

06/13/07



**AGENDA SHEET FOR COUNCIL MEETING OF: April 23, 2007**

Submitting Dept: Fire Department      Contact Person/Phone No.: Bobby Williams x7001      Council Sponsor: Mary Verner

- |  |   |  |
|--|---|--|
| <b>ADMINISTRATIVE SESSION</b>  | <b>LEGISLATIVE SESSION</b>  | <b>CITY PRIORITY</b>   |
| <input checked="" type="checkbox"/> Contract<br><input type="checkbox"/> Report<br><input type="checkbox"/> Claims | <input type="checkbox"/> Emergency Ord<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Final Reading Ord<br><input type="checkbox"/> First Reading Ord<br><input type="checkbox"/> Special Consideration<br><input type="checkbox"/> Hearing | <input type="checkbox"/> Communications<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Growth Management<br><input type="checkbox"/> Human Services<br><input type="checkbox"/> Neighborhoods<br><input checked="" type="checkbox"/> Public Safety<br><input type="checkbox"/> Quality Service Delivery<br><input type="checkbox"/> Racial Equity/Cultural Diversity<br><input type="checkbox"/> Rebuild/Maintain Infrastructure |
- STANDING COMMITTEES**  
(Date of Notification)
- |  |  |
|--|--|
| <input type="checkbox"/> Finance<br><input type="checkbox"/> Neighborhoods<br><input type="checkbox"/> Planning/Community & Econ Dev | <input checked="" type="checkbox"/> Public Safety 4/16/07<br><input type="checkbox"/> Public Works |
|--|--|

CLERK'S FILE: OPR 2007-0361

RENEWS: \_\_\_\_\_

CROSS REF: \_\_\_\_\_

ENG: \_\_\_\_\_

BID: \_\_\_\_\_

REQUISITION: CR 7642

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

Action Taken: \_\_\_\_\_

**AGENDA WORDING:** Interlocal Agreement with Spokane County, Spokane County Sheriff, and Spokane County Emergency Services Communication Board regarding allocation of costs associated with the back-up Combined Communication Center. (*2732*)

(If contract, include the term.)

**BACKGROUND:** The City of Spokane, Spokane County Sheriff and Spokane County 911 have an interlocal for maintenance and operations costs for the Combined Communication Center at 1620 N. Rebecca. That interlocal did not address costs for the back-up Combined Communication Center. This interlocal will allocate maintenance and operation costs and UPS costs for the back-up center. This interlocal is effective January 1, 2007 through December 31, 2011.

(Attach additional sheet if necessary)

**RECOMMENDATION:** Approve

<b>Fiscal Impact:</b> <input type="checkbox"/> N/A	<b>Budget Account:</b> <input type="checkbox"/> N/A
X Fire Expenditure: \$ 1,275.00	#1640-35351-22552-54201
X Police Expenditure: \$1,457.00	# <del>0680-11100-28100-59500</del>
<input type="checkbox"/> Budget Neutral	

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

**SIGNATURES:**

<u>Brian Schaffter</u> Fire Department	<u>[Signature]</u> Police Department	<u>[Signature]</u> Finance <i>MKL</i>
<u>[Signature]</u> Legal	<u>[Signature]</u> Chief Operating Officer for Mayor	<u>[Signature]</u> Council President

**DISTRIBUTION:** Fire – B Williams  
Fire – A Golden  
Police – D Ingle  
Accounting

Spokane County  
Police – N Howell  
*Contract Accounting*

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
April 30, 2007  
[Signature]  
CITY CLERK

RECEIVED

JUN 13 2007

CITY CLERK'S OFFICE  
SPOKANE, WA

NO. 7 0414

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL BACK-UP )  
COMMUNICATIONS CENTER COSTS )  
AGREEMENT WITH REGARD TO THE )  
COMBINED COMMUNICATION )  
CENTER AMONG THE CITY OF )  
SPOKANE, SPOKANE COUNTY )  
EMERGENCY SERVICES )  
COMMUNICATION BOARD AND THE )  
SPOKANE COUNTY SHERIFF )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "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 cooperating with other public entities to provide services in a manner best serving the needs of local communities; and

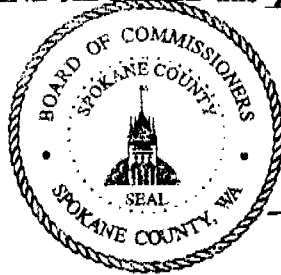
**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, the County, City of Spokane, Spokane County Emergency Services Communication Board and Spokane County Sheriff (hereinafter sometimes referred to as the "Parties") entered into agreements with respect to the (i) construction as well as (ii) maintenance and operation of the Combined Communication Center located at 1620 North Rebecca Street, Spokane, Washington. The maintenance and operation agreement does not address back-up costs for the Combined Communication Center. The Parties desire to execute an agreement wherein they will allocate among themselves back-up costs associated with the Combined Communication Center based on an agreed upon methodology for the time frame commencing January 1, 2007 and running through December 31, 2011.

**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 "INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT WITH REGARD TO THE COMBINED COMMUNICATION CENTER (January 1, 2007 -December 31, 2011)" pursuant to which, under certain terms and conditions, the County, City of Spokane, Spokane County Emergency Services Communication Board and Spokane County Sheriff will allocate among themselves back-up costs associated with the

**7 0414**

Combined Communication Center based on an agreed upon methodology for the time frame commencing January 1, 2007 and running through December 31, 2011.

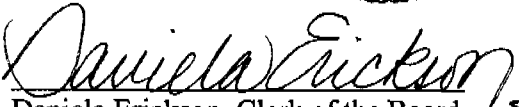
**PASSED AND ADOPTED** this 15th day of May, 2007.



  
MARK RICHARD, Chair

ATTEST:

  
BONNIE MAGER, Vice-Chair

  
Daniela Erickson, Clerk of the Board

  
TODD MIELKE, Commissioner

RECEIVED

JUN 13 2007

CITY CLERK'S OFFICE  
SPOKANE, WA

Return to: Daniela Erickson  
Clerk of the Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260

**INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT  
WITH REGARD TO THE COMBINED COMMUNICATION CENTER  
7 0414 (January 1 2007 - December 31, 2011)**

**(OPR 2007-0361)**

**THIS AGREEMENT**, made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County," the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City", the **Spokane County Emergency Services Communication Board**, a Board created the Spokane County Code Section 1.08B, having offices for the transaction of business at 1620 North Rebecca Street, Spokane, Washington 99217, hereinafter referred to as "911," and the **Spokane County Sheriff**, an elected official having offices for the transaction of business of 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "Sheriff," collectively referred to as the "Parties."

**WITNESSETH:**

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

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, the Parties entered into agreements with respect to the (i) construction and (ii) maintenance and operation of the Combined Communication Center located at 1620 North Rebecca Street, Spokane, Washington. The maintenance and operation agreement does not address 2006 costs for the back-up Combined Communication Center. The Parties desire to execute an agreement wherein they will allocate among themselves costs associated with the back-up Combined Communication Center.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the Parties do mutually agree as follows:

**Section 1: Purpose of Agreement.** The purpose of this Agreement is to set forth the Parties' understanding regarding the allocation of costs associated with the back-up Combined Communication Center.

**Section 2: Allocation of Costs.** For the purpose of this Agreement back-up costs shall include (i) maintenance and operation costs ("M&O") and (2) uninterruptible power supply costs ("UPS").

M&O costs shall be allocated among the Parties based of their respective square footage occupancy of the Combined Communication Center ("CCC") as of January 1<sup>st</sup> of each year.

UPS costs as billed by the manufacturer shall be allocated equally among the Parties based on a flat fee after allocating annually fifteen percent (15%) of such costs directly to Spokane County Fire Protection District No. 9 ("SCFPD #9).

M&O costs shall annually include but not be limited to costs incurred by SCFPD #9 for building operation such as power, janitorial service, building maintenance and lease of space.

UPS costs shall annually include but not be limited to an annual maintenance contract and replacement batteries if needed. As the UPS is under warranty, the annual maintenance contract and associated costs will be a 2008 expense.

**Section 3: Payment of Costs.** The following chart, as an example, sets forth each Party's respective 2006 costs associated with the back-up Combined Communication Center.

For all subsequent years this Agreement is in effect, 911 shall prepare a similar chart and provide the chart to all Parties in conjunction with any billing. The revised charge shall include the percentage of occupancy used to allocate M&O costs.

The 2006 back-up center cost chart is:

AGENCY	M&O	UPS**no until 2008	invoice	TOTAL
911	\$2, 429.00 (40%)	\$657.68		\$3086.68
SCSO	\$ 911.00 (15%)	\$657.68		\$1568.68
CITY				
SPD	\$1,457.00 (24%)	\$657.68		\$2114.68
SFD	\$1,275.00 (21%)	\$657.68		\$1932.68
SCFD No. 9	\$ 0 (0%)	\$464.25		\$ 464.25

911 shall bill the Parties their respective "Total" back-up center costs annually after receipt of an invoice from the UPS manufacturer or from SCFPD #9. Payment by each party will be due thirty (30) days after billing. 911 may, at its sole option, charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the County's investment pool.

**Section 4: Duration/Withdrawal.** This Agreement shall commence January 1, 2007 and run through December 31, 2011. This Agreement may be terminated at any time by mutual agreement of all Parties.

**Section 5: Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**Section 6: Modification.** This Agreement may be modified in writing by mutual written agreement of the Parties.

**Section 7: All Writings Contained Herein/Binding effect.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

**Section 8: Severability.** The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

**Section 9: Records.** 911 shall provide access to the Parties' representatives at reasonable times and in a reasonable manner to inspect and documents used to calculate or allocate back-up costs under the terms of this Agreement.

**Section 10: Notice.** All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth above or such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

**Section 11: Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**Section 12: Headings.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

**Section 13: RCW 39.34 Required Clauses.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The COUNTY shall place this Agreement on its WEB site.

F. FINANCING

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION

See Section 3 above.

IN WITNESS WHEREOF, the Parties have caused this document to be executed on the date and year opposite their respective signature blocks.

DATED this 15<sup>th</sup> day of May, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



[Signature]  
MARK RICHARD, Chair

[Signature]  
BONNIE MAGER, Vice-Chair

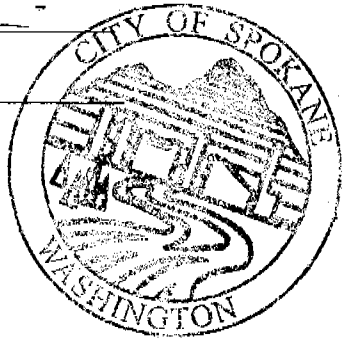
[Signature]  
TODD MIELKE, Commissioner

ATTEST:

By: [Signature]  
DANIELA ERICKSON  
Clerk of the Board

Attest: [Signature]  
City Clerk

CITY OF SPOKANE  
By: [Signature]  
Its: \_\_\_\_\_  
Administrative Services Director



DATED this 3<sup>rd</sup> day of May, 2007.

Approved as to form only:  
[Signature]  
City Attorney (ASST)

DATED this 4<sup>th</sup> day of June, 2007.

SPOKANE COUNTY EMERGENCY  
COMMUNICATIONS BOARD

By: [Signature]  
Its: \_\_\_\_\_

DATED this 27<sup>th</sup> day of May, 2007.

SPOKANE COUNTY SHERIFF

By: [Signature]  
Its: \_\_\_\_\_