

## **YAKIMA COUNTY INTERGOVERNMENTAL 911 AGREEMENT**

WHEREAS this Agreement made and first entered into by and among the undersigned governmental jurisdictions; and

WHEREAS the members and the residents of Yakima County would benefit both in terms of efficiency and economy from 911 Public Safety Answering Point (PSAP) services to Yakima County and the cities, and fire protection districts within Yakima County; and

WHEREAS the undersigned governmental jurisdictions have a goal of establishing and maintaining a PSAP, to be hereafter known as "Yakima County 911"; and

WHEREAS this Agreement and the activities described herein below are sanctioned by the provisions and terms of the "Interlocal Cooperation Act" pursuant to RCW 39.34 et seq.; and

WHEREAS the establishment of such PSAP will provide improved police, fire and medical aid service communications within the boundaries of the consolidated service area at a minimum cost to the participating jurisdictions, together with such other jurisdictions as may hereafter contract with the undersigned for communications services; and

WHEREAS Yakima County is an existing governmental structure encompassing the entire geographic, economic, and population region to be served; and

WHEREAS the establishment and maintenance of such PSAP will be of substantial benefit to the citizens of the undersigned governmental jurisdictions and the public in general; and

WHEREAS the participating jurisdictions desire to expressly state the powers held by the Center pursuant to RCW 39.34.030(3)(b); and

WHEREAS the participating jurisdictions expressly state that the PSAP is authorized to acquire, hold, and dispose of property pursuant to RCW 39.34.030(4)(b); and

WHEREAS the PSAP Shall be funded by the telephone excise tax proceeds authorized by RCW 82.14B.030.

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

**1.0 PURPOSE:** It is the purpose of this Agreement to provide Enhanced 911 services for the members at the earliest possible time thereby benefiting them in terms of efficiency and economy.

**2.0 DEFINITIONS:** As used in this Agreement for the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

2.1 "PSAP" (Public Safety Answer Point) shall mean the locations of the equipment and personnel that provide PSAP services.

2.2 "Services" shall mean those services and equipment to answer 911 calls on a 24-hour basis.

2.3 "County" shall mean Yakima County.

2.4 "E-911" shall mean the ability of a person to call for emergency services by using the three-digit number and the ability to electronically track and identify the origin of emergency calls in addition to Basic 911.

2.6 "Members" shall mean the signatories to this Agreement and such other entities as become signatories or otherwise become members in the future.

2.7 "Yakima County 911" shall mean collectively the parties to this agreement in their capacity as providers and/or receivers of 911 services or, as the context may require, the system of providing such services.

**3.0 DURATION OF AGREEMENT - TERMINATION:** The initial duration of this Agreement shall be for a period of five (5) years from the date hereof, and thereafter shall be automatically extended for consecutive two (2) year periods unless terminated by one or more of the participating members. Any such termination shall be effective when reduced to writing and served on the other members on or before July 1 in any one year, and thereupon such termination shall then become effective on the last day of such year.

Any notice to be effective shall be in writing and time is of the essence in the giving of such notice.

#### **4.0 ADMINISTRATION BOARD:**

- 4.1 The affairs of the Center shall be governed by an Administration Board composed of one member from each participating governmental jurisdiction. Such member shall be the highest-ranking elected member of the jurisdiction or a designee who shall be an elected official. Each Board member shall have an equal vote and voice in all Board decisions. A quorum shall consist of a majority of those present at a scheduled meeting.
- 4.2 An Administrative Executive Board (the Board) shall be chosen from the Administration Board. The Administrative Executive Board shall be composed of one County Commissioner, the Mayor of Yakima, an Upper Valley Mayor, two Lower Valley Mayors, and an Upper Valley and Lower Valley fire commissioner. A designee may be appointed for the above, but the designee shall be an elected official of the jurisdiction. A quorum will consist of a minimum of four (4) voting members or their designee.
- 4.3 A Chairperson, and such other officers as the majority of the Board may determine, shall be elected by the members of the Administrative Executive Board. The Chairperson shall serve a one-year term of office. Said chairperson shall also serve as the chairperson of the Administration Board.
- 4.4 The Administrative Executive Board shall have the full authority and power of the Administration Board to make decisions regarding the affairs of the Center on a routine basis. Any member of the Administration Board may bring any decision of the Administrative Executive Board forth to the full Administration Board for discussion.
- 4.5 Meetings -- The full Administration Board shall only meet as required or at the request of any member for discussion on the actions of the Administrative Executive Board. The Administrative Executive Board shall meet regularly but no less than quarterly.
- 4.6 Chairperson's Authority and Responsibility - During the Chairperson's term of office, he/she shall have the following authority and responsibility:
  - a) To appoint a member of the Administrative Executive Board to

act as Chairperson in his/her absence. This appointment may be made on an incidental basis.

- b) To preside at regular and special meetings of the Administration and Administrative Executive Boards.
- c) To call meetings of the Administration Board or special meetings as appropriate.
- d) To appoint committees as required.

4.7 Conduct of Business - Roberts Rules of Order shall govern all procedural matters relating to the business of the Administration and Administrative Executive Boards.

- a) The Order of Business for all regular meetings shall be as follows:

Approval of the minutes of the previous meeting.  
Reports from the Chairperson  
Reports of any member  
Reports from the Operations Board  
Reports from the Director  
Old Business  
New Business

- b) All materials for regular meetings and minutes shall be prepared in packets and distributed to all members at least 5 days prior to the date of the next meeting.
- c) No action will be deemed to have been taken by the Administration Board or the Administrative Executive Board unless the matter had been subject of a proper motion, which has been approved by a quorum of the board. The authority to determine whether an action had been taken will be the approved minutes of the meeting.

4.8 The Functions of the Administration Board shall be as follows:

- a) Establish rules and policies for the Administration Board's operation and regulation of its affairs.
- b) Monitor the actions of the Administrative Executive Board and

take appropriate action when required.

4.9 The Functions of the Administrative Executive Board shall be as follows:

- a) Adopt administrative policies for Yakima County 911.
- b) Approval of the annual Yakima County 911 budget.
- c) Establishment of policies for expenditures of budgeted items for Yakima County 911.
- d) Approval or disapproval of unbudgeted expenditures in excess of \$10,000.00 upon recommendation of the Operations Board
- e) Resolve disputes that may arise between the members of the Operations Board and any other issues not resolvable by the Operations Board.
- f) Determine what services shall be offered and under what terms they shall be offered.
- g) Review and approve significant policy issues referred from the Operations Board.
- h) Recommend action to the governmental jurisdictions of the participating members.
- i) Approval of agreements with federal, state or local agencies.
- j) Approve purchase, lease, receipt by gift, or otherwise acquiring real or personal property, or any interest therein.
- k) Approve contracts with future participating members and subscribers to provide communications services.
- l) Evaluate and determine the propriety of communications services for local governments whenever so requested and shall determine the means of providing such services together with related costs and effects.
- m) Provide annually a report on the status of 911 to the

## Administration Board.

- 4.10 Any decision of the Administrative Executive Board can be overturned by a majority vote of the Administration Board.
- 4.11 The Chairperson or their designee may call for an executive session of the Board for discussion of matters protected under RCW 42.30.110, Executive Sessions. Such sessions shall strictly follow the criteria as set forth in RCW 42.30.110 for authorized discussions.

## **5.0 OPERATIONS BOARD:**

- 5.1 There is further established an Operations Board, which may consist of the following fourteen (14) members or their designees:
  - a. The Yakima County Sheriff
  - b. The Chief of Police for the City of Yakima
  - c. The Fire Chief for the City of Yakima
  - d. The Chief of Yakima County Fire District No. 5
  - e. The Chief of the Yakama Tribal Police
  - f. One representative chosen from the Upper Valley Fire Districts' Chiefs
  - g. One representative chosen from the Police Chiefs of the cities of Selah, Moxee, Tieton, and Union Gap
  - h. Two representatives chosen from the Lower Valley Fire Departments' Chiefs
  - i. Two representatives chosen from the Chiefs of the Lower Valley Law Enforcement
  - j. Director of Emergency Management Services
  - k. Director of Emergency Medical Services (EMS)
- 5.2 The Operations Board is charged with the authority and responsibility to govern the day-to-day operations and procedures of Yakima County 911. Each Board member shall have an equal vote in all Board decisions. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Operations Board.
- 5.3 Any member may designate a representative to attend meetings in that member's place. While so designated, the representative shall assume all rights and responsibilities of a full member. The designee must be from the same jurisdiction.

- 5.4 The Operations Board shall elect a Chairperson from its members by a majority vote of the Operations Board. The Chairperson shall serve a one-year term of office.
- 5.5 The Board shall determine the time and place of its meetings. At least one (1) regular meeting shall be held each calendar quarter. The Chairperson or any two (2) members upon may call special meetings not less than seven (7) days' prior written notice.
- 5.6 During the Chairperson's term of office he/she shall have the following authority and responsibility:
- a. To appoint a member of the Operations Board to act as Chairperson in his/her absence. This appointment may be made on an incident-by-incident basis or for a designated period of time, not to exceed three (3) consecutive meetings.
  - b. To preside at regular and special meetings of the Operations Board.
  - c. To call a special meeting as appropriate.
  - d. To appoint committees as required.
  - e. To meet with the Administrative Executive Board, to keep that Board appraised of the actions of the Operations Board and Yakima County 911.
- 5.7 The Order of Business for all regular meetings shall be as follows:
- a. Approval of the minutes of the previous meeting.
  - b. Reports from the Chairperson.
  - c. Reports from any member.
  - d. Reports from the Director.
  - e. Old Business.
  - f. New Business.
- 5.8 All materials for regular meetings and minutes shall be prepared in packets and distributed to all members at least 5 days prior to the date of the next meeting.
- 5.9 No action will be deemed to have been taken by the Operations Board unless the matter had been subject of a proper motion, which has been approved by a majority of those members present. The authority to determine whether an action had been taken will be the approved minutes of the meeting.



5.10 The functions of the Operations Board shall be as follows:

- a. Establish rules and policies for the Operations Board's operation.
- b. Development of operational priorities, policies and procedures for systems development, programming, operations and work rules.
- c. Overall supervision of the Director.
- d. Review and recommend for approval the Director's proposed budget to the Administrative Executive Board.
- e. Resolve disputes over Yakima County 911 operations between user and Yakima County 911 subject to review by the Administrative Executive Board.
- f. Set standards for the delivery of 911 services for Yakima County.
- g. Recommend to the Administrative Executive Board unbudgeted expenditures.

5.11 At the third quarter's meeting of the Operations Board, the Board shall take action on the following year's budget for recommendation to the Administrative Executive Board.

5.12 The Chairperson or their designee may call for an executive session of the Board for discussion of matters protected under RCW 42.30.110, Executive Sessions. Such session shall strictly follow the criteria as set forth in RCW 42.30.110 for authorized discussions.

**6.0 PROVISION OF 911 SERVICES:** Yakima County, either directly or indirectly, shall be responsible for providing 911 services to all members.

**7.0 BUDGET:**

7.1 The Director shall present a proposed budget to the Operations Board at the September meeting each year. The Operations Board shall recommend a budget, which budget shall be presented by the Director to the Administrative Executive Board not later than the September meeting each year. Thereafter the participating local entities shall be advised by the Director of the programs and objectives as contained in said proposed budget, and of the required financial participation, if any, for the ensuing year. No funds shall be expended until funds have been appropriated by each participating



entity in its annual budget, and as otherwise provided by law.

- 7.2 Funds from the telephone excise tax authorized by RCW 82.14B.030 shall be used only for 911 services as permitted by state law.

## **8.0 PERSONNEL:**

- 8.1 There shall be a Director of Yakima County 911. In the event Yakima County provides 911 services directly, the Director shall be appointed by the Administrative Executive Board from a list of three names recommended by the Operations Board. In the event Yakima County contracts with another entity to provide 911 services, the Director shall be selected by the entity providing the services. The Director shall be selected upon the basis of administrative, financial, and technical competence.

### **8.2 The Director**

- a. The Director shall be responsible for administration, budget, personnel, call receiving and transfer, records, communications, security, and other 911 functions in conformance with the policies of the Administration and Operations Boards.
- b. The Director shall be responsible to the Operations Board and shall advise the Operations Board from time to time on all matters necessary to fully implement the purposes of this Agreement. The Director shall administer the program in its day-to-day operations consistent with the policies adopted by the Administrative board and the Operations Board.
- c. The Director shall act as the Finance Officer of the Center and all disbursements shall have the prior written approval of the Operations Board. Such Director shall have experience in technical, financial and administrative fields and such appointment shall be on the basis of merit only.
- d. The Director shall be responsible for reviewing; renewing and updating required licenses for the operations of Yakima County 911.
- e. The Director shall offer technical assistance to member and contract agencies and other entities as authorized by the

Administrative Executive Board. The Director in conjunction with the Operations Board shall prepare and present a proposed budget to the Administrative Executive Board in accordance with the member entities budget timetables.

- f. The Director shall have authority to hire and fire all personnel subject to applicable administrative procedures, personnel policies, and collective bargaining agreements.
- g. The Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services so as to provide maximum and ultimate benefits to the members of the general public. Such recommendation shall be presented by the Director of the Operations Board. Any change or deviation from established policy shall have the prior written approval of the Administrative Executive Board.

- 8.3 The director and employees who provide 911 services shall be employees of Yakima County or the entity providing such services in the event Yakima County contracts with another entity to provide 911 services. The director and employees shall be subject to all employee and personnel policies of the entity providing such services and applicable collective bargaining agreements.

## **9.0 INVENTORIES AND PROPERTY:**

- 9.1 Equipment and furnishings for Yakima County 911 operation shall, to the extent that the Operations Board determines it to be practical and efficient, be composed of those items necessary for operations.
- 9.2 The Director shall, at the time of preparing the proposed budget for the ensuing year, submit to the Operations Board a complete inventory together with current valuations of all equipment and furnishings owned by, leased or temporarily assigned to Yakima County 911.
- 9.3 Title to real property purchased or otherwise acquired shall be held in the name of the Yakima County; provided however, that for valuable consideration received, Yakima County may convey ownership of any such real property as may be directed by a majority of the Administration Board.

- 9.4 Each jurisdiction shall be responsible for purchasing, maintaining, and repairing the equipment necessary to receive calls forwarded from 911 and retains all rights to such equipment. If equipment has been purchased using 911 excise tax funds or Federal or State grants obtained for 911 services, the equipment will be included in the annual inventory and will be subject to all applicable laws and conditions as set forth in said grant or RCW 82.14B.030.

## **10.0 ADMISSION OF NEW MEMBERS:**

- 10.1 Additional public entities in Yakima County may become members once their legislative authority is certified. Should Yakima County 911 be in a position of having debt services or on-going assessments, the new member may be subject to pro-rated costs to equalize their membership with that of existing entities. The admission of such additional members shall be by written addendum to this Agreement.
- 10.2 Additional public agencies or entities outside of Yakima County may become subscribing members upon such terms and conditions as agreed to by the Administrative Executive Board. The admission of such additional subscribing members shall be by written addendum to this Agreement, with the approval of the Administration Board.

## **11.0 DISSOLUTION:**

- 11.1 Yakima County 911 can only be dissolved by a majority, written vote of the entire Administration Board. In the last meeting prior to dissolution the Administrative Executive Board shall present to the entire Administration Board a recommendation for disposal of the assets of Yakima County 911 to include all tangible assets.
- 11.2 Upon dissolution of Yakima County 911, equipment purchased by Yakima County 911 may be purchased by a member at a value to be determined by action of the Administrative Executive Board. Property not sold in the foregoing manner shall be disposed of as provided by RCW 36.34, provided, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant and/or applicable law. If no grant or legal provisions govern disposition of the proceeds, then such proceeds shall be divided among the members in proportion to the funds paid into Yakima County 911 during the term of this Agreement.

- 12.0 LEGAL ASSISTANCE:** The participating jurisdictions agree to furnish legal assistance. The Administrative Executive Board may contract with the City Attorney of a participating city or Yakima County legal staff.
- 13.0 INTERGOVERNMENTAL COOPERATION:** The Center shall cooperate with local; State and Federal governmental agencies according to guidelines of the Police Dispatching Study in order to maximize the utilization of grant funds for equipment and operations.
- 14.0 FILING OF AGREEMENT:** Upon execution hereof, this Agreement shall be filed, prior to its effective date, with the City Clerks of the respective participating municipal entities, the Office of Director of Records and Elections of Yakima County, the Secretary of State, and such other governmental agencies as may be provided by law.
- 15.0 AMENDMENTS:** Amendments to this Agreement shall only be made by written agreement of participating jurisdictions.
- 16.0 TECHNICAL EXPERTISE:** Yakima County 911 may provide to any member technical expertise as may be required for proper operation of member's communications systems and for procurement of their communications equipment.
- 17.0 ARBITRATION:** Any controversy between the members in regard to the application or interpretation of this Agreement shall be submitted to the Operations Board for resolution. If the Operations Board's action does not resolve the controversy, it shall be appealed to the Administrative Executive Board. If the Administrative Executive Board's action does not resolve the controversy, it may be submitted to the Administration Board, then to arbitration in accordance with RCW 7.04.
- 18.0 INDEMNIFICATION:** Each member agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists, and agrees to save, indemnify, defend and hold the other members harmless from any such liability.
- 19.0 SEVERABILITY:** If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

- 20.0 EXECUTION:** This Agreement, or amendments hereto, shall be executed on behalf of each participating city by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating city. The Agreement, or any amendment, shall be deemed adopted upon the date of execution by the last so authorized representative.
- 21.0 HOLD HARMLESS:** The parties to the Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the participating members. Any loss or liability resulting from the negligent acts errors or omissions of the Administration Board, Administrative Executive Board, Operations Board, Center Director and or staff, while acting within the scope of their authority under this Agreement shall be borne by Yakima County 911 exclusively.
- 22.0 SIGNATURES:** Each party to this Agreement shall sign a signature page in a form required by law to constitute valid execution. Each signature page shall be titled "**YAKIMA COUNTY INTERGOVERNMENTAL 911 AGREEMENT SIGNATURE PAGE FOR (NAME OF ENTITY)**".
- 23.0 ENTIRE AGREEMENT:** This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and signed by all members.

**SIGNATURES OF PARTICIPATING JURISDICTIONS & DATE SIGNED:**

Yakima County  
City of Yakima  
City of Union Gap  
City of Selah  
Town of Naches  
City of Moxee  
City of Wapato  
Town of Harrah  
City of Toppenish  
City of Zillah  
Town of Granger  
City of Sunnyside  
City of Grandview  
City of Mabton  
City of Tieton

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**SIGNATURES OF PARTICIPATING YAKIMA COUNTY FIRE PROTECTION DISTRICTS & DATE SIGNED:**

Fire District No. 1, Cowiche/Tieton  
Fire District No. 2, Selah  
Fire District No. 3, Naches  
Fire District No. 4, East Valley  
Fire District No. 5  
Fire District No. 6, Glead  
Fire District No. 7, Glade  
Fire District No. 9, Naches Heights  
Fire District No. 10, Fruitvale  
Fire District No. 11, Broadway  
Fire District No. 12, West Valley  
Fire District No. 14, Nile/Cliffdell

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**SIGNATURE OF YAKAMA INDIAN NATION & DATE SIGNED:**

Yakama Indian Nation Tribal Council