

After filing, return to:
City Clerk
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

INTERLOCAL AGREEMENT COMBINED COMMUNICATIONS CENTER

OPR 2006-0891

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation as "City", and SPOKANE COUNTY FIRE PROTECTION DISTRICT ___ as "User".

WHEREAS, the City of Spokane operates a Combined Communications Center ("CCC") which provides fire service dispatch, communications and associated services to the fire services of the region; and

WHEREAS, in accordance with the provisions of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; -- Now, Therefore,

The parties hereby agree as follows:

Part A. Purpose and Intent

The purpose and intent of this Agreement is to set forth the terms and conditions for the provision of fire service dispatch, communications and associated services by the City to the User.

It is intended that this Agreement, which is created and entered into in a spirit of cooperation, equity, fairness and mutual benefit, provide the terms and conditions which maintain these principles with both parties.

Part B. Terms and Conditions of Agreement

1. Function of the Combined Communication Center

The CCC will provide fire service communications, dispatch and associated services as set forth or provided for herein below to the User and to other local fire protection authorities or other fire and/or EMS agencies with which the City agrees to contract with the concurrence of the Policy Board.

The CCC will not provide communications, dispatch, or any other service to any law enforcement agency.

Any local fire protection authority or other fire or EMS agency wishing to secure the services of the CCC shall enter into a contract with the City for those services.

The operational concept for consolidated fire service communications in Spokane County at the time of this Agreement is set forth in Appendix A, which shall be considered an integral part of this Agreement.

2. Acquisition and Disposition of Real Property

The site of the CCC shall be the City of Spokane Fire Department Dispatch Center, which is and shall remain as the sole property of the City of Spokane.

The existing sites for system equipment outside of the CCC which are owned by the User shall continue to be owned and maintained by the User holding them.

The existing sites for system equipment outside of the CCC which are leased by the User shall continue to be leased by the User, but the lease costs shall be part of the CCC expense budget and be reimbursed to the User out of the CCC Fund.

Any additional sites for system equipment deemed necessary by the Policy Board for the assurance of system operation shall be developed, held and maintained by those parties directly using them in accordance with the terms of this Section for existing sites.

3. Acquisition and Disposition of Personal Property

(a) Definitions

▪ *System Equipment*

All equipment required in the system for the provision of the services set forth in this Agreement, including but not limited to the alarm / dispatch center equipment (911, radio consoles, radio transmitters / receivers, recorders, computers and other adjunct and support equipment) and the remoted radio bases, repeaters and voters required for the receipt of the radio signals from the CCC by the receiving units of the User and the transmittal of their radio signals back to the CCC.

▪ *Non-System Equipment*

Radio equipment which is specifically necessary for the inclusion and operation of a single user.

(b) Initial System Equipment

The system equipment in place since 1997 shall remain the property of the original owner-party. The maintenance of this equipment shall be included in the operating expense budget of the CCC.

(c) Replacement System Equipment

Replacement system equipment shall be acquired, held, maintained, replaced and disposed of as the common property of the parties. The capital replacement costs of system equipment shall be shared by users as provided by Section 4(d). Maintenance costs shall be included in the CCC expense budget.

(d) Disposition of System Equipment

(1) Withdrawal of User

If a user party elects to terminate participation in this Agreement, that party shall be deemed to forfeit any interest in system equipment not provided directly by that party to the system at the inception of the CCC in 1997.

(2) Dissolution of Agreement

In the event of a general termination and dissolution of the CCC and this Agreement, all system equipment except that acquired as initial system equipment under Section 3 (b) above shall be divided among all users in proportion to their cumulative payments made under this Agreement in the last five (5) years. At the option of the CCC Policy Board, this division may be made as payment to the user-party of the proportional share of the then-fair-market value of the equipment.

(e) Non-System Equipment

Non-system equipment shall be provided by the User and maintained solely by that User in accordance with maintenance standards established by the Policy Board.

4. Policy Board

A Policy Board shall provide oversight, review and direction to the City on the policies, budget and operations of the CCC. The City recognizes the authority of the Policy Board as set forth in this Agreement.

Each Policy Board member (see Section 5) shall have one (1) vote.

A quorum shall be five (5) members and shall be required for any meeting at which action is taken.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the Policy Board.

Authority, Duties and Responsibilities of the Policy Board

The authority, duties and responsibilities of the Policy Board shall be as follows:

- (a) Review the type and level of service provided by the CCC and assure that it complies with the terms of this Agreement.
- (b) Assure that established performance criteria are being met.
- (c) By an affirmative vote by a *two-thirds majority* of the Policy Board, it may, subject to the concurrence of the City Fire Chief:
 - (1) Establish or modify performance criteria to measure the type and level of service, or
 - (2) Alter or amend the type and level of service.

If an action by the Policy Board under this subsection is unanimous except for the vote of the City Fire Chief, and the City Fire Chief does not concur with and implement the decision, then the City Fire Chief shall provide written notice of non-concurrence to all members of the Policy Board within ten (10) working days of the Policy Board action. The Policy Board shall then meet within twenty (20) working days of the date of said notice from the City Fire Chief to reconsider the decision, and may, by unanimous action less the vote of the City Fire Chief, require the decision to be submitted to arbitration under the provisions of Section 30 of this Agreement.

- (d) Review and approve the CCC budget.

The CCC budget shall be prepared and submitted by the City Fire Chief to the Policy Board for its review and approval. The budget presented shall be sufficiently detailed to show the costs attributed to all major expense areas and functions, including the costs charged by the City for administrative, overhead and support services.

The CCC budget shall be approved by simple majority action, except: affirmative action by a *super majority* of the Policy Board is required for the approval of the following:

- (1) A change in the annual budget for the CCC of five percent (5.00%) or more.

- (2) Capital expense, defined as an equipment expense of Ten Thousand Dollars (\$10,000.00) or more, *the cost of which is to be prorated to contract agencies.*

The capital replacement costs of dispatch console equipment, base radios, and computerized dispatch equipment will be determined by the Policy Board and amortized over its expected useful life. The annual amortization costs will be included in the Estimated Annual Expense of the CCC and thereby shared proportionally by all users based on agency alarm volume.

NOTE: Each agency is responsible for its own radio maintenance expense and the replacement costs of its portables and mobile radios, base stations and pagers.

- (3) Major capital expense, defined as a capital improvement project with a total cost comprising ten percent or more of the annual CCC expense budget for one (1) year (the year it is proposed), shall cause a re-determination of the proportionate cost shares to restore the original balance (see Section 11) .

In the event that a CCC budget proposal is disapproved by the Policy Board, the Board shall identify its specific concerns, define acceptable alternative(s) and return the CCC budget proposal to the City Fire Chief for reconsideration. Ten (10) working days shall be allowed for responses in this process unless additional time is granted by mutual agreement. Failure to respond shall be considered deadlock. If agreement can not be reached (deadlock), the Policy Board or City may request that the CCC budget proposal be submitted to arbitration, provided, that in no event shall the continuing operations and existing funding of the CCC for all users be interrupted.

- (e) Review proposed personnel costs and provide recommendations to the City on the appropriateness of those costs.

Prior to the beginning of labor negotiations by the City with the bargaining unit representing the employees of the CCC, the Policy Board will meet with the lead City negotiator and the City Fire Chief to review the City's dispatcher-related proposed positions. The City will:

- (1) Allow a reasonable time for the Policy Board to evaluate the positions proposed, and
- (2) Consider in good faith any concerns or suggestions of the Policy Board, and
- (3) To the extent practical, revise its position consistent with the desires of the Policy Board.

Prior to the finalization of any dispatch labor contract, and at any time during the negotiations as deemed necessary by either party, the same group will meet to be briefed in detail by the City regarding progress of the negotiations.

- (f) Review the job description of the CCC Manager at least every two (2) years during the first quarter of that year. The CCC Policy Board shall be consulted on and approve any proposed substantive change in the job description initiated by any party.
- (g) Ensure that staffing levels outlined in this Agreement are met by the City.
- (h) Review staffing levels to determine if staffing exceeds the need for personnel.
- (i) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the Policy Board.
- (j) Establish, review and revise as necessary a process, which may include liquidated damages, suspension or termination, to assure compliance with operational policy and procedures by all agencies served by the CCC. The process shall include provisions for non-compliance occurrence and the assessment of liquidated damages for repeat offenses. The established process shall include due process (hearing and appeal) procedures. Remedies prescribed by the Policy Board for non-compliance shall be appropriate to assure correction or non-recurrence.
- (k) Review and approve or disapprove the inclusion of any agency other than a local fire protection authority as a contracting agency for the services of the CCC. The City shall not contract to provide CCC services to any agency other than a local fire protection authority without the concurrence of the Policy Board.
- (l) Review and approve by adoption the systems or plans set forth in Section 16 of this Agreement, and subsequently present said systems or plans to all user agencies for their acceptance.
- (m) Establish procedures for meetings, including the meeting agenda.
- (n) Establish and provide for a backup communications center to the CCC. The costs of equipping and operating the backup communications center shall be included in the CCC budget.
- (o) Approve the radio and paging operational system, including all radio frequency uses, assignments, and licensing arrangements as deemed appropriate and make modifications or alterations consistent with the interests of all users and function of the system and the CCC.

The Policy Board may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the City Fire Chief
- (b) By a *super majority* vote, recommend to the City Fire Chief the removal of the CCC Manager for cause.
- (c) Provide recommendations to the City Fire Chief on the filling a vacancy in the position of CCC Manager.
- (d) Create an operations committee or other working committees. All committees created by the Policy Board shall be subordinate to and subject to the direction of the Policy Board.
- (e) Request staff assistance from the City.
- (f) Call for an audit of the CCC Fund at any time.

5. Policy Board Members

The Policy Board will be comprised of eight members as follows:

One (1) representative of the City Fire Department who shall be the Fire Chief.

Excluding the City Fire Department, one (1) representative of each of the three (3) Users with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) representatives from the Users (with the exception of the three (3) User agencies immediately above).

The representatives of the City Fire Department and the three (3) Users with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the three (3) Users with the greatest average emergency incident volume will be made by December 1 of each third year so that representatives can be named for the next three (3) year term. The other representatives will serve for two (2) year terms beginning January 1.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term completed.

The representatives to the Policy Board shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) User.

Positions representing multiple Users shall be selected by those Users. The Chair of the Policy Board - shall solicit nominations for the at-large positions for sixty (60) days and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the Policy Board, the make-up of the Policy Board may be modified, provided, that under no circumstances shall the Policy Board be comprised of less than five (5) members.

6. Policy Board Meetings

The Policy Board shall elect from among the User agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year after the election of the at-large (two (2)-year) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the Policy Board will set the agenda for each meeting, provided that the City Fire Chief may place any item on any agenda. Items may be placed on-the agenda by any User in accordance with adopted meeting procedures.

The Policy Board shall meet regularly as it may determine, but not less than every other month. The Policy Board will determine its own meeting schedule. The Policy Board may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written verification of the vote by each member, to be sent to the Chair within twenty four (24) hours of the vote.

7. Administration and Management of the CCC

The City Fire Chief shall:

- (a) Administer the CCC service contracts between the City and User parties.
- (b) Administer and manage the CCC.
- (c) Insure the effective and timely implementation of policies adopted by the Policy Board.
- (d) Establish operational policies and procedures for the CCC. The operational policies and procedures must be approved by *super majority* of the Policy Board.
- (e) In consultation with the Policy Board, work with the Civil Service Commission of the City to develop and establish and subsequently review the job description of the CCC Manager.

The City Fire Chief may select and appoint a CCC Manager who shall be a management employee of the City, responsible to the City Fire Chief. If a CCC Manager is appointed, the City Fire Chief will develop and establish goals and objectives for and provide direction to the CCC Manager that assures that the CCC Manager meets the policies and standards established by the Policy Board.

The CCC Manager will be responsible to the City Fire Chief for CCC operations, including training, work assignments and supervision. Under the direction of the City Fire Chief, the CCC Manager shall direct and supervise the shift supervisors to insure that policy, procedures, training and discipline are carried out and that coordination of activities occurs to maintain standards and meet goals and objectives.

8. Services Provided by CCC

The CCC shall provide the following services, subject to change by the Policy Board with the concurrence of the City Fire Chief, to the contracting agencies:

- (a) Answer 9-1-1 and other emergency telephone calls.
- (b) Process caller information and determine the appropriate response.
- (c) Dispatch the appropriate emergency and support resources. Document information associated with the call for service and response of resources.
- (d) Resource and situation status/ tracking.
- (e) Move-up of resources.
- (f) Maintain necessary call back list and call-back of personnel.
- (g) Answer other communications center related calls.
- (h) Maintain current list of personnel and equipment to carry out activation and performance of the functions of the Spokane County Resource Plan and the Northeast Region and Washington State Mobilization Plans.
- (i) Perform systems testing as established by the Policy Board.
- (j) Liaison and coordination with outside agencies.
- (k) Conduct appropriate announcements / paging.
- (l) Transfer data to stations or other work locations.
- (m) Media alert.

- (n) Provide business / pre-plan information to responders as established by the Policy Board.
- (o) Maintain a mapping database on the GIS system.
- (p) Assist with daily staffing.
- (q) Change and back-up tapes and other data files.
- (r) Maintain logging tapes for at least ninety (90) days.
- (s) Provide information / data recordings for post incident analysis or incident investigations.
- (t) Record and update local information, e.g., hydrants out of service, controlled burns.
- (u) Monitor weather conditions and adjust responses based on those conditions.
- (v) Maintain and update policies, procedures, administrative orders, and other directives.
- (w) Provide reports regarding services provided to the User.

9. Levels of Service Provided by the CCC

(a) Facilities

- (1) The CCC shall be located at the City Fire Department Dispatch Center. Any move of the operations center that has a financial impact on contracting agencies requires the pre-approval of the Policy Board.
- (2) The designated remote backup fire service communications center shall be determined by the Policy Board. The fair rental value of the space occupied by this backup center shall be included in the expense budget of the CCC.

(b) Staffing

There will be a minimum of three (3) personnel assigned to the CCC twenty four (24) hours per day. This minimum will be comprised of two (2) dispatchers and a working shift supervisor.

The CCC Manager may augment the staffing level during peak activity periods during the normal work week (weekdays, Monday through Friday) or at any other time that may be deemed appropriate.

(c) **Certification**

All dispatcher personnel shall be Emergency Medical Dispatch (EMD) certified.

(d) **Equipment & Services**

The CCC shall:

- (1) Utilize Enhanced 9-1-1 (E-911) as a minimum for as long as Spokane County maintains an E-911 system.
- (2) Provide at least four (4) radio consoles with the telephone equipment necessary to receive calls for service and radio and paging equipment capable of dispatching the resources of the contracting agencies.
- (3) Provide recording systems for the instant recall of emergency telephone calls and the logging of all radio traffic through the communications center.
- (4) Maintain the necessary radio backbone to:
 - (a) Transmit alarms and pages via the Spokane County digital paging system.
 - (b) Transmit and receive messages on radio channels, at the identified locations, as shown in Appendix A of this Agreement.
 - (c) Be responsible for insuring that the established remote back-up center remains operational with telephones, 9-1-1 capabilities, appropriate consoles to dispatch resources, transmitters/ receivers to transmit and receive to all contracting agencies, and recording equipment.
- (5) Use Computer Aided Dispatch (CAD) for assisting with dispatch.
- (6) Maintain an Information Management System (IMS) that provides statistical analysis of dispatched incidents. This system shall be available to contracting agencies as an option, with each agency to pay for any necessary hardware, software and maintenance cost associated with its use of the IMS.
- (7) Provide copies of recorded and/or documented incident information for agency incidents upon written request of the agency.
- (8) Maintain logging tapes for a minimum of ninety (90) days or as otherwise required by law.

10. CCC Performance Criteria

The Combined Communications Center will provide services that meet the following basic criteria, provided that exceptions will be allowed for times when the CCC is overwhelmed:

- (a) All 9-1-1 and other emergency phone lines that terminate in the CCC will be answered in a timely manner. All emergency telephone lines will be answered in ten (10) seconds or less ninety percent (90%) of the time.
- (b) All calls for service that terminate in the CCC and result in an emergency response by a local fire protection authority will be processed and dispatched within sixty (60) seconds or less ninety percent (90%) of the time. The measure of this time begins when the call is answered in the CCC, and it includes the interrogation of the caller until sufficient information is gained to permit the accurate and precise dispatch of resources and/or the call is terminated and dispatch of the appropriate resources has been made.
- (c) All radio-reported unit status reports received by the CCC from emergency response apparatus will be accurately logged into CAD within sixty (60) seconds ninety percent (90%) of the time.
- (d) The CCC will notify the Media Alert System of all working fires or other significant incidents within ten (10) minutes of notification by responders that such conditions have been found.
- (e) The CCC will transfer incident data to stations that have fax machines and are not connected to CAD within fifteen (15) minutes after the last agency unit is back in service. The CCC will have hard copies of incident data available for stations not connected to CAD and without fax within twenty-four (24) hours of the incident. The CCC is responsible for sending data to only one (1) agency location per incident.
- (f) The City will provide monthly activity reports on the services provided by the CCC to contracting agencies not later than the end of the following month.

Any exception to the above criteria will be reviewed by the CCC Manager and the facts of and reasons for the exception shall be reported to the Policy Board at its next regularly scheduled meeting.

11. Cost of CCC Services

The costs of CCC services provided to Users will be included in the CCC budget (expense plan) as approved by the CCC Policy Board. Any change in the level of services provided by the CCC, as set forth in Section B9 above, that has a financial impact on contracting agencies, requires the pre-approval of the Policy Board.

The cost for contracting for CCC services will be determined using the following procedure.

ANNUAL COST DETERMINATION

- (1) The change in the annual budget for the CCC, as approved by the Policy Board, shall be determined.
- (2) The cost allocation to the City shall be increased by its average annual percentage increase in annual alarm volume measured over the last ten (10) years.
- (3) The remainder cost shall be paid by the contract users proportionally to their *calculated annual alarm volume*, which shall be determined by increasing their actual alarm volume for the calendar year 2005 by the average annual percentage increase in annual alarm volume measured over the last ten (10) years (or lesser period for which confirmed alarm volume information is available).

Annual alarm volume may or may not include Mutual/ Auto aid calls to other jurisdictions as determined by the Policy Board.

Exceptions: Circumstances or conditions which significantly alter the balance will change the proportionate cost shares to restore it. Such circumstances or conditions may include, but are not limited to, the following:

- **CHANGE IN LEVEL OF SERVICE PROVIDED BY A USER AGENCY**

A change in the level of service provided by any user agency shall be evaluated by the Policy Board for its effect on call volumes and proportionate shares shall be adjusted accordingly based on estimates.

- **ANNEXATION OR PARTIAL MERGER**

The jurisdictional areas may shift due to annexation or partial merger actions. In such event, the annexing or merger entity shall assume the percentage of the losing entity's user cost allocation under this Agreement that is equal to either the percentage of then current assessed valuation lost by that entity or the percentage of the losing entity's call volume change, whichever is greater.

- **MAJOR CAPITAL EXPENSE PROJECT**

A major capital expense project, defined as a capital improvement project with a total cost comprising ten percent or more of the annual CCC expense budget for one (1) year (the year it is proposed).

12. Special Fund: "CCC Fund"

(a) Creation of Special Fund

The City has established and maintains a special fund within its budget for the revenue and expense of the CCC ("CCC Fund").

All payments to the City for CCC services are credited to the CCC Fund and CCC expenditures are allocated and taken from this fund. The CCC Fund is a roll-over fund in which all reserve, cash carryover and unencumbered funds from one (1) fiscal year will carry over to the next fiscal year.

(b) CCC Fund Management

The City is responsible for managing the CCC Fund within the policy direction established by the Policy Board.

The City shall manage the CCC Fund to meet approved expense plan and reserve plan requirements deemed essential by the Policy Board to providing the quality and integrity of CCC services in accordance with the terms of this Agreement and as approved by the Policy Board, including but not limited to equipment replacement plans, maintenance service agreements and other provisions. Any subsequent City disapproval of essential CCC expenses approved by the Policy Board and included within the final approved expense plan or reserve plan shall be deemed a substantive breach of this Agreement.

(c) CCC Fund Accounting and Audit

Accounting of CCC revenue and expense will be done by the City using generally recognized accounting principles. The Policy Board may call for an audit of the CCC Fund at any time. Audit costs shall be borne by the user agencies in proportion to agency alarm volume.

(d) CCC Fund Disbursement Upon Termination

In the event of termination of this Agreement, the CCC Fund shall be divided among the User agencies in proportion to their last calculated Average Annual Agency Incident Volume.

13. Administrative Fee

User shall pay to the City the sum of One Hundred Dollars (\$100.00) per year, in advance, when invoiced, for administrative expense.

The Administrative Fee will be reviewed annually and may be adjusted by a majority of the Policy Board.

14. Payments to CCC Fund

By August 1 of each year, the City will provide to the Policy Board for its consideration the cost per incident for all agencies for the next calendar year, together with all supporting data used in its determination. Based on those amounts and the Estimated Total Incidents for each CCC user, the Annual CCC Cost for each User agency will be determined and be provided to each User agency by September 1.

User will be invoiced monthly for one-twelfth (1/12) of its annual CCC cost share. The City will bill contracting agencies during the first full week of each month for services to be received in the next month. By mutual agreement, the City may bill User on an annual or semi-annual basis.

Invoice payments by User shall be made within thirty (30) days after the invoice date. Past due accounts will be charged interest at the rate of twelve percent (12%) per annum or one percent (1%) per month on the unpaid balance plus a late charge assessment of five percent (5%) of the amount overdue. Any accounts sixty (60) days overdue will result in a notice of termination as provided by this Agreement.

Interest and penalties will accrue on overdue accounts until payment is made in full.

The City shall deposit one-twelfth (1/12) of its annual CCC cost share in the CCC Fund each month, prior to the end of the month preceding the month for which the payment is made.

15. Contracting Agency Responsibilities

User shall provide to the CCC, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.
- (c) Run card information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

User shall, concur with, adopt and comply with the policies and procedures established by the Policy Board, and be subject to remedies prescribed by the Policy Board for breach of policy or procedure.

16. Cooperative Development Requirements

All CCC user agencies shall commit to the cooperative and shared development and maintenance of the following as determined necessary by the CCC Policy Board:

- (a) A county-wide map grid system.
- (b) A county-wide move-up system.
- (c) An interim radio frequency usage plan.
- (d) A combined communications users radio system plan.

Systems or plans accepted and adopted by the Policy Board shall be subject to the acceptance of all Users and shall be presented to them by the Policy Board for that action.

16A. Status and Integrity of Agreement

This Agreement between the City and User is a common form in all respects with agreements between City and other user agencies. City shall make no agreements in any other form or with any other provisions with another user of any kind for CCC services without *two-thirds approval* of the Policy Board.

Part C. MISCELLANEOUS PROVISIONS

17. Insurance

During the term of the Agreement, Each party shall maintain in force at its sole expense, each insurance noted below:

- (a) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement; and
- (b) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the User or its insurer(s) to the City.

As evidence of the insurance coverages required by this Agreement, the Users shall furnish written evidence of acceptable insurance to the City at the time they return the signed Agreement. Each party shall be financially responsible for its pertinent deductibles, self-insured retentions, and/or self-insurance.

18. Designated Representatives

The designated representatives for the purpose of administering this Agreement and for the receipt of any notices related to this Agreement shall be:

City of Spokane: Fire Chief
City of Spokane Fire Department
44 West Riverside
Spokane, Washington 99201

User: Fire Chief

19. Disclosure of Records

The City shall not disclose any dispatch record or data to any person or entity without the expressed written consent of the User except to comply with the valid legal order by a court of competent jurisdiction for such disclosure, in which event the City will immediately notify the User.

20. Term

The term of this Agreement shall be ten (10) years from December 31, 2006, renewable for additional ten (10) year periods.

At the end of the initial ten (10) years, the parties, individually or collectively, will have an opportunity to terminate or extend the contract without financial penalty.

21. Termination

(a) By the City of Spokane

The CCC services provided for by the terms of this Agreement are essential to the life, safety, health and welfare of the public. *The City may take no action that may compromise, delay, interrupt or terminate CCC services as provided for herein except as provided by this Section.* Continuity of services to all users at all times is of paramount importance and may not be compromised in any event.

If the City decides to terminate its provision of the services under this Agreement, it may do so only under the following conditions.

CCC services with all user agencies must be terminated, i.e., termination of contracted CCC services must be total, not partial, unless approved by a super majority of the CCC Policy Board.

The Policy Board shall determine the course of action to be taken to assure the replacement of City with another provider for fire service communications and dispatch services.

The Policy Board shall create and approve a transition plan. The transition plan shall be completed within twelve (12) months of notice of termination and provide for complete transfer of all CCC user services. The transfer is to be completed within thirty six (36) months from notice of termination by the City unless otherwise agreed to by the parties.

The Policy Board shall provide for the disposition of the CCC Fund and the final distribution of all equipment.

Termination notice from City shall not affect any aspect, condition or provision of this Agreement during the time subsequently taken to establish a replacement provider.

(b) Termination by User

User may terminate its participation in this Agreement at any time with one hundred eighty (180) days advanced written notice.

Because of the financial impact to other participants in this Agreement and other agencies contracting with the City for CCC services, there shall be an assessment of liquidated damages for termination of participation in this Agreement in the amount of one hundred percent (100%) of the total amount paid by that party agency in the previous calendar year, the penalty to be paid into the CCC Fund.

22. Compliance with Agreement

Strict compliance with:

- (a) The terms and conditions of this Agreement by the parties hereto, and
- (b) The terms and conditions of the user contracts entered into by the City with other users of the CCC, and
- (c) The communications and other procedures and protocols established by the Policy Board,

... is essential.

User may bring to the attention of the City Fire Chief the non-compliance of any other user agency. In such event, the City Fire Chief shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the party in alleged non-compliance, within thirty (30) days. The City Fire Chief shall seek to resolve any non-compliance problem within sixty (60) days.

In the event that the City Fire Chief is unable to resolve a non-compliance problem, User may bring it to the attention of the Policy Board, and the City Fire Chief shall submit a written report to the Policy Board on the problem and the action taken in attempting to resolve it. In such event, the Policy Board shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the user agency in alleged non-compliance, within thirty (30) days.

23. Breach Procedure

Prior to the Policy Board issuing any reprimand, assessment of liquidated damages suspension or termination, notice will be provided to the designated party representative, either in person or by certified mail, as follows:

- (a) That a breach of the Agreement has occurred, and
- (b) The nature and extent of the breach, and
- (c) The intent of the Policy Board to consider taking action, and
- (d) A period of fourteen (14) days for the party to respond and, if desired, request a hearing before the Policy Board.

At the end of the fourteen (14) day response period given, the Policy Board, giving due consideration to the response, if any, provided by the party, shall either:

- (a) If requested by the party, schedule and conduct a hearing to provide an opportunity to the party to show cause why the reprimand, assessment of damages or suspension should not occur, or
- (b) Act on the breach.

Within ten (10) business days after the hearing or action, the Policy Board shall issue a written decision.

24. Liquidated Damages

The parties recognize that non-compliance with or breach of the provisions of this Agreement will cause a financial burden on the operations of the CCC and increase the costs to other users. To offset the resultant financial impact, liquidated damages may be assessed against the offending party/user. The liquidated damages are based on the estimated financial impact and do not constitute a penalty or fine.

It is recognized that the actual damages resulting from a specific instance of non-compliance or breach may be difficult to establish. The provisions in this Agreement for liquidated damages are deemed to be reasonable estimates of the financial consequences of potential non-compliance or breach. The Policy Board shall exercise judgment in determining the liquidated damages to be assessed in any given situation within the range of the liquidated damages provisions provided in this Agreement.

In the event that the Policy Board confirms a finding of non-compliance (breach), it may, by a *two-thirds* majority, assess liquidated damages, subject to the provisions of Section 23, for:

- (a) Failure of the City to comply with any term or condition of this Agreement, or of any policy or procedure established by the Policy Board.
- (b) Failure of a user agency to comply with the communications procedures and protocols established by the Policy Board. The remedy prescribed shall be appropriate and adequate to deter or eliminate recurrence of the problem.
- (c) Failure of a user agency to comply with its obligations under the terms and conditions of its agreement. The remedy prescribed shall be appropriate and adequate to deter or eliminate recurrence of the problem.

Any liquidated damages paid pursuant to this section shall be deposited in the CCC Fund.

25. Appeal of Imposed Liquidated Damages

A party may appeal the assessment of liquidated damages imposed by the Policy Board pursuant to Section 25 by invoking the provisions of Section 30 of this Agreement.

26. Substantive Breach by the City

The following sections of this Agreement shall be *substantive*, and a breach of any of the terms and conditions of any provision of any of these sections shall be a *substantive breach* subject to the remedies provided by this section:

Sections A, 1, 4, 7, 8, 9, 10(a), 10(b), 11 and 12.

In the event of a substantive breach of the terms and conditions of this Agreement by the City:

- (a) The Policy Board may take any or all of the following actions:
 - (1) Assess liquidated damages as appropriate to recover any costs or expenses proximately caused by the breach. These damages shall be paid to users in proportion to their incurred costs or expenses.
 - (2) Secure a legal order that the City strictly comply with the essential terms and conditions of this Agreement, in which event the City shall pay any and all legal expenses incurred by the Policy Board in pursuit of this remedy.

- (3) Determine that the contract shall be terminated under the termination provisions of this Agreement.
- (b) User shall have ninety (90) days to evaluate its interest in continuing as a party to this contract and, if it-so desires, give notice of its intent to terminate the contract without incurring the penalty for contract termination provided for by the terms of the Agreement.

27. Indemnification

Each party shall indemnify, defend and hold harmless the other parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying party's negligence or breach of its obligations under the Agreement. The indemnifying party's duty to indemnify shall not apply to liability caused by the negligence of the other parties, their officers and employees.

If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each party specifically assumes potential liability for actions brought by its own employees against any other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The parties recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

28. Savings Clause

If any provision of this Agreement is made invalid or unenforceable, such action shall not invalidate the entire agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

29. Modification of Agreement

This Agreement represents the entire agreement between the parties. No change, termination, or waiver of any provision shall be binding on any party unless executed in writing by authorized representatives of the parties.

30. Dispute Resolution by Binding Arbitration

In the event of a disagreement regarding the interpretation or application of this Agreement where the parties are unable, after good faith negotiations, to resolve the dispute, controversy or claim, they shall submit the issue to arbitration in conformance with the rules of the American Arbitration Association (AAA).

In the event of moving an issue to arbitration, the parties shall select a panel of three arbitrators in a timely manner. Each party may select one arbitrator for the panel. To choose the third arbitrator, who will serve as the chair of the panel and will issue the written decision on behalf of the panel, each of the parties shall submit to the other a list of the names of five (5) arbitrators for consideration. All of the five (5) arbitrators listed must be current AAA members. If the parties can not agree on the third arbitrator from either list, they will flip a coin to determine who is first to strike a name from the combined list of ten (10). After the winner of the coin toss strikes a name, the other party will then strike a name. The parties will then alternate turns at striking names until one name is left, which will be the name of the individual who will serve as arbitrator.

The decision of the arbitration panel shall be final and binding upon the parties.

Each party shall pay for the costs of the arbitrator they select. The costs of the third arbitrator and misc. costs shall be equally shared by the parties.

No prospective or actual costs of arbitration may be included in the CCC budget.

This Agreement is to be performed, interpreted and construed in accordance with the laws of the State of Washington.

31 Failure of Unanimity by Policy Board

If an issue before the Policy Board requires unanimous action of the Board members and the question fails by a single vote, the issue may be reintroduced under this provision.

The re-introduced issue shall be re-discussed and re-voted. If it again fails with the same member in opposition, the issue may be brought forward for the third time.

If a third vote comes forward within six (6) months of the previous two (2) votes and fails by the same member voting in opposition, the issue may be certified to binding arbitration by the affirmative vote of all of the board members but one. The arbitrator shall determine if the dissenting vote violates the purpose and intent of this Agreement as set forth in Part A.

32. Binder

The acceptance, approval and execution of this Agreement by the parties shall act to bind both of them to all of the terms and conditions herein,

This Agreement is made to assure the commitment and participation of both parties and reliance is placed by each party on participation and performance by the other party.

33. CHAPTER 39.34 RCW REQUIRED CLAUSES

- (a) Purpose. See Part A above.
- (b) Duration. See Section No. 20 above.
- (c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- (d) Responsibilities of the Parties. See provisions above.
- (e) Agreement to be Filed. This Agreement shall be filed with the Spokane County Auditor.
- (f) Financing. See Sections 11,12,13 and 14 above.
- (g) Termination. See Section No. 21 above.
- (h) Property upon Termination. See Section No. 3 above.

Combined Communication Center Agreement
(Signature Page 1 of 15)

OPR 2006-891

Dated on January 5, 2007 CITY OF SPOKANE

By: [Signature]
Deputy Mayor, Acting

Attest: [Signature]
City Clerk



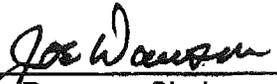
Approved as to form:

[Signature]
Assistant City Attorney

**Combined Communication Center Agreement
(Signature Page 2 of 15)**

OPR 2006-891

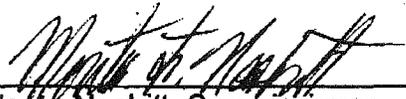
Spokane Valley Fire Department



Joe Dawson, Chairman
Board of Fire Commissioners



Bill Anderson, Commissioner



Monte Nesbitt, Commissioner



Ron Schmidt, Commissioner



Koby Hanson, Commissioner

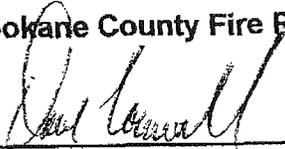
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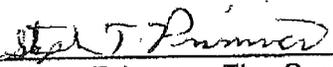
Mike Thompson
Fire Chief

12-5-06
Date

Spokane County Fire Protection District 2



Dave Cornwall, Chairman



Steve Primmer, Fire Commissioner

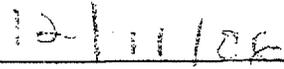


Brian Tiegs, Fire Commissioner

Attest:



District Secretary

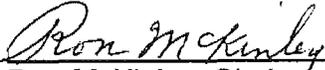


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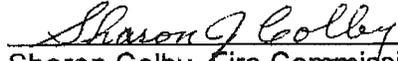
Combined Communication Center Agreement
(Signature Page 4 of 15)

OPR 2006-891

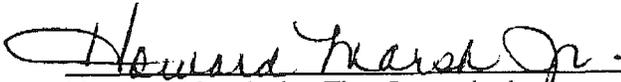
Spokane County Fire Protection District 3



Ron McKinley, Chairman



Sharon Colby, Fire Commissioner



Howard Marsh Jr., Fire Commissioner

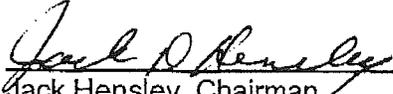
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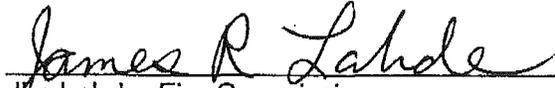
District Secretary

12/13/06
Date

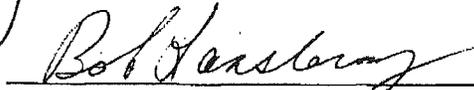
SPOKANE COUNTY FIRE PROTECTION DISTRICT 4



Jack Hensley, Chairman



Jim Lahde, Fire Commissioner



Bob Lansberry, Fire Commissioner

Attest:



District Secretary

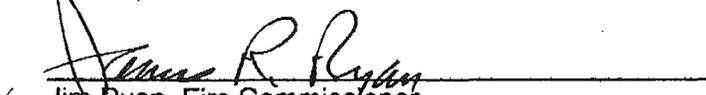
12-11-06
Date

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CITY CLERK'S OFFICE
SPOKANE, WA

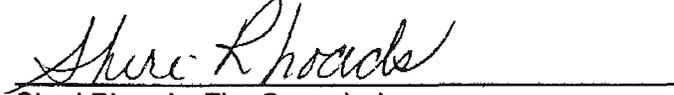
SPOKANE COUNTY FIRE PROTECTION DISTRICT 5



Greg Lucht, Chairman



Jim Ryan, Fire Commissioner



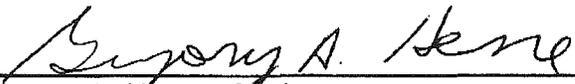
Sheri Rhoads, Fire Commissioner

Attest:


District Secretary

12/20/06
Date

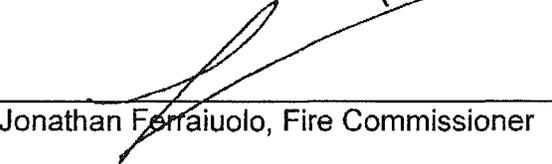
Spokane County Fire Protection District 8



Gregory A. Hesse, Chairman



Lee C. Boling, Fire Commissioner



Jonathan Ferraiuolo, Fire Commissioner

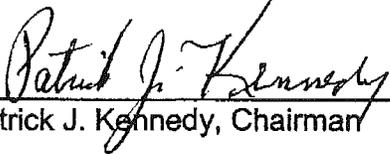
Attest:



William A. Walkup, Fire Chief / District Secretary

12/19/2006
Date

Spokane County Fire Protection District 9



Patrick J. Kennedy, Chairman

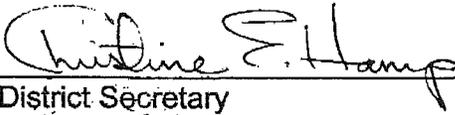


Donald E. Foster, Fire Commissioner



Robert E. Strasburg, Fire Commissioner

Attest:

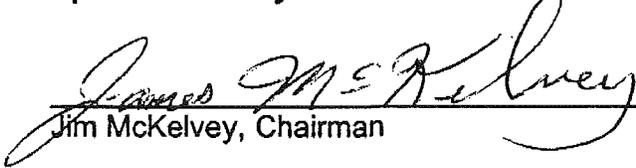


Christine E. Hamp
District Secretary

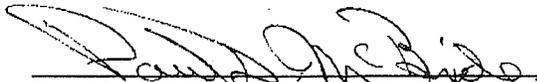
12/12/2006
Date



Spokane County Fire Protection District 10

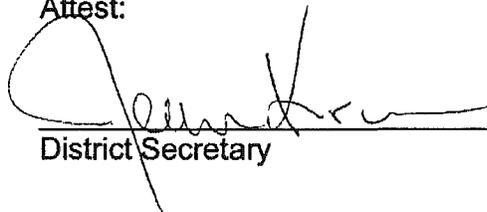

Jim McKelvey, Chairman


Dave Foxworth, Fire Commissioner


Paul McBride, Fire Commissioner


Nick Scharf, Fire Chief

Attest:


District Secretary


Date

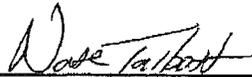
Spokane County Fire Protection District 11



Brian LaShaw, Chairman

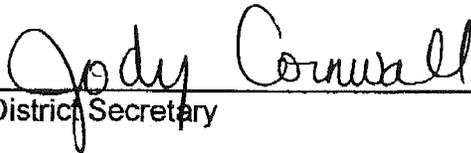


Dave Trejbal, Fire Commissioner



Nate Talbot, Fire Commissioner

Attest:

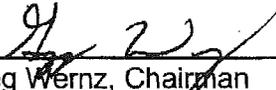


District Secretary

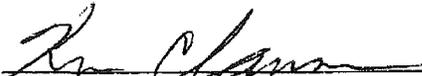
1/9/07

Date

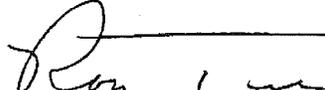
SPOKANE COUNTY FIRE PROTECTION DISTRICT 12



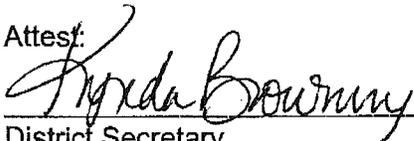
Greg Wernz, Chairman



Ken Clausen, Fire Commissioner



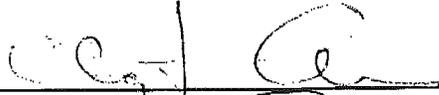
Ron Tee, Fire Commissioner

Attest:


District Secretary

12-18-06
Date

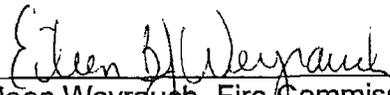
Spokane County Fire Protection District 13



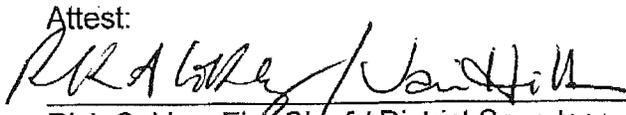
Clayton Andersen, Chairman



Robert Neu, Fire Commissioner



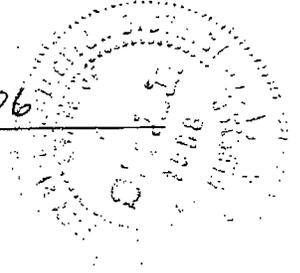
Eileen Weyrauch, Fire Commissioner

Attest:


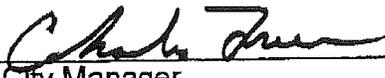
Rick Cokley, Fire Chief / District Secretary

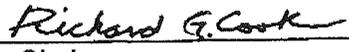
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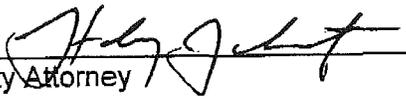


CITY OF AIRWAY HEIGHTS, WASHINGTON

By:  Dated: 12/21/06
City Manager

Attest: 
City Clerk

Approved as to form:


City Attorney

**Combined Communication Center Agreement
(Signature Page 14 of 15)**

OPR 2006-891

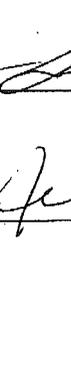
CITY OF CHENEY, WASHINGTON

By: 
Allan Gainer, Mayor

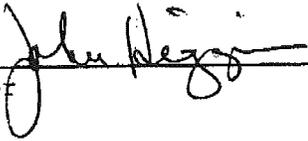
Dated: 12-12-06

Attest: 
City Clerk

Approved as to form:

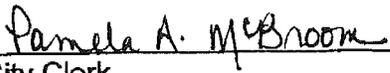

City Attorney

CITY OF MEDICAL LAKE, WASHINGTON



Mayor

Attest:



City Clerk

12/20/06

Date

Approved as to Form:



City Attorney

APPENDICES

APPENDIX A: OPERATIONAL CONCEPT

APPENDIX B: ALARM VOLUMES OF CONTRACT USERS FOR CY 1995

APPENDIX C: FORM OF AGREEMENT FOR CCC USERS

APPENDIX A

Operational Concept for Centralized Fire Services Dispatch and Communications

At the inception of this Agreement, the operational concept for the Spokane County fire services communications system, of which the CCC is an integral part, is as follows:

- **Dispatch Center**

The CCC will be located at the Spokane Fire Department Dispatch Center. All Spokane County fire services dispatch functions will be centralized at the CCC.

An emergency backup center will be located at its current location or at a location to be determined by the Policy Board.

- **Dispatch and Paging System**

All fire services paging required by user agencies will be done by the CCC. Paging will be digital paging utilizing the Spokane County system.

The City will conclude an interlocal agreement with Spokane County for digital paging on the Spokane County system, with the provision therein that fire services paging is Priority One.

Dispatch and paging system will be comprised of simulcast transmitters required to provide coverage to parties of the Agreement, with a check and control receiver that monitors and controls the transmitters.

Users will be responsible to provide their own receivers / digital readers and printers as deemed necessary for their facilities, apparatus and vehicles.

- **Primary Radio Channels/ Frequencies**

The CCC Policy Board is responsible for the approval and modification of the radio and paging system to be utilized. Said system will utilize, at the time of approval of this agreement, the following frequencies. Nothing in this agreement will prohibit the CCC Policy Board from expanding or reducing the number of radio channels/ frequencies as deemed necessary.

The following primary radio channels/ frequencies will be designated for two-way verbal communications with dispatch, to be utilized by the CCC and all users:

- (1) 154.190 MHz (107.2 MHz PL) - NORTH
License Holder: Spokane County Fire District 9
Location: Lookout Mountain
Voted Receivers: (153.875 MHz with 107.2 MHz PL) at Lookout Mtn.,
Five Mile, Deer Park, Nine Mile, Mt. Spokane, Backup Center, Fancher,
KREM, Krell and Whitworth
- (2) 154.295 MHz (114.8 MHz PL) STATUS
License Holder: Spokane County Fire District 1
Location: Krell Peak (Browns Mountain)
Voted Receivers: (154.070 MHz and 114.8 MHz PL) at Lower Mica Peak,
Lookout Mtn., Mt. Spokane, Gilbert, Nine Mile, and Booth
- (3) 154.250 MHz (131.8 MHz PL) SOUTH
License Holder: Spokane County Fire District 8
Location: Krell (Browns Mountain)
Voted Receivers: (153.770 MHz with 131.8 MHz PL) at Liberty Lake,
Booth Hill, Williams Lake, Lower Mica, SIA, Fancher, Nine Mile, Sunset,
Glenaire, and Gelbert
- (4) 154.280 MHz (107.2 MHz PL) SOUTHWEST
License Holder: Spokane County Fire District 3
Voted Receivers: (153.890 MHz with 107.2 MHz PL) at Williams Lake,
KREM Receiver Site, Booth Hill, Cheney, and Lookout Mtn.
- (5) 154.385 MHz (94.8 MHz PL) VALLEY PRIMARY
License Holder: Spokane County Fire District 1
Location: Modern Electric/ Pines and Broadway
Voted Receivers: (154.385 MHz with 94.8 MHz PL) at Liberty Lake,
Modern Electric and Fancher.
- (6) 154.340 MHz (203.5 MHz PL) ORANGE
License Holder: Spokane County Fire District 4
Voted Receivers: 154.145 MHz (203.5 MHz PL) at Krell, Mt. Spokane,
Five Mile, Booth, Gelbert, Lower Mica, Williams Lake, Fancher, Lookout
and Sunset.
- (7) 154.430 MHz (192.8 MHz PL) DISPATCH
License Holder: City of Spokane
Location: Krell (Main) – 33rd and Lamonte (Backup)

The FCC radio licenses for these channels/ frequencies shall be held by the License Holder shown above. The licenses will be maintained by Spokane County Radio Services on behalf of the CCC. The use of the channels/ frequencies shall be as designated by the CCC Policy Board.

All costs for the operation, maintenance or modification of the primary radio channels/ frequencies shall be included in the CCC expense budget.

Tactical Radio Channels/ Frequencies

The CCC Policy Board is responsible for the approval and modification of the radio and paging system to be utilized. Said system will utilize, at the time of approval of this Agreement, the following frequencies. Nothing in this Agreement will prohibit the CCC Policy Board from expanding or reducing the number of radio channels/frequencies as deemed necessary.

The following tactical radio channels/ frequencies shall be shared by the users as incident-assigned by the CCC.

- (1) Green: 154.220 MHz (127.3 MHZ PL)
License Holders: Spokane County Fire Dist. 8 & 9
Voted receivers at Five Mile and Browns Mtn.
- (2) Blue: 154.055 MHz (173.8 MHZ PL)
License Holder: Deer Park (city), Spangle (town)
Voted receivers at Five Mile and KREM.
- (3) Yellow: 154.340 MHz (179.9MHZ PL)
License Holder: Spokane County Fire District 9
Voted receivers at Five Mile and Lookout Mtn.
- (4) White: 154.010 MHz (186.2 MHZ PL)
License Holder: Spokane County Fire District 3
Voted receivers at Booth Hill and Williams Lake.
- (5) City Primary : 154.130 MHz (100.0MHZ PL)
License Holder: City of Spokane
- (6) City Medical : 154.160 MHz (131.8 MHZ PL)
License Holder: City of Spokane
Amber 154.175 MHz (186.2 MHZ PL)
License Holder: City of Spokane
Location: SFD Station 13
- (7) Red 153.830 MHz CSQ
License Holder: State of Washington
Location: Krell

The FCC radio licenses for these tactical channels/ frequencies shall be held by the License Holder shown above. The licenses will be maintained by Spokane County Radio Services on behalf of the CCC. The use of the channels/ frequencies shall be as designated by the CCC Policy Board. Operations, maintenance and modifications costs for the tactical channels/ frequencies that are a part of the CCC Board's approved radio plan shall be included in the CCC budget. The tactical channels are non-repeated channels but will have voted receivers as indicated to allow recording. There is no intent, however, that any or all of the tactical channels provide full geographic coverage of the county.

APPENDIX B

Alarm Volumes of CCC Users for CY 2005

Spokane County Fire District 1	9,201
Spokane County Fire District 2	109
Spokane County Fire District 3	988
Spokane County Fire District 4	1,873
Spokane County Fire District 5	65
Spokane County Fire District 8	1,019
Spokane County Fire District 9	2,657
Spokane County Fire District 10	813
Spokane County Fire District 11	76
Spokane County Fire District 12	30
Spokane County Fire District 13	68
City of Airway Heights	572
City of Cheney	915
City of Medical Lake	500
City of Spokane	<u>24,713</u>
TOTAL	43,599