

PS 5-1000d

INTERLOCAL AGREEMENT
FOR THE OPERATION OF THE
CENTRAL COMMUNICATIONS E911 CENTER

This agreement is entered into by and between all the agencies and entities which have signed this agreement.

Recitals:

1. The legislature of the State of Washington has provided through the interlocal cooperation act, as codified in RCW 39.34, the needed statutory authority and opportunity for Grant County and the cities, towns, fire districts, hospital districts, and miscellaneous service districts to enter into a contract and agreement to cooperatively establish, maintain, and operate a central communications E911 Center (Cen Com).
2. It is the desire and intent of all parties to this agreement to enhance both police and fire protection operations as well as emergency medical service operations and other various service operations in Grant County, all in a manner that will offer optimum opportunities for public support and confidence, effectiveness of operations, efficiencies and economies of operation, cooperation between jurisdictions, avoidance of unnecessary duplications of expenditures and efforts for attracting financial assistance from state, federal, and private resources, for implementation while yet assuring and enhancing the continuance and effectiveness of local policy and administrative control of police, fire, hospital, emergency medical service, and other operations.

Now, therefore, in consideration of the mutual covenants, terms, and conditions agreed to by each of the agencies, entities, and municipalities who are parties to this agreement, the parties agree as follows:

1. ESTABLISHMENT OF CENTER: The Central Communications E911 Center (Cen Com) is hereby established for the purpose of providing consolidated answering of enhanced 911 telephone calls made from within the borders of Grant County and as outlined in Grant County's E911 Plan submitted to the State of Washington in April of 1994 along with the amendments subsequently made to the plan after submission to the State of Washington. This consolidated center is established within Grant County for the purpose of rendering enhanced 911 call answering and 911 call transfers and associated dispatch functions as appropriate.
2. PURPOSE: In consideration of the agreements of the parties hereto the Central Communications E911 Center shall provide police, fire, and EMS support communications to the signatories of this agreement. The Central Communications E911 Center shall provide the services by radio and/or telephone. Nothing within this agreement shall relieve the units, entity, or agency from their responsibilities to provide their own equipment for receiving communications from Cen Com and their own equipment for communications between their own personnel, except where otherwise agreed to.

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3. **DURATION OF AGREEMENT:** This agreement shall commence from the date that the participating parties have approved it in the appropriate method. Termination of a participating agency approving this agreement shall take effect only after not less than 120 days written notice to the Cen Com E911 Center and only at the end of any calendar year.

Termination of this agreement will also be accomplished by mutual consent and agreement of the signatory agencies, in which case termination will be effective on the date agreed upon by the signatories.

4. **FORMATION POWERS AND MEETINGS OF BOARD OF DIRECTORS:** A board, to be known as the "Board of Directors", shall be formed to perform the functions and powers as set forth below. The Board of Directors shall consist of six (6) members as follows:

1 member from Grant County - such member shall be a County Commissioner or the Commission's designee.

1 member appointed by the Association of Grant County Cities and Towns - such member shall be a Mayor, Council Member, or an employee of a Grant County city or town

1 member appointed by the Police Chiefs of the cities and towns of Grant County - such member shall be a Police Chief of a Grant County city or town

1 member appointed by the Grant County Fire Chief's and Commissioner's Association - such member shall be a Fire Chief of a Grant County city or town or a Fire Chief or Commissioner of a Grant County fire district

1 member appointed by the Grant County EMS Council - such member shall be an emergency medical services technician from an agency which provides patient transport

1 member from the Grant County Sheriff's Department, such member shall be the Grant County Sheriff or his designee

Each agency or entity represented by a board member shall appoint an alternate member to the Board of Directors to act on behalf of their appropriate member organization and shall provide the name of the alternate member in writing to the Cen Com E911 Center. The alternate members shall have full powers to vote and act as a board member at all such meetings as such alternate attends in lieu of the regularly designated board member.

The Director of the Cen Com E911 Center shall act as the secretary of the Board of Directors.

The chairman of the Board of Directors of the Cen Com E911 Center shall be an elected by the members of the Board and shall be able to vote. The position shall rotate yearly.

The Board of Directors shall adopt and, when necessary, amend by-laws which shall more specifically set forth the definitional, operational, and procedural parameters and functions of the Cen Com E911 Center.

The Board of Directors shall be authorized and empowered by virtue of this agreement to perform all functions and duties described in the "By-laws for the Central Communications E911 Center" which will be adopted by the Board at a later date. In addition the Board of Directors is authorized and empowered to perform all other functions as may be deemed necessary to carry out its explicit duties and responsibilities as set forth in the by-laws including the allocation to participating agencies their financial responsibility for such portion of each year's operational cost.

5. **ADVISORY COMMITTEES:** The Cen Com E911 Center Board of Directors shall establish three (3) standing advisory committees, one for police/law enforcement, one for fire, and one for emergency medical services (EMS). These committees will be technical in nature and advise the Board of Directors on issues pertaining to the delivery of communication services to its constituent group/agencies.

The Board may establish other technical committees as needed or deemed necessary by the Board of Directors. These committees may be temporary in nature or scope of assignment or become a standing committee at the discretion of the Board of Directors.

- A. **Police Technical Advisory Committee:** The Police Technical Advisory Committee shall be comprised of five (5) members as follows:

Two (2) officers - one (1) each from two (2) different cities within Grant County with populations over 10,000; two (2) officers - one (1) each from two (2) different cities within Grant County with populations under 10,000; and one (1) officer from the Grant County Sheriff's Office. The cities to be represented will be selected by the Police Chiefs of the cities and towns of Grant County.

- B. **Fire Technical Advisory Committee:** The Fire Technical Advisory Committee shall be comprised of five (5) members as follows:

Two (2) fire fighters - one (1) each from two (2) different cities within Grant County with populations over 10,000; and three (3) fire fighters - one (1) each from different fire districts within Grant County. The cities and districts to be represented will be selected by the Grant County Fire Chiefs and Commissioners Association.

- C. **Emergency Medical Services (EMS) Technical Advisory Committee:** The Emergency Medical Services (EMS) Technical Advisory Committee shall be comprised of five (5) members as follows:

Two (2) representatives of emergency medical service providers within Grant County which provide patient transport, two (2) representatives of emergency medical service providers within Grant County which do not provide patient transport, and one (1) representative of the hospital districts within Grant County.

The Director of the Cen Com E911 Center shall be an ex officio member to all standing and temporary technical committees. Each technical advisory committee shall be responsible for establishing, reviewing, and approving all operating procedures for dispatching. All matters which have a budgetary impact are subject to the approval of the Board of Directors. Each technical advisory committee shall also instruct the director to implement such procedures and recommendations which may, from time to time, be adopted or approved by unanimous vote of the technical advisory committees. It is intended by this agreement that the Board of Directors shall determine the specific services to be rendered by the Cen Com E911 Center but the technical advisory committees shall determine the procedures by which such services shall be delivered and implemented.

The technical advisory standing committees shall meet at such time as the committee shall determine, but at least once every other month. Each committee shall select a chairperson who shall conduct the meetings and assume such other functions as the committees shall determine. The chairpersons of the technical advisory committees shall also advise the Board of Directors at its regularly scheduled meetings of the needs of the operating departments service by the Center.

6. **ACQUISITION AND TITLE TO PROPERTY AND THE DISPOSITION OF PROPERTY AND FUNDS UPON DISSOLUTION:** The Board of Directors shall be authorized to acquire title in the name of the Cen Com E911 Center of such facilities and equipment as are required for the Cen Com E911 Center and its operations. The facilities and equipment will be purchased with Cen Com E911 Center funds. Upon the dissolution of the Cen Com E911 Center, it and/or the Board of Directors shall compensate each party to this agreement in an amount equal to the then current resale value of the property in which the party has any financial interest as is proportional to the financial contribution made by the party to this agreement. Additionally, upon dissolution of the Cen Com E911 Center, any money in the possession of the Cen Com E911 Center or the Board of Directors after payment of all costs, expenses, and charges validly incurred under this agreement shall be returned to the parties to this agreement in proportion to their contribution.

Any party to this agreement which withdraws from the agreement as provided in Paragraph 3 of this agreement or the services of the Cen Com E911 Center are terminated as provided in Paragraph 8 of this agreement the party shall have no right to any portion of the assets by virtue of any participation in this interlocal agreement prior to the time of withdrawal or termination. If, however, a withdrawn member, subsequent to the time of withdrawal or termination of services but prior to the dissolution of the Cen Com E911 Center, again becomes a participating member, the party shall be entitled to a proportionate share of the assets of the Cen Com E911 Center in the same manner as any other active participating agency.

7. **CONSULTATION:** The Board of Directors shall advise and consult with the police/law enforcement, fire, and emergency medical services technical committees as such may be deemed necessary by the Board of Directors as to the scope and contract of the services to be undertaken by the Cen Com E911 Center.

8. **PARTICIPATION IN THE CENTRAL COMMUNICATIONS E911 CENTER:** An agency's right to receive services and to participate in any capacity in the functions of the Cen Com E911 Center shall be suspended when the party fails to transmit to the Board of Directors its assigned payment.

Each party to the agreement shall be billed quarterly for its assigned payments. If a party fails to transmit to the Board of Directors its assigned payments within 90 days of the date of the billing to such agency is made by the Cen Com E911 Center, then the director shall immediately send to the non-paying agency a notice of proposed termination of services and participation, which notice shall give the non-paying party to this agreement 30 days in which to pay all past due arrearages. If such past due arrearages are not paid in full then the Board of Directors shall have authority to terminate all services to such party and all participation of such agency in the Cen Com E911 Center.

9. **FILING:** As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the participating agencies, the Grant County Auditor, the Secretary of State, and any other entity or agency as is required by law.

10. **SEVERABILITY:** If any section or provision of this agreement is determined to be invalid, such action shall not affect the validity of any other section or provision.

11. **EXECUTION OF AGREEMENT:** This agreement shall be executed on behalf of each party by its authorized representative pursuant to an appropriate resolution or ordinance from the respective local governmental unit entity or agency as the case may be. Each party to this agreement shall be bound to the agreement as of the date it is signed by that party.

12. **AMENDMENT:** It is specifically agreed by and between the parties to this agreement that this interlocal governmental agreement may be amended by the parties to the agreement.


13. **WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM REQUEST:** The Advisory Council on Criminal Justice Services in the Washington State Patrol has requested that all participating communications centers, such as the Cen Com E911 Center, which are or may be terminal users of the Washington State Patrol Law Enforcement Data Communications System have certain provisions in their regulations and enabling interlocal governmental agreements concerning the responsibility for such communication. Therefore, the following is specifically agreed to:

The Cen Com E911 Center shall bear full responsibility for ensuring that the Law Enforcement Data Communications Network and any criminal history records information received by means of such network shall be used solely for the purposes of the due administration of the criminal law or the purposes enumerated in RCW 43.43.760(3) now in force or hereafter amended. The Cen Com E911 Center shall establish rules and regulations governing access to, security for, and the operation of the Data Communications Network for any criminal justice records information received by means of such network.

14. SIGNED AND AGREED TO AS FOLLOWS:

_____, 1994
City of Quincy

_____, 1994
City of Grand Coulee

 _____, 1994
City of Soap Lake 18 Jan

_____, 1994
City of Royal City

_____, 1994
Town of Mattawa

_____, 1994
City of Warden

_____, 1994
City of Ephrata

_____, 1994
City of Moses Lake

_____, 1994
Grant County Sheriff's Department

_____, 1994
Grant County Fire District #4

_____, 1994
Grant County Fire District #5

Grant County Fire District #6

_____, 1994

Grant County Fire District #7

_____, 1994

Grant County Fire District #8

_____, 1994

Grant County Fire District #10

_____, 1994

Grant County Fire District #11

_____, 1994

Grant County Fire District #12

_____, 1994

Grant County Fire District #13

_____, 1994

Grant County Fire District #14

_____, 1994

Grant County Public Hospital District #2
dba Quincy Valley Ambulance

_____, 1994

Grant County Public Hospital District #1
dba Samaritan Ambulance

_____, 1994

Grant County Coroner

_____, 1994

Grant County Fire Marshal

_____, 1994

Grant County Mental Health

_____, 1994

EPHRATA TELEPHONE TAX DISTRICT

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994

EMERGENCY SERVICES COMMUNICATION DISTRICT

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994

GRANT COUNTY

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994

Grant County Commissioner

_____, 1994