### Agenda Sheet for City Council Meeting of:
**02/06/2017**

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<tr>
<th>Submitting Dept</th>
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</thead>
<tbody>
<tr>
<td>Contact Name/Phone</td>
<td>BRIAN SCHAEFFER 625-7002</td>
</tr>
<tr>
<td>Contact E-Mail</td>
<td><a href="mailto:BSCHAEFFER@SPOKANEFIRE.ORG">BSCHAEFFER@SPOKANEFIRE.ORG</a></td>
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<tr>
<td>Agenda Item Type</td>
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<tr>
<td>Agenda Item Name</td>
<td>1970 FIRE/EMS - INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES</td>
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### Agenda Wording
Interlocal Agreement with Spokane County Fire Districts 2,3,4,5,8,9,10,11,12 & 13, the Cities of Airway Heights, Cheney, and Medical Lake Washington, to set forth terms/conditions of City providing fire dispatch services for a period of 5 years.

### Summary (Background)
In the mid 1990’s, Fire Agencies in Spokane Co. agreed to merge the 4 fire/ems dispatch centers within the County into a single operation. The Parties agreed to form the CCC (Combined Communications Center) with Dispatch Services being provided by the Spokane Fire Department through contracts for service. The current 10 year contract was renewed in 2006 and expires at the end of 2016. Contract will automatically renew year to year, with a formal review by the CCC Board at least once every 5 years.

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### Approvals

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<td>DOVAL, MATTHEW</td>
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<td>WHALEY, HUNT</td>
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<td>For the Mayor</td>
<td>SANDERS, THERESA</td>
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### Additional Approvals

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<td><a href="mailto:jatwood@spokanecity.org">jatwood@spokanecity.org</a></td>
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### Council Notifications

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### APPROVED BY
SPOKANE CITY COUNCIL:  
2/6/2017

CITY CLERK
INTERLOCAL AGREEMENT (ILA)
COMBINED COMMUNICATIONS CENTER (CCC)

THIS INTERLOCAL AGREEMENT (ILA) is between the CITY OF SPOKANE, a Washington State municipal corporation as (“City”), and SPOKANE COUNTY FIRE PROTECTION DISTRICTS 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, and the CITIES OF AIRWAY HEIGHTS, CHENEF, AND MEDICAL LAKE, WASHINGTON, as (“Member”). Hereafter individually referenced as a “party”, and together as the “parties”.

WHEREAS, the City of Spokane operates a Combined Communications Center (“CCC”) which provides fire service dispatch, communications and associated services to the various fire service departments of the region; and

WHEREAS, in accordance with the provisions of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

— Now, Therefore,

The parties hereby agree as follows:

Part A. Purpose and Intent

The purpose and intent of this ILA is to set forth the terms and conditions for the provision of fire service dispatch, communications and associated services by the City to the Member.

It is intended that this ILA, which is created and entered into in a spirit of cooperation, equity, fairness and mutual benefit, provide the terms and conditions which maintain these principles with both parties.
Part B. Terms and Conditions of ILA

1. Function of the Combined Communication Center

The CCC will provide fire service communications, dispatch and associated services as set forth or provided for herein below to the Member and to other local fire protection authorities or other fire and/or EMS agencies with which the City agrees to contract with the concurrence of the CCC Policy Board.

Any local fire protection authority or other fire or EMS agency wishing to secure the services of the CCC shall enter into an agreement with the current ILA Members and the City for those services. Approved additional agencies receiving CCC services will be identified as “Users” and will have different costs and ILA provisions than Members, unless approved as “Members” by 2/3 vote of the CCC Policy Board.

The operational concept for consolidated fire service communications in Spokane County at the time of this ILA is set forth in Appendix A, which is a part of, and shall be considered integral to this ILA.

2. Acquisition and Disposition of Real Property

The site of the CCC shall be the City of Spokane Fire Department Dispatch Center, which is, and shall remain the sole property of the City of Spokane.

The existing sites for system equipment outside of the CCC, which are owned by the Member shall continue to be owned and solely maintained by the Member holding them.

The existing sites for system equipment outside of the CCC which are leased by the Member shall continue to be leased by the Member, but the lease costs shall be part of the CCC expense budget, and shall be reimbursed to the Member out of the CCC Fund.

In addition to equipment, sites, etc... owned and operated by Spokane Regional Emergency Communication Services (SRECS), any additional sites for CCC system equipment deemed necessary by the CCC Policy Board for the assurance of system operation shall be developed, held and maintained by those parties directly using them in accordance with the terms of this Section for existing sites.
3. Acquisition and Disposition of Personal Property

(a) Definitions:
   - *System Equipment*

   All equipment required in the system for the provision of the services set forth in this ILA, including but are not limited to the following: alarm / dispatch center equipment (911, radio consoles, radio transmitters / receivers, recorders, computers and other adjunct and support equipment), as well as the remote radio bases, repeaters and voters required for the receipt of the radio signals from the CCC, by the receiving units of the Member and the transmittal of their radio signals back to the CCC.

   - *Non-System Equipment*

   Radio equipment which is specifically necessary for the inclusion and operation of a single Member (ie: internal fire station equipment; radio systems owned by agencies; etc...).

(b) Replacement System Equipment

Replacement system equipment not the responsibility of SRECS shall be acquired, held, maintained, replaced and disposed of as the common property of the parties. The capital replacement costs of system equipment, not the responsibility of SRECS, shall be shared by Members as provided for in Section 4(d). Maintenance costs shall be included in the totality of the CCC expense budget.

(c) Disposition of System Equipment

(1) **Withdrawal of Member**

If a Member party elects to terminate participation in this ILA, that party shall be deemed to forfeit any interest in system equipment not provided directly by that party to the system at the inception of the CCC in 1997.

(2) **Dissolution of ILA**

In the event of a general termination and dissolution of the CCC and this ILA, all system equipment shall be divided among all Member’s in proportion to their cumulative payments made under this ILA in the last five (5) years. At the option of the CCC Policy Board, this division may be made as payment to the Member-party of the proportional share of the then-fair-market value of the equipment.
(d) Non-System Equipment

Non-system equipment shall be provided by the Member and maintained solely by that Member in accordance with maintenance standards established by the CCC Policy Board.

4. CCC Policy Board

A CCC Policy Board shall provide oversight, review and direction to the City on the policies, budget and operations of the CCC. The City recognizes the authority of the CCC Policy Board as set forth in this ILA.

Each CCC Policy Board Member (see Section 5) shall have one (1) vote.

A quorum shall be five (5) Members and, a quorum shall be required for any meeting at which action is taken. The quorum may be modified by the CCC Policy Board through a unanimous vote.

Any action requiring a super majority shall require the affirmative vote of at least two-thirds (67%) of all members of the CCC Policy Board.

Authority, Duties and Responsibilities of the CCC Policy Board

The authority, duties and responsibilities of the CCC Policy Board shall be as follows:

(a) Review the type and level of service provided by the CCC and assure that it complies with the terms of this ILA.

(b) Assure that established performance criteria are being met.

(c) By an affirmative vote by a two-thirds majority of the CCC Policy Board, it may, subject to the concurrence of the City Fire Chief:

   (1) Establish or modify performance criteria to measure the type and level of service, or;

   (2) Alter or amend the type and level of service.

If an action by the CCC Policy Board under this subsection is unanimous except for the vote of the City Fire Chief, and the City Fire Chief does not concur with and implement the decision, then the City Fire Chief shall provide written notice of non-concurrence to all members of the CCC Policy Board within ten (10) working days of the CCC Policy Board action. The CCC Policy Board shall then meet within twenty (20) working days of the date of said notice from the City Fire Chief to reconsider the decision, and may, by unanimous action less the vote of the City Fire Chief, require the decision to be submitted to arbitration under the provisions of Section 30 of this ILA.
(d) Review and approve the CCC budget.

The CCC budget shall be prepared and submitted by the City Fire Chief to the CCC Policy Board for its review and approval. The budget presented shall be sufficiently detailed to show the costs attributed to all major expense areas and functions, including the costs charged by the City for administrative, overhead and support services.

The CCC budget shall be approved by simple majority action, except: affirmative action by a super majority of the CCC Policy Board is required for the approval of the following:

(1) A change in the annual budget for the CCC of five percent (5.00%) or more.

(2) Unbudgeted Capital expense, defined as an equipment expense of Ten Thousand Dollars ($10,000.00) or more, the cost of which is to be prorated amongst the parties.

The capital replacement costs of dispatch console equipment, computerized dispatch equipment, and any other capital items will be determined by the CCC Policy Board and amortized over its expected useful life. At the direction of the CCC Policy Board, the annual amortization costs may be included in the Estimated Annual Expense of the CCC, and thereby shared proportionally by all Members based on individual agency alarm volume.

NOTE: When SRECS funding is no longer available or agency costs are determined to be agency responsibility, each agency is solely responsible for its own radio maintenance expense and the replacement costs of its portables and mobile radios, base stations and pagers.

(3) Should a major capital expense occur, the CCC Policy Board will determine if an additional funding of the replacement fund is needed. Major capital expense is defined as a capital improvement project with a total cost comprising ten percent (10%), or more of the annual CCC expense budget for one (1) year (the year it is proposed).

In the event that a CCC budget proposal is disapproved by the CCC Policy Board, the Board shall identify its specific concerns; define acceptable alternative(s), and return the CCC budget proposal to the City Fire Chief for reconsideration. Ten (10) working days shall be allowed for responses in this process, unless additional time is granted upon mutual agreement of the parties. Failure to respond shall be considered deadlock. If agreement cannot be reached (deadlock), the CCC Policy Board or City may request that the CCC budget proposal be submitted to arbitration, provided, that in no event shall the continuing operations and existing funding of the CCC for all Members be interrupted.
(e) Review proposed personnel costs and provide recommendations to the City on the appropriateness of those costs.

Prior to the beginning of labor negotiations by the City with the bargaining unit representing the employees of the CCC, the CCC Policy Board will meet with the lead City negotiator and the City Fire Chief to review the City's dispatcher-related proposed positions. The City will:

(1) Allow a reasonable time for the CCC Policy Board to evaluate the positions proposed, and

(2) Consider in good faith any concerns or suggestions made by the CCC Policy Board, and

(3) To the extent practical, revise its position consistent with the desires of the CCC Policy Board.

Prior to the finalization of any dispatch labor contract, and at any time during the negotiations as deemed necessary by either party, the same group will meet to be briefed in detail by the City regarding the progress of the negotiations.

(f) Review the job description of the Fire Communications Center Division Chief at least every two (2) years during the first quarter of that year. The CCC Policy Board shall be consulted on, and consequently approve any proposed substantive change in the job description initiated by any party.

(g) Ensure that staffing levels outlined in this ILA are met by the City.

(h) Review staffing levels to determine if staffing needs are appropriate.

(i) Evaluate appeals of complaints or damages forwarded to them as provided by this ILA or by the policies and procedures adopted by the CCC Policy Board.

(j) Establish, review and revise as necessary a process, which may include liquidated damages, suspension or termination, to assure compliance with operational policy and procedures by all agencies/parties/Members served by the CCC. The process shall include provisions for non-compliance occurrence and the assessment of liquidated damages for repeat offenses. The established process shall include due process (hearing and appeal) procedures. Remedies prescribed by the CCC Policy Board for non-compliance shall be appropriate to assure correction or non-recurrence.
(k) Review and approve or disapprove the inclusion of any agency other than a local fire protection authority as a contracting agency for the services of the CCC. The City shall not contract to provide CCC services to any agency other than a local fire protection authority without the concurrence of the CCC Policy Board.

(l) Review and approve by adoption the systems or plans set forth in Section 15 of this ILA, and subsequently present said systems or plans to all Member agencies for their acceptance.

(m) Establish procedures for meetings, including the meeting agenda.

(n) Establish and provide for a backup communications center to the CCC. The costs of equipping and operating the CCC portion of the backup communications center may be included in the CCC budget.

(o) In cooperation/coordination with SRECS, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system and the CCC.

**The CCC Policy Board may:**

(a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the City Fire Chief.

(b) By a *super majority* vote, recommend to the City Fire Chief the removal of the Fire Communications Center Division Chief for cause.

(c) Provide recommendations to the City Fire Chief on filling a vacancy in the position of Fire Communications Center Division Chief.

(d) Create an operations committee or other working committees. All committees created by the CCC Policy Board shall be subordinate to, and subject to the direction of the CCC Policy Board.

(e) Request staff assistance from the City.

(f) Call for an audit of the CCC Fund at any time.
5. CCC Policy Board Members

The CCC Policy Board will be comprised of eight (8) members as follows:

One (1) representative of the City Fire Department, who shall be the Fire Chief.

Excluding the City Fire Department, one (1) representative of each of the three (3) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) representatives from the Member group (with the exception of the three (3) Member agencies immediately above).

The representatives of the City Fire Department and the three (3) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the three (3) Members with the greatest average emergency incident volume will be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term. The other representatives will serve for two (2) year terms, commencing January 1.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the CCC Policy Board shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of the CCC Policy Board – shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By unanimous consent of the CCC Policy Board, the make-up of the CCC Policy Board may be modified.
6. **CCC Policy Board Meetings**

The CCC Policy Board shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the CCC Policy Board will set the agenda for each meeting, provided that the City Fire Chief may place any item on any the agenda. Items may be placed on-the agenda by any Member in accordance with adopted meeting procedures.

The CCC Policy Board shall meet regularly and will determine its own meeting schedule. Board The CCC Policy Board may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

7. **Administration and Management of the CCC**

The City Fire Chief shall:

(a) Administer the CCC service contracts between the City and Member parties.

(b) Administer and manage the CCC.

(c) Insure the effective and timely implementation of policies adopted by the CCC Policy Board.

(d) Establish operational policies and procedures for the CCC. The operational policies and procedures must be approved by super majority of the CCC Policy Board.

(e) In consultation with the CCC Policy Board, work with the Civil Service Commission of the City to develop and establish, and subsequently review the job description of the Fire Communications Center Division Chief.

The City Fire Chief may select and appoint a Fire Communications Center Division Chief who shall be a management employee of the City, responsible to the City Fire Chief. If a Fire Communications Center Division Chief is appointed, the City Fire Chief will develop and establish goals and objectives for and provide direction to the Fire Communications Center Division Chief that assures that the Fire Communications Center Division Chief meets the policies and standards established by the CCC Policy Board.
The Fire Communications Center Division Chief will be responsible to the City Fire Chief for CCC operations, including training, work assignments and supervision. Under the direction of the City Fire Chief, the Fire Communications Center Division Chief shall direct and supervise the shift supervisors to insure that policy, procedures, training and discipline are carried out and that coordination of activities occurs to maintain standards as well as meet goals and objectives.

8. **Services Provided by CCC**

The CCC shall provide the following services, subject to change by the CCC Policy Board with the concurrence of the City Fire Chief, to the contracting agencies:

(a) Answer 9-1-1 and other emergency telephone calls.

(b) Process caller information and determine the appropriate response.

(c) Dispatch the appropriate emergency and support resources. Document information associated with the call for service and response of resources.

(d) Resource and situation status / tracking.

(e) Move-up of resources.

(f) Maintain necessary call back list, and call-back of personnel.

(g) Answer other communications center related calls.

(h) Maintain current list of personnel and equipment to carry out activation and performance of the functions of the Spokane County Resource Plan and the Northeast Region and Washington State Mobilization Plans.

(i) Perform systems testing as established by the CCC Policy Board.

(j) Liaison and coordination with outside agencies.

(k) Conduct appropriate announcements / paging.

(l) Transfer data to stations or other work locations.

(m) Provide business / pre-plan information to responders as established by the CCC Policy Board.

(n) Work with City/County GIS and CCC agencies on maintaining a GIS mapping database.
(o) Assist with sending notifications for emergency staffing.

(p) Manage back-up data files.

(q) Maintain logging data for at least ninety (90) days.

(r) Provide information / data recordings for post incident analysis or incident investigations.

(s) Record and update local information, e.g., hydrants out of service, controlled burns.

(t) Monitor weather conditions and adjust responses based on those conditions.

(u) Maintain and update policies, procedures, administrative orders, and other directives.

(v) Provide reports regarding services provided to the Member(s).

9. Levels of Service Provided by the CCC

(a) Facilities

(1) The CCC shall be located at the City Fire Department Dispatch Center. Any move of the operations center that has a financial impact on contracting agencies requires the pre-approval of the CCC Policy Board.

(2) The designated remote backup fire service communications center shall be determined by the CCC Policy Board. The fair rental value of the space occupied by this backup center shall be included in the expense budget of the CCC.

(b) Staffing

Unless modified by a 2/3 or 66% majority vote of the CCC Board, there will be a minimum of three (3) personnel assigned to the CCC, twenty four (24) hours per day. This minimum will be comprised of two (2) dispatchers and one (1) working shift supervisor.

The Fire Communications Center Division Chief or their designee may augment the staffing level at any other time deemed appropriate.
(c) **Certification**

All dispatcher personnel shall be Emergency Medical Dispatch (EMD) certified.

(d) **Equipment & Services**

The CCC shall:

1. Utilize Enhanced 9-1-1 (E-911) as a minimum for as long as Spokane County maintains an E-911 system. Utilize Next Gen 9-1-1 if implemented by 9-1-1. Should the implementation of Next Gen 9-1-1 create a new additional CCC cost, the implementation must be approved by the CCC Policy Board.

2. Provide an adequate number of radio consoles with the telephone equipment necessary to receive calls for service and radio and paging equipment capable of dispatching the resources of the contracting Members.

3. Provide recording systems for the instant recall of emergency telephone calls and the logging of all radio traffic through the CCC.

4. Unless provided by SRECS, maintain the necessary radio and other communications backbone to:

   a. Transmit alarms and pages via a paging system.

   b. Transmit and receive messages on radio channels/talk groups, at the identified locations.

   c. Be responsible for insuring that the established remote back-up center remains operational with telephones, appropriate consoles to dispatch resources, transmitters / receivers to transmit and receive from all contracting agencies, and recording equipment.

5. Use Computer Aided Dispatch (CAD) for assisting with dispatch.

6. Maintain an Information Management System (IMS) that provides statistical analysis of dispatched incidents. This system shall be available to Members as an option, with each agency to pay for any necessary hardware, software and maintenance cost associated with its use of the IMS.

7. Provide copies of recorded and/or documented incident information for agency incidents upon written request of the agency.

8. Maintain logging audio files for a minimum of ninety (90) days or as otherwise required by law.
10. **CCC Performance Criteria**

The Combined Communications Center will provide services that meet the following basic criteria; provided that exceptions will be allowed for times when the CCC is overwhelmed:

(a) All 9-1-1 and other emergency phone lines that terminate in the CCC will be answered in a timely manner. All emergency telephone lines will be answered in ten (10) seconds or less, ninety percent (90%) of the time.

(b) All calls for service that terminate in the CCC and result in a response by a local fire protection authority will be processed and dispatched as follows:
   
i. Life-threatening fire medical and other calls requiring a priority response as determined by the CCC Policy Board-sixty (60) seconds or less ninety percent (90%) of the time.
   
ii. All other calls as determined by the CCC Policy Board – ninety (90) seconds or less ninety percent (90%) of the time.

The measure of this time begins when the call is answered in the CCC, and it includes the interrogation of the caller until sufficient information is gained to permit the accurate and precise dispatch of resources and/or the call is terminated and dispatch of the appropriate resources has been made.

(c) All verbal radio-reported unit status reports received by the CCC from emergency response apparatus will be accurately logged into CAD within sixty (60) seconds, ninety percent (90%) of the time.

(d) The CCC will transfer incident data to stations that have fax machines and are not connected to CAD within fifteen (15) minutes after the last Member unit is back in service. The CCC will have hard copies of incident data available for stations not connected to CAD, and without fax, within twenty-four (24) hours of the incident. The CCC is responsible for sending data to only one (1) agency location per incident.

(e) The City will provide monthly activity reports on the services provided by the CCC to contracting agencies not later than the end of the following month.

Any exception to the above criteria will be reviewed by the Fire Communications Center Division Chief and the facts of, and reasons for the exception shall be reported to the CCC Policy Board at its next regularly scheduled meeting.

Changes to the Performance Measures outlined in this Section of the ILA, can only occur though the approval of 2/3 or 66%, of the CCC Policy Board.
Members requesting changes to CCC programming/mapping/CAD response configurations or other modifications, shall do so in writing to the Fire Communications Center Division Chief (FCCDC) and copied to the CCC Operations Manager. He/she or a designee shall acknowledge receipt of the requested change within five (5) days. FCCDC or designee shall provide anticipated date for completion and if requested, periodic status updates until completion of the request.

11. Cost of CCC Services

The costs of CCC services provided to Members will be included in the CCC budget (expense plan) as approved by the CCC Policy Board. Any change in the level of services provided by the CCC, as set forth in Section B9 above, that has a financial impact on Members, requires the pre-approval of the CCC Policy Board.

The cost for contracting for CCC services for 2017 - 2021 will be as follows:

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<td>$914,315</td>
<td>$916,304</td>
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### Expected Call Volume by District

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<td>Dist. 2/Fairfield</td>
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### Estimated Cost per Call based on estimated call volume

<table>
<thead>
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<td>$59.44</td>
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Page 14 of 44
Note: Rates identified above are subject to change should any of the agencies receiving CCC service at the beginning of 2017, terminate said service. Should that occur, CCC rates will be reconsidered, except that under no circumstances will the agency rates exceed those that were charged in 2016.

The parties agree to hold work sessions during 2017 to discuss options for replacement funding and issues related to the replacement fund.

Rate Exceptions: Circumstances or conditions which significantly alter the balance will change the proportionate cost shares to restore it. Such circumstances or conditions may include, but are not limited to the following:

i. CHANGE IN LEVEL OF SERVICE PROVIDED BY/ TO A MEMBER AGENCY

A change in the level of service provided by/ or requested by any Member agency shall be evaluated by the CCC Policy Board for its effect on overall call volumes and proportionate shares shall be adjusted accordingly based on estimates.
Change in the level of service for this provision shall be defined as any modification to service provided by the CCC, to the requesting Member, which has an impact on the services provided to other CCC Members.

ii. ANNEXATION OR PARTIAL MERGER

The jurisdictional areas may shift due to annexation or partial merger actions. In such event, the annexing or merger entity shall assume the percentage (based on last three (3) year dispatch volume average) of the losing entity's Member cost allocation under this ILA that is equal to: either the percentage of then current assessed valuation lost by that entity, or the percentage of the losing entity's call volume change, whichever is greater.

iii. MAJOR CAPITAL EXPENSE PROJECT

A major capital expense project, defined as a capital improvement project with a total cost comprising ten percent (10%) or more of the annual CCC expense budget for one (1) year (the year it is proposed).

12. Special Fund: "CCC Fund"
(a) Creation of Special Fund

The City has established and maintains a special fund within its budget for the revenue and expense of the CCC ("CCC Fund").
All payments to the City for CCC services are credited to the CCC Fund and CCC expenditures are allocated and taken from this fund. The CCC Fund is a roll-over fund in which all reserve, cash carryover and unencumbered funds from one (1) fiscal year will carry over to the next fiscal year.

(b) **CCC Fund Management**

The City is responsible for managing the CCC Fund within the policy direction established by the CCC Policy Board.

The City shall manage the CCC Fund to meet approved expense plan and reserve plan requirements deemed essential by the CCC Policy Board to providing the quality and integrity of CCC services in accordance with the terms of this ILA and as approved by the CCC Policy Board, including but not limited to: equipment replacement plans, maintenance service agreements and other provisions. Any subsequent City disapproval of essential CCC expenses approved by the CCC Policy Board and included within the final approved expense plan or reserve plan shall be deemed a substantive breach of this ILA.

(c) **CCC Fund Accounting and Audit**

Accounting of CCC revenue and expense will be done by the City using Generally Accepted Accounting Principles (GAAP). Regularly scheduled audits can be paid from the CCC Fund with the approval of the CCC Policy Board. The CCC Policy Board may call for an unscheduled audit of the CCC Fund at any time. Unscheduled Audit costs shall be borne by the Member agencies in proportion to Member alarm volume.

(d) **Annual True Up of Unexpended CCC Funds**

On an annual basis, the CCC Board will determine if unexpended CCC funds should be returned to CCC Members, based on the following conditions:

By April 30th of each year, the City should have completed financial “year-end closing” for the previous year and will determine if there were any unexpended CCC funds in excess of the annual CCC billing.

Unexpended balances will remain in the CCC Fund if:

i. The amount is ten thousand dollars ($10,000) or less, and/or,

ii. The current fund balance in the CCC Fund, not including the Replacement Fund, is less than the amount needed to fund an operational reserve of thirty percent (30%) of the current CCC budget.

Any unexpended annual operating funds not falling under the stipulations above will be re-distributed by the City to each CCC agency, based on the agency’s percent of the total payment for the previous year. The re-distribution by the City, shall occur no later than June 30th of each year.
(e) CCC Fund Disbursement Upon Termination

In the event of termination of this ILA, the CCC Fund shall be divided among the Member agencies in proportion to their last calculated Average Annual Agency Incident Volume.

13. Payments to CCC Fund

Unless otherwise determined by the CCC Policy Board, the City will provide to the CCC Policy Board for its consideration the cost allocation for all Member and User agencies for the next calendar year, together with all supporting data used in its determination by September 15th of each year. Based on those amounts the Annual CCC Cost for each Member and User agency will be determined, and be provided to each Member and User agency by September 30th.

Member will be invoiced regularly its annual CCC cost share. By mutual agreement, the City may bill Member on an agreed upon basis.

The City will bill all CCC Members by the end of January of the new calendar year. The CCC Member may pay their share of the annual CCC cost on a monthly or quarterly, basis and will notify SFD accounting staff of scheduled payment plan by February 15th of each calendar year.

Invoice payments by Member(s) shall be made within thirty (30) days after the invoice date. Past due accounts will be charged interest at the rate of twelve percent (12%) per annum, or one percent (1%) per month on the unpaid balance plus a late charge assessment of five percent (5%) of the invoiced amount overdue. Any accounts sixty (60) days overdue may result in a notice of termination, as provided by this ILA.

Interest and penalties will accrue on overdue accounts until payment is made in full.

14. Contracting Agency Responsibilities

Member shall provide to the CCC, and regularly update as appropriate to maintain currency, the following:

(a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.

(b) Individuals or groups needing unique paging codes.

(c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
(d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the CCC Policy Board, and be subject to remedies prescribed by the CCC Policy Board for breach of policy or procedure.

15. Cooperative Development Requirements

All CCC Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the CCC Policy Board:

(a) Public Safety GIS data base; and
(b) Radio System Plan Member.

Systems or plans accepted and adopted by the CCC Policy Board shall be subject to the acceptance of all Members, and shall be presented to them by the CCC Policy Board for that action.

15A. Status and Integrity of ILA

This ILA between the City and Member(s) is a common form in all respects with agreements between City and other Member agencies. City shall make no agreements in any other form, or with any other provisions with another Member of any kind for CCC services without two-thirds (66%) approval of the CCC Policy Board.
Part C. MISCELLANEOUS PROVISIONS

16. Insurance

During the term of the ILA, Each party shall maintain in force, at its sole expense, each insurance coverage noted below:

(a) General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,500,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this ILA;
   i. Acceptable supplementary Umbrella insurance coverage combined with a General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverage limits required in this ILA; and

(b) Workers’ Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability Insurance in the amount of $1,000,000.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Member or its insurer(s) to the City.

As evidence of the insurance coverages required by this ILA, the Members shall, upon request, furnish written evidence, a Certificate Of Insurance (COI) delineating acceptable insurance coverage limits to the City at the time they return the signed ILA. Each party shall be financially responsible for its pertinent deductibles, self-insured retentions, and/or self-insurance.

17. Designated Representatives

The designated representatives for the purpose of administering this ILA and for the receipt of any notices related to this ILA shall be:

City of Spokane: Fire Chief
City of Spokane Fire Department
44 West Riverside
Spokane, Washington 99201

Member: Fire Chief
18. Disclosure and Retention of Records

The City shall not disclose any dispatch record or data to any person or entity without the expressed written consent of the Member(s) except to comply with State and Federal Public Records laws, or the valid legal order by a court of competent jurisdiction for such disclosure, in which event the City will immediately notify the affected Member(s).

19. Term

This ILA shall become effective upon the execution of this ILA by the Elected Officials of all of the Member agencies a party to the ILA, and shall automatically renew itself from year to year thereafter.

The CCC Board will formally review this ILA at least once every five (5) years from the execution date and recommend any necessary changes for adoption by the parties.

20. Opportunities

The parties realize that opportunities for improved service through an Interlocal Agreement (ILA) to form an independent multi-agency, multi discipline combined communications entity may arise during the term of this ILA, which could be of benefit to the public and current Members of this ILA. Should such opportunities arise, the parties desire to have the ability to evaluate the proposals and make a determination of overall CCC participation. Since individual CCC agency participation may cause service and / or financial impact to other CCC agencies, the parties agree to evaluate the following provisions in making a determination of individual agency and overall CCC participation in any independent communications entity collaborative effort:

(1) The collaborative opportunity must result in positive benefits as determined by the individual agencies, those benefits specifically identified that will:
   a. Improve service to the public and the agency, above and beyond the service being received at the time of the consideration and implementation.
   b. Improve cost effectiveness for the public and the agency, above and beyond the current and anticipated future costs at the time of the consideration and implementation.

(2) The decision to participate must be made by 2/3 or 66% approval of the CCC Board and approval of 66% (currently 10 of 15) of the Policy Bodies of the CCC Member agencies.

Nothing is this section shall diminish or void the rights of any CCC Member Agency to the Termination provisions outlined in the sections below.
21. Termination

(a) By the City of Spokane

The CCC services provided for by the terms of this ILA are essential to the life, safety, health and welfare of the public. *The City may take no action that may compromise, delay, interrupt or terminate CCC services as provided for herein except as provided by this Section.* Continuity of services to all Members at all times, is of paramount importance and may not be compromised in any event.

If the City decides to terminate its provision of the services under this ILA, it may do so only under the following conditions:

CCC services with all Member agencies must be terminated, i.e., termination of contracted CCC services must be total, not partial, unless approved by a super majority of the CCC Policy Board.

The CCC Policy Board shall determine the course of action to be taken to assure the replacement of City with another provider for fire service communications and dispatch services.

The CCC Policy Board shall create and approve a transition plan. The transition plan shall be completed within twelve (12) months of notice of termination and provide for complete transfer of all CCC Member services. The transfer is to be completed within thirty six (36) months from notice of termination by the City, unless otherwise mutually agreed to by the parties.

The CCC Policy Board shall provide for the disposition of the CCC Fund and the final distribution of all equipment.

Termination notice from City shall not affect any aspect, condition or provision of this ILA during the time subsequently taken to establish a replacement provider.

(b) Termination by Member

Member may terminate its participation in this ILA at any time with advanced written notice. Advanced notice during calendar year 2017 shall be provided no later than June 30th. All separation of CCC services for said Member will be effective at the end of the calendar year so put on notice.

The terminating Member will forfeit claim to any and all existing CCC Funds at the time of departure with the exception of unexpended operational funds due the Member outlined in provisions above.
22. **Compliance with ILA**

Strict compliance with:

(a) The terms and conditions of this ILA by the parties hereto, and

(b) The terms and conditions of the Member contracts entered into by the City with other Members of the CCC, and

(c) The communications and other procedures and protocols established by the CCC Policy Board, is essential.

Member may bring to the attention of the City Fire Chief the non-compliance of any other Member agency. In such event, the City Fire Chief shall make a threshold determination of the existence, cause, and extent of the non-compliance problem, to include notice to, and consultation with the Member party in alleged non-compliance, within thirty (30) days. The City Fire Chief shall seek to resolve any non-compliance problem within sixty (60) days.

In the event that the City Fire Chief is unable to resolve a non-compliance problem, a Member may bring it to the attention of the CCC Policy Board, and the City Fire Chief shall submit a written report to the CCC Policy Board detailing the problem, and any action taken in attempting to resolve it. In such event, the CCC Policy Board shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the Member agency in alleged non-compliance, within thirty (30) days.

23. **Breach Procedure**

Prior to the CCC Policy Board issuing any reprimand, assessment of liquidated damages suspension, or termination, notice will be provided to the designated Member party representative, either in person or by certified mail, as follows:

(a) That a breach of the ILA has occurred, and

(b) The nature and extent of the breach, and

(c) The intent of the CCC Policy Board to consider taking action, and

(d) A period of fourteen (14) days for the Member party to respond and, if desired, request a hearing before the CCC Policy Board.

At the end of the fourteen (14) day response period given, the CCC Policy Board, giving due consideration to the response, if any, provided by the Member party, shall either:
(i) If requested by the Member party, schedule and conduct a hearing to provide an opportunity to the Member party to show cause why the reprimand, assessment of damages or suspension should not occur, or

(ii) Act on the breach.

Within ten (10) business days after the hearing or action, the CCC Policy Board shall issue a written decision.

24. Liquidated Damages

The parties recognize that non-compliance with, or breach of the provisions of this ILA will cause a financial burden on the operations of the CCC, and furthermore increase the costs to other Members. To offset the resultant financial impact, liquidated damages may be assessed against the offending party/Member. The liquidated damages are based on a good faith estimation of the resultant financial impact, and do not constitute a penalty or fine.

It is recognized that the actual damages resulting from a specific instance of non-compliance or breach may be difficult to establish. Thus, the provisions in this ILA for liquidated damages are deemed to be reasonable estimates of the financial consequences of potential non-compliance or breach. The CCC Policy Board shall exercise judgment in determining the liquidated damages to be assessed in any given situation within the range of the liquidated damages provisions provided in this ILA.

In the event that the CCC Policy Board confirms a finding of non-compliance (breach), it may, by a two-thirds (66%) majority, assess liquidated damages, subject to the provisions of Section 23, for:

(a) Failure of the City to comply with any term or condition of this ILA, or of any policy or procedure established by the CCC Policy Board.

(b) Failure of a Member agency to comply with the communications procedures and protocols established by the CCC Policy Board. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.

(c) Failure of a Member agency to comply with its obligations under the terms and conditions of its agreement to this ILA. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.

Any liquidated damages paid pursuant to this section shall be deposited in the CCC Fund.
25. **Appeal of Imposed Liquidated Damages**

A Member party may appeal the assessment of liquidated damages imposed by the CCC Policy Board pursuant to Section 25 by invoking the provisions of Section 30 of this ILA.

26. **Substantive Breach by the City**

The following sections of this ILA shall be *substantive*, and a breach of any of the terms and conditions of any provision of any of these sections shall be a *substantive breach* subject to the remedies provided by this section:

Sections A: 1, 7, 8, 9, 10(a), 10(b), 11 and 12.

In the event of a substantive breach of the terms and conditions of this ILA by the City:

(a) The CCC Policy Board may take any or all of the following actions:

1. Assess liquidated damages as appropriate to recover any costs or expenses proximately caused by the breach. These damages shall be paid to Members in proportion to their incurred costs or expenses.

2. Secure a legal order that the City strictly comply with the essential terms and conditions of this ILA, in which event the City shall pay any and all legal expenses incurred by the CCC Policy Board in pursuit of this remedy.

3. Determine if the ILA shall be terminated under the termination provisions of this ILA.

(b) Member(s) shall have ninety (90) days to evaluate its interest in continuing as a party to this ILA and, if it so desires, give notice of its intent to terminate participation in the ILA without incurring the penalty for ILA termination provided for by the terms of the ILA.

27. **Indemnification**

Each party shall indemnify, defend and hold harmless the other parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying party's negligence or breach of its obligations under the ILA. The indemnifying party's duty to indemnify shall not apply to liability caused by the negligence of the other parties, their officers and employees.
If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Each party's duty to indemnify shall survive the termination, or expiration of the ILA.

Each party specifically assumes potential liability for actions brought by its own employees against any other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The parties recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115, and was the subject of mutual negotiation.

28. Severance Clause

If any provision of this ILA is made invalid or unenforceable, such action shall not invalidate the entire ILA. The provisions not made invalid or unenforceable shall remain in full force and effect.

29. Modification of ILA

This ILA represents the entire agreement between the parties. No change, termination, or waiver of any provision other than changes allowed in the contract by the CCC Board, shall be made without mutual agreement of and execution by all of the parties to the ILA, nor be considered a future waiver of this right or any other right by the parties.

30. Dispute Resolution by Binding Arbitration

In the event of a disagreement regarding the interpretation or application of this ILA where the parties are unable, after good faith negotiations, to resolve the dispute, controversy or claim, they shall submit the issue to arbitration in conformance with the rules of the American Arbitration Association (AAA).

In the event of moving an issue to arbitration, the parties shall select a panel of three (3) arbitrators in a timely manner. Each party may select one (1) arbitrator for the panel. To choose the third (3rd) arbitrator, who will serve as the chair of the panel and will issue the written decision on behalf of the panel, each of the parties shall submit to the other a list of the names of five (5) arbitrators for consideration. All of the five (5) arbitrators listed must be current AAA members. If the parties cannot agree on the third (3rd) arbitrator from either list, they will flip a coin to determine who is first to strike a name from the combined list of ten (10). After the winner of the coin toss strikes a name, the other party will then strike a name. The parties will then alternate turns at striking names until one (1) name remains, which will be the name of the individual who will serve as arbitrator.
The decision of the arbitration panel shall be “final” and “binding” upon the parties.

Each party shall pay for the costs of the arbitrator they select. The costs of the third (3rd) arbitrator and misc. costs shall be equally shared amongst the parties.

No prospective or actual costs of arbitration may be included in the CCC budget.

This ILA is to be performed, interpreted and construed in accordance with the laws of the State of Washington, and within the jurisdiction of Spokane County.

31. Failure of Unanimity by CCC Policy Board

If an issue before the CCC Policy Board requires unanimous action of the CCC Board Members, and the question fails by a single vote, the issue may be reintroduced under this provision.

The re-introduced issue shall be re-discussed and re-voted. If it again fails with the same Member(s) in opposition, the issue may be brought forward for the third (3rd) time.

If a third (3rd) vote comes forward within six (6) months of the previous two (2) votes and fails by the same Member(s) voting in opposition, the issue may be certified to binding arbitration by the affirmative vote of all of the CCC Board Members, but one (1). The arbitrator shall determine if the dissenting vote violates the purpose and intent of this ILA, as set forth in Part A (above).

32. Binding Action

The acceptance, approval and execution of this ILA by the parties shall act to bind both / each Member to all of the terms and conditions contained herein.

This ILA is made to assure the commitment and participation of all parties, and reliance is placed by each party on participation, and performance by the other Member parties to this ILA.

33. CHAPTER 39.34 RCW REQUIRED CLAUSES

(a) Purpose. See Part A above.

(b) Duration. See Section No. 20 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 ILA.

(d) Responsibilities of the Parties. See provisions above.
(e) **ILA to be Filed.** This ILA shall be filed with the Spokane City Clerk, and the Spokane County Auditor.

(f) **Financing.** See Sections 11, 12, 13, and 14 above.

(g) **Termination.** See Section No. 21 above.

(h) **Property upon Termination.** See Section No. 3 above.
Dated on February 15, 2021

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney
Combined Communication Center Agreement (ILA)
(Signature Page 2 of 14)

SPokane County Fire Protection District 2

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

5-15-17
SPOKANE COUNTY FIRE PROTECTION DISTRICT 3

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

Attest:

[Signature]
District Secretary

2/8/17
Date
SPOKANE COUNTY FIRE PROTECTION DISTRICT 4

[Signatures]
Chairman
Commissioner
Commissioner
Attest:
District Secretary

Date: 1/23/17
SPOKANE COUNTY FIRE PROTECTION DISTRICT 5

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date 1-23-2017
SPOKANE COUNTY FIRE PROTECTION DISTRICT 8

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date
SPOKANE COUNTY FIRE PROTECTION DISTRICT 9

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date
Combined Communication Center Agreement
(Signature Page 9 of 15)

OPR 2006-891

SPOKANE COUNTY FIRE PROTECTION DISTRICT 10

Chairman

Commissioner

Commissioner

Attest:

District Secretary

1-3-2017
Date
SPOKANE COUNTY FIRE PROTECTION DISTRICT 11

Chairman

[Signature]

Commissioner

[Signature]

Commissioner

Attest:

[Signature]

District Secretary

[Signature]

Date

7/17/17
Combined Communication Center Agreement (ILA)  
(Signature Page 10 of 14)

SPOKANE COUNTY FIRE PROTECTION DISTRICT 12

Chairman

Commissioner

Commissioner

Attest:

District Secretary

OPR 2017-39-17

Date
SPOKANE COUNTY FIRE PROTECTION DISTRICT 13

Chairman

Commissioner

Commissioner

Attest:

District Secretary

1/17/2017

Date
CITY OF AIRWAY HEIGHTS, WASHINGTON

By: Albert Trapp
   City Administrator

Dated: 1-25-17

Attest: Amy Shavelle
       City Clerk

Approved as to form:

City Attorney
CITY OF CHENEY, WASHINGTON

By: [Signature]
    City Administrator

By: [Signature]
    Mayor

Attest: [Signature]
    City Clerk

Dated: 1-24-17

Approved as to form:

[Signature]
    City Attorney
CITY OF MEDICAL LAKE, WASHINGTON

By: _______________________________ Dated: ______________
   City Administrator

Attest: _______________________________
        City Clerk

Approved as to form:

_______________________________
City Attorney
APPENDICES

APPENDIX A: OPERATIONAL CONCEPT
APPENDIX B: ALARM VOLUMES OF CONTRACT MEMBERS FOR CY 1995
MEMBER
APPENDIX A

Operational Concept for Centralized Fire Services Dispatch and Communications

At the inception of this ILA, the operational concept for the Spokane County fire services communications system, of which the CCC is an integral part, is as follows:

iv. Dispatch Center

The CCC will be located at the Spokane Fire Department Dispatch Center. All Spokane County fire services dispatch functions will be centralized at the CCC.

An emergency backup center will be located at its current location or at a location to be determined by the CCC Policy Board.

v. Dispatch and Notification System

All fire services notifications required by Member agencies will be done by the CCC. Notifications will be digital or other methods as approved by the CCC Policy Board.

The City will conclude an interlocal agreement with SRECS for the use of the Public Safety Radio and Notification System, with the provision therein that radio and notification services for fire/ems services is a top Priority. The interlocal agreement shall be approved by the CCC Policy Board before finalization.

Dispatch and notification system will be comprised of simulcast and simplex transmitters required to provide coverage to parties of the ILA.

Unless provided by SRECS, Members will be responsible to provide their own receivers / digital readers and printers as deemed necessary for their facilities, apparatus and vehicles.

vi. Primary and Tactical Radio Channels/ Frequencies/ Talkgroups

The CCC Policy Board is responsible for the coordination with SRECS to achieve approval and modification of the radio and notification system to be utilized by CCC agencies. Nothing in this ILA will prohibit the CCC Policy Board from requesting the expanding or reducing of the number of radio channels/ frequencies/talk groups as deemed necessary.
The FCC radio licenses for the channels/ frequencies/talkgroups utilized by CCC agencies shall sought/ maintained and renewed by SRECS. The licenses will be maintained by SRECS on behalf of the Public Safety Agencies of Spokane County. The use of the channels/ frequencies/ talkgroups shall be as approved by the CCC Policy Board.

All costs for the operation, maintenance or modification of the primary radio channels/ frequencies/ talkgroups shall be the responsibility of SRECS. Should the responsibility not be to SRECS, the CCC Policy Board may determine to include costs in the CCC expense budget.

Member

APPENDIX B

Member

Incidents Dispatched by CCC - 2015

| Spokane County Fire District 2 | 118 |
| Spokane County Fire District 3 | 1,366 |
| Spokane County Fire District 4 | 3,000 |
| Spokane County Fire District 5 | 95 |
| Spokane County Fire District 8 | 1,635 |
| Spokane County Fire District 9 | 4,325 |
| Spokane County Fire District 10 | 793 |
| Spokane County Fire District 11 | 95 |
| Spokane County Fire District 12 | 41 |
| Spokane County Fire District 13 | 113 |
| City of Airway Heights | 1,334 |
| City of Cheney | 1,366 |
| City of Medical Lake | 581 |
| City of Spokane | 38,399 |
1/25/2017

Memo To: City Clerk of Spokane

Re: Inter local Agreement Combined Communications Center Document

Attached is the ILA/CCC sign-off page with Commissioner and Secretary signatures for Spokane County Fire District #5.

Thank you,

Susan Rae, Secretary.