

05/10/03

RECEIVED



**AGENDA SHEET FOR COUNCIL MEETING OF: July 21, 2003**

JUL 10 2003

Submitting Dept.  
Fire

Contact Person  
Bobby Williams

Phone No. 625-7030  
CITY CLERK'S OFFICE  
SPOKANE, WA

**ADMINISTRATIVE SESSION**

**LEGISLATIVE SESSION**

**CITY PRIORITY**

- X Contract
- o Report
- o Claims

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- X Public Safety

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2003-609

RES 03-70

**STANDING COMMITTEES**  
(Date of Notification)

- o Finance \_\_\_\_\_
- o Neighborhoods \_\_\_\_\_
- o Planning/Community & Econ Dev \_\_\_\_\_

- o Public Safety \_7-21-03\_ \_\_\_\_\_
- o Public Works \_\_\_\_\_

- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

Neighborhood/Commission/Committee Notified: \_\_\_\_\_  
Action Taken: \_\_\_\_\_

**AGENDA WORDING:**

Interlocal Agreement with Spokane County and Spokane County Emergency Services Communications Board (9-1-1) for payment of work associated with the emergency services paging and radio system evaluation by Adcomm Engineering Company.

**BACKGROUND:**

See Attachment

(Attach additional sheet if necessary)

**RECOMMENDATION:**

<b>Fiscal Impact:</b> X N/A	<b>Budget Account:</b> o N/A
o Expenditure:	
o Revenue:	
o Budget Neutral	

**ATTACHMENTS:** Include in Packets:  
On file for Review in Office of City Clerk:

**SIGNATURES:**

Bobby Williams  
Department Head

\_\_\_\_\_  
Division Director

Molly Russell  
Finance

[Signature]  
Legal

[Signature]  
City Administrator for Mayor

Rob Higgins  
Council President

**DISTRIBUTION:**

- Fire - Williams
- Fire - Golden
- Police - Odenthal

- Purchasing
- Accounting
- Legal (file)

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

July 21, 2003  
[Signature]  
CITY CLERK

SIB-1

**Interlocal Agreement with Spokane County and Spokane County  
Emergency Services Communications Board (9-1-1) for payment  
of work associated with the emergency services paging and radio  
system evaluation by Adcomm Engineering Company.**

The purpose of this Agreement is to set forth the Parties' understandings regarding the payment of initial funding of work associated with the emergency services paging and radio communications system evaluation by Adcomm Engineering Company.

**Background:**

In 2001, the 911 Board, at the request of area law enforcement and fire agencies, hired and paid for ADCOMM Engineering to do a "radio study" of the entire county and city emergency services radio infrastructure. In that study, ADCOMM identified work that needed to be done to repair and upgrade the radio infrastructure to bring it up to the level needed for area law enforcement and fire agencies.

In order to implement the alternative recommended by ADCOMM to repair and upgrade the radio system, a funding source will need to be identified. In the meantime, a few items are in critical need of being evaluated this year.

The Sheriff, police and fire will pay for the work, but asked 911 to carry contract, since 911 has a long standing relationship with ADCOMM and can enter directly into the contract without further loss of time. It is desired to get this evaluation work done immediately. The high need to get this project underway immediately is weather related. Since the majority of this work is to take place on mountaintops, it needs to be completed "before the snow flies." The 911 Board agreed to do carry the contract.

The total contract amount is not to exceed \$75,000 for consulting tasks associated with changing the existing alphanumeric paging system to simulcast operation and working with Spokane County and City personnel to review and define the work required at radio sites most in need to immediate repair. Payment of the contract amount will be 50% by the fire service and 50% by law enforcement. The fire service amount of \$37,500 will be paid by CCC (combined communications center) funding through the Spokane Fire Department. The law enforcement share will be paid 25% by the Spokane Police department and 25% by the Spokane County Sheriff Office, each in an amount of \$18,750. The City total amount of payment by the Fire and Police departments shall equal \$56,250.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE )  
EXECUTION OF AN AGREEMENT BETWEEN )  
THE CITY OF SPOKANE, SPOKANE COUNTY )  
EMERGENCY SERVICES COMMUNICATION )  
BOARD AND SPOKANE COUNTY REGARDING )  
THE SHARING OF COSTS IN CONJUNCTION )  
WITH THE HIRING OF ADCOMM )  
ENGINEERING TO DETERMINE WORK )  
REQUIRED TO BE DONE ON RADIO SITES )  
NECESSARY FOR CHANGING THE EXISTING )  
ALPHANUMERIC PAGING SYSTEM TO )  
SIMULCAST PRIOR TO THE WINTER OF 2004 )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, ("Interlocal Cooperation Act"), local governmental units make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities; and

**WHEREAS**, ADCOMM Engineering Company was selected by Emergency Communications Board to do a radio study of the entire county and city emergency services radio infrastructure. In that study, ADCOMM identified work that needed to be done to repair and upgrade the radio infrastructure to bring it up to the level needed for the area law enforcement and fire agencies. One such recommendation dealt with the existing alphanumeric paging system. In order to carry out one of ADCOMM's recommendations which was to change the existing alphanumeric paging system to simulcast operation, the County, City and Emergency Communications Board desire to hire ADCOMM to review and define the work required at various radio sites most in need for immediate repair. The total contract price for the this task was not to exceed \$75,000, 50% of which (\$37,500) was to be paid by the Spokane Fire Department, 25% of which (\$18,750) by the Spokane Police Department and 25% of which (\$18,750) by the Sheriff's Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "EMERGENCY COMMUNICATIONS SYSTEM SERVICES CONTRACT INTERLOCAL COOPERATION AGREEMENT" pursuant to which, under certain terms and conditions, the County, City of Spokane and Emergency Communications Board will employ ADCOMM Engineering Company to review and define the work required at various radio sites most in need for immediate repair. The total contract price for the this task was not to exceed \$75,000, 50% of which (\$37,500) was to be paid by the Spokane Fire Department, 25% of which (\$18,750) by the Spokane Police Department and 25% of which (\$18,750) by the Sheriff's Department.

**PASSED AND ADOPTED** this 30th day of March, 2004.



ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

BY: Daniela Erickson  
Daniela Erickson, Deputy

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

[Signature]  
PHILLIP D. HARRIS, Chair

[Signature]  
M. KATE MCCASLIN, Vice Chair

[Signature]  
JOHN ROSKELLEY



After filing, return to:  
City Clerk  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

(OPR 03-609)

**EMERGENCY COMMUNICATIONS SYSTEM SERVICES CONTRACT  
4 0261 INTERLOCAL COOPERATION AGREEMENT**

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this 30th day of March, 2008<sup>4 de</sup>, by and between the CITY OF SPOKANE, Washington (the "City"), the COUNTY OF SPOKANE, Washington (the "County") and the SPOKANE COUNTY EMERGENCY SERVICES COMMUNICATION BOARD, a board created by Spokane County Code Section 1.08B, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane Washington 99260 ("911").

**WITNESSETH:**

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities;

WHEREAS, the County, pursuant to RCW 36.32.120(6), has the care of county property and the management of county funds and of the business of the County;

WHEREAS, the City, pursuant to RCW 35.22.280(3), has the power to control the finances and property of the City;

WHEREAS, the Board of County Commissioners (the "Board"), by Resolution No. 4-0261, adopted on MARCH 30, 2008<sup>4 de</sup>, found that ADCOMM Engineering Company was the most qualified firm to provide services for work associated with the County / City emergency services paging and radio communications system and approved the execution of a contract with ADCOMM Engineering Company; and

WHEREAS, 911 will administer the services contract with ADCOMM Engineering; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City, the County and 911 (collectively, the "Parties") do mutually agree as follows:

Section 1: Purpose of Agreement. The purpose of this Agreement is to set forth the Parties' understandings regarding the payment of initial funding of work associated with the emergency services paging and radio communications system evaluation by Adcomm Engineering Company.

Section 2: Payment of Fees. The total contract amount is not to exceed \$75,000 for consulting tasks associated with changing the existing alphanumeric paging system to simulcast operation and working with Spokane County and City personnel to review and define the work required at radio sites most in need to immediate repair. Payment of the contract amount will be 50% by the fire service and 50% by law enforcement. The fire service amount of \$37,500 will be paid by CCC (combined communications center) funding through the Spokane Fire Department. The law enforcement share will be paid 25% by the Spokane Police department and 25% by the Spokane County Sheriff Office, each in an amount of \$18,750. The City total amount of payment by the Fire and Police departments shall equal \$56,250.

Section 3: No Separate Entity Created. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

Section 4: Notices. Notices between the Parties will be mailed by first-class mail, postage prepaid, and/or transmitted electronically to the normal business place of the receiving Party. Notices to the City will be addressed to the City Administrator or his successor in functions. Notices to the County will be addressed to the Sheriff, with a copy to the Clerk of the Board or his/her successor in functions. Notices to 911 will be addressed to 911, with a copy to the Clerk of the Board of the County Commissioners or his/her successor in function.

Section 5: No Waiver. No officer, employee, or agent or otherwise of the City, the County or 9-1-1 has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement at law shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. Failure of any Party to enforce, at any time, any of the provisions of this Agreement or to require, at any time, performance by any other Party of any provisions shall not, in any way, affect the validity of this Agreement or any part hereof, or the right of any Party to hereafter enforce each and every such provision.

Section 6: Term. This Agreement has an initial term of twelve months, commencing on the date specified above.



Section 7: Filing of this Agreement. The City shall cause this Agreement to be filed with the Spokane County Auditor.

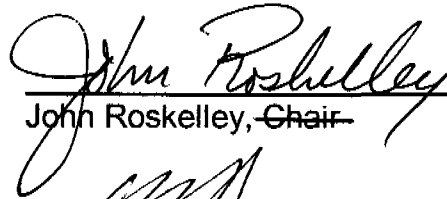
Section 8: Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 9: Severability of Terms. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

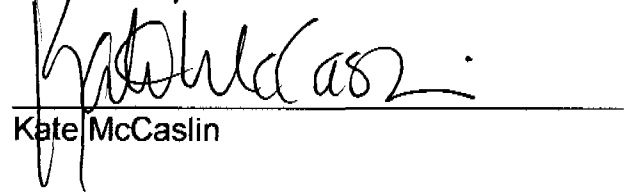
Section 10: Amendments. This Agreement may be amended only by an agreement satisfying the requirements of chapter 39.34 RCW at the time of such amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year indicated.

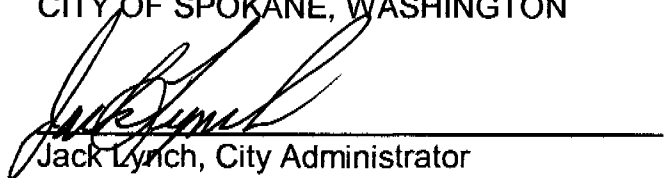
BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
John Roskelley, Chair

  
\_\_\_\_\_  
Phil Harris, CHAIR

  
\_\_\_\_\_  
Kate McCaslin

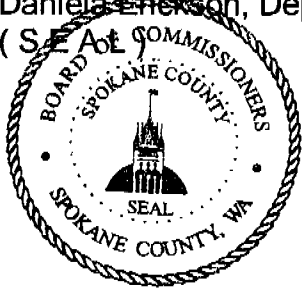
CITY OF SPOKANE, WASHINGTON

  
\_\_\_\_\_  
Jack Lynch, City Administrator

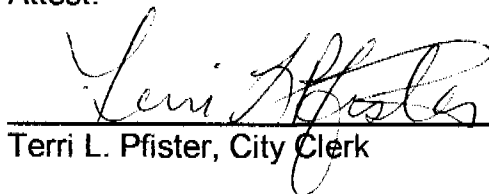
ATTEST:  
VICKY M. DALTON, Clerk of the  
Board of County Commissioners

  
\_\_\_\_\_  
Daniela Erickson, Deputy Clerk

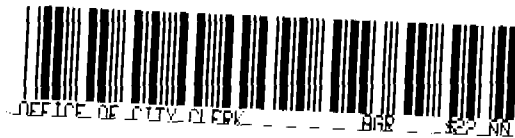
(SEAL)




Attest:

  
\_\_\_\_\_  
Terri L. Pfister, City Clerk





Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

SPOKANE COUNTY EMERGENCY  
SERVICES COMMUNICATION BOARD

  
\_\_\_\_\_  
Kelly Jennings, Chair