



# Agenda Sheet for City Council Meeting of:

12/13/2021

<b>Date Rec'd</b>	11/30/2021
<b>Clerk's File #</b>	OPR 2021-0804
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	JAY ATWOOD 7005
<b>Contact E-Mail</b>	JATWOOD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	INTERLOCAL AGREEMENT WITH SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

## Agenda Wording

Approval of Interlocal Agreement with SREC for CAD and IT Services

## Summary (Background)

The city provides CAD and related IT services for dispatch services used by both the City and SREC. The charges are based on call volume.

Lease? NO Grant related? NO Public Works? NO

## Fiscal Impact

Revenue \$ 258,838.07

Select \$

Select \$

Select \$

## Budget Account

# 1630-35210-99999-34280-99999

#

#

#

## Approvals

**Dept Head** SCHAEFFER, BRIAN

**Division Director** SCHAEFFER, BRIAN

**Finance** SCHMITT, KEVIN

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

## Council Notifications

**Study Session\Other** 12/6/21 Public Safety & Community Health Committee

**Council Sponsor** Councilwoman Lori Kinnear

## Distribution List

jatwood@spokanecity.org,  
tmwilliams@spokanecity.org

bschaeffer@spokanecity.org,  
fireaccounting@spokanecity.org

## Additional Approvals

Approved by Spokane City

Council on: 12/13/2021

pingiosi@spokanecity.org,  
mormsby@spokanecity.org

DocuSigned by:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND  
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS  
REGARDING THE USE OF A FIRE DISPATCH COMMUNICATION AIDED  
DISPATCH SYSTEM**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington ("City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors; individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, the City is in possession of the Infor Enroute Computer Aided Dispatch System (CAD System), previously purchased and shared by the members of the Combined Communications Center (CCC); and

WHEREAS, in order to continue providing fire dispatch emergency communications services to the City and to former members of the CCC that are current members and/or customers of SREC, SREC is in need of the continued access to and use of the CCC CAD System held by the City and Information Technology (IT) services provided by the City related to the CAD System; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform.

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT services.
2. **DURATION / TERMINATION.** This Agreement is effective upon approval by the governing bodies of both Parties, unless and until terminated by either Party upon ninety (90) days written notice to the other Party.
3. **FEES AND INVOICES.** SREC shall pay the City for use of and access to the CAD System and IT services. Such fee shall be determined by SREC paying a percentage of all costs associated with the CAD System and IT services based on the percentage of call volume, using a formula equal to SREC Call Volume divided by Total Call Volume. For 2021, such percentage shall be forty-eight percent (48%). The percentage of SREC's

responsibility, as based on the percentage of CAD System calls that are SREC calls, shall be determined on an annual basis and updated as necessary as of January 1 of each year this Agreement is in effect.

The City shall bill SREC for the use of the CAD System and related IT services on an annual basis; provided, however, that the initial invoice shall be for the period of July 1, 2020 through June 30, 2022. Annual invoices for services shall commence for the period beginning July 1, 2022 and after upon approval of this Agreement, the City shall bill SREC the sum of \$258,838.07 for the period of July 1, 2020 through June 30, 2022.

4. AUDIT / RECORDS. The City shall provide access to authorized representatives of SREC, at reasonable times and in a reasonable manner, to inspect and copy the financial records of the City in support of the invoices billed under this Agreement. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
5. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director  
SREC  
1620 N Rebecca Street  
Spokane, Washington 99217  
Email: Lori.Markham@srec911.org

CITY: Tom Williams, Assistant Fire Chief  
Spokane Fire Department  
44 West Riverside Avenue  
Spokane, WA 99201  
Email: tmwilliams@spokanecity.org

6. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
7. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.



8. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC, its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane, its officers, agents, or employees.

9. INSURANCE. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
  - Combined Single Limits per Occurrence: \$3,000,000
  - Annual Aggregate: \$5,000,000
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;



4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

Each Employee:

- Policy Limit: \$1,000,000
- By Accident: \$1,000,000
- By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 9 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
3. All liability policies must provide coverage on an occurrence basis; and
4. Liability policies shall not include exclusions for cross liability.

- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 9 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts. The requirements of this section may be met with self-insured retention and excess coverage.

10. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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.
11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
12. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification or expression, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
13. MISCELLANEOUS.
  - A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
  - B. ENTIRE AGREEMENT. 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. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
  - C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
  - D. 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.
  - E. 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.
  - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

14. RCW 39.34 REQUIRED CLAUSES.

- A. PURPOSE. See section 1 above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. City shall administer the terms of this Agreement. 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. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its website or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.


[signature page follows]




IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

**City of Spokane**


**SREC**

DocuSigned by:  
  
By: 39651E7EC71D4... Name Nadine Woodward  
Title: Title Mayor  
Date: 12/17/2021


DocuSigned by:  
  
By: 6FC8DD28D1AD4... Name Bryan Collins  
Title: Title Fire Chief  
Date: 12/17/2021 DS

By: Name  
Title: Title  
Date: \_\_\_\_\_

Attest:

DocuSigned by:  
  
By: CC56CB44DC84D6... Name Terri Pfister  
Title: City Clerk  
Date: \_\_\_\_\_

Approved as to form:


DocuSigned by:  
  
By: 258B8C9B2C2A4EB... Name Michael Ormsby  
Title: City Attorney  
Date: 12/17/2021



Attest:

By: Name  
Title: Title  
Date: \_\_\_\_\_

Approved as to form:

DocuSigned by:  
  
By: 8F165BD140D44F2... Name Laura McAloon  
Title: SREC Attorney  
Date: 12/17/2021