

Table of Contents

Meeting Materials-9-28.23	3
2024 BUDGET Allocation	5
2024 USER FEES	6
June 1, 2023 Minutes	8
Interlocal Agreement Revision	12

AGENDA

ADMINISTRATIVE BOARD

Date: Thursday September 28, 2023
1:00 PM – 3:00 PM

Location: 625 Halleck Street, Bellingham, WA

1:00 p.m.

CALL TO ORDER – Whatcom County Sheriff, Bill Elfo

1:05 p.m. – 1:15 p.m.

PUBLIC COMMENT PERIOD

During this period of time, citizens may request to speak informally to the Board via ZOOM on subjects not scheduled on the agenda and will be unmuted by the moderator. EACH SPEAKER IS ALLOWED A MAXIMUM OF THREE MINUTES. If the speaker has written comments for the Board, an additional copy should be given to Julie Knight via email at jkknight@cob.org, preferably before the meeting, for our office files.

1:15 p.m. – 1:20 p.m.

Approval of the Minutes

Sheriff Elfo

1:20 p.m. – 3:00 p.m.

What-Comm/Prospect Budget Presentation

Alysn Everbeck and Dan McDermott

- Board vote for approval

3:00 p.m.

Adjourn

The next scheduled meeting will be held January 25th, 2024, at 1 PM.

**WHAT-COMM /PROSPECT COMMUNICATION CENTERS
2024 PROPOSED BUDGET COST ALLOCATION**

9/27/2023

	What-Comm (PSAP)		Prospect	2024 BUDGET	2023 BUDGET	2024 % INC/DEC	NOTES
	CALL TAKING	LAW DISPATCHING	FIRE/EMS DISPATCH				
Administration	371,281	247,521		618,802	590,934	4.72%	
Operations	3,335,441	2,263,499	2,875,400	8,474,340	8,127,585	4.27%	2023 included WHAT-COMM add'l staff and remodel
Facilities	75,227	50,151	22,694	148,072	141,774	4.44%	
Training	11,730	7,820	14,039	33,589	33,589	0.00%	
Loan Repayment to City of Bellingham	74,896	49,931	175,382	300,209	300,209	0.00%	Repayment years 2021- Mar 2026 \$1,465,993 principal plus interest
CAD Payment	0			0	151,000	-100.00%	Annual CAD Installment Payment - completed 2023
Sub-Total by Operation Center	3,868,575	2,618,922	3,087,515	9,575,012	9,345,091	2.46%	What-comm PSAP operations are allocated by work performed: 60% Call Taking; 40% Law Dispatching. An additional \$41,750 is allocated to Law Dispatch for ACCESS fees and radio shop techs
Server for Corti System			30,000	30,000			
Total Cost by Operation Center	3,868,575	2,618,922	3,117,515	9,605,012	9,345,091	2.78%	
PSAP Tax Revenue Offset							Only the cost of answering 911 calls (Call Taking) is eligible for 911 tax funds usage.
2024 911 Tax Revenue Estimate	(2,000,000)						
2022 Tax Revenue over 2M Estimate	(206,980)						
2022 State E911 Reimbursements	(64,072)						
PSAP costs not offset by tax revenues	1,597,523						PSAP costs are allocated on % of incoming 911 calls. Per 2022 Year-End Stats, the split is 79.67% Law and 20.33% transferred to Fire/EMS
User portions of PSAP Costs		1,272,746	324,777				
Sub-Total 2024 User Fees		3,891,668	3,442,292	7,333,960	7,117,636		
Equipment Fund		270,878	69,122	340,000	340,000		\$340k annually thru 2032 & \$240k annually thereafter 79.67% Law and 20.33% transferred to Fire/EMS
TOTAL 2024 User Fees		4,162,546	3,511,414	7,673,960	7,457,636	2.90%	

**WHAT-COMM/PROSPECT 2024
PROPOSED FEES
USER AGENCY SHARE**

2023 Comparisons Fees as approved by the Administrative Board (9/29/2022)

DISPATCHER STAFFING LEVEL 50 (WHAT-COMM 34 FTE's - PROSPECT 16 FTE's)

LAW ENFORCEMENT SHARE		4,162,546									
L.E. Formula: 25% Incidents + 25% Officers + 50% Population		2024 FEES	2023 FEES	AMOUNT +/-	% +/-	07/01/22 thru 06/30/23	% of Incidents	Number of Officers	% of Officers	Population	% of Population
						Number of Incidents					
LAW ENFORCEMENT AGENCIES											
W.C. SHERIFF'S (AP)		1,317,437	1,296,256	21,181	1.63%	38,453	23.82%	95	29.41%	86,498	36.68%
BELLINGHAM (BP)		1,779,998	1,753,464	26,534	1.51%	80,757	50.03%	128	39.63%	95,960	40.70%
BLAINE (JP)		145,934	142,198	3,735	2.63%	7,001	4.34%	14	4.33%	6,310	2.68%
EVERSON (EP)		82,411	84,402	(1,991)	-2.36%	2,857	1.77%	7	2.17%	4,695	1.99%
FERNDALE (FP)		288,384	297,444	(9,060)	-3.05%	10,881	6.74%	23	7.12%	16,330	6.93%
LUMMI LAW & ORDER (IP)		179,546	185,897	(6,351)	-3.42%	8,941	5.54%	22	6.81%	5,781	2.45%
LYNDEN (LP)		268,994	257,616	11,378	4.42%	9,612	5.95%	19	5.88%	16,520	7.01%
NOOKSACK (YP)		52,706	46,044	6,662	14.47%	1,082	0.67%	9	2.79%	1,896	0.80%
SUMAS (QP)		47,136	48,881	(1,745)	-3.57%	1,835	1.14%	6	1.86%	1,810	0.77%
TOTALS		4,162,546	4,112,202	50,344	1.22%	161,419	100.00%	323	100.00%	235,800	100.00%
FIRE/EMS SHARE											
FIRE/EMS SHARE		3,511,414									
Fire/EMS Formula: 100% Incidents		2024 FEES	2023 FEES	AMOUNT +/-	% +/-	2020-2022	% of Incidents				
						Average Incidents					
FIRE/EMS AGENCIES											
MEDIC I		2,775,734	2,635,146	140,588	5.34%	26,962	79.05%				
CITY OF BELLINGHAM (BF)		401,504	359,968	41,536	11.54%	3,900	11.43%				
CITY OF LYNDEN (LY)		27,076	24,840	2,236	9.00%	263	0.77%				
FIRE DISTRICTS (COUNTY)		307,100	325,480	(18,380)	-5.65%	2,983	8.75%				
TOTALS		3,511,414	3,345,434	165,980	4.96%	34,108	100.00%				
				Amt. +/-	% +/-						
MEDIC I		2,775,734	2,635,146	140,588	5.34%						
CITY (BP + BF)		2,181,502	2,113,432	68,070	3.22%						
COUNTY (AP + FIRE DISTRICTS)		1,624,537	1,621,736	2,801	0.17%						
OTHER (JP+EP+FP+IP+LP+YP+QP+LY)		1,092,187	1,087,322	4,865	0.45%						
GRAND TOTAL ALL USERS		7,673,960	7,457,636	216,324	2.90%						

WHAT-COMM/PROSPECT 2024
PROPOSED FEES
USER AGENCY SHARE

2023 Comparisons Fees as approved by the Administrative Board (9/29/2022)

Interfund Communication Services	2,181,502	Interfund = Bellingham Police & Bellingham Fire
User Charges	5,492,458	User Charges = all other agencies
Total User Fees	7,673,960	

Note:

Each law enforcement agency's proportional share of cost will be adjusted at the conclusion of the year, to include the ACTUAL transpired number of incidents Overages/Underages that occur as a result of the "true-up" of incidents, are billed in the 1st quarter of the following year.

Fee calculations are applied as stipulated per the Finance section of the What-Comm Interlocal Agreement

**WHAT-COMM COMMUNICATIONS CENTER
ADMINISTRATIVE BOARD
MINUTES
Thursday June 1, 2023
Meeting held at 625 Halleck Street, Bellingham WA and Via ZOOM**

Present were:

Administrative Board Members: Bill Elfo, Sheriff, WCSO; Scott Korthuis, Lynden Mayor; Jeff Hindman, Fire Commissioners Association Representative; Chief Rebecca Mertzig, Bellingham Police Department and Dan Hammill, City of Bellingham Council Chair of the Public Safety Committee; Bill Hewett, Bellingham Fire Chief, and Satpal Sidhu, Whatcom County Executive

Absent: Fire Chief District 7, Larry Hoffman and Whatcom County Councilmember Kathy Kershner.

Other Panelists in attendance:

Bellingham Fire Department, Prospect Division Chief, Dan McDermott; Bellingham Police Department, Deputy Chief and Director of What-Comm, David Crass; Deputy Director of What-Comm Alys Everbeck; Bellingham Deputy Finance Director, Forrest Longman.

Call to Order and Opening comments:

Sheriff Bill Elfo called the meeting to order at 1:00pm

PUBLIC COMMENT PERIOD

During this period of time, citizens may request to speak informally to the Board via ZOOM on subjects not scheduled on the agenda and will be unmuted by the moderator. EACH SPEAKER IS ALLOWED A MAXIMUM OF THREE MINUTES. If the speaker has written comments for the Board, an additional copy should be given to Julie Knight via email at jkknight@cob.org, preferably before the meeting, for our office files.

Sheriff Elfo asked the public if they had comments.

There were no public comments.

Approval of the Minutes

Sheriff Elfo asked if everyone had a chance to review the January 26, 2023 minutes and if there is a motion to approve those minutes.

Approval of the minutes was motioned, seconded, and approved unanimously.

WHAT-COMM Facility RFQ Responses

Presented by Forrest Longman

SHKS Architects is the selected design contractor. The design phase is projected to cost about 1.2 million and the total project is expected to cost a little under 12 million. The city will be receiving 1 million in grant funds toward the project.

Some of the design projects the architect was involved in is the Federal Building refurbish and the Ferndale Public Library.

After a brief discussion period, Sheriff Elfo asked if there was a motion to move forward with the project. A motion was made and seconded and approved unanimously.

**WHAT-COMM COMMUNICATIONS CENTER
ADMINISTRATIVE BOARD
MINUTES
Thursday June 1, 2023
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Interlocal Agreement Continuation

Presented by Alys Everbeck

Alys shared that she updated the interlocal agreement so that all the prior approved amendments are now incorporated into a single document. The only substantive change that is being made is the request to extend the contract through December 31, 2027.

Sheriff Elfo asked if there was a motion to approve the updated Interlocal agreement with date extension. Mayor Korthuis motioned to approve, and Executive Sidhu seconded. The motion carried with none opposed.

What-Comm Updates

Presented by Deputy Director Alys Everbeck

We are still in the midst of a hiring crisis. Several new dispatchers have been hired and are doing well, but there are still at least 5 open positions that we are working to fill. A new labor contract was recently approved and includes a higher starting wage. We are hopeful that will help draw in new people.

We have been making payments on our Versaterm CAD software system for the last 7 years and we will make the final payment within the next couple of months. We will now only need to pay annual maintenance and complete periodic equipment upgrades such as new servers.

An upgrade to the Intrado CPE software and equipment was completed in April. We also are working with Western Washington University Police Department to get them on the same call processing phone system. We are hopeful this project will be completed in August.

Since the Community Connector Program pilot began in May of 2022 things have been going well. We started tracking data in August of 2022. The data shows that over 500 calls have been identified for diversion from law enforcement to various community service resources through the Community Connector.

Bellingham Council member Dan Hammill shared a story of a young man who needed help. He was surprised the call was transferred to Prospect as the issue appeared to be related to behavioral health. The person however, was impressed with the response provided. Deputy Director Alys Everbeck shared that calls with a medical component and no clear need for law enforcement will be primarily handled by Prospect, though behavioral health resources may be dispatched as well depending on the patient's status and need. While not familiar with the specific call referenced, Alys clarified that calls related to behavioral health issues with no medical component are processed by What-Comm as Council member Hammill expects, not transferred to Prospect.

Executive Sidhu mentioned that he would like to see more information be presented to the public about the new program and asked, how do we go about doing that?

**WHAT-COMM COMMUNICATIONS CENTER
ADMINISTRATIVE BOARD
MINUTES
Thursday June 1, 2023
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Councilmember Hammill mentioned that people downtown do not want to call 911 if someone is using drugs or is not committing a crime, but something needs attention.

Deputy Director Everbeck stated that people should still call 911. When they do, calls are diverted to community services as appropriate. The 911 dispatcher is still initially gathering information and making informed decisions on who to connect the callers with.

Fire Commissioner Hindman believes that an outreach to further explain the new services to responders is needed so that they can help better support the services and get the word out to the public.

Bellingham Fire Chief Bill Hewett mentioned that we want to have a measured approach to the program awareness. We are still working to get full-time coverage for the mental health and community outreach services. There is also a further need for more sustainable funding. There was some further discussion regarding possible ways to achieve ongoing funding.

Prospect Updates

Presented by Division Chief Dan McDermott

Prospect is continuing to work on a new triage program that will streamline our ability to recognize significant out of hospital emergencies and cardiac arrests, enhance decision-making for our dispatchers and allow us to access additional features that will help in responses to nursing homes and more. The expectation is that it will be launched sometime in 2024.

The Station Alerting Program is also moving along and will hopefully be implemented by the end of the year which is expected to help lessen response times for Fire and EMS incidents. A 3-year strategic plan is also being developed that will include on-going projects and new requests that will be presented to the Administrative Board.

Executive Sidhu mentioned that PeaceHealth is an indirect beneficiary of our efforts and investments. He would like to see them involved in our efforts and become a financial contributor.

Adjourn

There being no further discussion, the meeting was adjourned.

The next scheduled meeting will be held September 28th, 2023, at 1 PM.



Satpal Singh Sidhu
Whatcom County Executive
BSc, BSEE, MBA, Fulbright Scholar



MEMO TO: Seth Fleetwood, Mayor of Bellingham
FROM: Satpal Singh Sidhu, County Executive
DATE: September 27, 2023
RE: Revisions to the Administrative Board of WHAT-Comm

I am writing at the request of Whatcom County Council, who have asked for amendments to be made to the Administrative Board positions for WHAT-Comm, by motion at their last regular Council Meeting held Tuesday September 26.

Here are the amendments:

- Bellingham Police Chief will be ex-officio non-voting member
- Fire Chief from the Whatcom County Fires Association will be ex-officio non-voting member
- Add an Alternative Response Team member as an ex-officio non-voting member

These changes result in the Board having seven voting members, instead of nine; and four ex-officio non-voting members instead of one.

I have included the interlocal agreement with track changes for your review as a separate document attached to this email.

Thank you.

**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 September 11, 2019 (City Contract No. 2019-0510; County Contract No. 201908010), 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 January 2024 and terminate at midnight on the 31st day of December 2027, 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~~seven voting members and ~~one~~four non-voting members, 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, who shall serve as an ex officio nonvoting member; 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, who shall serve as an ex officio nonvoting member, to be chosen by them; and one Alternative Response Team member who shall serve as an ex-officio nonvoting member.
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 if a funding shortage occurs. Decisions on financial contributions shall be made by a majority vote 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 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:

$$[(\text{Total Law Enforcement Cost Component}) \times (.50) \times (\% \text{ of Population})]$$

$$\text{plus } [(\text{Total Law Cost Component}) \times (.25) \times (\% \text{ of Usage})] \text{ plus } [(\text{Total Law Enforcement Cost Component}) \times (.25) \times (\% \text{ of Commissioned Officers})] =$$

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. To avoid budget shortages and keep pace with evolving technology, user agencies will be assessed additional fees annually to support an Equipment Replacement Fund (ERF) in an amount agreed upon by the Administrative Board.
 - K. 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.

- L.** 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.
- M.** 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.
- N.** The Center may offer user agencies access to supplemental technologies and services, beyond that which is necessary for call taking and dispatching. Cost shares of supplemental services shall be distributed among user agencies who agree to participate on an annual basis. These costs will be in addition to each user agency’s annual call taking and dispatching fees. User agencies not electing to make use of supplemental services will be exempt from the associated cost sharing. The cost sharing structure for each supplemental service will be mutually agreed upon by the Center and participating user agencies prior to contracting with vendors or purchasing services and/or equipment.
- O.** 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 _____ day of _____, 2023, for WHATCOM COUNTY

Satpal Singh Sidhu, County Executive

Approved as to Form:

Civil Deputy Prosecuting Attorney

EXECUTED, this the _____ day of _____, 2023, for the **CITY OF BELLINGHAM:**

Departmental Approval:

Seth Fleetwood, Mayor

Department Head

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney