

**KITSAP COUNTY
CENCOM**

INTERLOCAL AGREEMENT

REGARDING

EMERGENCY COMMUNICATIONS

AND OTHER SERVICES

August 25, 1993

City of Bremerton

**INTERLOCAL AGREEMENT REGARDING EMERGENCY
COMMUNICATIONS AND OTHER SERVICES**

KC-019-91D

WHEREAS, KITSAP COUNTY and Recipient(s) are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore, pursuant to RCW 39.34.080, enter into an Interlocal Agreement with one another and with other public agencies to perform such services; and,

WHEREAS, KITSAP COUNTY, a political subdivision of the State of Washington (hereinafter called County), has an emergency communications system (also known as CENCOM) which is capable of providing emergency communications services to law enforcement agencies, fire departments and fire districts within Kitsap County; and,

WHEREAS, County believes emergency communications and other services would best be served with CENCOM being managed through a "CENCOM Policy Board"; and,

WHEREAS, the CITY OF BREMERTON, (hereinafter called Recipient) desires to obtain emergency communications services from County; and,

WHEREAS, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety and welfare of the citizens to have a unified emergency communications system utilizing the latest communications equipment and having the advantage of economies of scale; and,

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Interlocal Agreement may be entered into;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I

DEFINITIONS AND FUNCTIONS

A. Allocable proportion: The amount of money chargeable to Recipient as its share of maintenance, operations, and insurance expenses for the emergency communications system. The allocable proportion is determined by one of the formulas in Appendixes A or B to this agreement.

B. Assessed value: The assessed value of non-exempt real and personal property as determined by examining the records most recently prepared by the Office of the County Assessor.

C. CENCOM Policy Board: There shall be a CENCOM Policy Board, (hereinafter called the Board), composed of thirteen (13) persons as follows:

1. All three Kitsap County Commissioners;
2. The Bremerton Mayor and two City Council members;
3. The Mayors of Bainbridge Island, Port Orchard, and Poulsbo;
4. Three Fire Commissioners appointed by the Kitsap County Fire Commissioner's Association; and,
5. The Kitsap County Sheriff.

The Board shall meet monthly, or so often as necessary, to conduct its business. Annually, at the last meeting of the calendar year, the Board shall elect one of its members chairperson, who shall preside over meetings, and a vice chairperson to serve in the absence of the chairperson. The Board shall appoint a secretary who shall keep good and sufficient minutes of its meetings.

The Board shall set policy, evaluate, and adjudicate matters concerning: (1) the annual CENCOM Operations budget and funding, cost share distribution, the Enhanced 911 Tax Revenue Fund and Five Year Expenditure Plan, and the accumulated CENCOM Capital Reserve Fund; (2) overall governing authority of the system and its programs; (3) implementation of new programs and discontinuance of existing programs; (4) staffing levels and problems; (5) evaluation of systems upgrades (five year plan); (6) appeals board for resolution of matters affecting CENCOM operations, or user agency requirements; and, (7) any other matter of major importance.

The Board may provide emergency communications to other agencies. Such agencies, if approved, shall enter into an Interlocal Agreement substantially similar to this agreement, or execution of a services contract with CENCOM.

D. CENCOM Director: The Board shall appoint a Director of the Emergency Communications System (CENCOM), who shall serve under the general policy guidelines of the County. The Board will establish policy for the overall direction of the emergency communications system through the advice and leadership of the CENCOM Director.

Such Director shall be responsible for: (1) maintenance and operation of the emergency communications system; (2) hiring, firing, disciplinary actions, and other personnel matters; and (3) the accomplishment of directives from the Board. The Director shall attend the meetings of,

make regular reports to, and act upon recommendations received from the Board.

E. Chargeable Unit of Use: A chargeable unit of use (C.U.U.) is based on the receipt and broadcast of information generating an event and/or a teletype message.

F. Enhanced 9-1-1 Revenue: A source of revenue generated by a telephone tax on a telephone system switched access line. The revenue is dedicated to maintain the Enhanced 9-1-1 system and accomplish upgrades to the rest of the emergency communication network.

G. User Groups: The CENCOM Director shall have two advisory user groups made up of operational representatives from each agency or jurisdiction utilizing the CENCOM Communications System as follows:

1. Law Enforcement User Group. One member appointed by the Sheriff and one by each respective Police Chief.
2. Fire Service User Group. One member appointed by the Fire Chief's of each respective department or district.

Both User Groups will function in an advisory capacity to assist the CENCOM Director with general operations, development of standard procedural guidelines, inter-agency cooperation and communication. The CENCOM Director, or designated representative, shall preside over meetings of each group who shall meet monthly on an independent basis, or as often as necessary to conduct it's business. Staff support will be provided by CENCOM to keep good and sufficient records and minutes.

H. Other Agencies: Any agency which is not a participant to Interlocal Agreement.

I. Other Revenue Sources: Moneys received by County directly as a consequence of providing services concomitant to its emergency communications system. Provided, "other revenue sources" shall not include the allocable proportion of Recipient or any other entity which has entered into an Interlocal Agreement with County substantially similar to this one.

J. Criminal Justice Data Communications System - ACCESS: CENCOM is connected to the Washington State Patrol ACCESS system for criminal history information. Inasmuch as the involvement of commissioned law enforcement authorities is required in the management control of this system, the Sheriff and appointed Chiefs of respective user agencies are designated the CENCOM ACCESS Board as outlined in Appendix "C".

K. Organizational Chart: The Organization Chart is included as a part of this Agreement and identified as Appendix "D".

II

DUTY OF COUNTY

County, through the Board, shall equip, operate, staff and maintain facilities and accessories (i.e. inventory, equipment, and appurtenances) necessary and proper to provide emergency communications services to Recipient. Such facilities and accessories shall be of such magnitude that they are capable of servicing all member law enforcement agencies, fire departments, and fire districts within Kitsap County.

County, through the Board, shall provide to Recipient emergency communications services as follows: (1) receive calls for emergency and other assistance; (2) dispatch emergency units and provide necessary information thereto; (3) maintain ready access to information concerning warrants, wants, and stolen vehicles, receive input necessary thereto, and dispatch such information upon request; (4) send, receive, and advise of all appropriate teletype messages; (5) maintain (or route to Recipient) all appropriate records and data regarding emergency communications of Recipient; and (6) do other things and provide other services necessary and proper for the efficient operation of an emergency communications system.

County shall function as an umbrella organization for all employees of CENCOM, who will be expected to comply with all personnel and human resource guidelines of the County, and shall be considered a County employee.

III

PAYMENTS

For emergency communications services for each calendar year subsequent to the date of this agreement, Recipient agrees to pay to County its allocable proportion in twelve (12) equal monthly installments. The allocable proportion for each calendar year due from Recipient is computed as follows:

- A. Fire District: Allocable proportion shall be computed as shown in Appendix A;
- B. County, a City, or Indian Tribe: Allocable proportion shall be computed as shown in Appendix B.

- C. Other Agency: Allocable proportion shall be determined by the Board.

IV

UNITS OF USE

The Board, through the CENCOM Director, shall maintain complete and accurate records regarding the number of each party's C.U.U.'s. If figures regarding C.U.U.'s for an entire year are unavailable for either Recipient or the entire emergency communications system, then the Board may extrapolate the available figures in order to determine either the yearly C.U.U.'s attributable to Recipient or the yearly C.U.U.'s of the entire emergency communications system.

If data is not available concerning the C.U.U.'s which are or will be attributable to Recipient, the Board shall estimate the C.U.U.'s. Further, the Board shall, through the CENCOM Director, advise non-recipient agencies, in writing, that they may be charged for use.

V

BUDGET

Annually, the CENCOM Director shall develop a budget which will meet the anticipated maintenance, operations, and insurance expenses of the emergency communications system, facilities and accessories for the coming calendar year. The Director shall submit copies of the proposed budget to all parties to the agreement 30 days prior to submittal to the Board. The Board shall give due consideration to comments submitted to it. After the Board has approved

the final budget, it shall be considered adopted, and forwarded to the County Budget Director as such. No increase, decrease, or change to the final budget shall occur without approval of the Board.

Should the operational revenue for a calendar year or portion thereof prove insufficient to cover actual expenses, the Director shall submit the budget shortfall to the Board. Should the Board increase the budget, Recipients shall be assessed an additional amount for the following calendar year in the amount of X, where:

*
$$X = \frac{a}{b} (c), \text{ where}$$

* "a" = the amount of the underage

* "b" = the budget amount for the year in which the underage occurred

* "c" = the allocable proportion of Recipient for the year in which the underage occurred.

Should the revenue for a calendar year or portion thereof be greater than actual expenditures the Board shall determine the disposition thereof.

Quarterly, the Director shall provide a budgetary status report to the Board.

In 1985 a tax on telephone switched access lines in Kitsap County was passed to provide county-wide Enhanced 9-1-1 service and upgrades to the entire emergency communication network. The money collected by the three telephone companies is sent directly to the Kitsap County Treasurer's office for deposit. Each year the Director must project a budget of the

anticipated amount that will be received. This budget, along with a five year plan for system upgrades, shall be presented to the Board.

VI

MODIFICATIONS

Any party to this Agreement may request a modification to this Agreement. Such request shall be addressed to the Board in writing, by June first of any year. The Board shall respond in writing to said request within ninety (90) days.

VII

AMENDMENT

It is specifically agreed by and between the parties hereto that this Interlocal Agreement may be amended by the Board at any duly called regular or special meeting of the Board, but only after first giving thirty (30) days written notice of such meeting and proposed amendment to all parties to this agreement. However, nothing in this paragraph shall be construed to authorize any change in the funding formula set forth in this agreement nor to authorize any act which would cause an increase, or change the amount paid by any participating agency beyond the amount determined by the Board pursuant to this agreement.

VIII
EXECUTION OF AGREEMENT

Each party to this agreement shall bind itself with all other parties to this agreement by signing a duplicate original of this agreement and submitting such signed duplicate original to CENCOM. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there may be several duplicate originals signed by the parties to the agreement. The purpose of this provision is to facilitate the signing of the agreement and to avoid undue delay in the execution of the agreement. This agreement however, shall be executed on behalf of each party by its authorized representative and pursuant to appropriate resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that party.

IX
TERM

This Interlocal Agreement shall be of full force and effect indefinitely unless terminated as provided herein.

X
TERMINATION

Either party to this Interlocal Agreement may terminate it by providing written notice of such to the other at least ninety (90) days prior to the specified termination date; Provided, this Interlocal Agreement can only be terminated at the end of a calendar year.

XI
MERGER

This Interlocal Agreement, consisting of sixteen (16) pages (including Appendixes A, B, C and D), merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to subject matter hereof and constitutes the entire Interlocal Agreement between the parties.

XII
EFFECTIVE DATE

This Interlocal Agreement shall be effective as of the date of the signature of the parties attached hereto.

City of Brentwood
(Recipient Organization/Jurisdiction)

DATED this 5th day of January, 1993

Lynn A. Holt

Official *MAYOR*

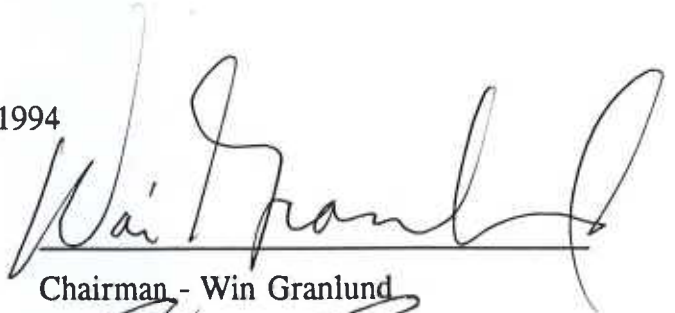
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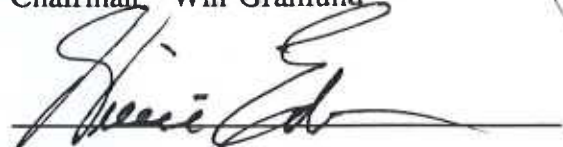
ATTEST: *K. McQuisen*

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Dated this 28th day of Feb., 1994



Chairman - Win Granlund



Commissioner Billie Eder



Commissioner Matt Ryan

ATTEST:



HOLLY ANDERSON, Clerk of the Board

APPENDIX A

Fire District: If Recipient is a fire district, its allocable proportion shall be computed as follows:

$$AP = 1/2 ((.25a - .25b) (c/d) + (.25a - .25b) (e/f)), \text{ where;}$$

- * AP = allocable proportion;
- * a = budget amount described in V;
- * b = income from other revenue sources;
- * c = assessed value of Recipient;
- * d = assessed value of all fire districts that have entered into a contract with County substantially similar to this
- * e = annual units of use attributable to Recipient
- * f = annual units of use attributable to all fire districts that have entered into a contract with County substantially similar to this.

APPENDIX B

County, a City, or Indian tribe: If Recipient is County, a City, or Indian Tribe, its allocable proportion shall be computed as follows:

$$AP = \frac{\left(\frac{a}{b} + \frac{c}{d}\right)}{2} (.75) (e - .75f), \text{ where};$$

- * AP = Allocable proportion;
- * a = numerical population of Recipient; Except, that for County this figure shall be the numerical population of Kitsap County less the combined numerical population of all cities and Indian tribes situated within Kitsap County and which have entered into a contract with County substantially similar to this;
- * b = numerical population of Kitsap County
- * c = annual units of use attributable to Recipient
- * d = annual units of use attributable to County, and all cities and Indian Tribes which have entered into a contract with County substantially similar to this;
- * e = budget amounts described in V;
- * f = income from other revenue sources.

APPENDIX C

Management Control of Criminal Justice Data-Communications System:

Because the Advisory Council on Criminal Justice Services and the Washington State Patrol, in compliance with the National Crime Information Center (NCIC) regulations, have required that all participating communication centers, such as CENCOM, which are terminal users of the Washington State Patrol ACCESS system, have certain provisions in their regulations and enabling Interlocal Agreements concerning responsibility for the interstate exchange of criminal history information, the following is specifically agreed to:

1. The Kitsap County Sheriff Office, and Police Departments of Bremerton, Bainbridge Island, Port Orchard, and Poulsbo, are hereinafter called the CENCOM ACCESS Board; and, as such, shall bear full responsibility for insuring that the criminal justice data communications network used at CENCOM is under their management control.
2. Management control is defined as the authority to set and enforce (a) priorities; (b) minimum standards for the selection, supervision, and termination of personnel; and (c) policy governing the operation of computers, circuits and telecommunications terminals used to process criminal history record information at CENCOM, insofar as the equipment is used to process, store, or transmit criminal history record information.
3. Management control includes, but is not limited to, the supervision of equipment, systems design, programming, and operating procedures necessary for the development and implementation of the computerized criminal history program. Such management control guarantees the priority service needed by the criminal justice community served by CENCOM.

APPENDIX D
CENCOM
ORGANIZATIONAL FLOW CHART

