

RESOLUTION NO.17-1169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EMERGENCY DISPATCH SERVICES WITH VALLEY COMMUNICATIONS

WHEREAS, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

WHEREAS, currently the City of Black Diamond Police Department contracts with Valley Communications for Dispatch Services and the City wishes to continue that service; and


WHEREAS, the Parties hereto now desire to enter into this Agreement for the purpose of establishing updated terms and conditions under which Valley Com will provide dispatching services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an interlocal agreement with Valley Communications for Emergency Dispatch Services.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4<sup>th</sup> DAY OF MAY, 2017.

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## **INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES**

This **INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES** ("Agreement") is entered into between the **VALLEY COMMUNICATIONS CENTER**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("Valley Com"), and **BLACK DIAMOND POLICE DEPARTMENT**, a Washington municipal corporation ("Subscribing Agency" and together with Valley Com, the "Parties" and each a "Party").

### **RECITALS**

**WHEREAS**, Valley Com was formed pursuant to the Valley Communications Center Interlocal Agreement, as amended and restated on April 17, 2000, as it may be further amended from time to time (the "Valley Com Interlocal Agreement"), as a governmental administrative agency pursuant to chapter 39.34 RCW for the purpose of providing police, fire and medical aid service communication services in south King County and surrounding regions; and

**WHEREAS**, under the Valley Com Interlocal Agreement, Valley Com is authorized to provide emergency dispatch services to its Member Cities (as defined in the Valley Com Interlocal Agreement) and other municipal corporations that exist within the logical, physical service area of Valley Com and that are in need of emergency service communications; and

**WHEREAS**, the Subscribing Agency is in need of emergency dispatch services; and

**WHEREAS**, the Parties hereto now desire to enter into this Agreement for the purpose of establishing the terms and conditions under which Valley Com will provide dispatching services to the Subscribing Agency;

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the premises, terms and conditions set forth below, it is agreed by and between the Parties as follows:

### **AGREEMENT**

1. **EFFECTIVE DATE**. This Agreement shall become effective on **June 1, 2017**, and shall be automatically renewed on January 1st of each year thereafter for a period of 15 years unless otherwise terminated pursuant to the provisions of this Agreement.
2. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Valley Com Interlocal Agreement.

"ACCESS" means "A Central Computerized Enforcement Service System", the data system supporting all law enforcement agencies within the State of Washington and is owned and operated by the Washington State Patrol.

“Calls for Service” means any request for service resulting in the dispatch of an officer(s) as well as any officer initiated activity requiring interaction with Valley Com, as outlined in Valley Communications Center Standard Operating Procedures.

“E911 Agreement” has the meaning set forth in Section 13 of this Agreement.

“Fee Schedule” means the fee schedule for services provided by Valley Com, as it may be amended, revised, and replaced from time to time.

“Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.

“Subscribing Agency” means the public-safety agency receiving services from Valley Com under the terms of this Agreement, as described in the first paragraph of this Agreement.

“Valley Communications Center Standard Operating Procedures” means the list of approved and signed procedures enacted by Valley Com, as it may be amended, modified and/or restated from time to time.

“Valley Com” means the Valley Communication Center, a governmental administrative agency formed pursuant to RCW 39.34.030(3).

“Valley Com Dispatch Center” means the Valley Com dispatch center located at 27519 108th Avenue SE, Kent, Washington 98030, and other locations and facilities used in the operation of Valley Com.

“Valley Com Interlocal Agreement” means the Valley Communications Center Interlocal Agreement effective April 17, 2000, as it may be amended, modified and/or restated from time to time.

3. **PURPOSE.** The purpose of this Agreement is to set forth the terms pursuant to which Valley Com will provide the Subscribing Agency with emergency call receiving, radio communication, dispatch and other related services. Services to be provided under the term of this Agreement shall be provided twenty-four (24) hours, seven (7) days per week, unless otherwise provided herein.

4. **VALLEY COM RESPONSIBILITIES.** During the term of this Agreement, Valley Com shall:

4.1 Receive and accept all emergency fire, police, public safety, and medical Calls for Service from within the boundaries of the Subscribing Agency or from within the boundaries of areas served by the Subscribing Agency.

4.2 Transmit police and public safety requests for service and dispatch the equipment and other resources according to the procedures established by Valley Com with input from the Subscribing Agency.

- 4.3 Maintain radio and support communications with the Subscribing Agency from the time of the initial dispatch until conclusion of the emergency and to provide additional assistance as needed.
- 4.4 Prepare and make available to the Subscribing Agency a record of all emergency Calls for Service received, calls transmitted, and vehicles and other resources dispatched.
- 4.5 Provide communication services to process requests from the Subscribing Agency for support assistance from utilities, medical services, police services, and other services to aid the Subscribing Agency.
- 4.6 Provide telephone lines and call numbers as agreed upon between the Parties consistent with this Agreement.
- 4.7 Pay the cost for telephone line service charges between Valley Com and any receiver located in the Subscribing Agency except as provided herein.
- 4.8 Provide the Subscribing Agency with a copy of the Valley Communications Center Standard Operating Procedures, including any amendments to such procedures.
- 4.9 Provide access to Valley Com's F.C.C. licensed radio system resources, subject to those constraints and restrictions established and imposed by the Valley Com Administration Board.
- 4.10 Provide information from the Washington State Patrol Law Enforcement Data Communication System.

5. **SUBSCRIBING AGENCY RESPONSIBILITIES.** During the term of this Agreement, the Subscribing Agency shall:

- 5.1 Provide and maintain written alarm response procedures, on forms acceptable to Valley Com, designating equipment and other resources to be dispatched for all alarms within the Subscribing Agency.
- 5.2 Pay fees for services under this Agreement as provided in Section 6 hereof pursuant to the Fee Schedule then in effect.
- 5.3 Pay any additional costs agreed to by the Subscribing Agency and incurred by Valley Com for providing equipment or services requested by the Subscribing Agency, and agreed to be provided by Valley Com, that benefit the Subscribing Agency.
- 5.4 Comply with and conform operational policies, practices and apparatus numbering configurations to those established by Valley Com Operations and/or Valley Com Administration Board. Apparatus renumbering will not be concluded without consultation with Valley Com.

5.5 Agree that the Valley Com Administration Board has the exclusive right to grant new requests to use Valley Com's F.C.C. licensed radio system resources for member or non-member agencies.

5.6 If applicable to the Subscribing Agencies, comply with all Criminal Justice Information Services (CJIS) policies and requirements.

6. **FEE FOR SERVICES.**

6.1 The Subscribing Agency shall pay to Valley Com, as consideration for the services provided by Valley Com under the terms of this Agreement, an annual fee in accordance with the Fee Schedule then in effect.

6.2 Valley Com may revise the Fee Schedule from time to time during the term of this Agreement. Valley Com shall give advance notice of any change to the Fee Schedule in order to allow the Subscribing Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by Valley Com and the Subscribing Agency, any new annual fees under a new Fee Schedule shall become effective on January 1 of the following year. The Subscribing Agency shall acknowledge receipt of the Fee Schedule in writing.

6.3 The Subscribing Agency shall pay Valley Com the annual fee provided for in the then-applicable Fee Schedule provided for in Section 6.1 above, in monthly installments within thirty (30) days of receipt of billing.

6.4 ACCESS user fees shall be charged pursuant to the Fee Schedule. The Subscribing Agency and Valley Com agree to comply with all terms and conditions of the agreements related to ACCESS.

6.5 The Subscribing Agency shall pay the fee for services as provided in the Fee Schedule then in effect and any additional fees as provided for in this Agreement until a new Fee Schedule is executed or additional fees are revised, in accordance with this Agreement and as applicable, despite changes in services so long as Valley Com continues to incur costs related to such services.

7. **OTHER PROGRAMS.** Valley Com is currently, and may in the future, consider other programs and services not specifically related to services described in this Agreement. This Agreement does not provide for or otherwise address such additional programs and services. It is the intent of Valley Com and the Subscribing Agency that additional programs or services shall be subject to further negotiations and agreement of the Parties.

8. **RECORDS.** Valley Com and the Subscribing Agency shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

Valley Com agrees to record and maintain records of radio and telephone communications relating to all emergency incidents as required by law, including but not limited to chapter 40.14 RCW, unless requested by the Subscribing Agency to retain any particular record for a longer time. Valley Com shall also make available a copy of any record, report or document maintained pursuant to this Agreement for the Subscribing Agency at mutually agreeable times upon request by the Subscribing Agency.

To the extent permitted by law, Valley Com shall notify the Subscribing Agency upon receipt of a request for disclosure of any record or recording maintained for calls received from within the Subscribing Agency when Valley Com reasonably determines or has actual knowledge that the record relates to an incident currently subject to ongoing criminal investigation by the Subscribing Agency.

9. **INDEMNIFICATION.** Valley Com shall indemnify and hold harmless the Subscribing Agency and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Valley Com, its agents, officers, employees or assigns, in performing any act or service pursuant to this Agreement.

The Subscribing Agency shall indemnify and hold harmless Valley Com and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the Subscribing Agency, its officers, employees, assigns or third party contractors, in performing any act or service pursuant to this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Valley Com and the Subscribing Agency, then each party's liability shall only be to the extent of its negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. This indemnification shall survive the expiration of this Agreement.

10. **INSURANCE.**

The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by the Subscribing Agency, its officers, officials, agents, representatives or employees and Valley Com, its officers, officials, agents, representatives or employees.

- 10.1 **Minimum Scope of Insurance.** Unless otherwise agreed to by the Parties, the Parties hereto shall each obtain insurance of the types described below:

- 10.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - 10.1.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.
  - 10.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 10.2. Minimum Amounts of Insurance. The Parties shall each maintain the following insurance limits:
- 10.2.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - 10.2.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - 10.2.3. Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease-Policy Limit \$1,000,000.
- 10.3. Other Insurance Provisions. The insurance policies obtained by the Parties are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
- 10.3.1. Each Party's insurance coverage shall be primary insurance as respects the other Party. Any insurance, self-insurance, or insurance pool coverage maintained by each Party shall be excess of that Party's insurance and shall not contribute with it.
  - 10.3.2. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.
  - 10.3.3. Each Party's insurance shall be endorsed acknowledging that the other Party will not waive their right to subrogation.
  - 10.3.4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provide to the other Party.

- 10.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 10.5. Verification of Coverage. Each Party shall furnish the other Party with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. If either or both Parties are members of a self-insured risk pool, an Evidence of Coverage letter may be substituted for an original certificate and amendatory endorsements.
- 10.6 If the Subscribing Agency is self-insured for any of the above insurance requirements, a certificate of self-insurance, if acceptable to Valley Com, shall constitute compliance with this section.
- 10.7 Valley Com's membership in the self-insured governmental risk pool Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 10 of this Agreement.
11. **LIMITATION OF AGREEMENT.** This Agreement is entered into for the benefit of the Parties to this Agreement only. The Agreement is not intended to confer any benefits on any other parties and therefore no other or third party shall be entitled to rely on the terms of this Agreement or anticipate receipt of any benefit as a result of the performance of this Agreement.
12. **OPERATIONAL REVIEW PROCEDURE.** It is agreed that representatives of Valley Com and the Subscribing Agency shall meet periodically, if requested by either Party, to review operational or procedural matters of the Valley Com Dispatch Center and/or the Subscribing Agency.
13. **E911 PARTICIPATION.**
- 13.1 Valley Com has entered into an agreement with King County related to participation in enhanced 911, as it may be amended and restated from time to time (the "E911 Agreement"). The Subscribing Agency and Valley Com agree to comply with all terms and conditions of the E911 Agreement.
- 13.2 Any Party initiating termination of this Agreement without cause pursuant to Section 14.1 agrees to pay all costs, if any, associated with relocating, modifying or transferring any equipment or services provided by the E911 Agreement (incurred by either Valley Com or the Subscribing Agency) as the direct result of the termination. All E911 Agreement costs to be charged against the Party initiating termination shall be itemized and justified by the other Party within six (6) months of receipt of the written notice of termination. Where termination occurs pursuant to Section 14.2 or by mutual consent, each Party shall pay its own resulting costs.



14. **TERMINATION.**

14.1 **Without Cause.** This Agreement may be terminated, without cause, prior to the date specified above in Section 1, by either Party providing the other Party sixty (60) days advance written notice of the termination.

14.2 **For Cause or Impossibility.** Either Party shall have the right to terminate this Agreement if: (1) the other Party is in material breach of any term of this Agreement; (2) the terminating Party has sent the breaching Party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and (3) the breaching Party has failed to cure the breach within thirty (30) days, unless the Parties agree in writing to a longer cure period.

This Agreement may also be terminated by either Party upon thirty (30) days advance written notice to the other Party in the event the duties, obligations or services required herein become impossible, illegal or infeasible, by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such Party. Nothing in this Section 14.2 shall limit, waive or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

15. **VALLEY COM EQUIPMENT.** All transmitters, consoles, alerting devices, call receiving equipment, and related facilities located at the Valley Com Dispatch Center and other locations and facilities used in the operation of Valley Com shall be purchased, operated, and maintained by Valley Com, except as otherwise provided herein, and Valley Com is deemed the sole owner thereof.

16. **SUBSCRIBING AGENCY EQUIPMENT.** All transmitters, consoles, alerting devices, and related facilities located in the Subscribing Agency and other locations and facilities used in the operation of the Subscribing Agency shall be purchased, operated and maintained by the Subscribing Agency as required by Valley Com in order to interconnect to Valley Com; except as otherwise provided herein, and the Subscribing Agency is deemed the sole owner thereof.

17. **RESERVATION OF OPERATIONAL RIGHTS.** Valley Com retains sole authority to determine the technical operation and equipment needs of the Valley Com systems. This is necessary to insure maintenance of Valley Com's high standards and the highest degree of compatibility and effectiveness among member/user agencies.

18. **INDEPENDENT CONTRACTOR; RIGHTS OF VALLEY COM OVER EMPLOYEES.** In providing services under this Agreement, Valley Com is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Subscribing Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability.

Valley Com retains sole authority and control over its personnel, including but not limited to the authority to set standards of performance and discipline for Valley Com employees and any other matters related to control over Valley Com personnel and performance of its employees.

19. **HIPAA AND HITECH COMPLIANCE.** The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

20. **MISCELLANEOUS.**

20.1 **Equal Opportunity.** Neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).

20.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Subscribing Agency and Valley Com under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

20.3 **Attorney's Fees.** In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under Section 9 of this Agreement.

20.4 **Written Notice.** All notices, requests, demands or other communications required by this Agreement shall be in writing and shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, provided that any notice shall be deemed delivered three (3) calendar days after the date of mailing by registered or certified mail, if not received sooner, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

20.5 **Assignment.** This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred by the Subscribing Agency without the prior consent of Valley Com. Any assignment of this Agreement by the Subscribing Agency without such prior written consent of the Valley Com shall be void.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Valley Com to any other person or entity without

the prior written consent of the Subscribing Agency, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Valley Com stated herein.

- 20.6 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both the Subscribing Agency and Valley Com.
- 20.7 Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- 20.8 Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- 20.9 Filing. A copy of this Agreement shall be filed and/or posted pursuant to the Interlocal Cooperation Act.
- 20.10 No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- 20.11 Compliance with all Laws. The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation Valley Com policies and procedures.
- 20.12 Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for emergency dispatch services. Any and all prior verbal statements made by any representative of Valley Com shall not be construed as forming a part of or altering this Agreement in any manner. This Agreement may be executed in one or more counterparts.

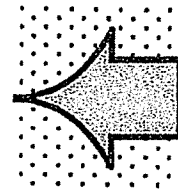
[Signature Page Follows]

DATED this 12 day of May, 2017

**VALLEY COMMUNICATIONS CENTER**

27519 108<sup>th</sup> Avenue S.E.  
Kent, Washington 98030

**BLACK DIAMOND  
POLICE DEPARTMENT**  
PO Box 309  
Black Diamond, Washington 98010



By: *Lora Tuland*  
EXECUTIVE DIRECTOR

By: *Cecil Benson*  
AUTHORIZED REPRESENTATIVE