hours. The record will be canceled if neither a response is received nor corrective action has been taken during the allotted time.

(2) Form errors or error trends: the CTA will notify the ORI by letter of the corrective action to be taken. No further notification or action will be taken by the CTA.

C. Record Validation

WACIC/NCIC periodically prepares listings of records on file for validation purposes. Validation listings are prepared pursuant to a schedule, as published in the WACIC Operating Manual. These listings are mailed to the originating agency.

Validation obliges the ORI to confirm the record is complete, accurate, and still outstanding or active. Validation is accomplished by reviewing the original entry and current supporting documents, and by recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry files, or other appropriate source or individual. In the event the ORI is unsuccessful in its attempts to contact the victim, complainant, etc., the entering authority must make a determination based on the best information and knowledge available whether or not to retain the original entry in the file. Validation procedures must be formalized and copies of these procedures must be on file for review during an NCIC/ACCESS audit.

Each agency will receive a letter explaining what records are contained in the validation and general procedures for validating the records. A "REPLY REQUIRED" letter is included for the agency to certify the records have been validated.

Validation certification means: (1) the records contained on the validation listing have been reviewed by the originating agencies; (2) the records which are no longer current have been removed from WACIC/NCIC and all records remaining in the system are valid and active; (3) all records contain all available information; and (4) the information contained in each of the records is current and accurate, including appropriate extradition information.

If the CTA has not received a certification response from an agency within the specified period of time, the CTA will purge from WACIC/NCIC all records which are the subject of that agency's validation listings. (NOTE: If a CTA fails to certify any validation listing to the NCIC within the

specified time, all invalidated records from that state will be purged by the NCIC.)

V. SECURITY RESPONSIBILITIES

A. General

Security guidelines, relating to WASIS and NCIC III criminal history record information, are set forth in the NCIC Computerized Criminal History Program Background's Concept and Policy as superseded by the III program, in Title 28; Code of Federal Regulation, Part 20, Subparts A and C; and by state statute in RCW 10.97 and Washington's Administrative Code, chapter 446-20.

All agencies participating in the ACCESS system must comply with and enforce system security.

B. Originating Agency Identifier (ORI)

The assignment of an ORI to an agency is not a guarantee of access to the systems. The ultimate decision regarding who may access WACIC/NCIC lies with the CTA.

The CTO will coordinate the assignment of new ORI numbers, the change in ORI location or address, any other changes, cancellations, or retirements of ORIs accessing WACIC/NCIC. The agency shall notify the CTO of any such changes.

Application for assignment of new ORIs shall be made directly to the CTO. Such application shall contain documentation of the agency's statutory authority as a criminal justice agency and a statement that indicates the agency allocates more than 50 percent of its annual budget to the administration of criminal justice. Noncriminal justice agencies will be denied an ORI, unless under management control of a criminal justice agency, a copy of the management control agreement must be submitted to the CTO.

VI. COMPUTERIZED CRIMINAL HISTORY RECORD INFORMATION RESPONSIBILITIES

A. Each agency shall conform with system policies, as established by the ACCESS/WACIC manuals, before access to criminal history record information is permitted. This will allow for control over the data and give assurance of system security.

B. The CTA is responsible for the security throughout the system it services, including all places where terminal devices are located. Upon determination that a terminal is in non-conformance with system management or security policy, the CTA has the authority to impose sanctions, including termination of service.

C. The rules and procedures governing direct terminal access to criminal history record information shall apply equally to all participants in the system.

D. All criminal justice agencies having direct access to computerized CHRI data from the system shall permit an NCIC or WACIC audit team to conduct appropriate inquiries with regard to any allegations of security violations. Agencies must cooperate with these audits and respond promptly.

E. All computers and manual terminals interfaced directly with the ACCESS/WACIC/NCIC systems for the exchange of criminal history record information must be under the management control of a criminal justice agency, as defined by the NCIC CCH background and policy document.

F. Each agency shall have in place a system for logging all inquiries of the III, which log shall include the name of the individual within the criminal justice agency to whom the response is given. These logs shall be maintained for at least 12 months from the date of inquiry and must be available to assist in the State or National audit program.

G. Each agency receiving an III response shall record any secondary dissemination. These logs shall be maintained for at least 12 months from the date of inquiry.

ACCESS/WACIC/NCIC USER ACKNOWLEDGEMENT

Agencies must institute a program of systematic self-audits as a means of guaranteeing the completeness and accuracy of the information in the system. These self-audits should be on a continual basis to ensure both quality assurance and compliance with standards.

Compliance audits will cover the following areas of the III, WACIC/NCIC stolen property, and person records:

Accuracy

All WACIC/NCIC entries shall contain no erroneous data.

Completeness

All information contained in a WACIC/NCIC entry or in a criminal history record shall contain the most pertinent information available.

Timeliness

All entries, modifications, updates, and removals of information shall be completed, processed, and transmitted as soon as possible, in accordance with established standards.

Locates

All wanted/missing persons, and property records, which are apprehended or recovered, shall be promptly placed in "located" status, except those located outside of the stated area of extradition or return.

Security

It is the responsibility of an agency to protect its information against unauthorized access, ensuring confidentiality of the information in accordance with laws, policies, regulations, and established standards.

Dissemination

All information released shall be in accordance with applicable laws and regulations, and a record of dissemination of criminal history records shall be maintained for one year and made available for NCIC/WACIC audit review.

VII. ADMINISTRATIVE RESPONSIBILITIES

A. The agency shall respond to requests for information by the FBI NCIC or WACIC in the form of questionnaires, surveys, or similar methods, to the maximum extent possible, consistent with any fiscal, time, or personnel constraints of that agency.

B. The CTO shall offer system training to agencies accessing WACIC/NCIC through the state computer. Agencies shall assign appropriate employees to attend classes When offered. If employees are using inquiry only functions, they must attend Level I certification training. Employees entering information into the NCIC/WACIC system and Terminal Agency Coordinators (TAC) must attend Level II certification training. All certifications must be renewed biennially.

C. The CTO will distribute, within the state criminal justice community, the ACCESS/WACIC manuals, NCIC Code Manuals, and as requested, miscellaneous publications in order to enhance effective use of the WACIC/NCIC system. The agency shall incorporate such changes upon receipt.

ACCESS/WACIC/NCIC USER ACKNOWLEDGEMENT

ACKNOWLEDGMENT

As an agency head/director serving in the ACCESS/WACIC/NCIC system, I hereby acknowledge the duties and responsibilities as set out in this document, as well as those documents incorporated by reference. I acknowledge that these duties and responsibilities have been developed to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the WACIC/NCIC system. I also acknowledge that a failure to comply with these duties and responsibilities will subject my agency to various sanctions. These sanctions may include the termination of ACCESS/WACIC/NCIC services to my agency.

STEPHEN A. ILIC — 8-5-97

Agency Head (Please Print) — Date

Agency Head signature

PORT ANGELES POLICE DEPT

Agency Name

EXHIBIT C

Key Officials

NAOMI RIGGINS
Communications Manager
Port Angeles Police Department
321 East 5th Street
Port Angeles, WA 98362
360-417-4911
360-417-4556 fax
E-Mail: nriggins@cityofpa.us

CHIEF JON C. BUGHER
CCRFP District #2
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360-452-7725
360-452-9235 Fax
E-Mail: ccfd2@olypen.com

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CCRFP District #3
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E-Mail: svogel@clallamfire3.org

CHIEF DAVE CHASTAIN
CCRFP District #4
P. O. Box 106
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360-928-3132

GLEN McDANIEL
CCRFP District #5
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CHIEF DAN McKEEN
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CHIEF JENNIFER ROTH
La Push Police Department
P. O. Box 248
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CHIEF KEN BURGE
Sequim Police Department
609 West Washington, Suite 16
Sequim, WA 98382-3291
360-683-7227
360-683-4556 fax
E-Mail: kburge@co.clallam.wa.us

SHERIFF JOE MARTIN
Clallam County Sheriff's Office
223 East 4th Street, Suite 12
Port Angeles, WA 98362
360-417-2464
E-Mail: jmartin@co.clallam.wa.us

CHIEF MIKE LASNIER
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Port Angeles, WA 98363
360-452-8471, ext. 117
E-Mail: lasnier@elwha.nsn.us

SANDRA THOMAS
Contracting Officer
Olympic National Park Headquarters
600 East Park
Port Angeles, WA 98362
360-452-4501

CHIEF TOM RIEPE
Port Angeles Police Department
321 East 5th Street
Port Angeles, WA 98362
360-417-4901
360-417-4556 fax
E-mail: triepe@cityofpa.gov

2e
11/21/06

PENINSULA COMMUNICATIONS (PENCOM)

DISPATCH AND COMPUTER RECORDS SERVICE AGREEMENT

AMENDMENT 1

THIS AMENDMENT is made and entered into by and between the City of Port Angeles, (hereinafter referred to as "the City"), and Clallam County, City of Sequim, Clallam County Rural Fire Protection Districts 2, 3 4 and 5, Lower Elwha Klallam Tribe, Quileute Tribe, and National Park Service (hereinafter referred to collectively as "Members" and individually as "Member").

In consideration of the benefits to be derived and the performances to be given, the parties agree as follows:

1. The members previously entered into an Interlocal agreement titled the "Peninsula Communications (Pencom) Dispatch And Computer Records Service Agreement" (the Agreement). The Agreement in incorporated herein by this reference, and as amended herein, the Agreement is confirmed and ratified.

2. This amendment amends Section X COMPUTER SERVICES of the Agreement.

3. Section X COMPUTER SERVICES is amended by adding a new subsection, Subsection E, which shall read as follows:

   E. A Public Safety Network (hereinafter referred to as "PSN") is a cooperative network designed to ensure interconnectivity of public safety communication resources and is intended to provide a secure, reliable, and efficient environment for the purpose of providing public safety technology services for all members. The Members hereby agree to design, develop, install, operat, maintain, repair, and replace as necessary the PSN. The PSN will provide connectivity between member users and software applications provided under this agreement, while maintaining secure access to services provided by each agency.

   1. PUBLIC SAFETY NETWORK COMMITTEE.

   a. A Public Safety Network Committee (hereinafter referred to as the "Committee") hereby is established to recommend operating procedures and policies for the Public Safety Network.

   b. Voting
   The Committee shall be comprised of an Information Technology (IT) representative from each Member and an IT representative of the PenCom dispatch center. All Committee members shall have one vote. Decisions by the Committee shall be reached by a simple majority vote. A quorum for the

transaction of business will be established when at least 51% of the Committee representatives are present.

c. COMMITTEE MEMBERS. The committee members specified in this Amendment are considered to be essential to ensure coordination and communications between the parties and the work being performed hereunder. Any party, after written notice to all other parties, may designate another person to act in his/her place, in an emergency. A person acting under this emergency provision shall be allowed to do so for a maximum of 90 days. After 90 days, the Member agency shall appoint a new PSN committee member to replace the original committee member. All committee members shall have the skill and knowledge to intelligently address the issues and duties of the committee. Committee members will be designated in Attachment C.

d. The Committee shall have the duties to:

1. Make written recommendations for the operation of the Public Safety Network (PSN) in accordance with accepted industry standards.

2. Keep records of all meetings and publish the minutes of each meeting to each committee member within 10 days of each meeting. Meetings shall be conducted in accordance with Robert's Rules of Order. At the first official meeting of the PSN, the members shall appoint a chairman for a term of 2 years. The official duties of the chairman will be to schedule meetings, set each meeting agenda, notify members of meetings, conduct all official correspondence for the PSN committee, assure representation before the PENCOM Advisory Board, and other duties as assigned by the committee to conduct committee business.

3. Recommend additional services that may be provided to Members if such services cannot be provided by individual members. Such added services shall not be in conflict with or a duplication of existing services. Technology is to be evaluated for its efficiency, cost effectiveness and compatibility with member agency policies and practices.

4. Provide budget information for inclusion in the PenCom annual budget process and to affected agencies.

5. Define PSN resources owned by PenCom and those available as dedicated PSN resources provided by Members.

6. Recommend policies for any change to or upgrade to the network, a PenCom owned PSN resource, or a dedicated PSN resource provided by Members.

7. Recommend PSN system update and upgrade priorities.

1. PUBLIC SAFETY NETWORK POLICIES.

Prior to July 1, ~~2006~~ 2007, the Committee shall, at a minimum, determine the following policy decisions for the operation of the Public Safety Network and recommend such policies to the PenCom Advisory Board for adoption. PSN policies shall meet or exceed and not conflict with existing member agencies' policies. These PSN policies will be developed in cooperation with member agencies. If adopted by the PenCom Advisory Board, these policies shall be included in Public Safety Network Policies:

a. Overall System Design and Implementation: Describes the basic design, system/network additions, and application methodology;

b. Network Administration: Describes a group of network management functions that (a) provide support services, (b) ensure that the network is used efficiently, and (c) ensure prescribed quality of service objectives are met;

c. Technical Requirements: Addresses topics such as the number of people who will use the system and where they are located, the numbers and types of transactions that will need to be processed, and the types of technology components that need to interact;

d. Security Requirements: Describes types and levels of protection necessary for equipment, data, information, applications, and facilities;

e. Member Responsibilities: Describes the member agency investment, asset ownership model, cost recovery, end-user requirements, and personnel commitment; and

f. Disaster Planning and Recover: Describes disaster planning, response, mitigation and recovery from natural or man-made catastrophic events.

3. ATTACHMENTS.
   1. Attachment A – Diagram of Public Safety Network.
   2. Attachment B – PSN Cost Estimate.
   3. Attachment C – Committee Members.

SUBSCRIBED by the appropriate officers who are duly authorized to execute this Amendment 1 on behalf of the governing bodies of the below-named governmental entities.

CITY OF PORT ANGELES:

Dated this 19th day of December, 2006

Mayor, City of Port Angeles

City Clerk

APPROVED AS TO FORM

City Attorney

CLALLAM COUNTY:

Dated this 21st day of November, 2006

Chair, Clallam County Board of Commissioners

Clerk of the Board

APPROVED AS TO FORM

Deputy Prosecutor

CITY OF SEQUIM:

Dated this 23rd day of August, 2006

Mayor, City of Sequim

City Clerk

APPROVED AS TO FORM

City Attorney

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 2:

Dated this 5th day of September, 2006

Richard E. Hurd
Commissioner

David K. Doherty
Commissioner

Tom Mark
Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 3:

Dated this 25th day of September, 2006

Wesley A. Short
Commissioner

Richard Hoult
Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 4:

Dated this 27th day of September, 2006

George Oldfield
Commissioner

Donna Kay Buck
Commissioner

Marcus B Pacheco
Commissioner

Mary E. Bowen
Commissioner

Harold Baar
Commissioner

APPROVED AS TO FORM

Attorney for the District

CLALLAM COUNTY RURAL FIRE PROTECTION DISTRICT 5:

Dated this 18 day of Sept, 2006

Commissioner

Commissioner

Commissioner

APPROVED AS TO FORM

Attorney for the District

LOWER ELWHA KLALLAM TRIBE:

Dated this 7th day of December, 2006

Chairperson

Chief Financial Officer

APPROVED AS TO FORM

Tribal Attorney

QUILEUTE TRIBE:

Dated this 8TH day of DECEMBER, 2006

Chairperson

Chief Financial Officer

APPROVED AS TO FORM

Tribal Attorney

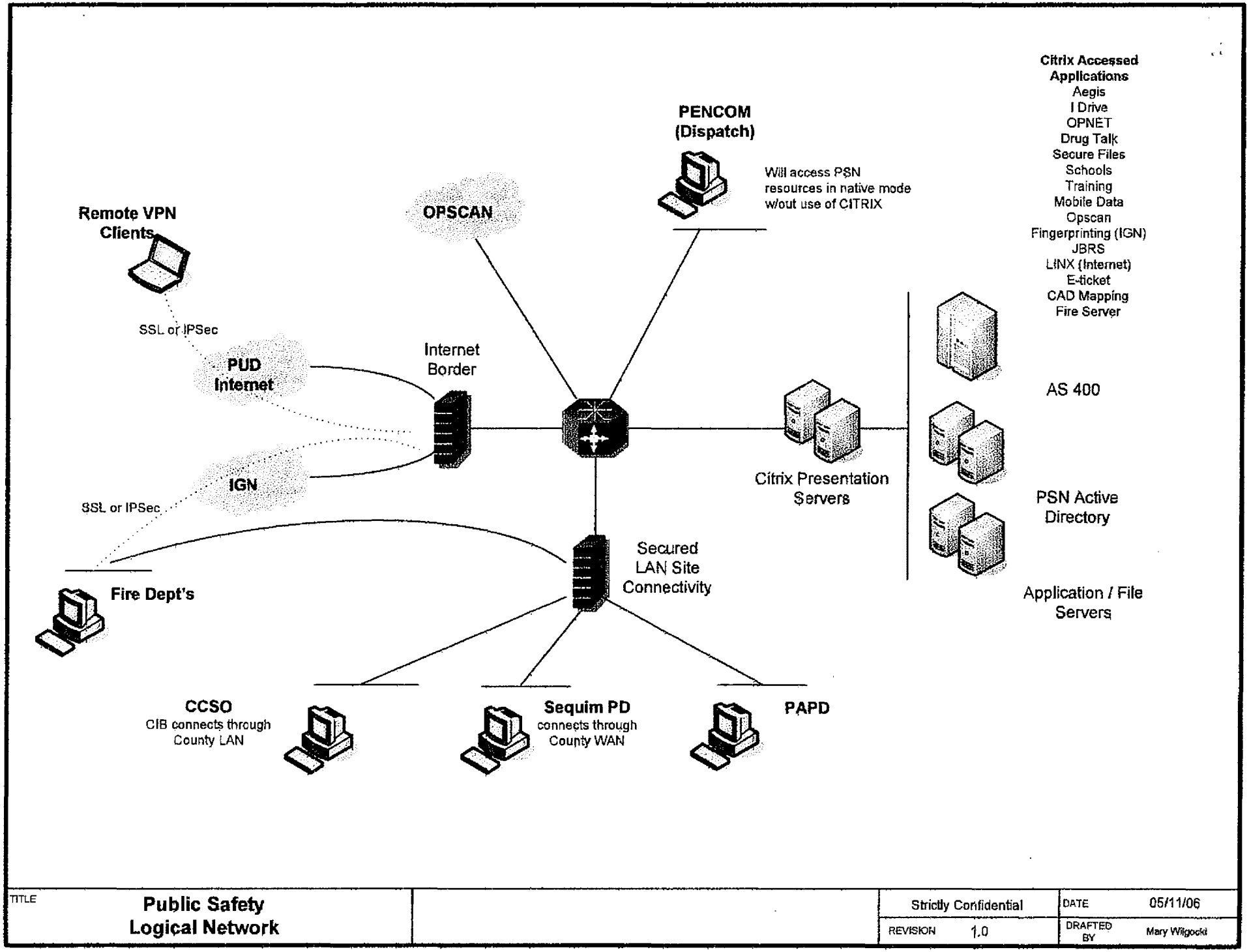
NATIONAL PARK SERVICE:

Dated this 4TH day of DECEMBER, 2006

Superintendent
National Park Service

Olympic National Park
Contracting Officer

ATTACHMENT A



PENCOM AGREEMENT
AMENDMENT 1
Attachment B – Public Safety Network Costs

Capital Costs for Build Out of Network – to be completed by December 31, 2006:

• Right! Systems Proof of Concept	$ 8,280
• CITRIX solution software & hardware	30,500
• Domain controllers (incl. Win2K3)	7,000
• Consulting & contingencies (Right! Systems	
• & Northpoint Consulting)	9,000
o Total	$ 54,780

The costs identified above include the design for resiliency/redundancy. Expenditures for 2006 will be paid from the .1% emergency communications sales and excise tax collected by Clallam County and set aside for PenCom capital expenditures. These costs are budgeted for 2006 as base costs for the mobile data project.

On-Going Annual Costs for Operations and Maintenance of the Public Safety Network:

$2000.00 - $3000.00 is estimated for continuing operation and maintenance of the system annually. Yearly costs will be calculated as part of PenCom's annual budget request for operations.

PENCOM
Public Safety Network
Attachment C

The following agency technology staffs have been participating in the PSN development. After the PENCOM amendment is completed the PENCOM Advisory Board will appoint the formal committee.

INTERIM PSN TECHNICAL COMMITTEE

Sequim
Mike Frame – IT
Steven Rose – IT
Gary Smith – IT
Sheri Crain – Sequim Police Department

Port Angeles
Gary Brooks – IT
Jim Harper – IT
Elizabeth Strait – IT
Keith Bogues – Port Angeles Fire Department

Clallam County
Dan Flynn – IT
Greg Helwick – IT
Jeff Christopher – IT
Eric Baker – IT
Alice Hoffman – Clallam County Sheriff's Office
Mary Wilgocki – IT Public Safety

PENCOM
Naomi Riggins – Communication Manager