

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Craig Warner

Department: Financial Services

Requested Agenda Date: 07/05/2022

Presenting: _____

Document Title:

<small>Board of County Commissioners Record Assigned</small> BOCC Agreement # 190 - 2022 Yakima County, WA

APPROVED FOR AGENDA: <input type="checkbox"/> Consent <input type="checkbox"/> Regular <small>Board of County Commissioners Determined</small>

In the Matter of Approving a 911 Support Services Agreement Between the City of Yakima and Yakima County

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION <input checked="" type="checkbox"/> EXECUTE or AMEND AGREEMENT CONTRACT or GRANT <input type="checkbox"/> ISSUE PROCLAMATION <input type="checkbox"/> PASS ORDINANCE <input type="checkbox"/> OTHER _____
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Describe Fiscal Impact:

The fiscal impact of this agreement is determined annually during the Suncom budget process with the Suncom Executive Board. However, at no time is the County obligated to provide additional funding for 911 emergency services beyond the annual revenue collections or the 911 emergency reserves held in the 911 fund.

Background Information:

Yakima County and the City of Yakima have contracted for 911 services for many years. This agreement extends this agreement for an additional five years beginning on January 1, 2023 and ending on December 31, 2027.

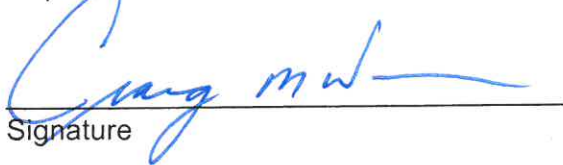
Summary & Recommendation:

Recommendation is to approve the agreement with the City of Yakima for 911 services as presented.

Motion:

Approval of the agreement.

Department Head/ Elected Official


 Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

D.D.C.

<small>Late Agenda Requests Require BOCC Chairman Signature:</small> _____

911 SUPPORT SERVICES AGREEMENT

THIS 911 SUPPORT SERVICES AGREEMENT, hereafter the "Agreement," is made and entered into by and between the CITY OF YAKIMA, a municipal corporation, hereafter the "City," and YAKIMA COUNTY, a municipal corporation, hereafter "County" pursuant to RCW 39.34 et.seq.

WHEREAS, and pursuant to RCW 82.14B and YCC Chapter 3.36, the County collects telephone access line excise taxes for the purpose of funding and providing a 911 emergency service communication system; and

WHEREAS, local government entities in Yakima County, Washington have entered into an inter-local agreement with Yakima County entitled "Yakima Intergovernmental 911 Agreement" for provision of 911 emergency communications services on a county-wide basis to participating members which creates a Public Safety Answering Point providing service to participating members provided by Yakima County; and.

WHEREAS, the City is willing to provide the County with the necessary support services to efficiently and economically operate said 911 emergency service communication system in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Yakima County 911 Administrative Board desires that the County contract with the City for 911 support services in accordance with the terms and conditions of this Agreement.

WHEREAS, the Yakima County 911 Administrative Board adopts policies particular to 911 services; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the County as follows:

1. **Scope of Services.** The City shall manage necessary support services to efficiently and economically operate the 911 emergency services communication system within Yakima County. Said 911 support services shall include but are not limited to the following: administration, supervision, personnel, equipment, and materials necessary to fulfill Yakima County's obligation to provide such services as required under the Yakima County Intergovernmental 911 Agreement as it now exists, or is hereafter amended and/or superseded.
2. **Term.** The term of this Agreement shall commence upon January 1, 2023 and shall terminate at midnight, December 31, 2027, unless terminated at an earlier date by either party in accordance with Section 16 of this Agreement. This Agreement shall automatically renew at terms of one year for four consecutive additional terms, unless otherwise terminated or amended pursuant to this Agreement.

3. **Annual Budget.** The City shall prepare in conjunction with the Yakima County 911 Administrative Board a budget for each year of this Agreement. The budget shall reflect the City's estimated, anticipated, and projected administration, operating, labor, capitol, and self-insurance costs and expenditures necessary to provide 911 support services required hereunder. The City shall expend the funds received hereunder in accordance with the subsequent annual budget shall be approved by the Yakima County 911 Administrative Board under the Yakima County Intergovernmental 911 Agreement.
4. **Consideration.** In consideration of the City's providing 911 support services, the County agrees to provide the City with an annual amount equal to the annual 911 support services agreed-upon budget for each respective year of this Agreement. Payment shall be made to the City on a monthly basis. Each monthly payment shall be one-twelfth (1/12) of the City agreed-upon annual 911 support services budget. Monthly payments are due and payable to the City on the fifteenth day of each month during the term of this Agreement.

The County shall remit to the City of Yakima all reimbursement received from that Washington State Military Department and Emergency Management Division under the current and future E911 County Coordinator Professional Development Agreements (CCPDA). The remittance shall be included in the monthly payment payable to the city.

The City shall deposit 911 support service payments and E911 CCPDA receipts from the County into a dedicated fund for emergency communication services. The city may retain a reserve of not more than one-twelfth (1/12) of the annual budget funded under this agreement. Any excess amounts over this reserve value must be returned to the County to be deposited into the County 911 emergency services communications system reserve fund. Said reserve funds held by the City and County shall be available to fund 911 emergency services communications issues if necessary and upon request, in writing, by the City, pursuant to section 6, herein.

The County shall make the payments required hereunder from the telephone access line excise taxes collected by the County pursuant to RCW 82.14B and YCC Chapter 3.36 during the term of this Agreement; provided, however, to the extent such taxes collected during a contractual year exceed the annual 911 support services budget for that year, the County shall place the excess amount in reserve fund dedicated to the 911 emergency services communications system.

5. **Use of Telephone Access Line Excise Taxes.** In accordance with RCW 82.14B.050 and YCC 3.36.040, the City shall use all telephone access line excise taxes that it receives from the County for the 911 support services required hereunder.
6. **Unanticipated Costs or Expenditures.** In the event of unanticipated and unbudgeted 911 support services costs or expenditures, the City shall request that the Yakima County 911 Administrative Board approve payment of such costs/expenditures from the County's 911 emergency services communication system reserve fund. Within twenty (20) days of such approval by the Yakima

County 911 Administrative Board, the County shall pay/reimburse the City for such costs/expenditures from said reserve fund. The County is not obligated to provide additional funding for 911 emergency services beyond the annual revenue collections or the 911 emergency reserves held in the 911 fund.

7. **Annual Inventory.** The City shall prepare an inventory for each year of this Agreement of all equipment and material in its possession that shall be used in providing the 911 support services required hereunder. The inventory shall provide the following information for each listed item: a description; serial number, if any; purchase price; percentage of purchase price allocable to the City, County, State, Federal, or other funding sources; and depreciated value.

A copy of each annual inventory shall be prepared, completed, and provided to the County, the Yakima County 911 Administrative Board, and the Yakima County 911 Operations Board by September 30th of the respective year of this agreement.

The City shall maintain and keep current the inventory. Newly obtained equipment and materials shall be added to the inventory within ten (10) calendar days of receipt by the City. Where appropriate, equipment and materials shall be deleted from the inventory.

The County, the Yakima County 911 Administrative Board, and/or the Yakima County 911 Operations Board may request a copy of the most current inventory at any time during the term of this Agreement. The City shall provide said copy to the requesting party within three (10) business days of the City's receipt of the request.

8. **Depreciation of Capitol.** All equipment purchased by the City with funds from the County for 911 support services shall be depreciated on a straight-line basis over a period of five (5) years from the time of purchase.
9. **Personnel.** The 911 support services required hereunder shall be performed by City employees. The City and its employees shall make no claim of County employment and/or claim any related employment benefits from the County, including but not limited to medical benefits, worker's compensation, social security, and/or retirement benefits.
10. **Self-Insurance Fund.** The City is a self-insured municipal corporation. Consequently, the City shall utilize a percentage of the funds received hereunder for its self-insurance fund and for payment of insurance premiums to insure the City for liability resulting from its performance and/or non-performance of the 911 support services required under this Agreement.
11. **Indemnification.** The City agrees to protect, defend, indemnify, and hold harmless the County, its elected appointed officials, agents, officers, volunteers, and its employees from all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgements, awards, costs, and expenses (including all attorneys' fees and disbursements) resulting from the City's performance and/or non-performance of the 911 support services required under this Agreement.

The County agrees to protect, defend, indemnify, and hold harmless the City, elected and appointed officials, agents, officers, volunteers and employees from any and all claims, demands, losses, liens, liabilities penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs, expenses (including attorneys' fees and disbursements) resulting from the County performance and/or non-performance of this Agreement.

- 12. Nondiscrimination Provision.** During the performance of this Agreement, the City shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, political affiliation, or the presence of any sensory, mental or physical handicap in violation of any applicable state and/or federal law, regulation, or rule. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 13. Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- 14. Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be constructed as a waiver or relinquishment of an such agreement, covenant, condition or right.
- 15. Integration and Supersession.** This written Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements, oral or written, which are hereby declared terminated and of not further force and effect upon the execution and delivery hereof. There are not terms, conditions, or agreements with the respect hereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.
- 16. Termination.** The City or County may terminate this Agreement, with or without cause, by giving at least thirty (30) days written notice of termination to the other party and the Yakima County 911 Administrative Board and the Yakima County 911 Operations Board.
- 17. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY:

City Manager- Bob Harrison
City of Yakima

129 N. 2nd St.
Yakima, WA 98901

TO COUNTY:

Board of County Commissioners
County Courthouse
Room 232
128 N. 2nd St.
Yakima, WA 98901

Copies To:

Chairman
911 Operations Board
(Chief Nathan Craig)

Chairman
911 Administrative Board
(Commissioner Amanda McKinney)

Or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid. Such notices shall be deemed effective three days after deposit into the U.S. Mail, or on the date of notice is hand-delivered, at the addresses specified above.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

19. Filing of Agreement. A copy of this Agreement shall be filed with the City Clerk of the City of Yakima and with the Yakima County Auditor.

CITY OF YAKIMA

COUNTY OF YAKIMA

By: _____
Bob Harrison, City Manager

By: Amanda McKinney
Amanda McKinney, Chair

DATE: _____

By: LaDon Linde
LaDon Linde, Commissioner

ATTEST:

By: Ron Anderson
Ron Anderson, Commissioner
Constituting the Board of County
Commissioners for Yakima County,
Washington

Sonya Claar Tee, City Clerk

DATE: JUL 05 2022

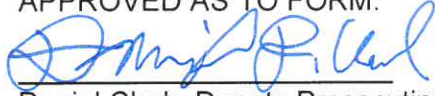
BOCC Agreement
190 - 2022
Yakima County, WA

ATTEST:



Julie Lawrence Deputy Clerk of the Board

APPROVED AS TO FORM:



Daniel Clark, Deputy Prosecuting Attorney, Yakima County

WSBA #35901

