



**BEFORE THE BOARD OF DIRECTORS OF THE
MULTI AGENCY COMMUNICATIONS CENTER**

**RESOLUTION TO
ACCEPT THE INTERLOCAL
AGREEMENT AS REVISED**)
)
) **RESOLUTION 04-2002**

WHEREAS, the Board of Directors and User Agencies determined the need to revise the Interlocal Agreement that originated in 1994 establishing the central E911 communications center for Grant County.

WHEREAS, a committee was appointed to complete this task.

WHEREAS, at the Board of Directors regular meeting held on October 11, 2001, the Board accepted the changes to the Interlocal Agreement as recommended by the committee and the new agreement was sent to all User Agencies for signatures.

WHEREAS, all User Agencies have signed the agreement as of this date.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Multi Agency Communications Center do hereby acknowledge all User Agencies for their commitment to the Multi Agency Communications Center,

AND, NOW, THEREFORE BE IT FURTHER RESOLVED, that the Board of Directors of the Multi Agency Communications Center declare the new Interlocal Agreement in force as of this date forward

AND, NOW, THEREFORE BE IT FURTHER RESOLVED, that said document will be filed according to law and distributed to all User Agencies.

ADOPTED by the Board of Directors of the Multi Agency Communications Center on this the 8TH day of August, 2002.

Michael Flagen - Vice Chair *Sharon Neva*
Maynard Flagen, Chairman Sharon Neva, Director

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**INTERLOCAL AGREEMENT
FOR THE OPERATION OF THE
MULTI AGENCY COMMUNICATIONS CENTER**

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

Recitals:

1. The legislature of the State of Washington has provided, through the interlocal cooperation act as codified in RCW 39.34, the needed statutory authority and opportunity for Grant County and the cities, towns, fire districts, hospital districts, and miscellaneous service districts to enter into a contract and agreement to cooperatively establish, maintain and operate a central communications Enhanced 911 center, hereinafter referred to as the Multi Agency Communications Center.
2. It is the desire and intent of all parties to this agreement to enhance both police and fire protection operations as well as emergency medical service operations and other various service operations in Grant County, all in a manner that will offer optimum opportunities for public support and confidence, effectiveness in operations, efficiencies and economics of operation, cooperation between jurisdictions, avoidance of unnecessary duplications of expenditures and efforts for attracting financial assistance from state, federal and private resources, for implementation, while yet assuring and enhancing the continuance and effectiveness of local policy and administrative control of police, fire, hospital, emergency medical service and other operations.

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

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



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responsibilities to provide their own equipment for receiving communications from the Multi Agency Communications Center and their own equipment for communications between their own personnel, except where otherwise agreed to.

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

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

- 4. FORMATION POWERS AND MEETINGS OF THE BOARD OF DIRECTORS: A board, to be known as the "Board of Directors", shall be formed to perform the functions and powers as set forth below. The Board of Directors shall consist of seven (7) members, as follows:

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

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

1 member from the largest City of Grant County – such member shall be the Mayor, City Council member, or an employee of that City.

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

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

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

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

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No agency or jurisdiction shall have more than one (1) representatives on the Board at one time. The exception being, the County, which shall be represented by the Sheriff's Office and the Commissioners.

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

The Director of the Multi Agency Communications Center shall act as the secretary of the Board of Directors.

The chairman of the Board of Directors of the Multi Agency Communications Center shall be elected by the members of the Board at the January Board meeting and shall be able to vote.

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

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

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

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

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

One (1) officer from the largest City; three (3) officers – one (1) each from three (3) different cities within Grant County with populations under 10,000; and one (1) officer from the Grant County Sheriff's Office. The cities to be represented will be recommended to the Board by the Police Chiefs of the cities and towns of Grant County.

The Director, or designee, of Grant County Mental Health as an ex officio member.

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

One (1) firefighter from the largest City; and one (1) firefighter from a city with a population under 10,000; and three (3) from fire districts within Grant County. The city to be represented will be selected by the Fire Chiefs of the cities and towns of Grant County and the districts represented will be recommended to the Board by the Grant County Fire Chiefs and Commissioners Association.

The Director, or designee, of Grant County Emergency Services Department as an ex officio member.

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

One (1) representative from the largest emergency medical services provider in Grant County which provides patient transport, based on the previous year's call volume. Two (2) representatives of emergency medical service providers within Grant County which provide patient transport and two (2) representative of emergency medical service providers within Grant County who do not provide patient transport; those four (4) members will be recommended to the Board by the EMS Trauma Care Council of Grant County.

The Grant County Coroner, or designee from that office, and one (1) representative of the hospital districts within Grant County, as ex officio members.

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The Board of Directors shall have the final decision on TAC member appointments.

The term for a member of any Technical Advisory Committee shall be two years although consecutive terms may be served.

The Director of the Multi Agency Communication Center shall be an ex officio member to all standing and temporary technical committees. Each technical advisory committee shall be responsible for recommending operating procedures for dispatching. All matters are subject to the approval of the Board of Directors. It is intended by this agreement that the Board of Directors shall determine the specific services to be rendered by the Multi Agency Communications Center but the technical advisory committees shall recommend the procedures by which such services shall be delivered and implemented.

The technical advisory standing committees shall meet at such time as the committee shall determine. Each committee shall select a chairperson in January of each year who shall conduct the meetings and assume such other functions as the committees shall determine. The chairpersons of the technical advisory committees shall also advise the Board of Directors at its regularly scheduled meetings of the needs of the operating departments service by the Multi Agency Communications Center.

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

Any party to this agreement which withdraws from the agreement as provided in Paragraph 3 of this agreement or the services of the Multi Agency Communications Center are terminated as provided in Paragraph 8 of this

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agreement the party shall have no right to any portion of the assets by virtue of any participation in the interlocal agreement prior to the time of withdrawal or termination. If, however, a withdrawn member, subsequent to the time of withdrawal or termination of services but prior to the dissolution of the Multi Agency Communications Center, again becomes a participating member, the party shall be entitled to a proportionate share of the assets of the Multi Agency Communications Center in the same manner as any other active participating agency.

7. CONSULTATION: The Board of Directors shall advise and consult with the police/law enforcement, fire and emergency medical services technical committees as such may be deemed necessary by the Board of Directors as to the scope and contract of the services to be undertaken by the Multi Agency Communications Center.
8. PARTICIPATION IN THE MULTI AGENCY COMMUNICATIONS CENTER: An agency's right to receive services and to participate in any capacity in the functions of the Multi Agency Communications Center shall be suspended when the party fails to transmit to the Board of Directors its assigned payment.

Each party to the agreement shall be billed monthly for its assigned payments. If a party fails to transmit to the Board of Directors its assigned payments within 60 days of the date of billing to such agency by the Multi Agency Communications Center, then the director shall immediately send to the non-paying agency a notice of proposed termination of services and participation, which notice shall give the non-paying party to this agreement 30 days in which to pay all past due arrearages. If such past due arrearages are not paid in full then the Board of Directors shall have authority to terminate all services to such party and all participation of such agency in the Multi Agency Communications Center.

9. FILING: As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the participating agencies, the Grant County Auditor, the Secretary of State, and any other entity or agency as is required by law.
10. SEVERABILITY: If any section or provision of this agreement is determined to be invalid, such action shall not affect the validity of any other section or provision.
11. EXECUTION OF AGREEMENT: This agreement shall be executed on behalf of each party by its authorized representative pursuant to an appropriate resolution or ordinance from the respective local governmental until entity or agency as the case may be. This agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon

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that party's execution of a counterpart original. Each party to this agreement shall be bound to the agreement as of the date it is signed by that party.

12. AMENDMENT It is specifically agreed by and between the parties to this agreement that this interlocal governmental agreement may be amended by the parties to the agreement with three quarters of the parties agreeing to the amendment.
13. WASHINGTON STATE PATROL LAW ENFORCEMENT DATA COMMUNICATIONS SYSTEM REQUEST: The Advisory Council on Criminal Justice Services in the Washington State Patrol has requested that all participating communications centers, such as the Multi Agency Communications Center, which are or may be terminal users of the Washington State Patrol Law Enforcement Data Communications System have certain provisions in their regulations and enabling interlocal governmental agreements concerning the responsibility for such communication. Therefore, the following is specifically agreed to:

The Multi Agency Communications Center shall bear full responsibility for ensuring that the Law Enforcement Data Communications Network and any criminal history records information received by means of such network shall be used solely for the purposes of the due administration of the criminal law or the purposes enumerated in RCW 43.43.760(3) now in force or hereafter amended. The Multi Agency Communications Center shall establish rules and regulations for compliance of this request.



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14 SIGNED AND AGREED TO AS FOLLOWS:

By: [Signature] Mayor 11-14-2001 2001
 Town of Coulee City Title Date
 > Fire, Police, Ambulance

By: [Signature] 12/21 2001
 Town of Electric City Title Date
 > Fire

By: [Signature] City Manager 11/27 2001
 City of Ephrata Title Date
 > Fire, Police, Ambulance

By: [Signature] Nov 8 2001
 City of Grand Coulee Title Date
 > Fire, Police, Ambulance

By: [Signature] Chief 11-10 2001
 Town of Mattawa Title Date
 > Police

By: [Signature] 10-20-01 2001
 City of Moses Lake Title Date
 > Fire, Police
 > Fire, Police

By: [Signature] Mayor 11-13-01 2001
 City of Quincy Title Date
 > Police

By: [Signature] 15 Nov 2001
 Royal City Title Date
 > Police

By: [Signature] Nov 7 2001
 City of Soap Lake Title Date
 > Fire, Police, Ambulance

By: [Signature] Mayor October 19 2001
 City of Warden Title Date
 > Police

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- By: Richard Lee Bailey ^{Director} Nov 8, 2001
 Port of Moses Lake Title Date
 > Public Safety Division
- By: William A. Wooten ^{Sheriff} 10-15-01, 2001
 Grant County Sheriff's Office Title Date
- By: Ken Stede ^{Commissioner} 11/14, 2001
 Grant County Fire District 3 Title Date
- By: John Egan ^{Commissioner} 7-9-02, 2001
 Grant County Fire District 4 Title Date
- By: Mike ^{Chairman} 2/9, 2001
 Grant County Fire District 5/15 Title Date
- By: Don R. Erich ^{Chairman} Nov 8, 2001
 Grant County Fire District 6 Title Date
- By: Paul Shepard ^{Chief} 1-30-2002, 2001
 Grant County Fire District 7 Title Date
- By: Paul Parker ^{Comm.} 11-14-01, 2001
 Grant County Fire District 8 Title Date
- By: Walter ^{Chief} 12-12, 2001
 Grant County Fire District 10 Title Date
- By: Paul Anderson ^{Comm.} 11-13-01, 2001
 Grant County Fire District 11 Title Date
- By: Don Stewart ^{Chief} 11/12/01, 2001
 Grant County Fire District 12 Title Date
- By: Thud (Tom) Thomas ^{Chief} October 22, 2001
 Grant County Fire District 13 Title Date
- By: Ken ^{Chairman} July 29, 2002, 2001
 Grant County Fire District 14 Title Date
- By: Donna ^{EMS Director} 10/16, 2001
 Grant County Public Hospital District #2 Date
 D.B.A. Quiney Valley Ambulance

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By: [Signature] Grant County Coroner Date: 10-16, 2001

Grant County Coroner Date: _____

By: [Signature] Grant County Emergency Services Date: 10/12/01, 2001

By: [Signature] Grant County Mental Health Date: 10/15, 2001

GRANT COUNTY
EPHRATA TELEPHONE TAX DISTRICT
EMERGENCY SERVICES COMMUNICATION DISTRICT

[Signature] Grant County Commissioner Date: 7/15/02, 2001

[Signature] Grant County Commissioner Date: 7-23-02, 2001

[Signature] Grant County Commissioner Date: 7/3/02, 2001

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