



Agenda Sheet for City Council Meeting of:

08/25/2014

Date Rec'd	8/13/2014
Clerk's File #	OPR 2011-0983
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7002
Contact E-Mail	BSCHAEFFER@SPOKANEFIRE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970-BACK-UP COMMUNICATIONS CENTER INTERLOCAL AMENDMENT

Agenda Wording

Amending interlocal agreement between local agencies - the City of Spokane (SPD & SFD), Spokane County Emergency Services Board (911) Spokane County Sheriff's office (SCSO), and Spokane County Fire District 9 (SCFD No. 9) for allocation of costs.

Summary (Background)

The City of Spokane and the agencies named above entered into an agreement to allocate costs associated with running the back-up communications center in 2011. This contract is a renewal of an earlier 2007 agreement. The amendment is to correct the payment chart for UPS costs; the change will have SFD, SPD, 911 and SCSO pay the same amount of the costs and include another agency on the payment plan - SRECS (Spokane Regional Emergency Communications Systems). SCFD No. 9 will pay 15% of the cost.

Fiscal Impact

Budget Account

Neutral	\$ 0	# 1640-35351-22552-54201
Neutral	\$ 0	# 0680-11100-28100-54201
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	WILLIAMS, BOBBY	Study Session	08/18/2014
Division Director	WILLIAMS, BOBBY	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT		Lorlee Mizzel
For the Mayor	SANDERS, THERESA		

Additional Approvals

Purchasing	

APPROVED BY SPOKANE CITY COUNCIL ON

8/25/2014

 SPOKANE CITY CLERK

Briefing Paper
City of Spokane
Spokane Police Department/Spokane Fire Department
Back-up Communication Center MOU
August 18, 2014

Subject

Amending interlocal agreement between local agencies - the City of Spokane (SPD & SFD), Spokane County Emergency Services Board (911) Spokane County Sheriff's office (SCSO), and Spokane County Fire District 9 (SCFD No. 9) for the allocation of costs associated with running the Back-up Communications Center located at 3801 E. Farwell Rd, Mead WA. – OPR 2011-0983.

Background

The City of Spokane and the agencies named above entered into an agreement to allocate costs associated with running the back-up communications center in 2011. This contract is a renewal of an earlier 2007 agreement. The amendment is to correct the payment chart for UPS costs; the change will have SFD, SPD, 911 and SCSO pay the same amount of the costs and include another agency on the payment plan - SRECS (Spokane Regional Emergency Communications Systems). SCFD No. 9 will pay 15% of the total UPS costs.

Impact

Action

Approve OPR 2011-0983 amendment

Funding

General Funds.

14-0915
AMENDMENT NO. 1 TO INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS
AGREEMENT WITH REGARD TO THE
COMBINED COMMUNICATION CENTER

THIS AMENDMENT NO. 1 AGREEMENT, made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County," the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City", the **Spokane County Emergency Services Communication Board**, a Board created in Spokane County Code Section 1.08B, having offices for the transaction of business at 1620 North Rebecca Street, Spokane, Washington 99217, hereinafter referred to as "911," Spokane County Fire Protection District No. 9, having offices for business at 3801 East Farwell Road, Mead, Washington 99021, hereinafter referred to as District 9, and the **Spokane County Sheriff**, an elected official having offices for the transaction of business of 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "Sheriff," collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the Parties entered into an agreement entitled "Interlocal Back-up Communications Center Costs Agreement with Regard to the Combined Communications Center (January 1, 2012-December 31, 2017)" ("Interlocal Agreement") which addressed the Parties allocation of costs associated with the back-up Combined Communications Center located at 3801 East Farwell Road, Mead, Washington for a time frame commencing January 1, 2012 and running through December 31, 2017. Section 6 (Modification) of the Interlocal Agreement provides that the same may be modified in writing by mutual written agreement of the Parties. Section 3 (Payment of Costs) of the Interlocal Agreement provides as follows:

Section 3: Payment of Costs. The following chart, as an example, sets forth each Party's respective 2010 costs associated with the back-up Combined Communication Center.

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

(This space intentionally left blank.)

The 2010 back-up center cost chart is:

AGENCY	M&O	UPS**no invoice until 2014	TOTAL
911	\$5,645.22 (40%)	\$2688.44	\$8333.66
SCSO	\$2,116.97 (15%)	\$2688.44	\$4805.44
CITY			
SPD	\$3387.15 (24%)	\$2688.44	\$6075.29
SFD	\$2963.76 (21%)	\$2688.44	\$5651.90
SCFD No. 9	\$ 0 (0%)	\$1897.22	\$1897.22

911 shall bill the Parties their respective "Total" back-up center costs annually after receipt of an invoice from the UPS manufacturer or from SCFPD No. 9. Payment by each party will be due thirty (30) days after billing. 911 may, at its sole option, charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the County's investment pool.

; and

WHEREAS, subsequent to the execution of the Interlocal Agreement, it was determined that the Interlocal Agreement needed to be modified to: (1) Correct the chart in Section 3 (Payment of Costs) as addressed in Section 2 to reflect that the SFD pays an equal share of the UPS costs with 911, SCSO, and SPD after SCFPD No. 9 is allocated 15% of the costs, (2) Modify Section 3 (Payment of Costs) so that the County, on behalf of SCRECS, would pay an equal share of the UPS costs along with 911, SCSO, SPD and SFD after SCFPD No.9 was allocated 15% of the costs, and (3) provide that the 2014 payment for the UPS costs would be invoiced in 2014 and due on or before January 31, 2015; and

WHEREAS, the Parties desire to modify the Interlocal Agreement as provided in the immediately preceding recital.

NOW THEREFORE, for and in consideration of the above recitals which are incorporated herein by reference and other valuable consideration receipt of which is hereby acknowledged, the Parties hereto agree that document entitled "Interlocal Back-up Communications Center Costs Agreement with Regard to the Combined Communications Center (January 1, 2012-December 31, 2017)" be and is hereby modified to provide as follows:

(Underline and bolded language added, lined out and bolded language deleted.)

Section 3: Payment of Costs. The following chart, as an example, sets forth each Party's respective 2014 costs associated with the back-up Combined Communication Center.

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

The 2014 back-up center cost chart is:

AGENCY	M&O	UPS** invoiced in 2014, due in 2015	TOTAL
SCRECS	\$0		
911	\$5,193.43 (40%)	\$2,875.33	\$8,068.76
SCSO	\$1,947.54 (15%)	\$2,875.33	\$4,822.87
CITY			
SPD	\$3,116.06 (24%)	\$2,875.33	\$5,991.39
SFD	\$2,726.55 (21%)	\$2,875.33	\$5,601.88
SCFD No. 9	\$ 0 (0%)	\$2,537.06	\$2,537.06

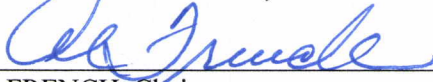
911 shall bill the Parties their respective "Total" back-up center costs annually after receipt of an invoice from the UPS manufacturer or from SCFPD No. 9. Payment by each party will be due thirty (30) days after billing. 911 may, at its sole option, charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the County's investment pool. **Provided, effective January 1, 2014, SCRECS shall be billed a share of the UPS costs. Its share shall be determined by taking the total UPS costs, allocating 15% to the SCFD No. 9, and then dividing the remaining UPS costs by five (5). The resulting amount is the amount which not only SCRECS will pay but also the amount which 911, SCSO, SPD, and SFD will pay. The Parties agree they will not need to pay 911 for its 2014 UPS billing until January 31, 2015. All subsequent UPS billings will be due within thirty (30) days of billing.**

BE IT HEREBY FURTHER AGREED by the Parties that but for the modifications to Section 3 (Payment of Costs) set forth above to that document entitled "Interlocal Back-up Communications Center Costs Agreement with Regard to the Combined Communications Center (January 1, 2012-December 31, 2017)", all other terms and conditions within such document will remain in full force and effect without any change or modification whatsoever.


IN WITNESS WHEREOF, the Parties have caused this AMENDMENT NO. 1 to be executed on the date and year opposite their respective signature blocks.

DATED this 17th day of Nov., 2014.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair

ATTEST:

By: 
DANIELA ERICKSON
Clerk of the Board


TODD MIELKE, Vice-Chair


SHELLY O'QUINN, Commissioner



DATED this 16th day of January, 2014.

Attest: [Signature]
City Clerk

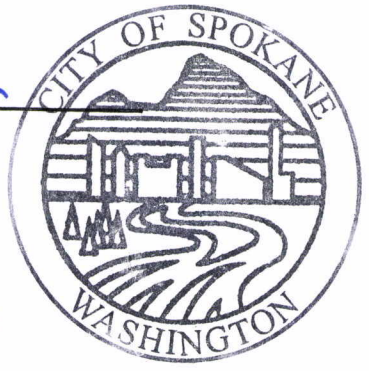
CITY OF SPOKANE:

By: [Signature]
Its: [Signature]
Administrative Services Director

Approved as to form only:

[Signature]
Assistant City Attorney

David A. Condon
David A. Condon
Mayor
City of Spokane



DATED this 6th day of Nov, 2014.

SPOKANE COUNTY EMERGENCY COMMUNICATIONS BOARD

By: [Signature]
Its: BOARD Chair

DATED this 11th day of Nov, 2014.

SPOKANE COUNTY SHERIFF


By: [Signature]
Its: Sheriff

DATED this 14th day of Oct, 2014.

SPOKANE COUNTY FIRE PROTECTION DISTRICT #9

By: [Signature]
Its: Chair, Board of Commissioners

01/18/12
SDB

 Agenda Sheet for City Council Meeting of: 12/19/2011		Date Rec'd 12/6/2011
		Clerk's File # OPR 2011-0983
		Renews # OPR 2007-0361
Submitting Dept	FIRE	Cross Ref #
Contact Name/Phone	BOBBY WILLIAMS 625-7001	Project #
Contact E-Mail	BWILLIAMS@SPOKANEFIRE.ORG	Bid #
Agenda Item Type	Contract Item	Requisition #
Agenda Item Name	0440-INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT	
Agenda Wording Interlocal agreement with Spokane County, City of Spokane, the Spokane County Emergency Services Board, and the Spokane County Sheriff regarding allocation of costs associated with the back-up Combined Communications Center. (\$9697.03)		
Summary (Background) The City of Spokane, Spokane County Sheriff, Spokane County Emergency Services Board, and Spokane County 911 have an interlocal agreement for maintenance and operations costs for the Combined Communication Center at 1620 N. Rebecca. That interlocal did not address the costs for the back-up Combined Communications Center. This interlocal will allocate maintenance and operations costs and UPS costs for the back-up center. This interlocal is effective January 1, 2012 through December 31, 2017.		
Fiscal Impact		Budget Account
Expense	\$ 3621.44	# 1640-35351-22552-54201
Expense	\$ 6075.59	# 0680-11100-28100-54201
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	WILLIAMS, BOBBY	Study Session Public Safety Committee 11/21/2011
Division Director	WILLIAMS, BOBBY	Other
Finance	LESENE, MICHELE	Distribution List
Legal	BURNS, BARBARA	achirowamangu
For the Mayor	WEBSTER, DOROTHY	ewade
Additional Approvals		lbryant
Purchasing		sstephens
		Spokane County
		Contract Accounting

APPROVED BY SPOKANE CITY COUNCIL

on
12/19/2011
[Signature]
SPOKANE CITY CLERK

**INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT
WITH REGARD TO THE COMBINED COMMUNICATION CENTER**

(January 1, 2012 - December 31, 2017)

12-0058

THIS AGREEMENT, made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County," the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City", the **Spokane County Fire Protection District #9**, having offices for the transaction of business at 3801 W. Farwell Rd, Mead, Washington 99021, the **Spokane County Emergency Services Communication Board**, a Board created the Spokane County Code Section 1.08B, having offices for the transaction of business at 1620 North Rebecca Street, Spokane, Washington 99217, hereinafter referred to as "911," and the **Spokane County Sheriff**, an elected official having offices for the transaction of business of 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "Sheriff," collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the Parties entered into an agreement entitled "Interlocal Back-up Communications Center Costs Agreement with Regard to the Combined Communications Center (January 1, 2007-December 31, 2011)" which addressed the Parties' allocation of costs associated with the back-up Combined Communications Center located at 3801 E. Farwell Road, Mead, Washington; and

WHEREAS, the Parties desire to enter into a new agreement regarding the Parties' allocation of costs associated with the back-up Combined Communications Center located at 3801 E. Farwell Road, Mead, Washington for a time frame commencing January 1, 2012 and running through December 31, 2017.

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

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

Section 2: Allocation of Costs. For the purpose of this Agreement back-up costs shall include (1) maintenance and operation costs (“M&O”) and (2) uninterruptible power supply costs (“UPS”).

M&O costs shall be allocated among the Parties based on their respective square footage occupancy of the Combined Communication Center (“CCC”) as of January 1st of each year.

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

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

UPS costs shall annually include but not be limited to an annual maintenance contract and replacement batteries if needed. As the UPS is under a three (3) year maintenance contract, the renewal of the maintenance contract and associated costs will be a 2014 expense.

Section 3: Payment of Costs. The following chart, shown as an example, sets forth each Party’s respective 2010 costs associated with the back-up Combined Communication Center.

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

The 2011 back-up center cost chart is:

AGENCY	M&O	UPS**no invoice until 2014	TOTAL
911	\$5,645.22 (40%)	\$2,688.44	\$8333.66
SCSO	\$2,116.97 (15%)	\$2,688.44	\$4,919.57
CITY			\$6075.59
SPD	\$3,387.15 (24%)	\$2,688.44	\$3621.44
SFD	\$2,963.76 (21%)	\$ 657.68	
SCFD No. 9	\$ 0 (0%)	\$ 464.25	\$ 464.25

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

Section 4: Duration/Withdrawal. This Agreement shall commence January 1, 2012 and run through December 31, 2017. This Agreement may be terminated at any time by mutual agreement of all Parties.

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

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

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

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

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

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

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

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

Section 13: RCW 39.34 Required Clauses.

A. **PURPOSE**

See Section 1 above.

B. **DURATION**

See Section 4 above.

C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**

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

D. **RESPONSIBILITIES OF THE PARTIES**

See provisions above.

E. **AGREEMENT TO BE FILED**

The County shall place this Agreement on its WEB site. The City shall place this Agreement on its WEB site.

F. **FINANCING**

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

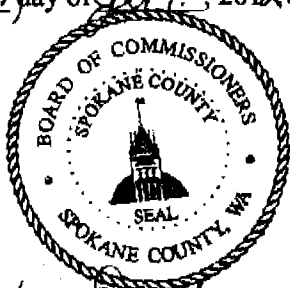
G. **TERMINATION**

See Section 4 above.

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

DATED this 17th day of Jan., 2012.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Todd Mielke
TODD MIELKE Chair

Mark Richard
MARK RICHARD Vice-Chair

AL French
AL FRENCH, Commissioner

ATTEST:

By: Daniela Erickson
DANIELA ERICKSON
Clerk of the Board
12-0058

DATED this 20th day of December 2011.

CITY OF SPOKANE

By: [Signature]
City Administrator

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

DATED this 21st day of Nov., 2011.

SPOKANE COUNTY EMERGENCY
COMMUNICATIONS BOARD

By: [Signature]
Its: Chair

DATED this 17th day of Nov, 2011.

SPOKANE COUNTY SHERIFF

By: [Signature]
Its: Undersheriff

DATED this 15th day of Nov., 2011.

SPOKANE COUNTY FIRE PROTECTION
DISTRICT 9

By: Michael R. Atwood
Chair, Board of Fire Commissioners

Its: _____

NO. 12-0058

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL BACK-UP COMMUNICATIONS)
CENTER COSTS AGREEMENT WITH REGARD TO)
THE COMBINED COMMUNICATION CENTER)
AMONG THE CITY OF SPOKANE, SPOKANE)
COUNTY EMERGENCY SERVICES)
COMMUNICATIONS BOARD, SPOKANE COUNTY)
FIRE PROTECTION DISTRICT NO. 9, AND THE)
SPOKANE COUNTY SHERIFF [JANUARY 1, 2012 -)
DECEMBER 31, 2017])

RESOLUTION

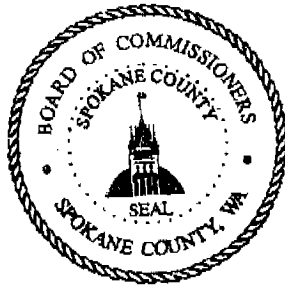
WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "County") has the care of County property and the management of County funds and business; and

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the County, City of Spokane, Spokane County Emergency Services Communications Board, Spokane County Fire Protection District No. 9 and Spokane County Sheriff (hereinafter sometimes referred to as the "Parties") entered into agreements with respect to the (i) construction as well as (ii) maintenance and operation of the combined Communication Center located at 1620 North Rebecca Street, Spokane, Washington. The Parties desire to execute an agreement wherein they will allocated among themselves back-up costs associated with a back-up Combined Communication Center located at 3801 E. Farwell Road, Mead, Washington based on an agreed upon methodology for the time frame commencing January 1, 2012 and running through December 31, 2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT WITH REGARD TO THE COMBINED COMMUNICATION CENTER (January 1, 2012 - December 31, 2017)" pursuant to which, under certain terms and conditions the County, City of Spokane, Spokane County Emergency Services Communications Board, Spokane County Fire Protection District No. 9 and Spokane County Sheriff will allocated among themselves back-up costs associated with the back-up Combined Communication Center located at 3801 E. Farwell Road, Mead, Washington based on an agreed upon methodology for the time frame commencing January 1, 2012 and running through December 31, 2017.

PASSED AND ADOPTED this 17th day of January, 2012.

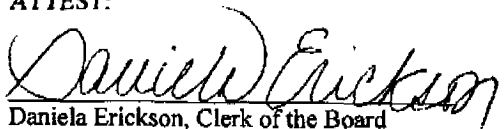


BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


TODD MIELKE, CHAIR


MARK RICHARD, VICE CHAIR


AL FRENCH, COMMISSIONER

ATTEST:

Daniela Erickson, Clerk of the Board