

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

IN RE: INTERGOVERNMENTAL AGREEMENT )  
FOR ) RESOLUTION NO. 95-340  
COMMUNICATIONS SERVICES )

WHEREAS, as of April 17, 1995, the Lewis County Communications Center was made a division of the Department of Administrative Services by Resolution 95-235; and,

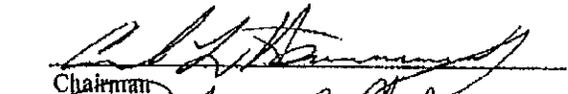
WHEREAS, the Lewis County Commissioners feel that it would be advantageous to replace the current Dispatch Services Agreements with an Intergovernmental Agreement; and,

WHEREAS, said Intergovernmental Agreement provides for a Law Enforcement Management Team to formulate policies and procedures that relate to (1) Priorities, (2) Standards of personnel and (3) Policy governing equipment used to process criminal history record information;

NOW, THEREFORE BE IT RESOLVED that the Intergovernmental Agreement for Communications Services entered into and between Lewis County and the Lewis County Sheriff, the City of Chehalis, the City of Centralia, the City of Morton, the City of Mossyrock, the City of Napavine, the Town of Pe Ell, the City of Toledo, the City of Vader, the City of Winlock and Lewis County Fire Protection Districts who are signatories to the Agreement be adopted.

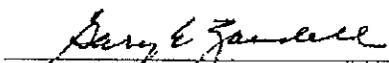
DONE IN OPEN SESSION this 5th day of June, 1995.

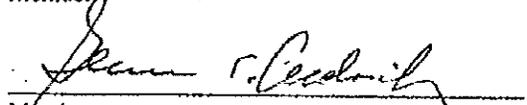
BOARD OF LEWIS COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON

  
Chairman

  
Member

ATTEST:

  
County Auditor & ex-officio  
Clerk of the Board

  
Member

Signed by Chehalis  
6-19-98

## 1995 INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES

THIS AGREEMENT, made and entered into by and between LEWIS COUNTY, the LEWIS COUNTY SHERIFF, the CITY OF CHEHALIS, the CITY OF CENTRALIA, the CITY OF MORTON, the CITY OF MOSSYROCK, the CITY OF NAPAVINE, the TOWN OF PE ELL, the CITY OF TOLEDO, the CITY OF VADER, the CITY OF WINLOCK, and LEWIS COUNTY FIRE PROTECTION DISTRICTS who are signatories to the Agreement.

WHEREAS, the parties and the residents of Lewis County would benefit both in terms of efficiency and economy from a consolidated communications system providing service to Lewis County and the cities and fire protection districts within Lewis County; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the parties to agree to the contract for provision of communication services; and

WHEREAS, it would be more efficient to provide said consolidated communication services through an existing governmental structure rather than creating a new entity for the sole purpose of providing communication services; and

WHEREAS, Lewis County is an existing governmental structure encompassing the entire geographic, economic, and population region to be served and has established a Communications Center with the capability of providing consolidated communication services to the parties.

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** It is the purpose of this Agreement to provide consolidated communications services for the parties hereby benefiting them in terms of efficiency and economy.
2. **Definitions.** As used in this Agreement the words and phrases in this section shall have the meanings indicated unless the context clearly requires otherwise.
  - A. "Communication services" shall include 24 hour per day dispatch for law enforcement, fire services and medical services, or any other communication service under this agreement.
  - B. "County" shall mean Lewis County.
  - C. "Center" shall mean the Lewis County Communications Center.
  - D. "BOCC" shall mean the Lewis County Board of County Commissioners

E. "Member Agencies" are the following agencies of parties to this Agreement which receive communication services:

(1) Law enforcement member agencies

Lewis County Sheriff's Office  
Centralia Police Department  
Police Services Div. of Chehalis Police and Fire Services Dept.  
Morton Police Department  
Mossyrock Police Department  
Napavine Police Department  
Pe Ell Police Department  
Toledo Police Department  
Vader Police Department  
Winlock Police Department

(2) Fire service member agencies

Centralia Fire Department  
Fire Services Div. of Chehalis Police and Fire Services Dept.  
All Fire Protection Districts which are parties to this Agreement

(3) Lewis County Division of Emergency Management

F. "Non-Member Agency" shall be any entity which is not a member agency but which receive communication services.

3. Provisions of Communications Services.

A. The County, through the Communications Center, shall be responsible for providing communications services pursuant to this Agreement. The Center is operated as a division of the Administrative Services Department. Except as otherwise agreed to, Central Services of Lewis County shall retain exclusive authority and control over computers, software, and support services thereto, in accordance with statute.

B. The County, through the BOCC, may contract with member and non-member agencies to provide communications services by the Center.

4. Personnel. All personnel shall be employees of the County subject to all rules and regulations regarding said employees, and to any appropriate collective bargaining agreement, and subject to this agreement where applicable.

5. **Committees**

A. There is hereby established Committees consisting of the following members or their designee:

Law Enforcement Management Team

- (1) The Lewis County Sheriff
- (2) The Chief of Police of Centralia
- (3) The Chief of Police and Fire Services of Chehalis
- (4) One chief law enforcement officer representing the smaller Cities and Towns

Fire Service Committee Members

- (5) The Fire Chief of Centralia
- (6) The Chief of Police and Fire Services of Chehalis
- (7) One representative of the Lewis County Fire Chiefs Association who is a fire chief, employee, or volunteer of a fire protection district which is a party to this Agreement to be selected by said Association
- (8) One representative of the Lewis County Fire Commissioners Association which is a party to this Agreement to be selected by said Association.

Non-Voting Members

- (9) The Manager of Lewis County Emergency Management Division
- (10) Representative of the non-member agencies appointed by the Director of Administrative Services
- (11) The Manager of Communications Center, who shall be chairperson.

B. The responsibilities of the Committees shall be as follows:

(1) Law Enforcement Management Team

- a. Law Enforcement members 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 used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 RCW. The law enforcement agency members of the Management Team shall establish all necessary rules and regulations governing:

- (1) Priorities.
- (2) Standards for the selection, supervision, and termination of personnel not in conflict with or pre-empted by personnel policies and collective bargaining agreements of Lewis County.
- (3) Policy governing the operation of computers, circuits, and telecommunications terminals used to process criminal history record information, not in conflict with Central Services authority for Lewis County and, vendor or service agreements binding Lewis County thereupon.

b. Review and revise when necessary, law enforcement dispatch/radio procedures.

c. Review and revise when necessary, personnel policies not in conflict with or pre-empted by personnel policies and collective bargaining agreements of Lewis County personnel.

**(2) Fire Service Members**

Review and recommend fire and EMS dispatch/radio procedures.

**(3) All Members**

a. Budget recommendations submitted to the Manager of the Communications Center for incorporation into the County budget.

b. Recommend acquisition of new equipment.

c. Review and recommend changing the funding formula as necessary to assure fair and equitable funding of the Center.

d. Review and recommend operating procedures other than those specified in section 5.B.(1) Law Enforcement for the Center.

e. Provide an annual performance appraisal of the Center.

(4) Any action by the Committees requires a majority vote of the members.

6. **Services.** The Center agrees to perform the following dispatch services for Member Agency:

A. Twenty-four (24)-hour per day answering of telephone circuits terminating at the Center and of radio requests incoming on the frequencies agreed by the parties to be appropriate.

B. Determination of the nature of each incident and dispatching a proper response in accordance with operating procedures.

C. Keeping track of the status of active Member Agency units and providing response to radio and telephone requests with respect to each incident.

D. Providing a log of incoming calls, with verification of time of receipt, dispatch, and arrival to provide a means to verify the events and time span involved with each incident. Upon request, Member Agency shall be provided abstracts of the log pertaining to individual incidents, which abstracts will be provided in a format which will be compatible to the Public Safety computers owned and used by Member Agency. Member Agency shall have access to the Center's geofiles, MSAG, and Business Directory at all reasonable times during the term of this Agreement.

E. Acting as an interface between Member Agency units, fire departments, emergency services, public services department, and law enforcement agencies.

F. Assist in summoning private sector aid where needed.

G. The Center shall retain all books, records, documents, and other material relevant to this contract for ninety (90) days after each dispatching incident. The Member Agency shall have full access and right to examine any record for verification of financial accuracy of this Agreement at all reasonable times during said period.

7. **Confidentiality.** Member Agency shall have the right to continue monitoring 911 calls, subject to the requirements set forth in the hold harmless agreement adopted by Resolution No. 89-110 of the Lewis County Board of Commissioners dated April 6, 1989. Each party hereto, its employees, subcontractors, and their employees, shall maintain the confidentiality of all information provided by the Center or acquired by Member Agency in the performance of this Agreement, except upon the prior written consent of the parties or court order or a subpoena issued pursuant to the applicable court of administrator agency rule out of such court or agency having competent jurisdiction over the county or the user.

8. **Equipment.** Each party shall be responsible for purchasing, maintaining and repairing its own mobile and portable radio equipment, and retains all rights to such

equipment. All assets purchased by the Communications Center will be held in the name of Lewis County and used for Communications Center purposes.

9. **Dissolution.** This Agreement may be dissolved by the withdrawal of Lewis County or by agreement of 2/3 of the governing bodies of the law enforcement parties and 2/3 of the governing bodies of the fire service parties. As an example, the City of Centralia would have one vote as a law enforcement party and one vote as a fire service party. Upon dissolution of this Agreement, assets owned by the County at the time of dissolution of the Agreement and deemed surplus by the County may be purchased by a party to this Agreement at a value as determined by the BOCC. In the event dissolution is brought about solely through withdrawal by the County, the value of assets acquired by joint funds shall be distributed to the parties proportionate to participation at the then depreciated value. Property not sold in the foregoing manner shall be disposed of in the same manner as and other County property: PROVIDED, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant.

10. **Funding.**

A. Funding for the Center will be provided through 9-1-1 taxes, grants, non-member agency service fees, with the balance of the required revenue being derived from the parties through a funding formula. Any funding formula shall establish a fair and equitable contribution for each party and member agency. The funding formula for 1996 and beyond shall be established according to Section 10.B.(1). Each party shall pay its share of the budget to the Center in equal installments payable within 30 days from the beginning of each quarter.

B. The funding formula may be amended to assure fair and equitable funding of the system by all parties and member agencies as follows:

(1) The BOCC may amend the funding formula. Prior to taking action on the proposed amendment to the funding formula all parties and member agencies:

- a. shall be provided with copies of the proposal
- b. shall be given an opportunity to submit comments
- c. the BOCC may hold a hearing on the proposal prior to adoption

(2) Any change to the funding formula will be effective on the following January 1 and must be approved prior to August 1 of the previous year.

11. **Admission of New Parties.** Additional parties may be added to this Agreement upon such terms and conditions as determined by the BOCC. The admission of such additional parties shall be by written addendum to this Agreement.

12. **Amendments.**

A. Amendments to this Agreement may be made by written agreement of 2/3 parties hereto.

B. Amendments to Section 5.B.(1) of this Agreement may be made only for requirements of Chapter 10.97 RCW and/or NCIC guidelines.

13. **Arbitration.** Any controversy between the parties in regard to the application or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

14. **Indemnification.** Lewis County shall indemnify and hold harmless the member and non-member agencies, their employees and representatives from any and all claims and actions, including expenses, reasonable attorney's fees and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the County's elected and appointed officials, employees and volunteers as such acts relate to the delivery of communications services to the extent of liability coverage. Member and non-member agencies shall indemnify and hold harmless the County, its elected and appointed officials, employees and volunteers from any and all claims and actions, including expenses, reasonable attorney's fees and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the employees or any other representative of the member and non-member agencies, as such acts relate to providing services which the member and non-member agencies are obliged or expected to provide.

15. **Liability Coverage.** Liability coverage shall be provided by Lewis County and the member and non-member agencies through self insurance and commercial insurance policies, and provide as a minimum the usual protection of general liability, civil rights liability, auto and errors and omissions. Such coverage shall be occurrence or claims made based and provide a minimum of \$1,000,000 per occurrence. The expense for coverage for the Center shall be a part of the operating costs of the Center.

16. **Notice.** Except as set forth elsewhere in this Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Member Agency to the Director of Administrative Services. Notice to the Member Agency for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the United States mail, first class, postage prepaid.

17. **Severability.** If any term or condition of this contract or the application thereof to any person or persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

18. **Termination of Other Communication Agreements.** Upon the effective date of this Agreement, all contracts for communication services between Lewis County and any

of the parties to this Agreement shall terminate, except for the funding provision survive until modified by Section 10 (Funding).

19. **Duration of Agreement.** This Agreement shall commence July 1, 1995 and end December 31, 1996 and, unless terminated or modified, it shall continue in effect for subsequent terms of one year: PROVIDED, any party may withdraw from this Agreement by giving written notice to all parties and the BOCC prior to August 1 of the then current term of its intent to withdraw at the close of such term. A withdrawing party shall remain liable for any damages incurred by the Center outside of or beyond the County's general liability coverage which occurred during the time the withdrawing party was a party. The withdrawal of any party shall not require dissolution of this Agreement. PROVIDED FURTHER, that failure of any party to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any party adversely affected by such breach upon giving 30 days written notice of intent to BOCC.

Attest:

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Mary E. Zandell  
Mary E. Zandell

Auditor of Lewis County  
by Betty Elder, Deputy Auditor

Approved as to form:

Eugene Butler

Eugene Butler  
Chief Civil Deputy

R. L. Hammond  
Chairman

Richard A. Maha  
Member

Don S. Anderson  
Member

Recommended for adoption:

Charles Coddington

Charles Coddington  
Director, Administrative Services

1995 INTERGOVERNMENTAL  
AGREEMENT FOR  
COMMUNICATIONS SERVICES

City of Chehalis, Washington  
a municipal corporation

David M. Campbell 6-19-98  
Signature of Mayor/City manager

Andy Campbell  
Signature of Police Chief

John Nakola  
Attested by Clerk-Treasurer

5-27-98  
Date

AGENCY ADDRESS:

City of Chehalis  
Mayor Robert Spahr  
PO Box 871  
Chehalis WA 98532