

COUNTY ORIGINAL

2019-0510

**WHAT-COMM COMMUNICATIONS CENTER
INTER-LOCAL AGREEMENT**

THIS AGREEMENT is by and between the County of Whatcom, a political subdivision of the State of Washington (hereinafter the "County"); and the City of Bellingham, a first-class municipal corporation of the state of Washington (hereinafter the "City"). Other local governments of Whatcom County may receive communications services by signing a writing of agreement with the What-Comm Administrative Board for participation in the What-Comm/Prospect Communications Centers.

WITNESSETH THAT:

WHEREAS, the County's Sheriff's Office and the City's Police Department have previously negotiated for the consolidation of their communications under the supervision of the City's Police Department; and

WHEREAS, R.C.W.39.34 permits local governmental units to make official use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the citizens of Whatcom County have approved by passage of initiative that it is in the best interest of the citizens of Whatcom County to consolidate public safety communications with a 9-1-1 emergency telephone answering point, utilizing the best available communications equipment and taking advantage of the economies of scale; and

WHEREAS, the City and County enjoy the benefits of having two communications centers, one for law enforcement as the primary public safety answering point, and one for fire/EMS as the secondary public safety answering point, each capable of providing back up support for the other, providing an effective and efficient communication link between those people with a fire, medical, or law enforcement emergency and those agencies designated to respond to such emergencies; nothing in this section shall preclude co-locating law enforcement and fire communications; and

WHEREAS, emergency vehicles, equipment, and responders are a limited resource, dedicated law enforcement and fire/EMS dispatchers with a high level of specialized training will be able to provide higher quality service to user agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the provisions of R.C.W.38.52 and R.C.W.39.34, the parties hereto do agree as follows:

I. PURPOSE

It is the purpose of this agreement to provide a mechanism whereby all Whatcom County Public Safety Agencies may combine all, or portions of their law enforcement, fire and emergency medical communications dispatching services, by the establishment of a consolidated telephone call receiving and law enforcement dispatch communications center (hereinafter the "What-Comm Communications Center"), operated by City Police Department Personnel, and a Fire/EMS dispatch center (hereinafter the "Prospect Communications Center" or "Prospect"), operated by City Fire Department personnel. The parties further hereby intend to extend to all government emergency service agencies of Whatcom County, including but not limited to general municipal police departments, Fire/EMS departments, the opportunity to receive communication services. It is also the purpose of this agreement to replace the previous Interlocal Agreement, executed June 27, 2002 (City Contract No. 2002-0282; County Contract No. 200206001, which was previously entered into December 29, 1995 under City Contract 1995-0061, County Contract No. 9512051), with this new Interlocal Agreement, consolidating the previous agreed upon amendments into one concise document.

II. DURATION

The duration of this agreement shall be in effect the 1st day of July 2019 and terminate at midnight on the 30th day of June 2020 unless this agreement is sooner extended or terminated in accordance with the terms hereof.

III. ADMINISTRATIVE AND OPERATIONAL ORGANIZATION

A. Administrative Organization: The parties hereto agree to establish an Administrative Board, which shall be the administrative policy-making agency for the Centers. The Parties also agree to establish an Operations Board which shall provide recommendations to the Administrative Board related to operational procedures and administrative issues as well as other duties delegated by the Administrative Board. The composition of the Operations Board shall be determined by the Administrative Board.

1. The Administrative Board shall be composed of nine voting members and one non-voting member, to wit: The Whatcom County Executive; the Whatcom County Sheriff; the City of Bellingham Mayor; the Chairperson of the County Council Finance Committee; the Chairperson of the Bellingham City Council Public Safety Committee; the City of Bellingham Police Chief, the City of Bellingham Fire Chief, who shall serve as an ex officio nonvoting member; one elected mayor or council person to represent the general authority law enforcement agencies of the various county cities. When there is a vacancy on the Administrative Board for law enforcement representation from the various county cities, WHAT-Comm will notify the Chair of the Administrative Board, who will in turn contact the mayors of the various county cities and ask them for their selection to fill the vacancy. One elected fire commissioner to represent all the rural fire districts joining herein, chosen by them; and one Fire Chief from the Whatcom County Fire Chiefs Association, to be chosen by them.
2. The Board may establish by-laws consistent with this agreement, should the need arise.
3. The Board shall have the authority to:
 - a. Establish, via majority vote and in writing, broad policy guidelines for the operation of the What-Comm Communications Center and Prospect Communications Center.
 - b. Determine annually the financial contributions of the parties hereto and make adjustments in the same if the Board determines that any of the

parties is bearing an unjust share of costs of the Center, or in the event that a funding shortage occurs. Decisions on financial contributions shall be made by a majority of the Board.

- c. To approve the joining herein of any other users wishing to participate, by giving its approval by a majority vote, without having to re-submit this agreement to the legislative bodies of the participating governments.
- d. The Board may review the operational policies and procedures developed by the What-Comm and Prospect Centers' administrative staff. The Board shall have, by majority vote, power to finally resolve any disputes over operations policies that cannot be appropriately resolved by the Chief of the City of Bellingham Police Department, the Chief of the City of Bellingham Fire Department, the user agencies, or the Centers' administrative staff.
- e. Locate and lease the facility and space for the Centers.

B. Operations Board:

- 1. The Operations Board shall serve as advisors and make recommendations to the Administration Board regarding operational and logistical components of dispatch services through both What-Comm Communications Center and Prospect Communications Center. Membership will be determined by the What-Comm Administrative Board.
- 2. The Operations Board shall review and comment on operational and administrative issues related to the operation of the What-Comm Communications Center and Prospect Communications Center.
- 3. The Operations Board will advise the Administrative Board in evaluating the annual budget and budget amendments.
- 4. The Operations Board will assist the Administrative Board in evaluating the performance of each Center.
- 5. The Operations Board shall perform other duties delegated by the Administrative Board.

C. Administration of the What-Comm Communications Center: Administration of the What-Comm Communications Center shall be the responsibility of the City of Bellingham Police Chief, (hereinafter the Bellingham Police Chief).

1. The Bellingham Police Chief or designee shall serve as What-Comm's chief executive officer on behalf of all of the user agencies and governments. The Bellingham Police Chief shall be responsible for the administration, operation, direction, and oversight of the What-Comm public safety answering point and law enforcement dispatching. The directing chain of command shall extend from the Bellingham Police Chief through the Deputy Chief of Services to the What-Comm Deputy Director of Operations. In this capacity, the Chief is empowered to direct the development of the What-Comm yearly budget; establish operational policies; hire, discipline, and terminate all What-Comm personnel; enter into contracts with telecommunications providers on behalf of all user agencies; and have full authority to direct the normal operations of What-Comm on an ongoing basis.

D. Administration of the Prospect Communications Center: The Bellingham Fire Chief or designee shall be responsible for the administration, operation, direction, and oversight of the Prospect Communications Dispatch Center.

E. User Participation:

1. Ad Hoc Committees – User agencies may participate in the operation of the What-Comm Communications Center and Prospect Communications Center through Ad Hoc Committees created to address specific operational and administrative issues related to the two Centers.

IV. JOINING OF OTHER USERS

Other governmental bodies, or emergency service organizations of the Whatcom County area, may make use of the services of the Centers by:

- A. Executing a writing, in accordance with the applicable laws of the state of Washington, agreeing to be bound hereby in all respects, bearing a proportional share of the financing of the Centers, and;
- B. Providing funding of any staffing, recent equipment or operational enhancements, and expansion or upgrades necessary to accommodate the new user(s) into the Centers.
- C. Upon approval of the joining of a new user hereto, the Administrative Board may adopt a revised What-Comm budget and re-compute the financial contributions of the various parties hereto, and shall inform them forthwith of their adjusted contribution, if any, for the current calendar year.

V. THE CITY AGREES TO:

- A. Staff, supervise, operate, and maintain two Centers, using City employees.
- B. Maintain records and statistics regarding Center operations and assist user agencies with obtaining monthly reports of the same, and of each user's utilization of the Centers.
- C. Maintain books, records and documents and accounting procedures and practices which accurately reflect the costs and revenues related to the performance of this Agreement. On an annual basis the City will provide a financial report showing actual revenues and expenditures compared to budgeted revenues and expenditures together with fund balances. The format will be mutually agreed upon by the County and the City and shall be consistent with the budget formula(s) reflected in Section VIII Finances.
- D. Provide the following communication services:
 - 1. An E9-1-1 emergency telephone answering point for the receipt of calls for emergency and other assistance.
 - 2. The utilization of the What-Comm Communications Centers' and Prospect Communications Centers' communication resources to dispatch and support all law enforcement user agencies vehicles and units, all fire user agencies vehicles and units and provision of necessary information thereto;

3. Back up dispatch resources and coordination between What-Comm Center and Prospect Fire Dispatch Center;
 4. The sending, receipt and notification of all teletype messages addressed to or from parties hereto, that are pertinent to the operation of the Centers, or the dispatching of their public safety personnel; and,
 5. The reasonable performance of other tasks as are necessary to provide for the proper and efficient operation of the Centers, upon the approval of the Administrative Board and the availability of necessary funding.
- E.** The City shall provide direct call transfer service to the U.S. Border Patrol Dispatch Center in Blaine through which all emergency calls for police service within the corporate boundaries of Sumas shall be directed for dispatching.
- F.** The City shall provide direct call transfer service to the Prospect Communications Center through which all emergency calls for Fire and EMS within the County boundary (except for the Newhalem area) shall be directed for dispatching.
- G.** The City shall establish a special revenue fund known as the Public Safety Dispatch Fund. The fund is to account for the receipt and expenditure of all monies related to the operations of the What-Comm and Prospect Communications Centers. The operations within the fund shall be the responsibility of the Bellingham Police Department in accordance with those policies approved by the Center's Administrative Board.

VI. THE COUNTY – TELEPHONE EXCISE TAX:

The County shall collect a County-wide telephone excise tax as established by County Ordinance and make it available to the City within three days of receipt for deposit into the Public Safety Dispatch Fund.

VII. THE PARTIES HERETO AGREE THAT:

A. Radio frequencies:

Each participating user, while retaining ownership or license right to the radio frequencies used by the user at the time of joining in this agreement, agrees to permit use and routine operational control of those frequencies by each Centers' personnel. Each user shall be responsible for renewing its own frequency licenses at the end of the respective license periods and to maintain their base radio stations, repeaters and other radio support equipment.

B. Liabilities:

Except as provided to the contrary in R.C.W.38.52, the City agrees to hold participating users harmless from any claims against those users directly resulting from actions or omissions on the part of any employee or agency of the City providing emergency communication services under this agreement; provided, however, each user agrees to hold the City harmless from any claims against the City directly resulting from actions or omissions on the part of any employee or agency of that user when such acts or omissions result in the transmission by the user of erroneous or incomplete information to the City in the course of the City providing emergency communication services under this agreement.

C. Disputes between parties:

Should a dispute arise between two or more participants hereto, the parties shall resolve the same by:

1. Submitting law enforcement disputes to the Bellingham Police Chief for resolution, and submitting fire department disputes to the Bellingham Fire Chief for resolution.
2. If the Bellingham Police or Fire Chief fail to resolve the same, or if the parties find the solution tendered unacceptable, the matter shall be submitted to the Center's Administrative Board for final resolution.
 - a. The Administrative Board shall not, however, reverse the decision of either the Bellingham Police or Fire Chief if the result would be to create an unacceptable threat to the safety of operational personnel serviced by the Centers, or unreasonably hinder the safe, effective, or efficient operation of either Center.

VIII. FINANCES:

- A.** It shall be the responsibility of the Bellingham Police Chief and Bellingham Fire Chief to oversee the preparation of an annual budget request which will include all necessary and required revenues and expenditures for What-Comm Communications. Such budget shall include as expense items an amount for liability exposure or insurance coverage as well as a sum sufficient to cover the City's costs of providing support services to the What-Comm Communications Center and Prospect Communications Center together with all other reasonable and necessary expenses.
- B.** The cost of the Centers' operations shall be divided into two cost components:
1. The What-Comm Public Safety Answering Point (PSAP) Cost Component shall include all costs associated with the operations of the What-Comm 911 Center. What-Comm is the Primary PSAP for Whatcom County and as such, all PSAP costs are 911 tax eligible except for costs associated with dispatching. Therefore, the PSAP Cost Component shall be divided into two categories; Law Dispatching Costs and Call Taking Costs. The percentage of use shall be determined by the actual percentage of work performed per WAC 118-66-060. The What-Comm Deputy Director will review staffing and workload statistics every two years and will adjust the percentages accordingly.
 - a. Law Dispatching Costs shall include any items used solely for dispatching (i.e. radio equipment, radio maintenance, ACCESS fees) as well as the proportional share of What-Comm costs as determined by the budget process and WAC 118-66-060.
 - b. Call Taking Costs shall include the eligible portion of What-Comm costs per WAC 118-66-060. All 911 tax revenue shall be applied to PSAP Call Taking Costs. All remaining Call Taking Costs not covered by tax revenue, shall be distributed to Law Enforcement and Fire/EMS user agencies. This cost will be divided based on the percentage of incoming 911 calls processed by What-Comm and Prospect. Prospect's portion shall be determined by the

percentage of all 911 calls that were transferred from What-Comm to Prospect. These percentages will be based on the last completed years' (i.e. 2020 is based on 2018 call stats) 911 call statistics. If 911 tax revenue exceeds Call Taking Costs, the excess funds shall be placed into a 911 Tax Reserve. Any funds in the 911 Tax Reserve must be used in accordance with WAC 118-66-060 and WAC 118-66-050.

2. The Fire/EMS Cost Component shall include costs associated with Fire/EMS dispatching and the administration and operations of the Prospect Dispatch Center. In addition, the Fire/EMS Cost Component will include their share of the PSAP Call Taking Costs as described in VIII.B.1.b above.
- C. Commencing on the date that this agreement is executed by the County and the City of Bellingham, for all user agencies, the participating parties shall pay to the City on a quarterly basis, pursuant to this contract, their financial contributions for the costs of operation of the Centers.

User agencies will be billed each quarter for their estimated proportional share of the yearly operating expenses of the Centers based on usage during the prior 12 months, July through June. Bills will be adjusted the first quarter of each year to balance any overpayments or underpayments of estimated bills for the previous year.

Fire/EMS Financial contributions bill adjustment will end on January 1, 2020. There will be no Fire/EMS bill adjustment for 2019 incidents and future years.

- D. Computation of the distribution of financial contributions:
1. The computation of the law enforcement and fire/EMS user agencies financial share of their respective cost component as specified above in Section B, subsection 2 and 3, shall be based on the following:
 - a. The formula for computing the financial contributions for the law enforcement agencies is as follows:

[(Total Law Enforcement Cost Component) X (.50) X (% of Population)] plus [(Total Law Cost Component) X (.25) X (% of Usage)] plus [(Total Law Enforcement Cost Component) X (.25) X (% of Commissioned Officers)] = the law enforcement user agencies financial contribution.

- b. The formula for computing the financial contributions for the Fire/EMS agencies is as follows:

[(Total Fire/EMS Cost Component) divided by the total number of calls-for-service] times (each agencies calls-for-service)] equals user Fire/EMS agencies financial contribution.

This cost component shall be calculated using the average of the last three most recently completed calendar years of fire agency incidents.

- E. Where financial contribution, population, usage, calls for service, and commissioned officer(s) are used, they will be defined as follows:

1. **“Population”** means the expression, in percent, of a user’s population as a proportion of the entire population served by the Center. The population figure shall be based on the last general census, updated by the latest estimates available from the state of Washington or such other method as may be selected by the Administrative Board.
2. **“Usage”** means the expression, in percent, of a user’s use of the services of the Center, as compared to the total usage by all like users. Usage shall be determined by a count of the user’s “units of use” (for the prior 12 months for budget purposes), which is defined as an incident which results in an emergency services unit being dispatched, or an event number being assigned in conformance with the procedures established by the Administrative Board. If figures regarding units of use for an entire year are unavailable for either a participating user or for the entire system, the City may extrapolate the available figures in order to determine either the yearly

units of use attributable to a user, or the annual units of use of the entire system.

3. **“Commissioned Officers”** means members of the law enforcement user agency that hold an actual “general authority” commission, or functional equivalent, within an operational jurisdiction, within Whatcom County and the state of Washington.
 4. **“Financial Contribution”** means the proportion of the Center’s total annual budget paid by a user. Upon acceptance as a new user agency, the contribution may be reduced on a pro rate basis if the user participates in the Centers for less than a full year. The total financial contribution shall be the amount by which budgeted expenditures exceed authorized, budgeted revenues (consistent with section H of this agreement and exclusive of those paid by user parties) and budgeted use of reserve funds
 5. **“Calls for Service”** means each user’s “units of use”, which is defined as an incident which results in one or more emergency service units being dispatched and an incident number being created.
- F. In the event of a budget shortage in the PSAP operations costs, the Administrative Board may assess each user an additional levy, based on the above computation of financial contributions.
- G. In the event of a budget shortage in either the law enforcement dispatch operations budget or Fire/EMS dispatch operations budget, the Administrative Board may assess each of the respective law enforcement agencies or Fire/EMS agencies an additional levy, based on the above computation of financial contributions.
- H. Any 911 tax revenue collected beyond PSAP costs shall be placed into a fund (911 Tax Reserve) for expenses eligible per WAC 118-66-060 and WAC 118-66-050.
- I. Any unspent funds (not including unspent 911 tax revenue) shall be placed into a reserve. This reserve shall maintain a minimum balance of \$675,000. At the Admin Board’s discretion, any or all of the balance above \$675,000 may be used to

buy down user fees in a manner that is fair and equitable to all user agencies or to pay for capital or other one-time expenses.

J. The Center may accept gifts and donations, and may apply for and receive grants of money or equipment from other governments. Grant applications shall be prepared under supervision of the Bellingham Chief of Police or Fire Chief, and shall be submitted on the authority of, and with approval of, the Administrative Board.

K. The funding formula included herein shall be deemed to cover and include any and all additional administrative fees, salaries and charges, except those that arise as necessary, unanticipated and unavoidable costs after the implementation of this agreement.

L. In the event that the County opts to terminate the "First Responder" Contract with the rural fire districts, all portions of this section (Section VIII) regarding the establishment, determination and calculation of cost components, funding formulas and cost shares shall become null and void, and shall require renegotiations by the parties hereto.

M. This contract is subject to review by State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for the preceding three (3) years, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

IX. PROPERTY AND EQUIPMENT:

- A.** Each Center's equipment shall be in the custody of the City, but ownership shall remain in the contributing agency. The City shall be responsible for the maintenance of all such equipment in good repair and adjustment, normal wear and tear excepted. Upon initial receipt of custody of equipment from any user whatsoever, the City shall enter it into a master inventory, describing the equipment fully, including its condition on receipt. Should any user withdraw from this agreement, as provided herein, equipment owned or controlled by it shall be returned within 90 days of the effective withdrawal date.
- B.** Other users joining herein may contribute equipment to the Centers in accordance with the foregoing. Should another user, upon joining herein, decided to maintain dispatch services or active base stations in addition to services received from the Centers, it is understood that operational net control remains with the Centers, absent agreement by the Administrative Board to the contrary.
- C.** Any major acquisitions of new or replacement technology, software, computer-aided dispatch or computer hardware, by either What-Comm or any User Agency, shall require consultation between What-Comm and User Agencies to ensure that such systems or hardware are compatible with the needs of both What-Comm and User Agencies. Major acquisitions are defined as those which will affect user agency systems. Any dispute arising under this section shall be resolved in accordance with VII (C).

X. MODIFICATION, WITHDRAWAL, AND TERMINATION:

- A.** This agreement may be modified or extended in duration by mutual agreement of the participating parties under the following circumstances:

 - 1. The Administrative Board agree on the necessity for modification or extension; and,
 - 2. The Administrative Board submits, in writing, a proposed modification or extension to all users currently joined herein; and,
 - 3. The modification or extension is accepted by legislative act of a majority of the users joined herein. Modifications shall be effective 30 days after the last acceptance by a user's legislative body that constitutes a majority of users.

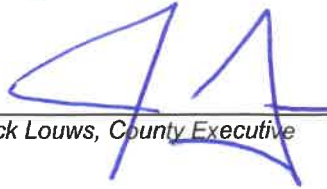
- B. Withdrawal:** The parties hereto or a participant may withdraw from this agreement only by legislative act of its governing body, communicated to the Administrative Board in writing. Such withdrawal shall be effective on midnight of December 31, of the year in which notice of withdrawal is tendered and in no cases prior to that date. Requests to withdraw by either party hereto shall require 6 months advance written notice.
- C. Withdrawal may be imposed upon any user under the following circumstances:**
1. If it is determined that a consistent pattern of abuse of operational policies by a user's personnel exists, and such determination is communicated to the Bellingham Police Chief in writing, in order that administrative action may be taken to remedy the abuse.
 2. In the event that the abuse is not resolved through the actions of the Bellingham Police Chief, the Chief shall refer the facts and his recommendations to the Administrative Board.
 3. The Administrative Board shall attempt to resolve the abuse by negotiation. If this fails, the Administrative Board shall have the authority to terminate the user's services hereunder and exclude the user herefrom, acting by a vote of the majority of the Board.
 4. Involuntary withdrawal as described by the foregoing shall be effective 90 days after the Administrative Board renders its decision.
- D. Termination of this agreement may be accomplished by the following:**
1. The Administrative Board shall have the authority to recommend termination of this agreement to the legislative bodies of the user's governments. Upon acceptance of the recommendation for termination by a user's legislative body, that user shall be deemed to have withdrawn, in accordance with the foregoing.
 2. Users desiring to continue hereunder after a recommendation for termination may renegotiate this agreement, in accordance with the provisions for modification provided herein.

3. Termination of this agreement shall be effective no less than 120 days from the date of the recommendation for termination by the Board.

E. General Terms

1. 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.
2. The City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The City shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or terminations; rates of pay or other form of compensation, selection for training including apprenticeship; and participation in recreational and educational activities. They agree to post, in conspicuous places available to employees and applicants for employment, notices identical to those used setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by them or on their behalf, the parties shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. They shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each user.
3. Each party agrees to aid and assist the other in accomplishing the objectives of this agreement.
4. The agreement shall be binding upon the parties hereto, their successors and assigns.

EXECUTED, this the 11th day of September, 2019, for WHATCOM COUNTY



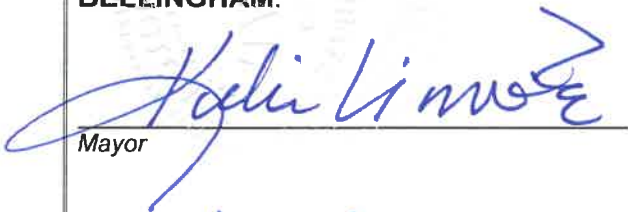
Jack Louws, County Executive

Approved as to Form:



Civil Deputy Prosecuting Attorney

EXECUTED, this the 25th day of July, 2019, for the CITY OF BELLINGHAM:



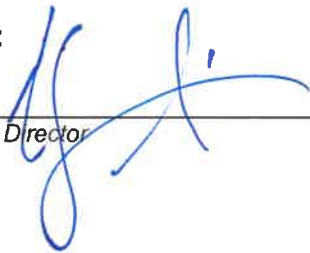
Mayor

Departmental Approval:



Department Head

Attest:



Finance Director

Approved as to Form:



Office of the City Attorney