

RESOLUTION NO. 03-2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT FOR LEWIS COUNTY COMMUNICATIONS
OPERATION, MAINTENANCE AND PARTICIPATION**


WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Lewis County, the City of Chehalis and other partnering entities have an interest in a comprehensive management plan for Lewis County communications; and

WHEREAS, this interlocal agreement between Lewis County 911 Communications and the response community reflects positive change to and a starting point to meet future challenges and discover innovative ways to deliver efficient, effective, safe and affordable public safety services to the community; and

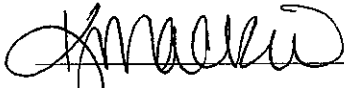
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chehalis the City Manager is authorized to execute the interlocal agreement with Lewis County 911 Communications Center and other participating entities as described and attached hereto as Exhibit A.

lph **PASSED** by the City Council of Chehalis, Washington, and approved by its Mayor this day of March 2024.




Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

INTERLOCAL AGREEMENT

(ILA)

for

LEWIS COUNTY COMMUNICATIONS

OPERATION, MAINTENANCE AND PARTICIPATION

*The ILA outlines a comprehensive management plan
based on goals and strategic planning*

Effective Date of Agreement:

January 1, 2024 – June 30, 2024

Distribution List

Plan Agency	Staff Title
Lewis County BOCC	Commissioner Chair
Lewis County Sheriff's Office	Sheriff
Lewis County Coroner's Office	Coroner
Centralia, City of	Centralia City Manager
Centralia Police Department	Centralia Police Department Chief
Chehalis, City of	Chehalis City Manager
Chehalis Police Department	Chehalis Police Department Chief
Chehalis Fire Department	Chehalis Fire Chief
Napavine, City of	Napavine Mayor
Napavine Police Department	Napavine Police Department Chief
Pe Ell, Town of	Pe Ell Mayor
Pe Ell Marshal's Office	Pe Ell Marshal
Winlock, City of	Winlock Mayor
Winlock Police Department	Winlock Police Department Chief
Vader, City of	Vader Mayor
Vader Police Department	Vader Police Department Chief
Toledo, City of	Toledo Mayor
Mossyrock, City of	Mossyrock Mayor
Mossyrock Police Department	Mossyrock Police Department Chief
Morton, City of	Morton Mayor
Morton Police Department	Morton Police Department Chief
LCFD # 1 - Onalaska	LCFD # 1 – Onalaska, Commissioner
LCFD # 1 - Onalaska	LCFD # 1 – Onalaska, Chief
LCFD # 2 – Toledo	LCFD # 2 – Toledo, Commissioner
LCFD # 2 – Toledo	LCFD # 2 – Toledo, Chief
LCFD # 3 – Mossyrock	LCFD # 3 – Mossyrock, Commissioner
LCFD # 3 – Mossyrock	LCFD # 3 – Mossyrock, Chief
LCFD # 4 – Morton	LCFD # 4 – Morton, Commissioner
LCFD # 4 – Morton	LCFD # 4 – Morton, Chief
LCFD # 5 – Napavine	LCFD # 5 – Napavine, Commissioner
LCFD # 5 – Napavine	LCFD # 5 – Napavine, Chief
LCFD # 6 – Chehalis	LCFD # 6 – Chehalis, Commissioner
LCFD # 6 – Chehalis	LCFD # 6 – Chehalis, Chief
LCFD # 8 – Salkum	LCFD # 8 – Salkum, Commissioner
LCFD # 8 – Salkum	LCFD # 8 – Salkum, Chief
LCFD # 9 – Mineral	LCFD # 9 – Mineral, Commissioner
LCFD # 9 – Mineral	LCFD # 9 – Mineral, Chief
LCFD # 10 – Packwood	LCFD # 10 – Packwood, Commissioner
LCFD # 10 – Packwood	LCFD # 10 – Packwood, Chief
LCFD # 11 – Pe Ell	LCFD # 11 – Pe Ell, Commissioner

Plan Agency	Staff Title
LCFD # 11 – Pe Ell	LCFD # 11 – Pe Ell, Chief
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Commissioner
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Chief
LCFD # 14 – Randle	LCFD # 14 – Randle, Commissioner
LCFD # 14 – Randle	LCFD # 14 – Randle, Chief
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Commissioner
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Chief
LCFD # 16 – Doty	LCFD # 16 – Doty, Commissioner
LCFD # 16 – Doty	LCFD # 16 – Doty, Chief
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Commissioner
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Chief
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Commissioner
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Chief
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Commissioner
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Chief
Riverside Fire Authority	Riverside Fire Authority, Commissioner
Riverside Fire Authority	Riverside Fire Authority, Chief
American Medical Response (AMR)	American Medical Response (AMR), Director
Medic One (South County EMS)	Medic One (South County EMS), Director
Lewis County Public Works	Lewis County Public Works, Director
Lewis County Radio Services	Lewis County Radio Services, Manager

Executive Summary

Over the last 40 years, the Lewis County public safety service – including law enforcement, fire service, emergency medical services and dispatch – has undergone several evolutionary changes. As our community has grown, so have the demands, challenges, and expectations for public safety services across all disciplines.

This interlocal agreement (ILA) between the Lewis County 911 Communications Center and the response community reflects positive change. It's about a stated public service mission, partnerships, an effective process, and teamwork. It is also about defining where we have been in the past, where we are today and where we need to be in the future. It's a starting point to work together to meet future challenges and discover innovative ways to deliver efficient, effective, safe, and affordable public safety service to our community.

Prior to the early 1980s, most response agencies did their own dispatching. With growing demands and complexity of receiving/dispatching calls for service, there was a big push to consolidate the county and city law enforcement and a few of the fire districts. They joined together to create a single "Public Safety Access Point" now referred to as a "PSAP."

By the mid-1980s, all the fire districts were successfully joined with the law enforcement agencies into the current PSAP partnership. An interlocal agreement among the partners was developed to help guide and define the delivery of services, establish the costs, and adopt a fee formula for the PSAP operation.

TABLE OF CONTENTS

Distribution List	ii-iii
Executive Summary	iv
Table of Contents	v-viii
I. Purpose	1
II. Scope	1
III. Concept of Operations	1-3
IV. Identification of Partners of this Agreement	3-4
(A) Lewis County Board of County Commissioners	3
(B) City Representation & Sheriff’s Office (Law Group)	3
(C) Fire Services Group (Fire Districts & Municipal Fire Departments)	3-4
(D) Emergency Medical Services Group	4
(E) Other Partner Agencies Group (non-voting User Group)	4
V. Administrative Structure	4-6
(A) Lewis County BOCC	4-5
(B) 911 Director	5
(C) Lewis County Communications Center (LCCC)	5
(D) Combined User Committee	5
(E) Partner Agencies	5
Consolidated Communications Administration Flowchart	6
VI. Responsibilities	7-13
(A) Lewis County BOCC	7
(B) 911 Director	7-8
(C) Intentionally Omitted	9
(D) Lewis County Communications Center – General Services	9-10
(E) Combined User Committee	10-12
a) Law Enforcement Management Team	11-12
b) Fire Services Management Team	12
(F) Partner Agencies	12-13
(G) Equipment	13
1. Mobile-Portable Agency Specific Equipment	13
2. Exclusive Partner Agency Equipment	13
3. County Equipment	13
VII. Combined User Committee	13-15
(A) Membership	14
(B) Chair, Vice Chair	14
(C) Agenda and Notices	14

(D) Meetings	14
(E) Voting	14
A. Voting Members	14-15
1. Law Enforcement Management Team	14
2. Fire Services Management Team	14-15
B. Non-voting Members	15
C. Electronic Voting	15
D. List of Voting Members	15
E. Tie Votes	15

VIII. Financing the LCCC & Communications Infrastructure 15-19

(A) Program Costs	15-16
Communications Program Full Strategic Planning Cost-Sharing Timetable ..	17
(B) General LCCC Costs	17-19
1. Maintenance & Operation Costs of the LCCC	17-18
a. Operating Costs	17
b. Administrative Costs	18
2. Maintenance & Support for Infrastructure	18
3. Equipment Repair & Replacement for LCCC Equipment	18-19
4. Equipment Repair & Replacement for Infrastructure Equipment	19
5. Building and Equipment Fund	19
6. Fund Balance	19

IX. Establishing an Annual Budget 20-21

(A) Annual Budget Preparation	20
1. Budget Committee	20
2. “Draft” LCCC Operating Budget	20
3. “Preliminary” Budget	20
4. Combined User Committee Review	20
5. Adjustments to the Combined User Agency Funding Formula	20
(B) Revenue	20-21
(C) Expenses	21
(D) Division of Costs	21
(E) Biannual Budget	21

X. County Budget Process 21-22

(A) User Request	21-22
(B) Budget Submission	22
(C) County Adoption	22
(D) Budget Changes	22
(E) Changes to Preliminary User Fees	22

XI. Billing Partner Agencies 22-23

XII. Partner Agency Withdrawals – Procedures	23-24
(A) Withdrawal of a Partner Agency Other Than the County	23
1. Required Notice to Withdraw From Agreement	23
2. Partner Agency Rights after Notice of Intent to Withdraw	24
(B) Termination of Partner Agency	24
1. Failure to Remit Fees or Repeated Policy Violations	24
a. 911 Director	24
b. Combined User Committee	24
c. Lewis County BOCC	24
2. Obligations and Rights upon Termination	24
XIII. Dissolution of LCCC & ILA	25
1. County Withdrawal from Agreement	25
XIV. Confidentiality	25
XV. Mediation and/or Arbitration	25
XVI. Indemnification	26
XVII. Liability Coverage	26
XVIII. Notice	26
XIX. Severability	26
XX. Termination of Other Communication Agreements	27
XXI. Duration of Agreement	27
XXII. Alterations and Amendments	27
XXIII. Ownership of Facilities	27
XXIV. Filing of Agreement	27
XXV. Execution of Counterparts	27
ATTACHMENTS:	
Approvals and Concurrences	28-29
Attachment A – Communications Fee Distribution	30
Attachment B – Annual Budget Report 2012 – 2018	31
Attachment C – Funding Formula	32-33
Attachment D – Equipment Amortization Schedule	34

Attachment E – Forms	35-42
Incident Inquiry Form	36
Formal Complaint Form	37
Flowchart – Incident Inquiry & Formal Complaint Flowcharts	38
Outstanding Performance Recognition – Form	39-40
Lewis County Communications Center Annual Performance Appraisal Form	41
Attachment F – Communications User Group Meeting Agenda Draft	42
Attachment G – Intentionally Omitted	43
Attachment H – Acronyms and Definitions	44-46
Attachment I – Lewis County Radio Sites	47-48

I. Purpose

To define a general scope of services, develop a concept of operations, identify partner agencies to include their duties, roles, responsibilities, and authorities, and outline the financial and budget process. The ILA also provides for participation in updates and changes along with laying the groundwork for the development of a strategic plan that addresses operations, infrastructure, and monetary issues in the future.

II. Scope

Partner agencies acknowledge it is essential to work together regularly and encourage a spirit of open communications in an effort to develop a service product--and costs thereof--that take into consideration the greater good, the needs of all partner agencies, and the financial limitations of the group as a whole.

Based on past practices, this contract outlines the Lewis County Communications Center (LCCC) and Infrastructure partnerships, management structure, user committee roles and responsibilities, and budget and formulas for establishing user fees.

As previous contracts for services only addressed costs for the annual LCCC operating budget, it is the goal of this service contract to develop a plan for sharing expenses for establishing an Equipment Repair & Replacement (ER&R) fund to guide savings for replacement of the Communications Center and infrastructure equipment as it ages. It is also desirable to reach an agreement to provide for maintenance and support of the external infrastructure that is not currently shared by the user fees. It is also desirable to establish a building and equipment account to secure funds for a new Communications Center facility. See Section VIII. Financing the LCCC and Communications Infrastructure.

III. Concept of Operations

In order to accomplish these purposes, it is the intent of this agreement to provide for the following:

1. The general responsibility for the ownership, operation, maintenance, repair, replacement, training, and financial management of the Lewis County Communications Center (LCCC) shall be vested with the Lewis County Board of County Commissioners (BOCC). It 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.
2. The LCCC shall be positioned within county government and administered by a 911 Director appointed by the BOCC. The LCCC's duties and responsibilities of the

Director shall be as provided herein (see page 4). The 911 Director shall be an employee of the County and subject to all of the personnel rules of the County.

3. Intentionally Omitted.
4. There shall be established, as hereinafter provided, one "Combined User Committee" made up of one (1) representative from each partner agency, including but not limited to fire districts, law enforcement (cities), Emergency Medical Services (EMS), and other providers which use dispatching services of the LCCC. The duties, responsibilities, and membership shall be as provided herein.
5. The Combined User Committee shall meet at least quarterly to review operational issues/procedures and make recommendations (in the manner provided herein) to the 911 Director.
6. The basic scope of LCCC services shall be identified and provided herein.
7. Contributions to the cost and expense of the operation, maintenance, repair, and replacement, and all other related costs and expenses of the LCCC, shall be divided and paid for by each of the partners hereto in the amounts and in the manner provided herein. The annual LCCC budget shall be prepared, approved, and followed as provided in this agreement.
8. The ILA is the governing document that is directly tied to the LCCC Policy, Procedure and Operations Manual, see XII – B 1. Failure to Remit Fees or Repeated Policy Violations, page 31.
9. Parties to this agreement are expected to participate, provide input, and adhere to the LCC Policy, Procedure and Operations Manual. All users should have a basic understanding of sections 000-600 and follow the provisions specific to their discipline. The LCC Policy, Procedure and Operations Manual includes the following:

- 000-100 General Operations
- 101-200 Phone Systems Operations
- 201-300 Radio Systems Operations
- 301-400 ACCESS Operations
- 401-500 SPILLMAN Operations
- 501-600 LC 911 Personnel Operations
- *601-700 Law Enforcement Operations
- *701-800 Fire District Operations
- *801-900 EMS Operations

*These manuals are the currently approved procedures submitted by the discipline work groups.

10. Withdrawal from this agreement and from participation in the LCCC by a partner hereto shall only be as provided in this agreement.

11. Termination from this agreement by a partner hereto shall only be as provided in this agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and in consideration of the obligations of the other partners here, each of the partners hereto promises and agrees as follows:

IV. Identification of Partners of this Agreement

(A) Lewis County Board of County Commissioners

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. The BOCC is also a recipient of dispatch and communications services of the LCCC through the Division of Emergency Management and Public Works Department.

(B) City Representation & Sheriff's Office (Law Group)

The following cities and the Lewis County Sheriff's Office are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services through their respective police departments. This group is herein referred to as the "Law Group":

- Lewis County Sheriff's Office
- Centralia
- Chehalis
- Napavine
- Pe Ell
- Winlock
- Vader
- Toledo
- Mossyrock
- Morton

(C) Fire Services Group (Fire Districts & Municipal Fire Departments)

The following fire services agencies are partners to this agreement because they are the recipients of dispatch and communications services in connection with fire services. This group is herein referred to as the "Fire Services Group":

- Lewis County Fire District 1-Onalaska
- Lewis County Fire District 2-Toledo
- Lewis County Fire District 3-Mossyrock
- Lewis County Fire District 4-Morton
- Lewis County Fire District 5-Napavine

- Lewis County Fire District 6-Chehalis
- Lewis County Fire District 8-Salkum
- Lewis County Fire District 9-Mineral
- Lewis County Fire District 10-Packwood
- Lewis County Fire District 11-Pe Ell
- Lewis County Fire District 13-Curtis
- Lewis County Fire District 14-Randle
- Lewis County Fire District 15-Winlock
- Lewis County Fire District 16-Doty
- Lewis County Fire District 17-Ashford
- Lewis County Fire District 18-Glenoma
- Cowlitz-Lewis Fire District 20 (Vader)
- Riverside Fire Authority
- Chehalis Fire Department

(D) Emergency Medical Services Group

The following Emergency Medical Services (EMS) are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services. This group is herein referred to as the “EMS” Group:

- American Medical Response (AMR)
- Medic One

(E) Other Partner Agencies Group (Non-voting User Group)

Other governmental agencies that provide emergency services and require dispatch and communications services, as well as privately owned and operated emergency service providers that desire dispatch and communications services, may be permitted to become non-voting partners to this agreement upon such terms and conditions as shall be prescribed by the Combined User Committee and the 911 Director (see page 1). These agencies currently include the following:

- Lewis County Division of Emergency Management
- Lewis County Coroner’s Office
- Lewis County Public Works

V. ADMINISTRATIVE STRUCTURE

(A) Lewis County BOCC

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. Staff personnel carrying out the provisions of this agreement are also employees of the BOCC.

(B) 911 Director

The 911 Director is appointed by the BOCC and reports directly to the BOCC. The 911 Director develops program direction and oversees three divisions, including Communications and the Lewis County Communications Center. The Director supports the Combined User Committee and oversees the budget, policy, and procedures for operations.

(C) Lewis County Communications Center (LCCC)

The Lewis County Communications Center is a consolidated communications system providing agreed upon communications services to Lewis County, the cities (law), fire protection districts, and EMS partners.

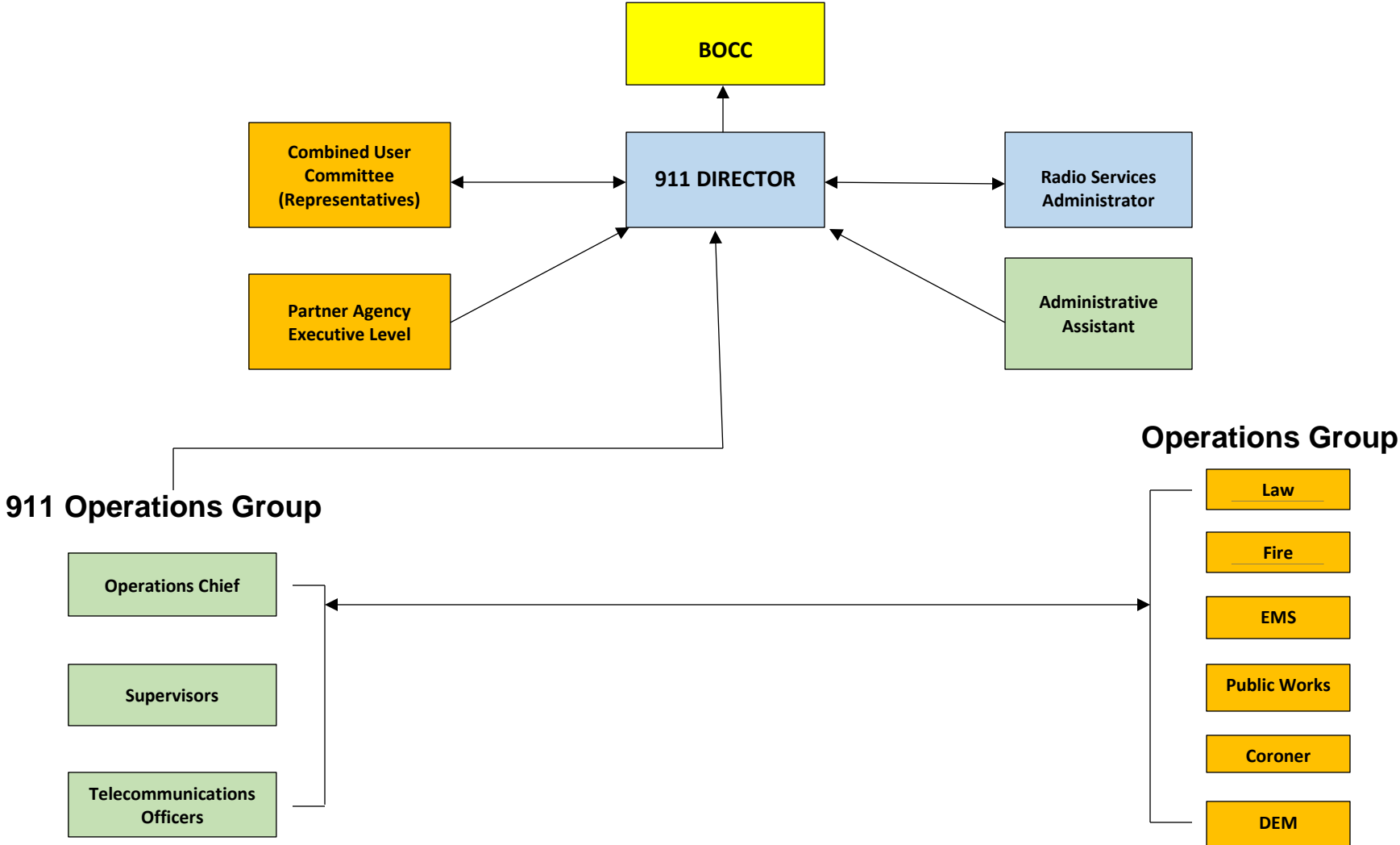
(D) Combined User Committee

The Combined User Committee membership consists of one (1) representative from each partner agency receiving agreed upon communications services. The Combined User Committee meets regularly to review LCCC operations and make recommendations for improvements and budgets.

(E) Partner Agencies

Partner Agencies are all Lewis County agencies receiving LCCC communications services.

Consolidated Communications Administration Flowchart



VI. RESPONSIBILITIES

(A) Lewis County BOCC

It is agreed that Lewis County shall provide administrative and contract services to the LCCC as required. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal services
- Networking services
- Risk Management
- Human Resources
- Financial services
- Contract services

It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.

(B) 911 Director

1. Development and oversight of the Combined User Committee “structure” of the LCCC.
2. Implementing the mission, goals, and budget.
3. Monitoring of revenues and expenses as they relate to the approved annual budget.
4. Contracting with persons, firms, and corporations, or any agencies of government, as necessary or desirable to acquire goods or services for the operation of the LCCC, provided that all procurements shall conform to Lewis County’s purchasing policies.
5. Negotiating collective bargaining agreements with representatives of any certified bargaining representative of the employees of the LCCC.
6. Receiving recommendations from the Combined User Committee and authorizes implementation, makes modifications, or denies such recommendations as appropriate. All responses to Combined User Committee recommendations shall be in writing.
7. Mediating disputes between the LCCC and any party to this agreement.

8. Reviewing and evaluating any proposals from the Combined User Committee for changes to service levels, performance standards, and/or procedures for implementation costs, benefits, and liabilities, or other matters, and preparing a written report of findings.
9. Responsible for the daily operation of the LCCC.
10. Prepares regular reports regarding activities and the financial status of the LCCC.
11. Acts as the administrative head of the LCCC and is responsible for administration, budget, and personnel matters.
12. Responsible for call answering, dispatching, records, communications, security, and other LCCC functions and activities.
13. Complies with personnel policies of Lewis County.
14. Provides advice and assistance to the Combined User Committee when requested and as necessary.
15. Assures that secretarial services are provided, as needed, to the Combined User Committee. Such services shall include: recording and transcribing minutes of meetings; preparing correspondence as required; preparing and distributing notices of meetings; and preparing agendas.
16. Prepares the draft budget of the LCCC in accordance with Lewis County budget timetables. Such budget shall be in a form required by Lewis County and shall be based upon the established service levels by the Combined User Committee and the 911 Director.
17. Responsible for the hiring, promoting, disciplining, and termination of all LCCC personnel, subject to personnel policies of Lewis County.
18. Collective bargaining with representatives of any certified bargaining representative of the employees of the LCCC.
19. Prepares, revises, and modifies policies and Standard Operating Procedures (SOPs), as recommended by the Combined User Committee.
20. Establishes policies consistent with expenditure of budgeted items for the LCCC.
21. Develops appropriate long-range plans, including strategic building and equipment improvements, staffing, and other matters.

22. Tracks and maintains data, including but not limited to, calls for service, population, and agency contributions in accordance with the cost sharing formula in Attachment A - Funding Formula.
23. Prepares an annual report and forwards it to the Combined User Committee.

(C) Intentionally Omitted

(D) Lewis County Communications Center – General Services

The LCCC agrees to perform the following general services for partner agencies:

1. Maintaining twenty four (24) hour coverage for answering phone circuits terminating at the LCCC and of radio requests incoming on the frequencies agreed upon and properly licensed.
2. Determining the nature of each incident and dispatching proper response in accordance with operational procedures.
3. Developing and/or modifying operational procedures to effectively and efficiently meet service requests.
4. Tracking status of active partner agency units and providing response to radio and telephone requests with respect to each incident.
5. Providing a log of incoming calls with verification of time receipt, dispatch, arrival, unit status updates and pertinent information transmitted by field units to provide a means to verify the events and time span involved with each incident.
6. Responding to Public Disclosure Requests (PDR) to partner agencies in compliance with PDR laws.
7. Providing an interface between partner agency units, fire services, emergency services, public services departments, and law enforcement agencies.
8. Maintaining and updating the operations policies, procedures, and tasks to help ensure continuity of operations.
9. Providing for the LCCC equipment maintenance, repairs, and replacement to include phone system, radios, computers, and other dispatch related equipment.
10. Assisting in contacting and summoning private sector aid where needed.

11. Receive and process incident inquiries and formal service/personnel complaints (see Attachment E - Forms).
12. Retain all records (per current retention laws) relevant to this contract after incidents have been dispatched. The partner agencies shall have full access and right to examine any record for verification of accuracy of this agreement at all times during said period.

Note: When there are proposed changes to any Lewis County Communications Center General Services provision, the Partner Agencies shall be notified in writing of such proposed changes. For specific operational procedures associated with all services, please see the appropriate 911 operations manual.

(E) Combined User Committee

1. Regularly attend meetings to discuss current issues, make recommendations to the 911 Director on procedures, operations, and financial issues, and to act upon the recommendations of any special committees they so designate.
2. Inform their agencies (other staff members) of the matters at hand and recommendations by the Combined User Committee.
3. When there is not a unanimous approval for a change, it shall be the responsibility of the representatives' discipline to take that matter up with other members of the discipline to achieve a consensus or majority approval to make the change before it is brought back to the Combined User Committee for reconsideration.
4. Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery.
5. Make recommendations relative to dispatcher-staffing levels within the agreed upon budget constraints.
6. Make recommendations relative to service levels. Changes in service levels shall be submitted to the 911 Director. If such recommendations have a financial impact, the 911 Director will evaluate the impact and communicate it to the Combined User Committee in the preparation of the ensuing year's budget.
7. Assist the 911 Director as necessary in the preparation of the budget.

8. Make recommendations to the 911 Director regarding Standard Operating Procedures (SOPs) that are specific to the Combined User Committee discipline making such recommendations.
9. Review deliverables, policies, and budget.
10. May create such temporary advisory committees as it shall require to investigate and make recommendations regarding special issues.
11. Designated voting discipline representatives have the following specific responsibilities:
 - a) **Law Enforcement Management Team**
 - Law Enforcement members shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 RCW.
 - Review and recommend law enforcement dispatch/radio procedures to the law enforcement section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
 - b) **Fire Services Management Team**
 - Review and recommend fire and EMS dispatch/radio procedures to the fire and EMS section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
 - c) The combined voting representatives in both groups "a" and "b" above have the following responsibilities:
 - Make budget recommendations to the 911 Director for Communications additions to the budget.
 - Recommend acquisition of new equipment.
 - Review and recommend changing the funding formula as necessary to ensure fair and equitable funding of Communications.
 - Review and recommend operating procedures other than those only related to either law enforcement or fire services.
 - Review inquiries, incidents, and accolades at quarterly meetings.

- Provide an annual performance appraisal of the Communications Center, see: Attachment E - Forms section, Communications Center Annual Performance Appraisal Form.
- d) Any action by the voting groups listed above in “a” through ”c” requires a majority vote of the group.

(F) Partner Agencies

Partner Agency duties include:

1. Train staff and follow the adopted standard operation protocols and procedures of the LCCC and approved discipline field manuals.
2. Appoint a representative to the Combined User Committee to serve as their representative.
3. At a minimum, the agency-appointed representatives may make recommendations at the quarterly Combined User Committee meetings regarding issues of procedures, policies, and annual budgets.
4. Agency Representatives will keep the home agency apprised of the activities of the Combined User Committee and provide information on procedural changes.
5. It is expected that Partner Agencies will work together to resolve any issues that arise when there is less than a unanimous consensus by the affected disciplines (Fire, Law, EMS) on suggested/recommended changes that will apply to all agencies in that discipline.

(G) Equipment

1. Mobile-Portable Agency Specific Equipment

Each Partner Agency shall be responsible for purchasing, repairing, and replacing its own mobile and portable radio equipment and retains all rights to such equipment.

It is *recommended* that prior to purchasing user equipment, Partner Agency staff review products with the Radio Services Administrator in order to ensure interoperability and maximum effectiveness with the existing infrastructure. The Radio Services Administrator **recommendations** are not binding; however, the County assumes no liability for efficiency and effectiveness for equipment purchased without following recommendations of the Radio Services Administrator.

2. Exclusive Partner Agency Equipment

In the event that a Partner Agency to this agreement should require the installation of equipment or the performance of special services dedicated to the sole and special use of such partner, to the exclusion of the other partners hereto, such partner shall bear the entire cost of such equipment, its installation, maintenance, operation and repair. Such funds shall be non-refundable even on termination of such partner and/or removal of such equipment or the termination of such special services.

3. County Equipment

All assets purchased by LCCC will be held in the name of "Lewis County" and used for the LCCC purposes.

VII. COMBINED USER COMMITTEE

(A) Membership

The Combined User Committee membership shall consist of one (1) representative of each Partner Agency.

(B) Chair, Vice Chair

The Combined User Committee shall select a chair and vice chair. Together they will set the quarterly agenda, provide meeting notices to partner agency representatives, and preside over the meetings.

(C) Agenda and Notices

Partner agency representatives desiring to propose Items for consideration on the agenda must submit the item in writing to the 911 Director no later than fourteen (14) days prior to the meeting date. Written or electronic notices of all meetings shall be E-mailed to the voting representative of each partner agency at least one week (7 days) prior to the meeting date.

Voting on new items not previously included in notifications to the partner agency representatives is prohibited.

(D) Meetings

The Combined User Committee shall meet quarterly at such time and place as shall be determined by the members of the Combined User Committee. Minutes will be taken of all meetings and distributed to all Partner Agency Representatives.

(E) Voting:

Partner agency representatives listed in Section IV (D) and (E) may attend meetings and shall have rights to participate in all matters brought before the Combined User Committee; however, they shall be non-voting members.

A. Voting members of the Combined User Committee will be as follows:

1. Law Enforcement Management Team

- Lewis County Sheriff, or designee
- Centralia Chief of Police, or designee
- Chehalis Chief of Police, or designee
- One (1) municipal Police Department

2. Fire Services Management Team

- Chehalis Fire Chief, or designee
- RFA Fire Chief, or designee
- Two (2) representatives of Lewis County Fire Districts. These representatives will be determined through the Lewis County Fire Chief's Association.

B. Non-voting Members

Non-voting members of the Combined User Committee will be as follows:

All Combined User Committee Partner Agency Representatives not included in Section "A" above are non-voting representatives.

C. Electronic Voting

Electronic voting is allowed for all items that appear on the published agenda. Such votes shall be cast by E-mail to the 911 Director no later than 9:00 a.m. on the morning of the scheduled meeting (to allow for tabulating said votes).

D. List of Voting Members

Voting members shall be identified and a list provided annually in writing to the 911 Director. This list will be used at Combined User Committee meetings to identify those having responsibility to cast votes.

1. All designed voting representatives may vote on issues of general consideration.

2. On issues pertaining only to law, only the designated law representatives may vote.
3. On issues pertaining only to fire services, only the fire services may vote.

E. Tie Votes

A passed motion or question requires a majority of the votes. A tie vote is a failed motion or question.

VIII. FINANCING THE LCCC & COMMUNICATIONS INFRASTRUCTURE

(A) Program Costs

The communications program costs are separated into the following five (5) categories, described in greater detail below:

1. LCCC Maintenance & Operation Costs
2. Maintenance & Support for Infrastructure
3. Equipment Repair & Replacement fund for LCCC Equipment
4. Equipment Repair & Replacement fund for Infrastructure Equipment
5. Building and Equipment Fund

The LCCC and the communications infrastructure is intended to be self-sufficient and supported by the User groups. It is the intent of all the partners to this agreement that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair, and building and equipment assets of the LCCC and the communications system infrastructure. All of such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the LCCC and communications infrastructure.

Dedicated revenue such as grants, "911 Sales & Use Taxes", and payments made by the other parties hereto shall be deducted from the operating costs with the balance to be divided among the User Groups as outlined in Attachment A – Funding Formula.

(B) General LCCC Costs

1. Maintenance & Operation Costs of the LCCC

a. Operating Costs

General operations costs for the Communications Center are divided into the following areas:

- **Salaries, benefits, supplies**
- **Interfund Costs** (Maintenance, utilities, postage, administrative overhead, etc.)
- **Contract Services** (Licenses, phone service, travel, training etc.)

b. Administrative Costs

Administrative and contract services costs are provided by Lewis County as required. It is the intent of the parties that the cost of such services shall be included in the LCCC annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal Services
- Networking Services
- Risk Management
- Human Resources
- Financial Services
- Contract Services

Upon request of any partner hereto or of any member of the Combined User Group, the County will provide detailed information regarding administrative services that are proposed to be charged to and included in the LCCC annual budget for any year. Such detail shall include the number of hours anticipated for such services and the hourly cost to the County for such services. See, as a sample, Attachment B Annual Budget Report.

2. Maintenance & Support for Infrastructure

The Radio Services Division staff provide the Maintenance & Support of the radio and communications infrastructure. This support is included in the annual budget through interfund rates.

3. Equipment Repair & Replacement for LCCC Equipment

The LCCC will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the repair and replacement of equipment and facilities of the LCCC. Funding of the ER&R LCCC Equipment Fund is included in the annual budget and is calculated based upon inventory and replacement dates

provided by the Lewis County IT Department. See Attachment D for Equipment Amortization Schedule.

4. Equipment Repair & Replacement for Infrastructure Equipment

The Radio Services Administrator will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the replacement of the infrastructure, equipment, and facilities based upon a published amortization schedule of equipment. It is the intent of the parties that the cost of such services shall be included in the annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services.

It is the intention of Lewis County to maintain the communication infrastructure until a funding formula or agreement is made with the User Groups. (It is anticipated that infrastructure funding will be included no later than 2025.)

5. Building and Equipment Fund

Current facilities for the LCCC are dated and inadequate. Funding for building a new facility are not currently addressed within this ILA; however, partners are challenged to establish a plan to work toward this goal.

Funding of the Building and Equipment Fund shall be shared by the Partner Agencies listed in this agreement. In the event that a Partner Agency hereto should terminate and withdraw from this agreement in accordance with the Section XII - Partner Agency Withdrawals hereof, none of the funds paid by such partner into the building and equipment fund prior to the date of any termination notice shall be refunded; however, such Partner Agency shall not be required to make further payments to the building and equipment fund for the remainder of that calendar year until the effective date of termination.

6. Fund Balance

The Fund Balance provides the operational capital to continue operations until revenues have been received.

IX. ESTABLISHING AN ANNUAL BUDGET

(A) Annual Budget Preparation

1. Budget Committee

A Budget Committee will be selected consisting of at least one (1) representative from each of the Partner Agency groups listed in Section IV. Identification of Partners of this Agreement.

2. “Draft” LCCC Operating Budget

At the direction of the 911 Director, the Manager shall develop a “*Draft*” annual operating budget of the LCCC. The budget period shall be on a calendar year basis, beginning on the first day in January of each year and ending on the thirty-first day of December. The budgetary process shall be in accordance with Lewis County budget timetables.

3. “Preliminary” Budget

The Budget Committee will work with the 911 Director to combine the LCCC “Draft” Budget and any other associated budget item (other categories), as well as costs for new services requested and approved into a “Preliminary” Budget to present to the Combined User Committee for their recommendations.

4. Combined User Committee Review

The 911 Director will present the Budget Committee’s recommended “Preliminary” Budget to the Combined User Committee for their input, resulting in the final “Preliminary” Budget to be presented to the County.

5. Adjustments to the Combined User Agency Funding Formula

The 911 Director may make a recommendation to the Combined User Committee, based on the annual cost sharing report, to make necessary changes to the Combined User Agency Funding Formula, Attachment C to this agreement.

(B) Revenue

Revenues from sources other than User fees shall be applied against the costs. These include the following:

- 911 Sales & Use Taxes
- Grants
- Other county department payments
- Other secondary User Groups (AMR-Medic One)

The difference between budgeted costs and these revenues shall determine the net amount to be paid by Partner Agencies.

Any excess of revenues from grants, "911 Sales & Use Taxes" and payments by partners hereto over expenditures in any budget (calendar) year shall be carried forward to the ensuing year's budget.

(C) Expenses

The partner agencies will be advised of any unexpected expenses that are anticipated to exceed the adopted budget. The Director will follow the current county budget amendment process in requesting funds to pay for the unexpected expenses. Subsequently, the following year(s) user rates would be adjusted to cover the unexpected expenses from the previous year(s).

(D) Division of Costs

The costs to be divided among the Partner Agencies hereto will eventually include the annual budgeted operation, maintenance, and building and equipment costs, including the building and equipment funds (set forth in the Communications Program Strategic Planning Cost-Sharing Timetable on page 17), after deducting any grants, "911 Sales & Use Taxes" and other revenues not constituting payments by parties hereto. See Attachment A, Fee Distribution Flowchart.

(E) Biannual Budget

It is the consensus of the partner agencies that it is desirable to eventually work toward having a minimum of a biannual budget for budget planning purposes. This is a goal to work toward as the fiscal structure develops.

X. COUNTY BUDGET PROCESS

The annual budget shall be developed with involvement from the Combined User Committee, 911 Director, and various Lewis County Budget/Fiscal services. The three phases of budgeting include the following:

(A) User Request:

The Combined User Committee shall work with the 911 Director between March and April to establish the following:

- Gather preliminary requests
- Identify budget impacts and Combined User commitments
- Develop a final Preliminary Budget Request for submission

(B) Budget Submission:

- **June 1:**
The 911 Director shall submit a total Preliminary LCCC budget to the Lewis County Budget Department.
- **July 1:**
The 911 Director will submit the proposed fees to the contracting agencies for their budgeting processes. A copy of the fees will be sent to the agency representatives of the Combined Users Committee.

(C) County Adoption:

- **August 1** (approximately):
The Lewis County Budget Department will present the annual Preliminary Budget to the BOCC
- **September 1** (approximately):
BOCC conducts Budget Amendment Hearings
- **December 31** (on or before, in accordance with RCWs):
BOCC adopts the Final Budget

(D) Budget Changes

In the event that there are any program changes and/or User changes, or in the event of changes in the partners to this agreement necessitating budget changes, any supplemental budget shall go through the budget stages set forth herein and comply with all applicable Lewis County budget policies and local government budget laws and regulations.

(E) Changes to Preliminary User Fees

It may be necessary to make changes to the Preliminary User fees distributed in July due to unknown increases such as medical expenses, wages, and benefits increases not settled upon until later in the year.

XI. BILLING PARTNER AGENCIES

The estimated amount to be billed to each Partner Agency participating in the LCCC and receiving services of the LCCC for the ensuing calendar year shall be determined in accordance with this agreement and submitted to each member no later than October 1 of each year.

Each Partner Agency's average percentage of the total user fee, as identified in Attachment A – Funding Formula, will remain the same unless the 911 Director recommends recalculation of the formula based upon an actual or anticipated significant change. The recommendations could include an adjustment in the

percentage of the agencies' user fees. For example, a significant change would include, but not be limited to, a substantial annexation, population increase, or use of dedicated resources by one or more user agencies. Authority to modify the User Agency Funding Formula remains with the 911 Director with Combined User Committee review.

In the event that the annual budget of the LCCC should be changed by a supplemental budget because of increased expenditures or the addition of more partners to this agreement, the annual and quarterly payments required by each of the parties hereto shall be adjusted at the beginning of the next fiscal year.

Additional emergency service providers may be permitted to become partners to this agreement with the approval of the Combined User Committee and the 911 Director. If the joinder of additional partners is so permitted, applicable rates shall be negotiated. The remittance for the remainder of the current year shall be set aside as revenue to reduce fees to the existing Partner Agencies in the next year.

Lewis County shall invoice each partner hereto at the beginning of each quarter (3 months) for one-fourth of such partner's share of the LCCC budget as follows:

Quarter	Month
1 ST Quarter	January 1
2 nd Quarter	April 1
3 rd Quarter	July 1
4 th Quarter	October 1

The amount of such invoice shall be determined by dividing such partner's share of the LCCC's annual budget by four (4) separate payments. Payment of invoices shall be made within 30 days thereafter.

XII. Partner Agency Withdrawals - Procedures

(A) Withdrawal of a Partner Agency Other Than the County

1. Required Notice to Withdraw From Agreement

Upon giving a written notice thereof to all of the partners to this agreement prior to **June 1**, any of the parties hereto, except the County, may withdraw from this agreement at the end of any calendar year.

2. Partner Agency Rights after Notice of Intent to Withdraw

After **June 1**, and the giving of such notice, the withdrawing partner shall not be required to make further contributions to the building and equipment

fund, but shall make all other payments for the remainder of the year and until the effective date of such withdrawal.

In the event that the withdrawing partner has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, any and all costs associated with such removal shall be borne and paid by the withdrawing partner.

(B) Termination of Partner Agency

1. Failure to Remit Fees or Repeated Policy Violations

Termination of this service may result from major noncompliance of the adopted LCCC Policy, Procedures & Operations Manual, and/or failure to pay agreed upon rates. Termination may also result from failure to perform obligations under this Agreement.

The termination process is a three-step process that may be resolved at any step of the process:

- a. **911 Director:** 911 Director will initiate a fact finding on the non-compliant issue(s), provide a copy to the violating agency, and issue a written report with a recommendation.
- b. **Combined User Committee:** The 911 Director will present the facts and his recommendations to the Combined User Committee (CUC). The CUC will be provided an opportunity to discuss the matter and make their recommendation.
- c. **Lewis County BOCC:** The 911 Director will make a presentation to the Lewis County BOCC on the facts, his/her recommendation, and the recommendation of the Combined User Committee. The BOCC will make the final decision to terminate a Partner Agency.

2. Obligations and Rights upon Termination:

Following termination, a Partner Agency that has been terminated shall be subject to the same obligations and entitled to the same rights as a withdrawing Partner Agency.

XIII. DISSOLUTION OF LCCC & ILA

County Withdrawal from Agreement

In the event of the withdrawal by Lewis County, the LCCC shall be dissolved.

Upon giving 18 or more months' written notice hereof to all of the other partners to this agreement, the County may withdraw from this agreement at the end of a calendar year.

In the absence of a succeeding agreement among all of the other partners to this agreement at the time of such withdrawal which provides for collective operation of a communication center, all equipment, facilities and property of the LCCC shall be distributed to the original purchasing jurisdiction.

After giving such notice, and during the final 12 months immediately prior to the effective date of such withdrawal, the County shall not be required to make further contributions to the building and equipment fund, but shall make all other payments required by this agreement until the effective date of such withdrawal.

In the event that the County has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, that any and all costs associated with such removal shall be borne and paid by the County.

XIV. Confidentiality

Partner Agencies 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 Partner Agencies in the performance of the 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.

XV. MEDIATION and/or ARBITRATION

Any controversy between the parties in regard to the application or interpretation of the Agreement may be submitted to and determined by mediation and/or arbitration in accordance with RCW Chapter 7.04 and RCW Chapter 7.07.

XVI. INDEMNIFICATION

Lewis County shall indemnify and hold harmless the Partner 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.

Partner 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 representatives of the Partner Agencies, as such acts relate to providing services which the partner agencies are obliged or expected to provide.

XVII. LIABILITY COVERAGE

Liability coverage shall be provided by Lewis County and the Partner 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 based on a minimum of \$1,000,000 per occurrence. The expense of coverage for the Center shall be a part of the operating costs of the Center.

XVIII. 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 Partner Agencies to the 911 Director. Notice to the Partner Agencies 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.

XIX. 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, conditions, or application. To this end, the terms and conditions of this contract are declared severable.

XX. TERMINATION OF OTHER COMMUNICATION AGREEMENTS

Upon the effective date of this Agreement, it is in place of, supersedes, and replaces any existing "Interlocal Agreement for Operation, Maintenance and Participation in the Lewis County Communications Center."

XXI. DURATION OF AGREEMENT

This Agreement is for a six (6) month period beginning January 1, 2024, and ending June 30, 2024. It shall commence when executed by the BOCC and end on June 30, 2024. Provided, the CUC may approve an extension of the duration of this Agreement by six (6) months from June 30, 2024, to December 31, 2024, by a majority vote.

XXII. ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the partners. Any partner agency may request changes in the Agreement to the User Committee. Such amendments shall not be binding unless they are in writing, voted on with a majority approval, signed by personnel authorized to bind each of the Partner Agencies, and with final approval of alternations or amendments residing by resolution of the Lewis County BOCC.

XXIII. OWNERSHIP OF FACILITIES

There are no facilities or properties to be acquired or purchased as a result of this agreement; provided, however, upon termination of this agreement, all equipment, facilities and property of the LCCC then owned by it, including any facilities or properties acquired from funds accumulated in the building and equipment fund, or otherwise, shall be divided among the partners hereto in the manner described hereof; provided, further, that in the event that there is an accumulation of unexpended funds upon the termination of this agreement, such funds shall be refunded or paid to the then partners hereto in a manner which is proportionate to their respective contributions thereto.

XXIV. FILING OF AGREEMENT

This agreement shall be filed pursuant to the requirements of RCW 39.34.040.

XXV. EXECUTION IN COUNTERPARTS

Lewis County shall execute the original of this agreement. Each other partner hereto shall sign a counterpart of the original of this agreement. The partners hereto intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all partners had signed one document.

XXVI. TIME IS OF THE ESSENCE

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

XXVII. CONTRACT INTERPRETATION

This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.

APPROVALS AND CONCURRENCES

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

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

Chairperson

Date:

ATTEST:

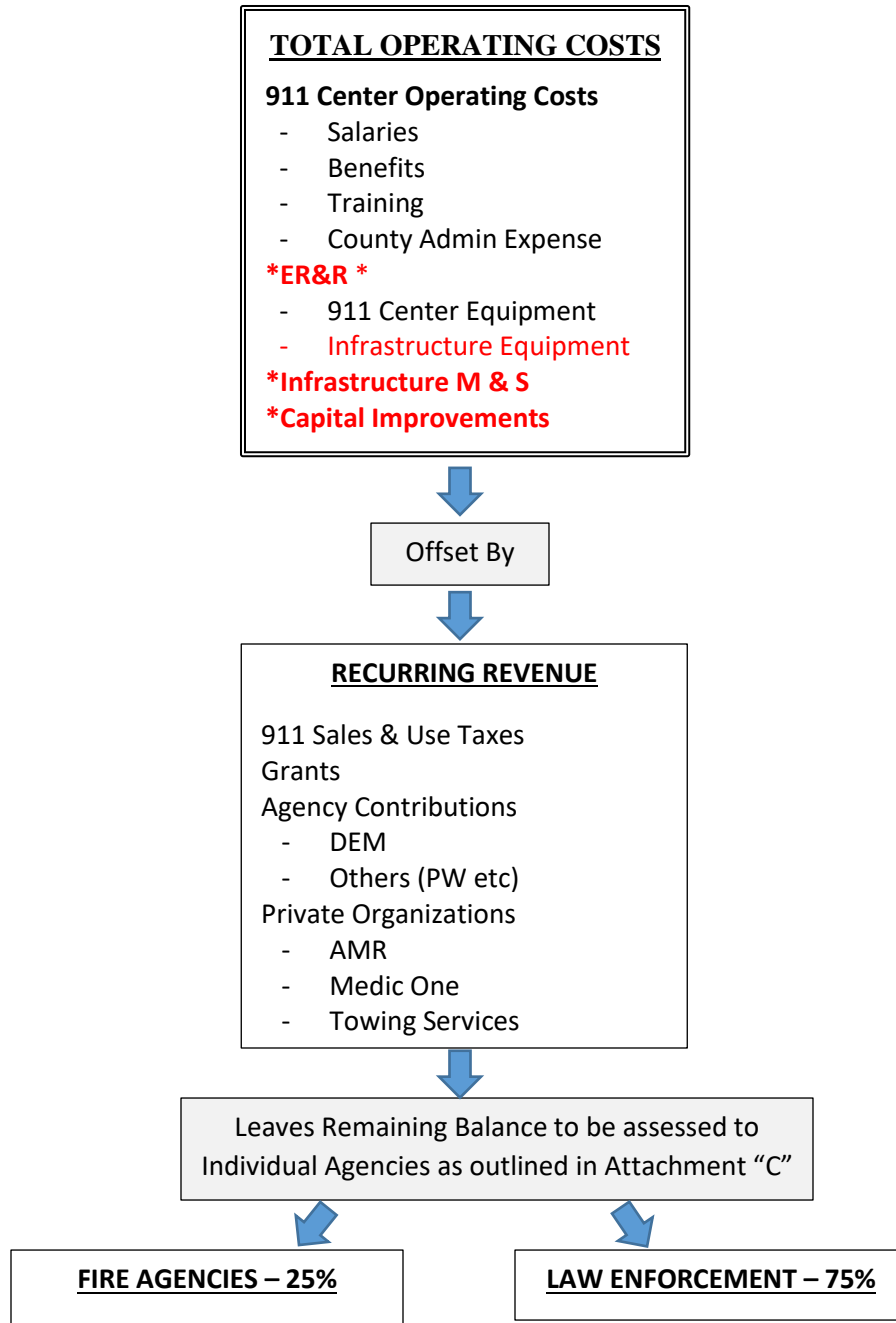
Clerk of the Board

Date:

Lewis County Sheriff's Office _____ Sheriff	Lewis County Coroner _____ Coroner
_____ Date	_____ Date
Centralia, City of _____ City Manager	Chehalis, City of _____ City Manager
Napavine, City of _____ Mayor	Pe Ell, Town of _____ Mayor
Winlock, City of _____ Mayor	Vader, City of _____ Mayor

Toledo, City of _____ Mayor	Mossyrock, City of _____ Mayor
Morton, City of _____ Mayor	LCFD # 1 – Onalaska _____ Commissioner
LCFD # 2 – Toledo _____ Commissioner	LCFD # 3 – Mossyrock _____ Commissioner
LCFD # 4 – Morton _____ Commissioner	LCFD # 5 – Napavine _____ Commissioner
LCFD # 6 – Chehalis _____ Commissioner	LCFD # 8 – Salkum _____ Commissioner
LCFD # 9 – Mineral _____ Commissioner	LCFD # 10 – Packwood _____ Commissioner
LCFD # 11 – Pe Ell _____ Commissioner	LCFD # 13 – Curtis _____ Commissioner
LCFD # 14 – Randle _____ Commissioner	LCFD # 15 – Winlock _____ Commissioner
LCFD # 16 – Doty _____ Commissioner	LCFD # 17 – Ashford _____ Commissioner
LCFD # 18 – Glenoma _____ Commissioner	Cowlitz-Lewis Fire District 20 (Vader) _____ Commissioner
Riverside Fire Authority (RFA) _____ Commissioner	American Medical Response (AMR) _____ Director
Medic One (South County EMS) _____ Director	

Attachment A – COMMUNICATIONS FEE DISTRIBUTION



* NOTE: To be established. While these costs are necessary to accurately determine the total communications systems operating budget, they are not currently part of the funding formula, nor shared by all partner agencies (currently paid by only Lewis County).

Attachment B - Annual Budget Report 2012-2018

**LEWIS COUNTY COMMUNICATIONS
COMMUNICATIONS
REVENUE AND EXPENDITURE DETAIL 2012-2018**

Revenue	2012	2013	2014	2015	2016	2017	2018
						Estimated	Projected Budget
Taxes 31X.XX	728,826	715,089	847,476 ¹	716,366	715,893	747,452	713,000
Federal 334.XX (Grants)	31,316	42,990	39,125	85,962	38,272	21,399	23,000
FEMA-DOM	3,118	-	-	-	-	-	-
Other Misc.	11,762	2,032	9,012	1,204	1,654	2,732	8,700
AMR Contract	62,315	62,315	62,315	63,567	64,842	65,490	78,588
Other Intercounty users (Coroner, DEM & PW)	14,544	14,688	15,057	15,207	15,968	16,020	17,621
Actual Rates Charged to Law and Fire	1,320,891	1,334,101	1,348,565	1,361,584	1,429,663	1,576,457	1,734,103
Total Revenue	2,172,772	2,171,214	2,321,550	2,243,890	2,266,292	2,429,550	2,575,012
% Change Communication Revenue		0%	7%	-3%	1%	7%	6%
Expenditures							
Salaries	1,320,396	1,344,939	1,420,770	1,341,563	1,397,596	1,335,543	1,363,751 ²
Benefits	424,676	455,927	494,068	522,607	501,369	521,317	596,778 ³
Workers Comp/General Liability	47,621	26,821	22,862	16,300	14,628	18,013	19,145
Total Salary and Benefits	1,792,693	1,827,687	1,937,700	1,880,470	1,913,593	1,874,873	1,979,674
Supplies	30,905	19,874	32,981	30,571	34,804	11,000	28,500
Contract Services/Rentals/Other	139,558	194,741	197,606	163,983	170,054	160,390	168,800
Intergovernmental (WS Patrol)	10,656	10,656	10,656	10,656	10,656	11,000	11,000
Interfund Cost							
Facilities Maintenance/ space cost/utilities	28,143	26,558	32,484	32,242	35,061	36,740	43,562
IT M&S and ER&R	133,709	126,336	136,041	148,557	150,806	230,672 ⁴	211,256
Postage	2,242	2,213	2,637	2,848	2,912	4,208	3,111
Interfund Radios	59,605	57,434	52,696	47,330	41,799	146,153 ⁵	138,377
Other Interfunds	899	2,829	1,020	-	6,627	6,400	2,000
Interfund Professional Services-							
Public Works GIS Services	30,000	30,000	30,000	30,000	30,000	30,000	30,000
CS Director portion of Salaries	28,000	28,000	28,000	28,000	***	***	*** ⁶
Human Resources Services	10,894	10,367	10,720	10,763	9,104	9,629	9,817
Risk Management Services	8,475	8,351	8,857	7,704	5,027	9,422	9,335
Total Interfund Cost	301,967	292,088	302,456	307,444	281,336	473,224	447,458
Capital Projects							
Capital Revenue					337,404 ⁷		
Capital Purchase	-	5,623	-	1,540	375,657		
Total Capital Cost	-	5,623	-	1,540	38,253	-	-
Total Communications Operation Cost	2,275,779	2,350,668	2,481,400	2,394,664	2,448,696	2,530,487	2,635,432
% Change Communication operations Exp.		3%	6%	-3%	2%	3%	4%

Notes:

- ¹ In March of 2014 the state distributed an excess sales and use tax payment of \$154,400
- ² Payroll figures do not include employees salary increase pending CBA
- ³ Increase in benefits includes a \$34K increase in medical insurance benefit and \$11K increase in retirement benefits
- ⁴ Spillman moved from salaries to Lewis County IT
- ⁵ Radio rates reviewed in 2016, adjusted to reflect actual expenses in 2017
- ⁶ Beginning in 2018, the Directors Salary was included in Communications payroll
- ⁷ 2016 Federal Revenue includes an equipment grant for telephone system equipment. The expense is reflected in Capital Projects

	2012	2013	2014	2015	2016	2017	2018
Use of Additional County Funds by Year	(103,007)	(179,454)	(159,849)	(150,774)	(182,404)	(100,937)	(60,420)
Total Additional Use of County Funds 2012-2018							(936,844)

This attachment is included only as a sample of prior budget items and should not be relied upon or construed to limit budget items.

Attachment C – Funding Formula

The funding formula rates are used to establish each individual agency's percentage share of the discipline's net costs for the annual LCCC budget. During the calculation year, the previous three-year usage calculation will be applied to the projected (next year) budget figure to arrive at the fees charged.

To bring the current fees in line with the actual budget figures, the 2018 budget includes a previously agreed upon 10% increase (previously the revenue fund balance was used to retain user fees at a level below the actual budget costs). The budget for calendar years 2012-2016 is incorporated herein as Attachment B.

The ratio set forth in this section and the method of dividing costs between law enforcement and fire service shall not be modified nor changed in any manner, except by amendment of this agreement in the manner provide below.

USER FEE FORMULA

1. Law Enforcement (75%)

The net costs of the law enforcement dispatch is 75% (seventy-five percent). Costs to be divided among law enforcement departments shall be divided by an average of usage over the previous three (3) years.

Calculation of usage shall be based upon:

- 45% based on calls for service to include vehicle stops and officer-initiated activities (metric calculated as the most current three (3) year average for each respective jurisdiction)
- 45% based on the number of funded commissioned FTE's for each jurisdiction, updated annually
- 10% based on the population for each jurisdiction, updated annually

2. Fire Services (25%)

The net costs for fire service dispatch is 25% (twenty-five percent), which shall be divided among fire services based upon an annual average of each district's usage from the previous three (3) year period (based on calls alone).

Attachment D – Equipment Amortization Schedule

To Be Completed After the
Work Plan is Established

Attachment E – Forms

Incident Inquiry Form

Formal Complaint Form

Flowchart for Incident Inquiry & Formal Complaint Forms

Outstanding Performance Form

**Lewis County Communications Center
Annual Performance Appraisal Form**

INCIDENT INQUIRY FORM

Used to identify equipment, personnel and procedure issues between 911 and user groups. Form must include: person submitting inquiry, agency, and contact information. For inquires on 911 issues, turn form into the 911 Manager. For inquires on Law, Fire and EMS issues, turn form into the appropriate liaison.

Submission Date: _____	Incident Number/CAD Call ID: _____
Person Submitting: _____	Agency: _____ Contact #: _____

Occurrence Date/Time: _____

1. EQUIPMENT

A. Transmission:

- Dispatch unable to receive Location: _____
- Poor Signal Location: _____
- Other: _____

B. Receiving:

- Unit Unable to Receive Location: _____
- Poor Signal Location: _____
- Other: _____

C. Paging:

- No Alert Tones Location: _____
- Poor Signal Location: _____
- Other: _____

2. DISPATCH ISSUE Dispatcher Name, if known: _____

- Incorrect: Address Date Time
- Poor Radio Discipline _____
- Not Answering Traffic _____
- Incorrect Use of Response Plan _____
- Traffic Not Logged Correctly _____
- Improper Radio Procedure _____
- Other: _____

3. USER GROUP ISSUE Agency: _____ **Personnel Name, if known:** _____

- Poor Radio Discipline _____
- Traffic Not Answered _____
- Improper Radio Procedure _____
- Other: _____

Additional Comments: _____

Inquiry Reviewed by: _____	Name	Date
Response sent to submitting person/agency: _____	Name	Date

Revised 9-20-17

**LEWIS COUNTY DEPARTMENT OF EMERGENCY SERVICES (DES)
FORMAL COMPLAINT FORM**

This form is to be completed by anyone outside the employment of the Department of Emergency Services who wishes to make a formal complaint of an Emergency Services employee.

Today's Date: _____ Time: _____

Complainant's Name: _____
Last
First
Middle

Address: _____

Date of Birth: _____ Home Phone: _____ Work Phone: _____

I am lodging a complaint against _____, who is employed at the Lewis County Department of Emergency Services. This is in regard to an incident that took place on the following date, time and location:

Witnesses to this incident:

NAME	ADDRESS	TELEPHONE

The following is a brief description of the incident:

"I will fill out a statement describing the nature of the complaint and attach it to this complaint form. I do want this complaint investigated by the Lewis County Department of Emergency Services."

Complainant's Signature: _____

For Internal Use Only:	
Reviewed by: _____ <i>Name/Title</i>	Action Taken: _____ <i>Date</i>

Revised October 2017

Incident Inquiry & Formal Complaint Flowcharts

All inquiries and formal complaints are intended to be worked out at the lowest level possible. When practical, issues should be worked out between supervisors, with employee involvement.

Level 1 – Informal Issue (no paperwork):

Concern on how something occurred or was done. May be submitted by any of the following:

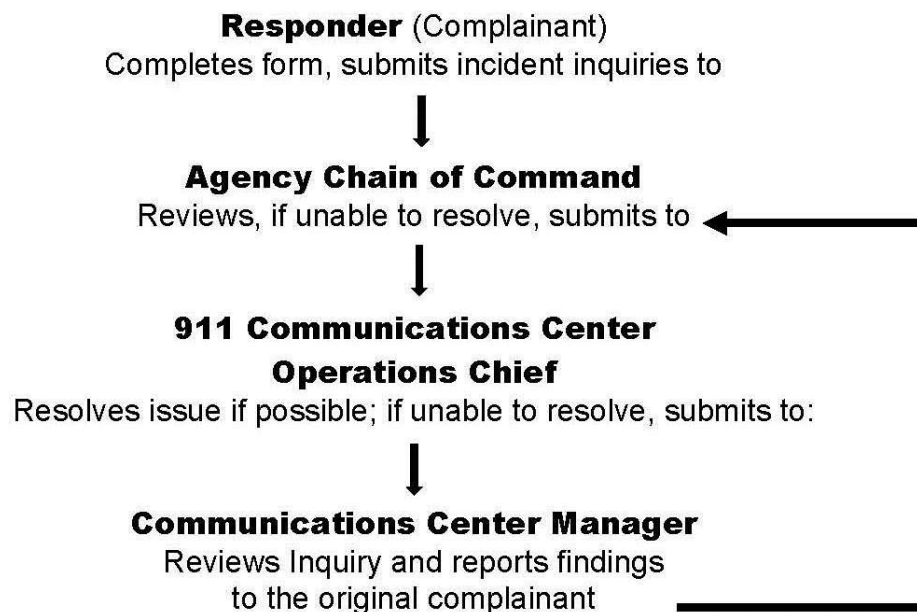
- Phone call
- In person contact
- Informal E-mail

Level 2 - Formal Incident Inquiry or Complaint Forms

("Something needs to be done about this.")

If resolution has not occurred at Level 1, item proceeds to the "Formal" written process by submission of either an "Incident Inquiry" or "Complaint" form. Forms must be completely filled in and signed. Written "Inquiries" and/or "Complaints" are routed through the following process that concludes with a report back to the original complainant on the formal form submitted:

Formal Process – Level 2



Outstanding Performance Recognition - Form

Outstanding Performance is recognized for an individual(s) in one of these categories:

- Communication Center Employee
 Partner Agency Employee

Employee's Information (if more than one, attach additional page, or list on back):

Name: _____
 Department/Agency: _____
 Phone Number: _____

This person is being acknowledged in the following areas:

<input type="checkbox"/>	Quality/accuracy of work	<input type="checkbox"/>	Ability to work as part of a team
<input type="checkbox"/>	Dependability	<input type="checkbox"/>	Compliance with established procedures/policies
<input type="checkbox"/>	Communication Skills	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	Other, Explain briefly		

In a simple essay form, write statements to include why you feel the person acknowledged should receive recognition for an "Outstanding Performance." If incident specific, please indicate date and time of occurrence below.

Incident #: _____ **Date/Time:** _____

Nominator's Information:

Name: _____
 Department/Agency: _____
 Phone Number: _____
 Signature: _____ Date: _____

For additional information about the recognition, contact: _____

Return completed form to:
 Communications Center Manager Historic Courthouse, 351 NW North Street, Chehalis, WA 98532

Submittal Process:

Any Partner Agency member or Department of Emergency Services (DES) employee may submit an “Outstanding Performance Recognition” form to the Director of Emergency Services to recognize outstanding performance by a Partner Agency member or Department of Emergency Services employee for performance *beyond their regular job duties*.

Recipients of Outstanding Performance Recognition certificates exhibit the abilities to quickly problem solve; excel in a teamwork environment; promote the Department mission, vision, ethical values; and consistently perform their public service duties to the highest standards.

Any staff member may be acknowledged for outstanding performance, regardless of length of service.

The application submitted must identify the reason why the employee’s actions merit the award and how it meets the qualification to be *beyond their regular job duties*. Any letters or memoranda supporting the nomination may be attached to the form.

The Director of Emergency Services, or the nominee’s Partner Agency lead, will review the merits of the nomination and make the determination if the recognition should be made.

For 911 Employees, a copy of the “Outstanding Performance Recognition” certificate will be placed in the employee file and/or sent to the employee’s agency administration, as appropriate.

Lewis County Communications Center
Annual Performance Appraisal Form

The purpose of this annual appraisal is to provide an annual opportunity for partner agencies to assist in identifying what has been working well and provide early identification of anything that needs improvement.

Person/Agency Completing Report: _____ **Date:** _____

Contact Phone Number: _____

Section I - Please rate the following services:

NS = Not Satisfactory S = Satisfactory HS = Highly Satisfactory

Service	NS	S	HS
Call receiving/dispatching			
Inquiries – speed and accuracy			
Interoperability of Equipment			

Section II – List three items that went well this past year.

- 1.
- 2.
- 3.

Section III – List three things that could be improved this next year:

- 1.
- 2.
- 3.

Section IV - List any training/suggestions for overall improvements that would make processes run more smoothly:

- 1.
- 2.
- 3.

Attachment F
COMMUNICATIONS USER GROUP
MEETING AGENDA - Draft

- I. **Call to Order**
- II. **Introductions**
- III. **Approval of the minutes from the last meeting**
- IV. **Reports**
 - A. Fire - EMS Reports
 - B. Law Reports
 - C. Combined User Group Reports
 - D. 911 Communications Center Report
 - 1. Budget Status
 - 2. Improvements
 - 3. Projects
 - 4. New Policies
 - 5. State 911/Advisory Committee
- V. **New Business**
- VI. **Good of the Order**
- VII. **Adjournment**

**Attachment G –
Intentionally Omitted**

Attachment H - Acronyms and Definitions

Administrative Services	Services provided by Lewis County. Includes but not limited to facility, personal services, maintenance, legal services, networking series, risk management and financial services.
BOCC	Lewis County Board of County Commissioners.
Combined User Committee	Committee representing an equal number of emergency service provider’s representatives appointed by the user agencies representing Fire, Law, and the Communications Center. Duties include making recommendations to the 911 Director regarding developing dispatching procedures and SOPs, reviewing budgets, and developing policies.
Communications Center Administrative Assistant	Provides secretarial services to the Combined User Committee, as directed by the 911 Director.
Communications Center operating costs	Currently includes staff salaries, benefits, training, and annual expenses to operate the dispatch center.
County Administrative Expenses	<p>Lewis County shall provide administrative & contract services to the LCCC as required. Such services include, but are not necessarily limited to:</p> <ul style="list-style-type: none"> • Facility space to house the LCCC • Personnel/employee services • Maintenance of the facility and systems • Legal Services • Networking Services • Risk Management • Human Resources • Financial Services • Contract Services <p>It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.</p>
Communications Systems	The Lewis County communications systems include both the 911 Communications Center (Dispatch) and the external infrastructure that provides the communications connection between dispatching and the response communities.

Director (911)	Director of the Department of Emergency Services, appointed by the BOCC. Establishes policies and budgets, with review by the Combined User Committee, for the Communications Center.
Formal Complaint Form	Form used by anyone outside the employment of the 911 Department who wishes to make a formal complaint about an employee of the 911 Department.
Discipline Field Manuals	Lewis County Communications Center Policy, Procedures & Operations Manual: specific sections by discipline as follows: 601-700 Law Enforcement Operations 701-800 Fire District Operations 801-900 EMS Operations
Incident Inquiry Form	Form to be used to identify equipment, personnel, and procedural issues between 911 Center and the User partners. May be initiated by either partner.
ILA	Interlocal Agreement
LCC	Lewis County Communications
LCCC	Lewis County Communications Center
LCC Policy, Procedures and Operations Manual	Guiding document addressing policy, procedure, and operations governing all Lewis County partners participating in the Lewis County Communications program.
Partner Agency	Signatory agencies in the Interlocal Agreement (ILA) for Lewis County Communications, including Lewis County, municipalities, Law Enforcement, Fire Services and Emergency Medical Services entities.
Revenue	All sources of income, except User fees to include: grants, 911 taxes, and other miscellaneous payments.
SOP	Standard Operating Procedures
User Agency Funding Formula	Formula used to establish user costs based on the LCCC intending to be self-sufficient. Users pay their proportionate share of the total annual costs for maintenance, operation, and repair costs after any revenue has been applied.

Attachment I – Lewis County Government Radio Sites

Site	Location	Description
1. Cooks Hill	Centralia Area off Cooks Hill RFA station 5	<ul style="list-style-type: none"> • RFA Prime simulcast site • Fire F1 Cooks can B/U Crego fire if needed • REDNET west • Main dispatch tie in for RFA • FRA B/U repeater west • Microwave to Seminary Hill (4.6 GHz licensed)
2. Davis Hill	North Centralia off Roanoke at Centralia water reservoir	<ul style="list-style-type: none"> • Centralia 3 for Centralia PD • City PD Davis voted receiver • S/O Davis voted receiver
3. Chehalis Ridge	JE of N National Ave and Chamber of Commerce Wy	<ul style="list-style-type: none"> • City PD prime site • Main dispatch tie in for City PD • Voter controlled base station • Microwave to Old Courthouse (2.4 GHz spread spectrum unlicensed)
4. Brockway	Chehalis are on Brockway Rd and Smokey Lane	<ul style="list-style-type: none"> • Chehalis 3 for Chehalis PD (city owned)
5. Seminary Hill	Centralia area on Seminary Hill Rd	<ul style="list-style-type: none"> • FRA Seminary voted receiver • City PD Seminary voted receiver • Microwave to Cooks Hill (4.9 GHz licensed)
6. Historic Courthouse	Chehalis on Main Street	<ul style="list-style-type: none"> • Dispatch center and main hub • E911 main answering point • ECW phone system • Motorola MCC7100 K core Radio control • Lewis County P/W Control station • LCSO Courthouse control station (voted) • City PD B/U • RFA B/U and RFA B/U repeater control station • Auxiliary Base station <ul style="list-style-type: none"> ○ REDNET ○ LERN ○ S/O West ○ Fire F1 ○ HEAR ○ DEM W • Fire monitor (recording purposes only) • WSP receiver • NAWAS and EAS • Receiver voting eqpt for LCSO, Fire F1, P/W, DEM • Microwave to Summit Hill (2.4 GHz spread spectrum) • Cabled tie in to law and Justice Center • CEMNET low band to State EMD (911 Department) • Emergency Operations Center
7. Law and Justice	Chehalis on Main Street	<ul style="list-style-type: none"> • Microwave to Crego Hill (6 GHz licensed) • Cabled tie in to Old Courthouse • Radio Amateur Civil Emergency Services eqpt.
8. Lewis County Public Works	Chehalis off Kresky Ave	<ul style="list-style-type: none"> • Cabled tie-in of desk remotes to P/W control station at Historic Courthouse
9. Crego Hill	SW of Chehalis in hills overlooking Adna	<ul style="list-style-type: none"> • Microwave to Law & Justice Ctr and Crawford Peak in Thurston Co (6 GHz licensed) • Microwave to Dog Mountain (6 GHz licensed) • Fire F1 Crego transceiver (voted) • P/W west repeater • LCSO Crego Control station (voted)

Site	Location	Description
		<ul style="list-style-type: none"> • FRA Crego (microwave and simulcast repeater for RFA) (RFA owned) • VTAC 11 West transceiver
10. Baw Faw	SW of Chehalis in hills overlooking Boistfort	<ul style="list-style-type: none"> • LCSO west repeater • DEM west repeater
11. Area 2 Shop	Spooner Rd & US 6	<ul style="list-style-type: none"> • DEM control station
12. Toledo Airport	Jackson Highway	<ul style="list-style-type: none"> • Fire F1 voted receiver • REDNET south transceiver • Public Works voted receiver • DEM voted receiver • 4.9 GHz licensed Microwave to Hopkins
13. Onalaska	Onalaska Fire Station 2	<ul style="list-style-type: none"> • Fire F1 Onalaska voted receiver (Centurylink/TDS)
14. Democrat Hill	NE of Salkum on Schoen Rd	<ul style="list-style-type: none"> • Fire F1 Democrat transceiver (voted receiver on TELCO wireline CenturyLink/TDS)
15. Hopkins Hill	WNW of Morton off Short Rd	<ul style="list-style-type: none"> • P/W East repeater • Fire F1 transceiver • DEM voted receiver • LCSO voted receiver • Microwave to Toledo (4.9 GHz licensed) • WSDOT microwave to Dog Mt. (11 GHz licensed)
16. Dog Mountain	Due South of Glenoma in hills	<ul style="list-style-type: none"> • Microwave to Crego Hill (6 GHz licensed) • Microwave to Bennett Rd (5.8 GHz spread spectrum unlicensed) • LCSO Dog voted receiver • Fire F1 Dog transceiver (voted) • East Fire Randle/LGS link control station • East Fire Packwood B/U control station • WSDOT microwave to Hopkins Hill (11 GHz licensed)
17. Storm King	South of Mineral in the mountains	<ul style="list-style-type: none"> • LCSO Storm King repeater • Storm King 9/17 fire repeater • Solar only site
18. Burley Mountain	SSE of Randle in the mountains above Cispus	<ul style="list-style-type: none"> • LCSO East repeater • DEM East repeater • Solar only site
19. LCFD #14	Highway 12 Randle	<ul style="list-style-type: none"> • E Fire Randle repeater • LGS Link repeater
20. Bennett Rd	Mile Post 124 on US 12 between Randle and Packwood	<ul style="list-style-type: none"> • Microwave to Dog Mt. (5.8 GHz spread spectrum unlicensed) • Microwave to Packwood (2.4 GHz spread spectrum unlicensed) • Public Works Bennett voted receiver • DEM Bennett voted receiver • REDNET East transceiver • VTAC 11 East transceiver
21. Packwood	At the WWPPS surge tank above Packwood	<ul style="list-style-type: none"> • E Fire Packwood repeater • Microwave to Bennett Rd (2.4 GHz spread spectrum unlicensed) • LCSO Packwood voted receiver
22. Lewis County Jail	Chehalis on Chehalis Ave.	<ul style="list-style-type: none"> • Lewis County Jail repeater (MOTOTRBO)

BOCC AGENDA ITEM SUMMARY

Resolution: 24-022

BOCC Meeting Date: Jan. 16, 2024

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications

Contact: Jennifer Libby-Jones

Phone: 360-740-3394

Department: COMM - 911

Description:

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications.

Approvals:

Publication Requirements:

Publications:

User	Status
PA's Office	Approved

Additional Copies:

Cover Letter To:

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

IN THE MATTER OF:

RESOLUTION NO. 24-022

APPROVE AN INTERLOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND PUBLIC SAFETY
PARTNER ENTITIES FOR THE OPERATION,
MAINTENANCE AND PARTICIPATION IN LEWIS
COUNTY 911 COMMUNICATIONS

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Lewis County provides 911 and dispatching services to all public safety entities within the County under an Interlocal Agreement; and

WHEREAS, the parties, Lewis County and its partner agencies, have been operating under the the ILA since January 1, 2018, and terminated December 31, 2023, and have requested to extend that ILA to June 30, 2024; and

WHEREAS, this extension will ensure continued cooperation between all parties while efforts are being undertaken to draft a new agreement.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Interlocal Agreement and hereby authorizes the Chair of the Board of County Commissioners to sign the same on behalf of the County

.

DONE IN OPEN SESSION this ____ day of _____, _____.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

David Bailey
By: David Bailey,
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner