

**Agenda Sheet for City Council Meeting of:**

02/26/2018

Date Rec'd	2/14/2018
Clerk's File #	OPR 2018-0100
Renews #	
Cross Ref #	OPR 2011-0983
Project #	
Bid #	
Requisition #	CR18994

Submitting Dept	FIRE
Contact Name/Phone	LORI MARKHAM X8900
Contact E-Mail	LMARKHAM@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	FIRE - BACKUP COMMUNICATIONS CENTER

Agenda Wording

Interlocal agreement with Spokane County, Spokane County Fire District 9, Spokane County Sheriff, and Spokane County Emergency Communications Board to allocate the costs associated with the Backup Combined Communications Center.

Summary (Background)

The prior interlocal agreement (OPR 2011-0983) ended on Dec 31, 2017. The new agreement will be for Jan 01, 2018 thru Dec 31, 2020. The CCC has been a user of the BUC for over 20 years. The BUC is needed in the event of catastrophic systems failures, upgrades, or mandatory evacuation of the Combined Communications Building which are all objectives to maintain and ensure continuity of operations.

Fiscal Impact	Grant related?	NO
	Public Works?	NO

Budget Account

Expense	\$ 4000	# 1630-35210-28200-54201-99999
Expense	\$ 4000	# 0680-30210-21500-54501-68214
Select	\$	#
Select	\$	#

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	BUSTOS, KIM
Legal	ODLE, MARI
For the Mayor	DUNIVANT, TIMOTHY

Council Notifications

Study Session	02/05/18 PSHC
Other	

Distribution List**Additional Approvals****Purchasing**

APPROVED BY
SPOKANE CITY COUNCIL:

RECEIVED
MAR 15 2018
CITY CLERK'S OFFICE

RECEIVED
JUN 04 2018
CITY CLERK'S OFFICE

2/26/18
[Signature]
CITY CLERK

Briefing Paper (Committee Name)

Division & Department:	Spokane Fire Department Combined Communications Center
Subject:	911 Backup Center Renewal
Date:	01/23/2018
Contact (email & phone):	Lori Markham, lmarkham@spokanecity.org (509) 532-8902
City Council Sponsor:	
Executive Sponsor:	Chief Brian Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	See Interlocal Attached
Strategic Initiative:	Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.
Deadline:	January 1, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Contract renewal to maintain service
Background/History: <i>This is an interlocal contract renewal for the Spokane County 911 Backup Communication Center located in Spokane County Fire District 9. The CCC has been a user of the BUC for over 20 years. The BUC is needed in the event of catastrophic systems failures, upgrades, or mandatory evacuation of the Combined Communications Building which are all objectives to maintain and ensure continuity of operations.</i>	
Executive Summary: <ul style="list-style-type: none"> • <i>The BUC provides redundancy for emergency communications and radio operations for all of Spokane County public safety entities, including Spokane Fire CCC and SPD Radio dispatch.</i> • <i>The interlocal agreement is in place between Spokane County, Spokane City and Spokane Fire Protection District #9.</i> • <i>The agreement outlines cost allocation and operational agreements with all parties.</i> • <i>The agreement is in place for two years starting January 1, 2018.</i> • <i>The contract cost for the CCC is \$3,415.93</i> • <i>The Contract cost for SPD Radio is \$3,795.60</i> 	
Budget Impact:	

Approved in current year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Specify changes required:			
Known challenges/barriers:			

**INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT
WITH REGARD TO THE COMBINED COMMUNICATION CENTER
(January 1, 2018 - December 31, 2020)**

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, 2012-December 31, 2017)” 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, 2018 and running through December 31, 2020.

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 Back-Up Communication Center (“BUC”), if any, as of January 1st of each year.

UPS costs, as billed by the manufacturer, after deducting fifteen percent (15%) of such costs which shall be paid by Spokane County Fire Protection District No. 9 (“SCFPD #9”), shall be allocated equally among the remaining Parties.

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.

Section 3: Payment of Costs. The following chart, shown as an example, sets forth each Party’s respective 2017 costs associated with the Back-Up 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 2017 back-up center cost chart is:

AGENCY	M&O	UPS	TOTAL
SRECS	\$ 0	\$ 758.24	\$ 758.24
911	\$5,062.26 (40%)	\$ 758.24	\$5,820.50
SCSO	\$1,898.35 (15%)	\$ 758.24	\$2,656.59
CITY			
SPD	\$3,037.36 (24%)	\$ 758.24	\$3,795.60
SFD	\$2,657.69 (21%)	\$ 758.24	\$3,415.93
SCFD No. 9	\$ 0 (0%)	\$ 669.03	\$ 669.03

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, 2018 and run through December 31, 2020. 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 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



[Signature]
JOSH KERNS, Chair

[Signature]
MARY KUNEY, Vice-Chair

[Signature]
AL FRENCH, Commissioner

ATTEST:

By: [Signature]
GINNA VASQUEZ
Clerk of the Board

DATED this 14th day of MARCH, 2018.

CITY OF SPOKANE

By: [Signature]

Attest:

[Signature]
City Clerk **Acting**

Approved as to form:

[Signature]
Assistant City Attorney

DATED this 26th day of APRIL, 2018.

SPOKANE COUNTY EMERGENCY
COMMUNICATIONS BOARD



By: [Signature]

Its: _____

DATED this 26th day of April, 2018.

SPOKANE COUNTY SHERIFF

By: *J. E. Jovan*

Its: *Undersheriff*

DATED this 8th day of May, 2018.

SPOKANE COUNTY FIRE PROTECTION DISTRICT 9

By: *[Signature]*
Chair, Board of Fire Commissioners

Its: _____

