

KITTCOM INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into by and between Kittitas County, the participating incorporated municipalities of Kittitas County, the participating Kittitas County Fire Protection Districts, and Kittitas County Hospital District Number 2, who are signators to this agreement. The effective date of this agreement is the 1st day of January 2004.

WITNESSETH:

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the parties to agree to the joint provision of communications services; and

WHEREAS, the parties hereto collectively operate an emergency communications facility for law enforcement, fire protection services, and/or ambulance services and have employed skilled personnel in connection therewith and have certain equipment used to perform such public safety services; and

WHEREAS, the parties and the residents of Kittitas County would continue to benefit both in terms of efficiency and public safety from a consolidated communications system providing service to Kittitas County, the Cities, the Fire Protection Districts and Hospital District Number 2 within the County.

NOW, THEREFORE, be it hereby agreed as follows:

1. CREATION:

A. There is hereby created a consolidated public safety communications center, a public agency hereinafter called "KITTCOM." The parties hereto each assign to such agency the responsibility for public safety communications for the purpose of communication and dispatching for public safety and emergencies in those participating incorporated and unincorporated areas of Kittitas County which are under jurisdiction of any party to this agreement. Such agency shall be and is hereby created as a separate legal entity as is authorized by RCW 39.34.030 (3)b.

B. The Finance Director of the City of Ellensburg will act as Treasurer of KITTCOM. There is hereby created and established a special pooled fund, to be administered by the Treasurer, which fund shall be known as the "KITTCOM Fund" into which shall be deposited all funds received for the account of this agency and from which shall be paid all proper claims as allowed by the Administrative Board in accordance with the provisions of RCW Chapter 36.22 and any other applicable statutes. All KITTCOM employees shall be paid on the City of Ellensburg's payroll as part of the City's function as Treasurer. KITTCOM shall provide to the City of Ellensburg an amount agreeable to KITTCOM and the City as compensation for the City's services to KITTCOM by the City Treasurer. KITTCOM employees are not employees of the City of Ellensburg.

C. KITTCOM shall be a separate entity answerable to the Administrative Board. It is separate from any existing emergency response agency for operational control. Any and all operational and/or procedural matters not otherwise delegated to the Director are to be decided upon by the Administrative Board.

2. SERVICES PROVIDED:

KITTCOM will provide the following services to its members:

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- A. Emergency dispatch services for participating law enforcement, fire districts and departments, and ambulance services.
- B. Information from the Washington State Patrol Law Enforcement Data Communications System to participating law enforcement agencies.
- C. An Emergency Operations Center which will coordinate local and/or county wide disaster response.
- D. An answering and dispatching service to assist members in responding to public safety emergencies and other calls for assistance.

3. ADMINISTRATIVE BOARD:

- A. There is hereby established an Administrative Board consisting of the following seven (7) members:

Elected Officials:

- 1. One Member of the Ellensburg City Council.
- 2. One Member of the Kittitas County Board of Commissioners.
- 3. The Sheriff of Kittitas County.
- 4. One Councilperson to be chosen by the City of Cle Elum.
- 5. One Commissioner to be chosen by Kittitas County Fire Districts 1,2,3,4,6,7 and 8.

For the jurisdictions listed in item five (5) above, one Fire District shall be entitled to have its representative serve on the Board for two calendar years on a rotational basis. A Fire District may waive its representation by either allowing the next Fire District in item five (5) to choose a representative, or by designating a Commissioner willing to serve from among the other jurisdictions listed in item five (5).

Appointed Officials:

- 1. The Ellensburg City Manager
- 2. The Administrator of Kittitas County Hospital District Number 2

- B. A quorum for the Administrative Board shall consist of any four (4) members. The Chairperson of the Board shall vote on all issues unless abstaining.

C. Each agency or group represented by a Board member, as provided above, shall designate an alternate for each Board member. The names of the Board member and alternate shall be sent to KITTCOM in writing to be filed, and shall be updated in writing by each board, council, or commission whenever the designees are changed, whose name shall be filed with KITTCOM, and who shall act as an alternate Board member and attend all of the Administrative Board meetings in lieu of the Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. The alternate shall have full powers to vote and act as a Board member at all such meetings that such alternate attends in lieu of the regularly designated Board member.

The members of the Administrative Board shall elect a chairperson of the Administrative Board who shall preside at all meetings of the Administrative Board. The members of the Administrative Board

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shall elect a Chairperson Pro Tem who shall preside at meetings of the Administrative Board when the Chairperson is absent.

The Director of KITTCOM or his/her designee shall act as Secretary of the Administrative Board.

The Administrative Board shall adopt, and when necessary amend, the definitional, operational, and procedural parameters and functions of KITTCOM.

D. The functions of the Administrative Board shall be as follows:

1. Budget formulation, approval and recommendation to the legislative bodies of the members of KITTCOM.
2. Development of operational priorities, policies and procedures for systems development, programming, operational and personnel policies, and equipment usage.
3. Review of the administrative policies of KITTCOM.
4. Establishment of policies for expenditures of budgeted items for KITTCOM.
5. Supervision, negotiation and approval of all union contracts and amendments to same.
6. Employment and/or termination and supervision of the Director of KITTCOM.
7. Approval of the Director's proposals for new equipment.
8. Approval of payment for all bills.
9. Contract for services such as legal, technical consulting, etc.

E. The Administrative Board may contract with non-member public and private organizations or agencies for emergency communications, alarm systems, and other communication services. Such organizations or agencies shall be charged a standard rate for these services as established annually by the Administrative Board.

F. No member of the Administrative Board shall be paid for his/her services thereon.

G. Each member of the Administrative Board shall have an equal vote in Administrative Board decisions. The Director of KITTCOM will not vote on any matters. Any member of the Administrative Board which pays 25 percent or more of the annual operating budget of KITTCOM shall have the right to veto any action of the Administrative Board.

4. TECHNICAL ADVISORY COMMITTEES:

Two technical advisory committees to the Administrative Board shall be formed, one for Police Services and one for Fire and Emergency Medical Services.

A. **POLICE TECHNICAL ADVISORY COMMITTEE.** The Police Technical Advisory Committee shall be comprised of the following members: the Kittitas County Sheriff and the Chiefs of Police of all member agency and contract agency jurisdictions. Each committee member shall designate an alternate member from his/her agency who shall attend the Technical Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as a Technical Advisory Committee member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by KITTCOM may be members of the Police Technical Advisory Committee.

B. **FIRE AND EMERGENCY MEDICAL SERVICES (EMS) TECHNICAL ADVISORY COMMITTEE.** The Fire and Emergency Medical Services Technical Advisory Committee shall be comprised of the

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following members: The Fire Chief from each fire service jurisdiction served by KITTCOM and a representative of Kittitas County Hospital District #2. Each committee member shall designate an alternate member from his/her agency who shall attend the Fire and EMS Technical Advisory Committee meeting at such times the duly designated committee member is not otherwise available to attend the meeting. The alternate committee member shall have full powers to vote and act as a Committee member at all meetings the alternate committee member attends in lieu of the regularly designated committee member. Only agencies served by KITTCOM may be members of the Fire and EMS Technical Advisory Committee.

C. Each Technical Advisory Committee, with the Director's consent, shall have the authority to initiate operational changes. All revisions to operational procedures are subject to review by the Administrative Board.

The Technical Advisory Committees shall be standing committees and shall meet at such time as the committees shall determine. Each committee shall select a Chairperson who shall conduct the meeting and assume other functions as the committees shall determine. The Chairperson of each Technical Advisory Committee shall also advise the Administrative Board at its regularly scheduled meetings of the needs of the operating departments served by KITTCOM. The Director or his/her designee will serve as secretary to the Technical Committees.

5. DIRECTOR:

A. There shall be a Director of KITTCOM appointed by the Administrative Board. The Director shall be selected on the basis of administrative and technical competence and experience.

B. The Director will be a confidential employee of KITTCOM and will be a part of management's bargaining team during union negotiations. The Director will also be responsible for administering any existing labor agreements covering KITTCOM personnel under his/her supervision.

C. The Director shall be responsible for administration, budget, personnel, dispatching, records, communications, and other Communications Center functions in conformance with the policies of the Administrative Board.

D. The Director shall have authority and responsibility to schedule, hire, train and discipline, up to and including termination, all KITTCOM personnel within the documented personnel policy guidelines established by the Administrative Board.

E. The Director, with the Administrative Board, shall prepare a proposed annual budget in a manner hereinafter described.

6. WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM REQUEST:

Because the Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as KITTCOM, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for such communication, the following is specifically agreed to:

KITTCOM shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be

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used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) and Chapter 314, Laws of 1977, First Ex. Sess., as now hereafter amended. KITTCOM shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.

7. FACILITIES:

KITTCOM shall operate and maintain Kittitas County's primary Public Safety Answering Point (PSAP) including the emergency telecommunications equipment, network and databases necessary to provide enhanced 9-1-1 service.

8. EQUIPMENT:

KITTCOM shall own and maintain all equipment procured for purposes of establishing and maintaining operations. This includes all office furniture as well as office, radio, data, telephone equipment, etc. KITTCOM shall own all future equipment acquired for expansion of operations including any remote radio equipment deemed necessary.

KITTCOM members shall be individually responsible for the provision of equipment for communicating with KITTCOM or between their personnel. Each member shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to KITTCOM's operations. Interconnecting equipment may or may not be included in KITTCOM's budget, as the Administrative Board shall determine. Each member shall be responsible for purchasing, maintaining, and repairing their own base, mobile, and portable communications equipment including pagers and computers.

9. RADIO FREQUENCY LICENSES:

KITTCOM shall be responsible for holding, maintaining and renewing all FCC Radio Frequency Licenses necessary for operations. Each KITTCOM Member shall transfer its existing public safety FCC Radio Frequency Licenses to KITTCOM. KITTCOM shall ensure all FCC Radio Frequency Licenses include authorization so each member agency can use KITTCOM's operational frequencies.

10. INSURANCE:

KITTCOM shall obtain and maintain liability insurance and replacement value insurance covering all equipment owned by KITTCOM. The insurance carriers, level of coverage, deductible, and other significant coverage issues, shall be as is agreeable to the majority of the Administrative Board. Each Board member shall be named as additional insureds on the liability coverage. KITTCOM shall additionally obtain and maintain other insurance policies as may be required by applicable law or majority vote of the parties hereto.

11. FINANCES:

A. BUDGET - The Director of KITTCOM, with the assistance of the Administrative Board, shall each year prepare a proposed work and project plan and a preliminary Budget of revenue and expenditures for the operation of KITTCOM for the next calendar year on or before the date of the first Administrative Board meeting in August. The Administrative Board shall approve the proposed KITTCOM Budget on or before the first Administrative Board meeting in November, and submit said Budget to each jurisdiction served by KITTCOM. The Administrative Board shall also submit to such

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bodies an explanation for the adopted KITTCOM Budget. Said Budget shall be consistent with the budgeting, accounting, and reporting system (State of Washington, Office of State Auditor) and City of Ellensburg budget procedures. Said Budget may be subject to amendment by the Administrative Board as to detail in accordance with City of Ellensburg budget procedures and laws.

B. **EQUIPMENT REPLACEMENT and CAPITAL IMPROVEMENT FUND** - KITTCOM's Budget will include an account entitled "Equipment Replacement and Capital Improvement Fund". Each year the Administrative Board will insure said Fund has adequate monies to replace or improve equipment which has failed or become unreliable. All interest income which is realized as a result of investing monies in said Fund will remain in the Fund. The Administrative Board may, by Resolution, expend funds in the Fund for capital improvements.

C. **ENHANCED 9-1-1 EQUIPMENT REPLACEMENT FUND** - KITTCOM's Budget will include an account entitled "Enhanced 9-1-1 Equipment Replacement". The Administrative Board must place funds into this Fund for the replacement of equipment eligible for Enhanced 9-1-1 grant funds per the applicable Washington Administrative Code (WAC). All interest income which is realized as a result of investing monies in the Fund will remain in the Fund. The Administrative Board may, by Resolution, expend funds in the Fund for equipment replacement.

D. **COST DISTRIBUTION** - In conjunction with the development of the annual budget, the Administrative Board will prepare a methodology, based on a formula, for the distribution of KITTCOM's operating costs to the parties to this agreement.

Costs will be distributed proportionally among KITTCOM's Members as determined by each Member's actual usage of KITTCOM services as evidenced by the number of radio (activity) logs generated by each member agency. Each year a total count shall be made to determine the number of radio (activity) logs each participating agency generated between July 1st of the year previous to the year in which the budget is being formulated and June 30th of the year in which the budget is being formulated.

E. **BILLING AND NON-PAYMENT** - Each party to this agreement shall be billed by December 1st for the following year. Quarterly payments are due on the first day of each quarter with the exception of the first quarter of the year which will be due February 1st. Payments not received by February 20th for the first quarter, April 25th for the second quarter, July 25th for the third quarter, and October 25th for the fourth quarter will be considered delinquent, and in that event, the Administrative Board by majority vote shall have authority to terminate all services to such member and all participation of such member to the functions of KITTCOM. The Administrative Board will then redistribute the costs to the remaining members.

F. **OTHER FUNDING** - KITTCOM may accept gifts, grants, or loans of money, equipment, or services from any lawful source. KITTCOM shall also cooperate in all ways with local, state, and federal government agencies and any private funding sources to maximize the use of grants or gifts for equipment and operations.

12. DURATION AND TERMINATION:

Except as otherwise specifically provided herein, any party to this agreement may withdraw from KITTCOM upon at least one (1) year's written notice to the Administrative Board. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year.

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This agreement shall continue until the parties hereto unanimously agree to dissolve KITTCOM. All equipment purchased or acquired by KITTCOM and used in common for KITTCOM purposes shall be retained by KITTCOM upon the withdrawal of any party to this agreement. Provided, however, if this agreement is terminated and KITTCOM dissolved, the Administrative Board shall determine the disposition of any equipment and assets of KITTCOM. FCC licenses held by KITTCOM shall be transferred to former member agencies. Said disposition of assets or proceeds of assets shall be on a prorata basis determined by percentage of contribution toward acquisition, upkeep, modification, and other substantial direct costs incurred.

13. TECHNICAL EXPERTISE:

KITTCOM may provide to the Administrative Board or any party to this agreement any technical expertise as may be required for proper operations of their systems and for procurement of their communications equipment and otherwise in furtherance of the purposes of KITTCOM.

14. TERMINATION OF OTHER AGREEMENTS:

Upon operational functioning of KITTCOM, any contracts for communications services between user members and other parties to this agreement shall terminate.

15. ADMISSION OF NEW PARTIES:

Additional public safety entities that are not signatories to this Agreement prior to the initial funding period may be added to this Agreement upon such terms and conditions as agreed upon by the parties to this Agreement. The admission of such additional parties shall be by written addendum to this Agreement, signed by a majority of the parties at that time and the additional parties. However, any member of KITTCOM which pays more than 25% of the annual operating budget may veto the admission of a new party.

16. ENHANCED 911 EMERGENCY TELEPHONE SYSTEM:

With the cooperation of the telephone companies, the Administrative Board shall approve the continuing administration of the County wide Enhanced 911 Emergency Telephone System insofar as practical for use within the area served by KITTCOM. The Director, under direction of the Administrative Board, shall administer the county wide Enhanced 911 Telephone System as an operational function of KITTCOM in accordance with Referendum 42. All costs of the operation and administration of the E9-1-1 system shall be paid with dedicated Enhanced 9-1-1 tax revenues or State E9-1-1 funds.

17. AMENDMENTS:

This Agreement may be amended at any time by the majority action of the Administrative Board and ratified by a majority of the legislative bodies of all parties to this agreement. However, any member of KITTCOM which pays more than 25% of the annual operating budget may veto the proposed amendment.

18. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be

given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

19. FILING:

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force with the City Clerks of the participating cities, the County Auditor, the Secretary of the State, and any other entities as required by law.

20. EXECUTION OF AGREEMENT:

Each party to this agreement may bind itself with all other parties to this agreement to form KITTCOM by signing a duplicate original of this agreement and submitting such signed duplicate original to KITTCOM. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of the agreement and to avoid undue delay in the execution of the agreement. This agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.

21. ARBITRATION:

If KITTCOM is unable to negotiate acceptable service fees for services from the City of Ellensburg, these issues may then be submitted to arbitration. The parties shall appoint an arbitrator to resolve the issue(s). After hearing evidence from both parties, the arbitrator will determine the appropriate fees or lease payments. The decision of the arbitrator is final. The parties shall split the cost of the arbitrator's fees. Any other costs of arbitration will be paid by the party incurring the same.

22. INDEMNITY AGREEMENT:

Each party to this Agreement agrees to hold harmless and indemnify the other parties to this Agreement for loss or damage of any nature arising from provision of law enforcement, fire, medical aid services and/or equipment by each party's employees or agents in aid of any other party. This provision is consistent with RCW 10.93.040 and is intended as clarification. Specifically, action under the direction and control of a party to this Agreement shall be interpreted solely as direct control of actions by the party receiving the aid. Otherwise the primary commissioning agency remains liable or responsible for the actions of its employees or agents.

Approved by the Cle Elum City Council on this 9 day of December 2003.

Jan Bault
Mayor

Tom Fields
ATTEST: City Clerk

Chris Anderson
Approved as to form: City Attorney