



1995 INTERGOVERNMENTAL AGREEMENT

CAPCOM is a County Department, however it was formed through an Intergovernmental Agreement with the 26 Public Safety agencies under the signatures of the jurisdictions that they are formed under. The following is the Intergovernmental Agreement:

1995 INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES

THIS AGREEMENT, made and entered into by and among THURSTON COUNTY, the CITY OF OLYMPIA, the CITY OF LACEY, the CITY OF TUMWATER, the CITY OF YELM, the CITY OF TENINO, the TOWN OF RAINIER, the TOWN OF BUCODA, and THURSTON COUNTY FIRE PROTECTION DISTRICTS who are signatories to the Agreement.

WHEREAS, the parties and the residents of Thurston County would benefit both in terms of efficiency and economy from a consolidated communications system providing service to Thurston County and the cities and fire protection districts within Thurston County; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the parties to agree to the joint provision of communication services; and

WHEREAS, it would be more efficient to provide said consolidated communication services through an existing governmental structure rather than creating a new entity for the sole purpose of providing communication services; and

WHEREAS, Thurston County is an existing governmental structure encompassing the entire geographic, economic and population region to be served and has established a Department of Communications with the capability of providing consolidated communication services to the parties.

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** It is the purpose of this Agreement to provide consolidated communications services for the parties hereby benefiting them in terms of efficiency and economy.
 2. **Definitions.** As used in this Agreement the words and phrases in this section shall have the meanings indicated unless the context clearly requires otherwise.
 - a. "Assessments" shall be costs for services to member agencies that are over and above projected revenues from sales and use taxes, 9-1-1 taxes, grants, and contracts
 - b. "Communication services" shall include 24 hour dispatch for law enforcement, fire services and Medic One, or any communication service recommended by the Operations Board and approved by the Administration Board.
 - c. "County" shall mean Thurston County.
 - d. "Department" shall mean the Thurston County Department of Communications.
 - e. "Fees" shall be billed costs for services provided to member and non-member agencies that include such things as rental of equipment. Fees are separate from and may be in addition to member agency assessments.
 - f. "Funding Formula" shall describe how member agencies are assessed within each specific service (i.e. law enforcement, fire service and Medic One).
 - g. "Member Agencies" are the following agencies or parties to this Agreement that receive communication services:
 - (1) Law enforcement member agencies
 - Thurston County Sheriffs Office
 - Lacey Police Department
 - Olympia Police Department
 - Rainier Police Department
 - Tenino Police Department
 - Tumwater Police Department
 - Yelm Police Department
 - (2) Fire service member agencies
 - Bucoda Fire Department
 - Olympia Fire Department
 - Tenino Fire Department
 - Tumwater Fire Department
- All Fire Protection Districts which are parties to this Agreement

Medic One

h. "Non-Member Agency" shall be any entity which is not a member agency.

i. "Service Specific" shall relate to projects that address the needs of only law enforcement, only fire service, only Medic One, or only fire service/Medic One.

3. Provision of Communications Services.

a. The County through the Department of Communications shall be responsible for providing communications services pursuant to this Agreement. The Department shall be operated as a county department except as provided otherwise in this Agreement.

b. The Department, through the Administration Board, may contract with non-member agencies to provide communications services. These agencies shall pay rates for these services as established by the Administration Board.

c. The Department, through the Administration Board, may contract with member agencies to provide communications services other than dispatch services. These agencies shall pay rates for these services as established by the Administration Board.

4. Personnel.

a. All personnel shall be employees of the County and subject to the County Code and any and all rules and regulations regarding County employees, except as these may be modified by collective bargaining agreements, this Agreement or the Board of County Commissioners on behalf of the CAPCOM Boards. The Board of County Commissioners shall be responsible for collective bargaining and final contract ratification.

b. Collective bargaining shall be accomplished through a negotiating team made up of two (2) Administration Board representatives and two (2) Operations Board representatives and a chief negotiator. The team shall interact with the Board of County Commissioners either directly or through the chief negotiator throughout the negotiations.

5. Administration Board.

a. There is hereby established an Administration Board consisting of the following eight members or their designees:

(1) One member of the Board of County Commissioners of Thurston County.

(2) The Mayor or city councilmember of Olympia.

(3) The Mayor or city councilmember of Lacey.

(4) The Mayor or city councilmember of Tumwater.

(5) The Thurston County Sheriff.

(6) One Mayor or city councilmember representing the Cities of Yelm and Tenino, and the Towns of Rainier and Bucoda.

(7) One Fire Protection District #3 Commissioner.

(8) One Fire Protection District Commissioner of a party to this Agreement to be selected by the Fire Commissioner's Association.

b. The responsibilities of the Administration Board shall be as follows:

- (1) Budget approval and submission to the Board of County Commissioners for incorporation into the County budget.
- (2) Approval or disapproval of acquisition of new equipment recommended by the Operations Board.
- (3) Establishment of policies for expenditures of budgeted items for the Department.
- (4) Employment and/or termination and setting salaries for the Director and Deputy Director after considering the recommendations of the Operations Board.
- (5) Reviewing and/or changing the funding formula as necessary to assure fair and equitable funding of the Department.
- (6) Approval of training, out-of-state travel, room rates and meal rates.
- (7) Establishing appropriate probationary periods for all employees of the Department.

c. Any action by the Administration Board requires at least five members present and a majority vote of those present, except as provided in Section 13.

6. Operations Board.

a. There is hereby established an Operations Board under authority of the Administration Board consisting of the following ten (10) members or their designees:

- (1) The Thurston County Sheriff.
- (2) The Chief of Police of Olympia.
- (3) The Chief of Police of Lacey.
- (4) The Chief of Police of Tumwater.
- (5) One chief law enforcement officer representing the Cities of Yelm and Tenino and the Town of Rainier.
- (6) The Fire Chief of Olympia.
- (7) The Fire Chief of Tumwater.
- (8) The Fire Chief of District #3.
- (9) One representative of the Fire Chief's Association who is a fire chief, employee, or volunteer of a fire protection district which is a party to this Agreement to be selected by said Association.
- (10) The Emergency Medical Services Administrator (Medic One).

b. The responsibilities of the Operations Board shall be as follows:

- (1) Develop operational priorities, policies and procedures.
- (2) Supervise the Director, through the Chair of the Board, to include an annual performance appraisal.

(3) Review requests for additional communications services and determine if such services should be provided. If approved by a majority of the Operations Board, provide the Administration Board with the recommendation and cost for the additional services.

c. The Operations Board 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 solely for the purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 RCW. The law enforcement agency members of the Operations Board shall establish any necessary rules and regulations governing access to, security for, and operation of the data communications network and any Criminal Justice Records Information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 10.97 RCW.

d. The chair shall have the authority to appoint two standing sub-committees, one representing law enforcement interests and the other fire service interests for the purpose of recommending to the full Operations Board on items of interest to their particular group.

e. Any action by the Operations Board requires at least six members present and a majority vote of those present.

7. Director. There shall be a Director of the Department appointed by the Administration Board from a list of candidates recommended by the Operations Board. The Director shall be selected upon the basis of administrative and technical competence. The Director shall be responsible for administration, budget, personnel, dispatching, records, communications, security, and other Communications Center functions in conformance with the policies of the Administration and Operations Boards. The Director shall prepare and present a proposed budget to the Budget Committee in accordance with the County and City budget timetables. The Director shall have authority to employ, supervise and terminate all personnel subject to County and departmental procedures and policies set forth by the Administration and Operations Boards and Thurston County.

8. Federal Communications Commission Licenses. The Department of Communications shall be responsible for reviewing, renewing, and updating CAPCOM's and all law enforcement member agencies Federal Communications Commission licenses. The Department of Communications will assist fire service member agencies in reviewing, renewing and updating their FCC licenses as requested. 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.

9. Technical Expertise. The Department may provide to the Administration or Operations Board or any party to this Agreement any technical expertise as may be required for proper operation of the systems and for procurement of their communication equipment.

10. Equipment. Each party shall be responsible for purchasing, maintaining and repairing its own mobile and portable radio equipment, and retains all rights to such equipment.

All assets purchased by the Department will be held in the name of Thurston County for the benefit of the parties.

11. Dissolution. This Agreement may be dissolved by agreement of 2/3 of the law enforcement parties plus 2/3 of the fire service parties. As an example, the City of Olympia would have one vote as a law enforcement party and one vote as a fire service party. Upon dissolution of this Agreement, assets owned by the Department at the time of dissolution of the Agreement may be purchased by a party to this Agreement at a value as determined by the Administration Board. Property not sold

in the foregoing manner shall be disposed of in the same manner as County property: PROVIDED, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant. If no grant or legal provisions govern disposition of the proceeds, then such proceeds shall be divided among the parties based upon each party's proportionate share of contribution as determined by the funding formula in effect at the time of dissolution.

12. Budget

a. A Budget Committee will be appointed each year, consisting of three (3) representatives from the Operations Board and three (3) representatives from the Administration Board. One Administration Board representative shall be the

Board of County Commissioners' member unless said member decides not to participate. This committee will review and recommend a budget to a joint meeting of the Operations and Administration Boards for review and action.

b. The Administration Board shall adopt a preliminary budget, and forward a copy of that budget in a timely manner to each party and member agency. Every effort will be made to provide this budget to parties and member agencies during their budget development period.

c. The budget process will include a process for public participation prior to adoption. The Administration Board will take comments on the preliminary budget prior to adopting a final budget. The final budget, so adopted, shall be submitted to the County and shall be incorporated into the County budget. Each party and member agency will be sent a copy of the final budget.

d. Each party shall pay its share of the budget to the Department in equal installments payable within 10-days from the beginning of the quarter.

13. Funding. (as amended 3/01/03)

a. Funding for the Department is provided through sales and use taxes (1/10th of 1% for Emergency Communications passed by voters in September 2002), 9-1-1 taxes, grants, contracts, member agency and non-member agency service fees. An additional funding source available is member agency assessments, that are assessed only if approved as defined in Section "b" below. Member agency assessments are determined as provided in Attachment A.

b. Member Agency Assessments

- (1) Prior to approving member agency assessments, all parties and member agencies shall be provided copies of the proposal in writing at least 30 days prior to the Administration Board meeting at which the proposal is to be considered, sent by "certified mail, return receipt requested" and given an opportunity to submit comments.
- (2) If the vote by the Administration Board to approve proposed member agency assessments is not unanimous, the Chair shall send a notification by "certified mail, return receipt requested" to each member agency's elected body. The notification will outline the proposal and request the member agency's elected body to either approve or reject the proposal. A response must be received within 30 days and a two-thirds (2/3) affirmative vote of all member agencies required to approve the assessment. If two-thirds (2/3) of all member agencies do not respond, or do not

- approve the proposal within 30 days, the current assessment will remain in effect.
- (3) For service specific projects, the same process outlined in b (1) and (2) shall be used. Only the agencies included in the service specific project shall vote on the assessment.
- c. The funding formula to member agencies (Attachment A) may be amended to assure fair and equitable funding of the system by all parties and member agencies as follows:
- (1) The Administration Board may amend the funding formula by a unanimous vote of all eight members. Prior to approving a proposed amendment to the funding formula all parties and member agencies shall be provided with copies of the proposal in writing, at least 30 days prior to the Administration Board meeting, sent by "certified mail, return receipt requested" and be given an opportunity to submit comments.
- (2) If the vote by the Administration Board to approve proposed changes to the funding formula is not unanimous, the Chair shall send a notification by "certified mail, return receipt requested" to each member agency's elected body. The notification will outline the proposal and request the member agency's elected body to either approve or reject the proposal. A response must be received within 30 days and a two-thirds (2/3) affirmative vote of all member agencies is required to approve the change to the funding formula. If two-thirds (2/3) of all member agencies do not approve the change to the funding formula within 30 day period, the existing funding formula will remain in effect.
- (3) Any change to the funding formula will be effective on January 1 and must be approved prior to March 1 of the previous year, or at the time of receipt of all party's signatures when amendments are approved after March 1 of the previous year.
- d. Beginning in 2003, if in any year revenues from sales and use taxes, 9-1-1 taxes, and contracts, exceed expenditures for budgeted items and funds placed in reserve, the Administration Board shall refund all or part of member agency assessments paid after January 1, 2003.
- e. An operating reserve shall be created with a goal of an amount equal to 16.6% (2 months) of the department's operations budget .
- f. There shall be an equipment replacement fund created for all newly purchased equipment valued at \$5,000 or higher (excluding major projects , i.e. phone system, Computer Aided Dispatch system, Microwave system etc.) beginning in 2004, and based on the projected useful life of said equipment.

14. Admission of New Parties. Additional parties may be added to this Agreement upon such terms and conditions as determined by the Administration Board. The admission of such additional parties shall be by written addendum to this Agreement, signed by the Chair of the Administration Board and the new party.

15. Amendments.

a. Amendments to this Agreement may be made by written agreement of all parties hereto.

b. Amendments to Sections 2, 3(b) and (c), 4(a), 7, 8, 9, 12 and 14 of this Agreement may also be made as follows:

- (1) The Administrative Board may make amendments by a unanimous

vote of all eight members. Prior to taking action on a proposed amendment all parties and member agencies shall be provided with copies of the proposal 30 days in advance, and be given an opportunity to submit comments.

(2) If a vote is not unanimous the Administration Board may hold a hearing on the proposal. After the hearing the proposal may be approved by agreement of 2/3 of all law enforcement parties and 2/3 of all fire service parties. As an example, the City of Tumwater would have one vote as a law enforcement party and one vote as a fire service party.

16. Arbitration. Any controversy between the parties in regard to the application or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

17. Insurance. Thurston County will include the Department, and to the extent possible the Administration Board and the Operations Board in its general liability program. Any liability outside of or beyond this coverage will be an obligation of the parties.

18. Termination of Other Communication Agreements. Upon the effective date of this Agreement, all contracts for communication services between Thurston County and any of the parties to this Agreement shall terminate.

19. Duration of Agreement. This Agreement shall be for a minimum term of one year commencing January 1, 1995 and ending December 31, 1995 and, unless terminated or modified, it shall continue in effect for subsequent terms of one year: PROVIDED, any party may withdraw from this Agreement by giving written notice to all parties and the Administration and Operations Boards prior to June 1 of the then current term of its intent to withdraw at the close of such term. A withdrawing party shall remain liable for any damages incurred by the Department outside of or beyond the County's general liability coverage which occurred during the time the withdrawing party was a party. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party. PROVIDED FURTHER, that failure of any party to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any party adversely affected by such breach upon giving 30 days written notice of intent to withdraw all parties and the Administration and Operations

Boards.

NOTE: EACH PARTY WILL SIGN A SEPARATE SIGNATURE PAGE.

ATTACHMENT "A" TO

1995 INTERGOVERNMENTAL AGREEMENT As amended 3/01/03

FOR COMMUNICATIONS SERVICES

FUNDING FORMULA

This formula is to be utilized to determine member agency assessments as approved by the Thurston County Department of Communications Administration Board. Approved member agency assessments are determined by applying this formula after

deducting the projected revenues from the sales and use taxes, 9-1-1 taxes, grants, contracts member agency and non-member agency service fees from the total budget.

Definition: "Call(s) for Service," herein referred to as "CFS" shall refer to an event that occurs within a specific jurisdiction that is tracked by the Department through manual or automated means.

I. Base Formula. Member agency assessments shall be determined as follows: The basic formula apportionment between law enforcement and fire service agencies is based upon the number of "Service Specific" dispatch positions in the center for law enforcement compared to fire service, and any service specific recurring costs

Base Formula Calculation:

Year	Law Enforcement	Fire/Medic One EMS
2000	77%	23%
2001	72.5%	27.5%
2002	68.0%	32.0%
2003	63.5%	36.5%* (Addition of 1/10 th of 1% sales and use tax for emergency communications as a major funding source)
2004 & Beyond	59.0%	41.0%

Any "Service Specific", non-recurring service costs will be the responsibility of the service that benefits from that project. Non-recurring projects will not affect the base formula calculation. The funding formula within the service affected shall be used to determine agency costs.

All "Common Support Function" costs, made up of the following: personnel, including Administration, Supervisor, Technical, and Call Receivers; as well as Maintenance and Operations costs, will be apportioned between law enforcement and fire/EMS services agencies utilizing the base formula above. These common costs will be added to the service specific costs for the total costs to law enforcement and fire/EMS.

A ##. Law Enforcement Funding. Law enforcement costs shall be 59% of the total base member agency assessments. Law enforcement costs are determined by using calls for service (CFS) and population.

1. Determine the percentage of Tac 1 CFS and Tac 2 CFS to the overall total law enforcement CFS. These percentages are then applied to the total law enforcement contribution to obtain a Tac 1 share and a Tac 2 share.

2. Calculate each agency's percentage of population to the total population within their respective radio group (Tac 1 group, Tac 2 group) to determine their member agency assessment from the total shares in #1 above.

B. Fire/EMS Funding. Fire/EMS costs shall be 41% of the total base member agency assessments.

1. Fire Funding. Fire service agency costs are currently set at 33% of the total fire/EMS member agency assessments, and are allocated to agencies by using the total number of fire calls for service averaged over a 5 year period.

2. Medic One Funding. Medic One costs are currently 66% of the total fire/EMS member agency assessments.

Amendments to Attachment A

1) Note: Section I.B.1. fire funding averaging increased from 3 years to 5 years as amended by the 1997 Administration Board

2) Note: Section I. Base formula was amended on 2/29/00 by the 2000 Administration Board

This changed the base formula over a 4 year period from the year 2000, (77% LE and 23% Fire EMS) to the year 2004, (59% LE and 41% Fire/EMS) in equal adjustments.

3) Note: Various sections amended on 3/01/03 by the 2003 Administration Board

Those amendments reflected language and philosophies formalized in the IGA under Section 2 Definitions, Section 12 Budget, and Section 13 Funding.

[BACK TO CAPCOM MAIN PAGE](#)

[THURSTON COUNTY MAIN PAGE](#)

[COPYRIGHT/DISCLAIMER](#)
