

INTERLOCAL AGREEMENT FOR  
ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER  
(I-COM)

WHEREAS, the Sheriff of Island County, each City Police Department and Fire Department, each Island County Fire District, and the Whidbey Island Public Hospital District (Emergency Medical Services) has a duty and authority to dispatch its personnel; and

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes each agency capable of exercising a power, privilege, or authority possessed by it to exercise such authority jointly with any other agency so authorized; and

WHEREAS, the parties and residents of Island County would benefit in terms of efficiency, coordination, effectiveness, and economy from a consolidated emergency communications system providing service to Island County and the cities, fire districts, and emergency medical service areas within Island County, and

WHEREAS, the boundaries of Island County encompass the entire geographic, economic, and population region to be served, NOW THEREFORE,

BE IT AGREED by the signatory parties, as follows:

1. Emergency Services Communications Center. The Island County Emergency Services Communications Center, to be referred to as I-COM, shall be placed in operation as expeditiously as possible so that Island County, various cities and towns, fire districts and hospital districts and emergency medical services therein, which may enter into this agreement, can most effectively and efficiently cooperate on the basis of mutual advantage by having needed emergency communications services provided by (I-COM) to each of the agencies and entities participating through this agreement.

2. Purpose In consideration of the agreement of the parties hereto, Island County Emergency Services Communications Center (I-COM) shall be planned for and established and, after establishment, shall provide police, fire, and emergency medical services support communications to the signatories of this agreement. I-COM shall provide these services by radio or telephone and shall provide its own radio transmitters and telephone equipment. Nothing herein shall relieve the members from their responsibility to provide their own equipment for receiving communications from I-COM and their own equipment for communications between their personnel.

3. Duration of Agreement. The duration of this agreement shall commence from the date that all parties hereto shall have approved the agreement, as indicated in the method provided by paragraphs 10 and 11 below and shall continue for 5 years following activation of the Central Emergency Services Communication Center without opportunity for withdrawal. Thereafter, the agreement shall continue in effect

until terminated by withdrawal from this agreement of one or more agencies, so that (a) either three or fewer agencies remain as participants, or

(b) if more than three agencies remain as participants, such agencies remaining have less than fifty percent (50%) of the combined assessed valuation of the property of the areas of all agencies which were parties to this agreement. Termination of a participating agency's responsibilities under this agreement shall take effect only after not less than 6 months prior written notice to I-COM and to the signatory parties, and only at the end of any calendar year.

Termination of this Interlocal Agreement can also be accomplished by agreement of all the signatory agencies, in which case termination will be effective on any date agreed upon by the signatories.

4. Formation, Meetings, and Powers of Board of Directors.

A. Formation of Board of Directors.

(1) A board, to be known as the I-COM Board of Directors, shall be formed immediately on the date of commencement of this agreement to perform the functions and powers as set forth below. The Board of Directors shall consist of seven (7) members, as follows:

- (a) One member of the Board of Commissioners of Island County.
- (b) The Oak Harbor City Mayor.
- (c) One elected official to represent the participating Whidbey Island Fire Districts or a representative of a city fire department.
- (d) One elected official to represent the participating Camano Island Fire Districts.
- (e) Island County Sheriff.
- (f) Chief of Police who will represent the Oak Harbor, Langley and Coupeville Police Departments.
- (g) One administrative Officer of the Hospital District.

Each agency or group represented by a Board member, as provided above, shall designate immediately an alternate for each Board member whose name shall be filed with I-COM, its Board of Directors, and I-COM's director, and who shall act as an alternate Board member and attend all of I-COM's Board meetings in lieu of the Board member for whom such person is to act as an alternate at such times as the duly designated member is not otherwise available to attend the meetings. The alternate shall have full powers to vote and act as a Board member at all such meetings that such alternate attends in lieu of the regularly designated Board member

(2) Meetings. The members of the Board of Directors shall elect a chairman of the Board of Directors who shall serve for a term of two (2) years and shall preside at all meetings of the Board. A vice chairman will also be elected who shall act as chairman in the absence of the chairman. Meetings shall be held in conformity with the Open Public Meetings Act, Chapter 42.30 RCW.

The Director of the Island County Emergency Communications Center or his/her designee shall act as secretary to the Board of Directors.

B. Duties and Responsibilities of Board of Directors.

(1) To oversee the establishment of the Emergency Services Communications Center and to plan for and implement conversion of the present emergency communications system to an integrated, county-wide, enhanced 911 system.

(2) Formulate an overall annual budget and allocate it proportionately as set forth in paragraph 7 and transmit the budget to each party in a timely fashion.

(3) Within budgetary limitations, acquire, hold and dispose of real and personal property to effectuate this agreement.

(4) Establish rules, regulations, and policies for personnel in the Emergency Services Communications Center.

(5) Establish rules, regulations, and policies for operation of the Emergency Services Communication Center.

(6) Employ, to serve at the Board's pleasure, a Director of the Emergency Communications Center.

(7) The Board may contract with public or private organizations to provide emergency services, alarm systems, and other communications services based upon the recommendations of the Director of the Emergency Services Communications Center and within budgetary limitations.

(8) The Board of Directors shall bear full responsibility for insuring that the law enforcement data communications network and any criminal history records information received by means of such network shall be used in conformity with the Washington State Criminal Records Privacy Act, Chapter 10.97 RCW, as now or hereafter amended, and any other applicable laws. The Board of Directors shall establish rules and regulations governing access to, security for, and operations of the data communications network and any criminal justice records information received by means of such network.

(9) Federal Communication Commission licenses. The Board of Directors shall be responsible for reviewing, renewing, and updating as needed all party's Federal Communications Commission Licenses.

In the event of termination of this agreement, all rights to and interest in Federal Communications Commission licenses shall revert to the former holder thereof.

C. Technical Advisory Committees. Two technical advisory committees shall be formed, one for police services and one for fire and emergency medical services.

(1) Police Technical Advisory Committee.

Police Technical Advisory Committee shall be comprised

of four members as follows:  
the Island County Sheriff; Chief of Police of the City of Oak Harbor; and the Chiefs of Police from the Police Departments of Coupeville and Langley. Each such committee member shall immediately designate an alternate member from his agency who shall act as an alternate committee member and attend all of the Technical Advisory Committee meetings in lieu of the committee member for whom such person is to act as an alternate at such times as the duly designated committee member is not otherwise available to attend the meetings. The alternate committee member shall have full powers to vote and act as a Technical Advisory Committee member.

(2) Fire and Emergency Medical Services Technical Advisory Committee

The Fire and Emergency Medical Services Technical Advisory Committee shall be comprised of seven (7) members; as follows: Fire Chief, City of Oak Harbor, Fire Chief, City of Langley, Fire Chief from each of the Island County Fire Districts, one Administrative Officer from Whidbey General Hospital which is a party to this agreement. Each such committee member shall immediately designate an alternate member from his agency or district who shall act as an alternate committee member and attend all of the Technical Advisory Committee meetings in lieu of the committee member for whom such person is to act as an alternate at such times as the duly designated committee member is not otherwise available to attend the meetings. The alternate committee member shall have full powers to vote and act as a Technical Advisory Committee member at all such meetings.

(3) Technical Advisory Committee

Each Technical Advisory Committee shall be responsible for establishing, reviewing and approving all dispatching operational procedures. All matters which have a budgetary impact are subject to approval by the Board of Directors. Each Technical Advisory Committee shall also recommend the Board of Directors to implement such procedures and recommendations which may, from time to time, be adopted or approved by unanimous vote of the Technical Advisory Committee. It is intended by this agreement that the Board of Directors shall determine the specific services to be rendered by I-COM, and the Technical Advisory Committee shall determine the procedures by which such services shall be delivered and implemented to the agencies signatory hereto. Any

conflicts in recommendations by the Technical Advisory Committees shall be resolved by the Board of Directors.

The Technical Advisory Committees shall be standing committees and shall meet at such times as the committees shall determine, but at least once a month. Each committee shall select a chairperson who shall conduct the meetings and assume such other functions as the committees shall determine. The chairperson of each Technical Advisory Committee shall also advise the Board of Directors at its regularly scheduled meetings of the needs of the operating departments serviced by the center. Governmental agencies joining in this agreement subsequent to initial execution shall have a position on the appropriate Technical Advisory Committee.

5. Director of Emergency Services Communication Center

There shall be a Director of Emergency Services Communication Center appointed by the Board of Directors to oversee the day-to-day operation of the Center and who shall serve at the pleasure of that Board. Responsibilities of the Director shall include:

- a. Supervising the activities of the Emergency Services Communication Center.
- b. Providing administrative and technical support to the Board of Directors.
- c. Training and supervision of all personnel of the Emergency Services Communication Center.
- d. Creation and safeguarding of communication records.
- e. Security of the Emergency Services Communications Center.
- f. Carrying out the functions of the Emergency Services Communications Center in accordance with the policies and procedures established in writing and formally adopted by the Board of Directors. Guidance and direction from the Board of Directors shall be expressed to the director, in writing, solely through the chairman of the Board or Vice Chairman in the Chairman's absence.
- g. Hiring and firing of all employees of the Emergency Communication Center.
- h. Make budget recommendations to the Board of Directors.
- i. Such other duties as are assigned to the director in writing by the Board of Directors.

6. Acquiring, Holding, and Disposing of Property and Funds of I-COM.

The Board of Directors shall be authorized to acquire title to real and personal property in the name of Island County Emergency Services Communications Center as are required for I-COM and its operations, to be purchased with I-COM funds. Upon the dissolution of I-COM, I-COM shall compensate each party to this agreement in an amount equal

to the then-current resale value of the property as is proportional to the financial contribution made by that party to this agreement in relation to the other parties to the agreement during the fiscal year of dissolution.

Any equipment donated by a member party for use by I-COM shall remain the property of that party and upon dissolution or disposal shall be returned to that party. Additionally, upon dissolution of I-COM, any money in the possession of I-COM or its Board of Directors after payment of all costs, expenses and charges validly incurred under this agreement shall be returned to the parties to this agreement in proportion to their contribution during the fiscal year of dissolution.

Any party to this agreement which withdraws from the agreement as provided in paragraph 3 of this agreement or services of I-COM are terminated as provided in paragraph 8 of this agreement shall have no right to any portion of the assets by virtue of any participation in this Inter-local Agreement prior to the time of withdrawal or termination. If, however, a withdrawn member subsequent to the time of withdrawal or termination of services, but prior to the dissolution of I-COM, again becomes a participating member, it shall be entitled to a proportional share of the assets of I-COM in the manner as any other active participating agency.

7. Budget and Manner of Financing

A. Budget

- (1) The I-COM Board of Directors shall establish an annual budget showing a breakdown of revenues for operations and expenses from January 1 through December 31 of each year.
- (2) The budget as adopted by the I-COM Board of Directors and each agency's share thereof shall be distributed to each agency by August 1 of the year preceding the budget year.
- (3) The total proposed annual budget may not exceed the previous years adopted budget by more than 10 percent without approval by two-thirds of the Board of Directors.

B. Manner of Financing

- (1) Financing of initial planning up to the date of activation of the central emergency services communications center will be provided primarily by the Whidbey and Camano Emergency Communications Districts utilizing the existing 50 cent telephone line charge. Grants may be sought to meet equipment needs. Signators to this agreement will provide direct funding only to the extent agreed to by the signator.

- (2) Following activation of the Central Emergency Services Communications Center, financing will be as follows: The parties will finance the budget, with each party paying a proportion of the whole, minus that revenue provided by the Emergency Communication Districts. Funds provided to I-COM by the parties to this agreement shall be maintained as a separate fund in the Island County Treasury and designated "Operating Fund of the Island County Emergency Services Communications Center." These funds, pursuant to RCW 43.09.285, will be subject to the same audit and fiscal control as other accounts by the Island County Treasury.
- (3) For the initial year of operation, the parties will make the following contributions to I-COM. See attachment A and attachment B for proposed budget.
- (4) Succeeding Years. For the second year of operations, the proportionate share that each party shall pay of the annual budget shall be based upon the percentage of dispatch events of that agency for the period of January 1 of the initial year through June 30 of the initial year, as computed by the director of I-COM from I-COM dispatch events records.
- See  
RCW 43.09.285  
under ✓*

For the third year of operation, the proportionate share that each party shall pay of the annual budget shall be based upon the percentage of dispatch events of that agency for the period of January 1 of the initial year through June 30 of the second year as computed by the director of I-COM from I-COM dispatch events records.

For the fourth year of operation, the proportionate share that each party shall pay of the annual budget shall be based upon the percentage of dispatch events of that agency for the period of January 1 of the initial year through June 30 of the third year, as computed by the director of I-COM from I-COM dispatch events records.

For the fifth year of operation and each succeeding year, the proportionate share that each party shall pay of the annual budget shall be based upon the percentage of dispatch events of that agency for the 3-year period prior to June 30 of the prior year, as computed by the director of I-COM from I-COM dispatch records. Whidbey and Camano Emergency Communications Districts shall obligate all funds not required to directly support District functions to the I-COM budget.

8. Billing and Payments.

Each party to the agreement shall be billed quarterly in advance for its assigned payments. If a party fails to transmit to the Board of Directors its assigned payments within ten (10) days prior to the beginning

REVISION TO SECTION #4:

- (4) Succeeding years. For the second year of operations, providing dispatch events records are available for at least a 5-month period, the proportionate share that each party shall pay of the annual budget shall be based upon the percentage of dispatch events of that agency for the period of January 1 of the initial year through June 30 of the initial year, as computed by the director of I-COM from I-COM dispatch events; I-COM dispatch events records; if these records are not available for at least a 5 month period contributions will continue as provided in Attachment A and Attachment B.

REVISION approved 1/11/93



of each calendar quarter (January 1, April 1, July 1, October 1), then the Director shall immediately cause to be sent to the nonpaying agency a notice of proposed termination of services, which notice shall give the non-paying party to this agreement ten (10) days in which to pay all past due arrearages. If such past due arrearages are not then paid in full, the Board of Directors shall have the authority to terminate all services to such party and all participation of such party in the functions of I-COM. Such nonpaying party is still responsible for payment of its proportionate share of the annual budgets.

9. Liability/Contribution/Insurance

A. The parties to this agreement will contribute their pro rata share based upon the funding formula set out in paragraph 7 (b)(1) and (2) for the applicable year in payment of any award of damages and/or the costs of legal defense in any legal or equitable action brought against I-COM, its Board of Directors, or I-COM employees, based upon alleged wrongful acts or omissions or negligence in performance of the services provided for in this agreement. The parties may mutually agree to settle a claim and pay sums of money or agree to other relief prior to or after judgement is rendered. Any insurance policies described in subparagraph (b) below will be subtracted from the total amount due before calculation of the equal portions to be paid by each party.

B. Insurance

- (1) In addition, I-COM will secure and maintain insurance for comprehensive general liability, including errors and omissions insurance, insuring the Board of Directors, its individual members, and I-COM employees in the amount of not less than \$1,000,000. combined single limit.
- (2) Insurance policies obtained by I-COM shall name the parties to this agreement as additional insureds.
- (3) Copies of the insurance policies and declaration page(s) shall be delivered within 120 days of the date I-COM is activated to the parties to this agreement. All renewed or replacement policies shall be delivered to the parties to this agreement within 30 days of issuance.

10. Execution of Agreement Each party to this agreement may bind itself with all other parties to this agreement to form I-COM by signing duplicate originals of this agreement and submitting such signed duplicate originals to I-COM. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement,

but that there will be several duplicate originals signed by 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.

11. Filing As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force with the city clerks of the participating cities, the County Auditor, and the Secretary of State of the State of Washington, and, if found to be necessary, with the State Office of Community Affairs, as provided by RCW 39.34.120.

THIS AGREEMENT entered into by the following parties:

BOARD OF ISLAND COUNTY  
COMMISSIONERS

Dwain A. Colby  
DWAIN A. COLBY, Chairman

William L. McDowell  
WILLIAM L. MCDOWELL, Member

J. Michael Shelton  
J. MICHAEL SHELTON, Member

ATTEST:

ART HYLAND, Island County  
Auditor and Ex Officio  
Clerk of the Board

BOARD OF COMMISSIONERS OF  
THE WHIDBEY EMERGENCY  
COMMUNICATION DISTRICT

BOARD OF COMMISSIONERS OF THE  
CAMANO EMERGENCY COMMUNICATION  
DISTRICT

Dwain A. Colby 12-28-92  
DWAIN A. COLBY, Chairman

Gordon H. Koetje 12-28-92  
GORDON H. KOETJE, Member

C. R. Caldwell 12-28-92  
C. R. CALDWELL, Member

Dwain A. Colby 12-28-92  
DWAIN A. COLBY, Chairman

Gordon H. Koetje 12-28-92  
GORDON H. KOETJE, Member

C. R. Caldwell 12-28-92  
C. R. CALDWELL, Member

W. G. Norton  
W. G. NORTON, Sheriff

DATE 12-8-92

CITY OF OAK HARBOR

Al Koetje  
AL KOETJE, Mayor

Tom Miller  
TOM MILLER, Police Chief

Mark Soptich  
MARK SOPTICH, Fire Chief

DATE 12-22-92

TOWN OF COUPEVILLE:

Bob Lappin  
BOB LAPPIN, Mayor

Kenneth A. White  
KENNETH WHITE, POLICE CHIEF

DATE February 11, 1993

CITY OF LANGLEY:

Vickie Lash  
VICKIE LASH, Mayor

Robert Herzberg  
ROBERT HERZBERG, Police Chief

Don Lash  
DON LASH, Fire Chief

DATE 1-7-93

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO 1:

Mel Bloom

Stephen C. Lusk

Albert Sandberg

DATE 12-24-92

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO. 2:

Kenneth Buehler

Paul Krout

Don K. Johnson

DATE 02-16-93

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO. 3:

Robert E. McDevity

Gary Habelcin

Ken McMiller

DATE 1-12-93

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO. 4

Thomas M. Jyles  
George D. Wyse  
Inga Bact  
DATE 12-24-92

WHIDBEY GENERAL HOSPITAL

Robert L. Zylstra  
ROBERT ZYLSTRA  
DATE 1/14/93

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO. 5

Paul Messner  
Cheryl Engle  
David Phil  
DATE 2-4-93

BOARD OF COMMISSIONERS OF  
FIRE PROTECTION DIST. NO. 6.

John L. Hammer  
Rebel Moo  
Norm McConnaughey  
DATE 12-24-92

ATTACHMENT "A"

ICOM PROJECTED USERS FEE/ROUGH DRAFT

AGENCY	APPROX. CALLS/1991	FACTOR	GROSS YEARLY FEE	FEE IF SUP. BY LINE CHG.
ICSO	12000	.4490	\$338,708.00	\$263,138.00
OHPD	8700	.3248	245,341.00	190,755.00
CPD	400	.0149	11,254.00	8,751.00
LPD	300	.0112	8,460.00	6,578.00
HOSP. AMB.	2500	.0933	70,475.00	54,800.00
FIRE #1,4 & 6	925	.0345	26,059.00	20,289.00
#2	400	.0149	11,254.00	8,751.00
#3	525	.0197	14,880.00	11,571.00
#5	150	.0056	4,230.00	3,289.00
OHPD	800	.0298	22,509.00	17,503.00
LFD	80	.0029	2,190.00	1,703.00
<b>TOTALS</b>	<b>26780</b>		<b>\$755,363.00</b>	<b>\$587,128.00</b>

note #1: The "Factor" is each agency's percentage of the total number of calls.

note #2: The yearly fee was determined by multiplying the factor times the gross yearly budget.

note #3: If the E911 \$0.50 line fees which are estimated to be about \$135,000.00, were used exclusively to supplement the operations budget, then each member's yearly fee would be reduced as shown.

ATTACHMENT "B"

ICOM PROJECTED OPERATING BUDGET 1994

52880: Communications Services

110: Salaries & Wages	453,000.00
111: Overtime	37,000.00
120: Medical Tax (1.45%)	6,568.00
121: PERS Expenditure (7.5%)	36,240.00
123: FICA Expenditure (7.65%)	33,975.00
124: Industrial Insurance	2,550.00
125: Unemployment Compensation (.5%)	2,265.00
126: Medical Coverage	63,000.00

**\*\*Total\*\* 110-126 Salaries/Wages & Benefits** 597,598.00

131: Office & Operating Supplies	5,000.00
141: Professional Services	17,165.00
142: Communications	37,100.00
143: Travel	5,000.00
145: Operating Rentals & Leases	50,000.00
144: Advertising	500.00
148: Repairs & Maintenance	22,000.00
149: Miscellaneous	16,000.00

**\*\*Total\*\* 131-149 Maintenance & Operations** 152,766.00

164: Machinery & Equipment	2,500.00
166: Capitaled Rentals & Leases	2,500.00

**\*\*Total\*\* 161-169 Capital Outlay** 5,000.00

**\*\*Total 110-169\*\* ICOM Budget** 755,363.00

(Numbers based on 15 total personnel)

(form icom.b)