

## **AGREEMENT FOR ESTABLISHMENT AND OPERATION OF AN E-911 PUBLIC SAFETY ANSWERING POINT**

THIS AGREEMENT is entered into by and between the County of Walla Walla, a political subdivision of the State of Washington (hereinafter the "County") and the City of Walla Walla, a non-charter, code municipal corporation of the State of Washington (hereinafter the "City"), for the establishment of an E-911 public safety answering point (hereinafter the "PSAP").

### **WITNESSETH THAT:**

WHEREAS the State requires all counties to provide E911 services throughout their jurisdictions; and

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, it is the goal of both the City and the County to serve the citizens of Walla Walla County by providing an effective and efficient communication link between those people with a fire, medical or law enforcement emergency and those agencies which are designated to respond to such an emergency; and

WHEREAS, the City has been providing limited 911 and dispatching services to a majority of Walla Walla County residences,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the provisions of R.C.W. 39.34, the parties hereto do agree as follows:

### **I. PURPOSE**

It is the purpose of this agreement to establish an Enhanced 911 Public Safety Answering Point, funded with State and local monies and operated by the City of Walla Walla.

### **II. DURATION**

The duration of this Agreement shall be in effect the 1st day of January, 1996, and terminate at midnight on the 31st day of December, 1998, unless this Agreement is sooner modified, extended or terminated in accordance with the terms hereof.

III. THE CITY OF WALLA WALLA AGREES AS FOLLOWS:

1. The City shall sufficiently staff, operate and maintain a county wide PSAP.
2. The City shall employ and assign a Director, who shall supervise the day-to-day operation of the PSAP. The Director shall be responsible to the City of Walla Walla City Manager for the staffing, direction and management, and for the efficient operation of the PSAP, including the development of operating policies and procedures, scheduling, supervision and maintenance of liaison with the other users of the PSAP. The Director shall serve as the Walla Walla County E-911 Coordinator.
3. The City shall maintain records and statistics of the operation of the PSAP for administrative and financial purposes. The City shall compile a monthly report of activities of the PSAP and of each user's utilization of the PSAP.
4. The City shall provide the following communications services in accordance with State standards for E-911:
  - A. An Enhanced 9-1-1 emergency telephone answering point for the receipt of calls for emergency and other assistance;
  - B. The development and utilization of a computer aided dispatch system for emergency vehicles and units, and provision of necessary information thereto. The CAD system shall interface with other public safety agency records systems.
  - C. The sending, receipt and advice of all teletype messages addressed to or from parties hereto that are pertinent to the operation of the PSAP, or as determined by other policy.
  - D. The performance of other tasks and services necessary and proper for the efficient operation of a comprehensive emergency communications system.
5. The City shall establish a special revenue fund to account for the receipt and expenditure of all monies related to the E-911 PSAP operation. The operations within the fund shall be the responsibility of the City of Walla Walla, administered by the Director in accordance with established policies.
6. The City shall provide for the facility and space for the PSAP.

7. The City shall budget at least 5% of the telephone excise tax annually to a reserve fund dedicated to the enhancement or replacement of equipment or facility as recommended by the Advisory Board.
8. Prior to budget approval, the City Manager and the Director shall meet with the Council of the City of Walla Walla, the Board of Commissioners of Walla Walla County, or other user agency legislative bodies if so requested, to review the PSAP budget and discuss the Advisory Board recommendations.

IV. THE COUNTY OF WALLA WALLA AGREES AS FOLLOWS:

1. The County shall collect a telephone and cellular telephone excise tax as established by County Ordinance and make it fully available to the City of Walla Walla by the tenth day of the month following receipt, for deposit into the City's designated special revenue fund.
2. The County shall make available to the City all other funds, grants, endowments or gifts of any type received by the County from any source which are or are to be dedicated to emergency telephone or emergency dispatching services.
3. The County shall cooperate with the City in securing the reimbursement of E911 and related expenses as approved by the State or federal governments.
4. The County agrees that the E-911 PSAP shall be co-located with the countywide Emergency Dispatch Center as operated by the City of Walla Walla.

V. ADVISORY BOARD

The parties hereto agree to establish an PSAP Advisory Board (hereinafter the "Board"), which shall be the operations policy recommending body for the PSAP. The Board shall be composed of a representative of each agency which is a user of the PSAP services under contract. The chair may, at his/her discretion, organize subcommittees necessary for efficient operation of the PSAP.

1. The Board shall establish by-laws consistent with this Agreement.

2. The Board shall have the authority to:
  - A. Make recommendations for the operation of the PSAP in accordance with industry and State standards.
  - B. Review the financial contributions of the parties hereto, and to recommend adjustments in the same.
  - C. Recommend approval of the joining herein of any other user wishing to participate.
3. Decisions reached by the Board shall be by vote of the majority of the membership represented at any meeting.

#### VI. JOINING OF OTHER USERS

Other governmental bodies may make use of the PSAP in accordance with the following:

1. Each such user agency must execute a written agreement, which is substantially the same in content as this Agreement, in accordance with the applicable laws of the State of Washington, agreeing to be bound in all respects, including bearing a proportional share of the financing of the PSAP.
2. The City and County may, after review by the Board, approve the joining of another agency providing emergency telephone services. Such agreements shall be limited to three years in duration and may be renewed at the discretion of the City and County.
3. The City may charge new user agencies for costs for enhancements of equipment or expansion of buildings, property or equipment necessary to provide services for the new user agency.

The City may also charge new users a one time fee to be negotiated between the City and the new user agency in order to partially reimburse the PSAP for costs incurred by the City and County for implementation of the PSAP. Any such reimbursement fees collected by the City from new users shall be placed in a fund maintained by the City and used solely for enhancement of the PSAP.

## VII. THE PARTIES HERETO AGREE AS FOLLOWS:

### 1. Liabilities:

Except for liability that is subject to immunity as provided by Ch. 38.52 RCW, each party agrees to hold the other harmless from any claims directly resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee or agency of such party.

### 2. Disputes between parties:

Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties and non-binding mediation. The mediator shall be selected by mutual agreement of the parties and the costs of mediation shall be shared equally between the parties.

## VIII. FINANCES

1. All expenses of the PSAP shall be paid for by the City.
2. It shall be the responsibility of the Director to prepare an annual budget which will include all necessary and required revenues and expenditures.
3. The parties to this Agreement on behalf of the PSAP may accept gifts and donations, and may apply for and receive grants of money or equipment from other governments. Such gifts and grants shall not replace any party's financial contribution as required by this Agreement. Grant applications shall be prepared under supervision of the Director.

## IX. PROPERTY AND EQUIPMENT

1. Equipment, software, and other capitalized items directly relating to E911 services purchased or upgraded jointly during PSAP implementation shall be purchased by the City but titled to the County.
2. E911 equipment shall be in the custody of the City of Walla Walla, but ownership shall remain with the County. The City of Walla Walla shall be responsible for the maintenance of all such equipment in good repair and adjustment, normal wear and tear excepted.

Upon initial receipt of custody of equipment, the City of Walla Walla shall enter it into a master inventory, describing the equipment fully, including its condition on receipt.

Should either City or County withdraw from this agreement, custody of E911 equipment shall be returned to the County forthwith.

3. Other users joining herein may contribute equipment to the PSAP in accordance with the foregoing. Should another user, upon joining herein, decide to maintain dispatch services or active base stations in addition to or in lieu of services received from the PSAP, it is understood that operational net control remains with the PSAP, absent agreement to the contrary.

#### X. MODIFICATION, WITHDRAWAL AND TERMINATION

1. This Agreement may be modified or extended in duration by mutual agreement of the parties.
2. The parties hereto may withdraw from this contract only by legislative act of its governing body, communicated to the other party in writing. Such withdrawal shall be effective on midnight of December 31, of the year in which notice of withdrawal is tendered and in no case prior to that date. Request to withdraw by either party hereto shall be received by the other party by June 30 of the year in which the withdrawal is to be effective.
3. Notice of intention not to renew the contract upon expiration shall be tendered to the other party not less than 6 months in advance. Absent notice of intent not to renew, the contract shall automatically renew for three years.

#### XI. GENERAL TERMS

1. This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.
2. Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement.
3. Annually, at the request of the Board of Commissioners, the Director shall review with the Board, the terms and conditions of this agreement.
4. The Agreement shall be binding upon the parties hereto, their successors and assigns.

EXECUTED this the 26<sup>th</sup> day of September, 1995 for WALLA WALLA COUNTY:

Lewis L. Jacky  
Chair

Attest: Annie R Vint  
Clerk of the Board

David S. Carey  
Commissioner

Approved as to form:

Charles A. Maiden  
Commissioner

James L. [Signature]  
County Attorney 9/14/95

EXECUTED this the 11<sup>th</sup> day of October, 1995 for the CITY OF WALLA WALLA

[Signature]  
City Manager

Attest: [Signature]  
City Clerk

Approved as to form: [Signature]  
City Attorney