



***ORDINANCE NO.1150***

***CANNABIS RETAIL STORE***

**CITY OF WINLOCK, WASHINGTON**  
**ORDINANCE NO. 1150**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REAFFIRMING, AMENDING, AND REPEALING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 18.40 CONCERNING LAND USE AND ZONING, REGARDING THE PRODUCTION, PROCESSING AND RETAIL SALE OF MARIJUANA AND MARIJUANA-INFUSED PRODUCTS; AMENDING ORDINANCE NO. 1020 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to “WMC” shall mean the “Winlock Municipal Code,” and

WHEREAS, Chapter 18.40 WMC is entitled “MARIJUANA PRODUCTION, PROCESSING AND RETAIL SALE”; and

WHEREAS, Ordinance No. 1020, as codified at Chapter 18.40 of the Winlock Municipal Code, was enacted on February 10, 2014; and

WHEREAS, RCW 69.50.331(8)(d) provides that a municipal authority may permit a licensed marijuana retail premises within 1,000 feet but not less than 100 feet of the perimeter of the grounds of any recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged 21 years or older; and

WHEREAS, the Council desires to amend Chapter 18.40 WMC as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:

**Section 1.** **Section 1 of Ordinance No. 1020 as codified at 18.40.010 WMC (“Commercial zoning districts.”) is hereby affirmed in its entirety.**

**Section 2.** **Section 2 of Ordinance No. 1020 as codified at 18.40.020 (“Requirements.”) is amended to read as follows:**

Applicants for a conditional use permit for the production, processing, or retail sale of marijuana or marijuana-infused products must satisfy all requirements imposed by the state of Washington pursuant to Chapter 69.50 RCW, together with the standard requirements of all conditional uses in the City, and all other requirements of the C-1 zoning district.

In addition, the following conditions shall apply to the production, processing or retail sale of marijuana or marijuana-infused products:

- A. No licensed marijuana retailer shall be permitted within 1,000 feet of the perimeter of the grounds of any elementary or secondary school, playground. No licensed marijuana retailer shall be permitted within 400 feet of the perimeter of recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged 21 years or older. No licensed marijuana retailer shall place advertisements (except as authorized by subsection (D)), within one thousand feet (1,000’) of the perimeter of a school ground, playground, recreation center or facility, child care center, public park, or library, or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older; on or in a public transit vehicle or public transit shelter; or on or in a publicly owned or operated property.
- B. Retail outlets shall sell no products or services other than usable marijuana, marijuana-infused products, or paraphernalia intended for the storage or use of usable marijuana or marijuana-infused products.
- C. Licensed marijuana retailers shall not employ persons under 21 years of age or allow persons under 21 years of age to enter or remain on the premises of a retail outlet.
- D. Licensed marijuana retailers shall not display any signage in a window, on a door, or on the outside of the premises of a retail outlet that is visible to the general public from a public right-of-way, other than a single sign no larger than 1,600 square inches identifying the retail outlet by the licensee’s business or trade name.
- E. Licensed marijuana retailers shall not display usable marijuana or marijuana-infused products in a manner that is visible to the general public from a public right-of-way.
- F. No licensed marijuana retailers or employee of a retail outlet shall open or consume, or allow to be opened or consumed, any usable marijuana or marijuana-infused product on the outlet premises.

**Section 3.** **New Section.** Section 18.40.030 WMC is hereby created to state:

**18.40.030 State license required.**

Such facilities and uses may be located only at the designated sites licensed by the state of Washington and fully conforming to state laws. A valid, current license is required from the Washington State Liquor and Cannabis Board for operation of any marijuana, producer, processor, or retail outlet. A copy of the state license must be submitted to the city as part of the application for a business license required by 18.40.040 WMC.

**Section 4.**     **New Section.** Section 18.40.040 WMC is hereby created to state:

**18.40.040 City business license required.**

A marijuana processor, producer, and retailer must obtain a city business license prior to operation of the business. The issuance of a city business license does not grant any special authority for the production, processing or sale of marijuana. The issuance of a city business license does not grant any special privilege to violate federal law. Obtaining a city business license does not provide a licensee with any affirmative defense to a violation of federal law. By accepting a city issued business license, the licensee waives and releases the city, its officers, elected officials, employees, volunteers and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of business owners, operators, employees, clients or customers for a violation of federal, state, or local laws and regulations.

**Section 5.**     **New Section.** Section 18.40.050 WMC is hereby created to state:

**18.40.050 No city liability – Indemnification.**

The production, processing and retailing of marijuana is and remains illegal under federal law. Nothing herein or as provided elsewhere in the ordinances of the city of Winlock is an authorization to circumvent federal law or provide permission to any person or entity to violate federal law. Only state-licensed marijuana producers, marijuana processors, and marijuana retailers may locate in the city of Winlock and then only pursuant to a license issued by the state of Washington.

**Section 6.**     **New Section.** Section 18.40.060 WMC is hereby created to state:

**18.40.060 References to state law.**

Any and all reference to state statutes are in effect as referenced in this chapter 18.40 WMC or as hereinafter amended by state authority.

**Section 7.**     **Repealer.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 8.**     **Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 9.**     **Effective Date.** This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

**Section 10. Corrections.** Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 22nd day of January, 2024.

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Brandon Svenson, Mayor

Attest:

Approved as to form:

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Penny Jo Haney, City Clerk

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Eric J. Lanza, WSBA # 50042  
City Attorney

Approved Reading: \_\_\_\_\_ /2024  
Publication Date: \_\_\_\_\_ /2024  
Effective Date: \_\_\_\_\_ /2024



# ***ORDINANCE NO.1151***

# ***SMOKING & VAPING***

**CITY OF WINLOCK, WASHINGTON**  
**ORDINANCE NO. 1151**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON,  
ENACTING RULES AND REGULATIONS PROHIBITING SMOKING  
AND VAPING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT;  
CREATING A NEW CHAPTER 8.85 OF THE WINLOCK MUNICIPAL  
CODE; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING  
AN EFFECTIVE DATE.**

**RECITALS:**

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to “WMC” shall mean the “Winlock Municipal Code,” and

WHEREAS, e-cigarettes are battery-operated inhalers containing nicotine, where the battery heats liquid in a cartridge, turning into vapor that can be inhaled, and the process of inhaling e-cigarette liquid is often called vaping; and

WHEREAS, in 2016, the Washington State Legislature adopted comprehensive legislation relating to youth vapor product substance use prevention and vapor product regulation, creating RCW Chapter 70.345 Vapor Products and amending other chapters of RCW Title 70 Public Health and Safety, including Chapter 70.155 Tobacco-Access to Minors and Chapter 70.160 Smoking in Public Places; and

WHEREAS, the popularity of electronic cigarettes (e-cigarettes) has grown, especially in middle school and high school-aged individuals, to epidemic levels; and

WHEREAS, the Center for Disease Control and Prevention (CDC) and the Surgeon General have issued advisories on e-cigarette use among youth because the presence of nicotine in e-cigarettes can harm brain development in children, teens, and young adults impacting learning, memory, and

attention along with increasing the risk for future addiction to other drugs and injury from combustive battery failures; and

WHEREAS, the Surgeon General has also stated that e-cigarettes can potentially expose bystanders to harmful substances, including heavy metals, volatile organic compounds, and ultrafine particles that can be inhaled in the lungs; and

WHEREAS, RCW 70.345.210 grants the City authority to regulate the use of vapor products in outdoor public places where children congregate, such as playgrounds and parks; and may regulate the use of vapor products in indoor public places subject to RCW 70.345.150; and

WHEREAS, the Council desires to create a new Chapter 8.85 WMC as set forth herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 8.85 of the Winlock Municipal Code is hereby created to state:

### **Chapter 8.85**

#### **Smoking and Vaping In Public Places**

Sections:

- 8.85.010 Authority, applicability, and intent.
- 8.85.020 Adoption by Reference.
- 8.85.030 Definitions and local supplemental definitions relative to Chapter 70.160 RCW.
- 8.85.040 Smoking and vaping prohibited in public places and places of employment.
- 8.85.050 Vaping prohibited within 25 feet of public places or places of employment.
- 8.85.060 Smoking or vaping in public parks prohibited.
- 8.85.070 Required signage.
- 8.85.080 References to state law.
- 8.85.090 Mechanical sales of e-cigarettes restricted.
- 8.85.100 Penalties.

#### **8.85.010 Authority, applicability, and intent.**

- A. The statutory authority for the adoption of this chapter is provided in Chapter 70.160 RCW, Smoking in Public Places and Chapter 70.345 RCW.
- B. These regulations apply to the prohibition of smoking and the prohibition of use of vapor products in indoor public places and places of employment.
- C. These regulations supplement but do not replace the regulations adopted by the United States Food and Drug Administration and the regulations enacted by the state of Washington and enforced by the Liquor and Cannabis Board regarding the licensure and regulation of vapor product promotions and sales at retail.
- D. This regulation is not intended to restrict vaping in private facilities which are occasionally open to the public, except upon occasions when a facility is open to the public.



- E. This regulation does not preclude or prohibit any property owner from implementing “no smoking” and/or “no vaping” policies on, or within, any property or structures under their control.
- F. Nothing contained in this regulation is intended to be nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, employees, or agents, for any injury or damage resulting from the failure of any person subject to these rules and regulations to comply with these rules and regulations, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of these rules and regulations on the part of the health department.

**8.85.020 Adoption by Reference.**

The following state statutes, as presently constituted or as may be subsequently amended, are adopted by reference and are applicable within the city of Winlock:

- A. Chapter 70.160 RCW
- B. RCW 70.345.150

**8.85.030 Definitions and local supplemental definitions relative to Chapter 70.160 RCW.**

Pursuant to the authority provided by Chapter 70.160 RCW and for the sake of clarity in the application of Chapter 70.160 RCW, the following local supplemental definitions relative to certain terminology found in Chapter 70.160 RCW are adopted and the following specific definitions shall apply:

- A. “Chapter” means a chapter in City of Winlock Municipal Code.
- B. “City” means City of Winlock.
- C. “Electronic cigarette” or “e-cigarette” means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provide a gas derived from liquid nicotine and/or other substances, which is inhaled by the user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarettes, cigars, pipes, or other smoking devices.
- D. “Employee” means any individual who is employed by an employer in return for the payment of direct or indirect monetary wages, benefit, or profit, any individual who volunteers his or her services to an employer for no monetary compensation or any individual who performs work or renders services, for any period of time, at the explicit or implicit direction of an owner, shareholder, member, lessee or other person in charge of a place that is subject to the provisions of this chapter.
- E. “Employer” means any person, sole proprietorship, partnership, corporation, association, nonprofit organization, or other entity of any kind that pays another person direct or indirect monetary wages, profit or provides any other benefit in consideration for such other person’s providing services on the premises of the employer. Employer shall also mean the owner(s),

shareholders, or member(s) respectively of a sole proprietorship, corporation or limited liability corporation, association, nonprofit organization, or other business entity.

- F. "Indoor public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the state of Washington, or other public entity, and includes a presumptively reasonable minimum distance, as set forth in RCW 70.160.075, of 25 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. Public places include, but are not limited to: schools, elevators, public conveyances or transportation facilities, taxis, buses, for hire conveyances, museums, concert halls, theaters, auditoriums, exhibition halls, indoor sports arenas, hospitals, nursing homes, health care facilities or clinics, enclosed shopping centers, retail stores, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, state legislative chambers and immediately adjacent hallways, public restrooms, libraries, restaurants, waiting areas, lobbies, bars, clubs, taverns, bowling alleys, skating rinks, casinos, reception areas, and no less than 75 percent of the sleeping quarters within a hotel or motel that are rented to guests. Indoor public place also means any public or private place that is open to the general public regardless of whether dues, cover charges or a fee is charged or there are restrictions such as an age requirement for the privilege of admission, and includes any place used by a membership association or club at which non-member guests are present or permitted. This chapter is not intended to restrict smoking in private facilities, which are occasionally open to the public except upon the occasions when the facility is open to the public. An indoor public place does not include a private residence unless the private residence is used to provide licensed childcare, foster care, adult care, or other similar social service care on the premises.
- G. "Minor" means any person under 18 years of age.
- H. "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, limited liability company, limited partnerships or other entity or business of any kind.
- I. "Place of employment" means any area under the control of a public or private employer which employees are required to pass through during the course of employment, including but not limited to entrances and exits to the place of employment, and including a presumptively reasonable minimum distance, as set forth in RCW 70.160.075, of 25 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; work areas; restrooms; conference and class rooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to promote licensed childcare, foster care, adult care, or other similar social service care on the premises, is not a place of employment.
- J. "Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the City of Winlock, or other public entity, and regardless of whether a fee is charged for admission, and includes a presumptively reasonable minimum distance, as set forth

in RCW 70.160.075, of 25 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A public place does not include a private residence unless the private residence is used to provide licensed childcare, foster care, adult care, or other similar social service care on the premises. This chapter is not intended to restrict smoking in private facilities which are occasionally open to the public except upon the occasions when the facility is open to the public.

- K. "Smoke" or "smoking" means the carrying or smoking of any kind of:
- a. Lighted pipe, cigar, cigarette, or other lighted smoking equipment.
  - b. An electronic cigarette or e-cigarette, or other vaporized smoking devices.
- L. "Tasting" means to try or taste a vapor product in a retail outlet where entry is restricted to persons 18 years of age or older.
- M. "Vape" or "vaping" means the use of a vapor product, or the act of inhaling/exhaling the vapor or aerosol from a vapor product.
- N. "Vapor product" means any: (1) device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (2) cartridge or container of a solution or substance intended to be used with or in such a device or to refill such a device; or (3) solution or substance intended for use in such a device, including, but not limited to, concentrated nicotine. Vapor product includes any electronic cigarettes, electronic nicotine delivery systems, electronic cigars, electronic cigarillos, electronic pipes, vape pens, steam stones, or similar products or devices, as well as any parts that can be used to build such products or devices. Vapor product does not include any drug, device, or combination product that has been approved by the United States Food and Drug Administration for legal sales for use as a smoking cessation product or other medical purposes and is marketed and sold for such approved purpose.

**8.85.040 Smoking and vaping prohibited in public places and places of employment.**

No person may smoke or use a vapor product in an indoor public place or in any place of employment except as provided for by applicable state law.

**8.85.050 Vaping prohibited within 25 feet of public places or places of employment.**

Use of vapor products is prohibited within a presumptively reasonable minimum distance of 25 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where use of vapor products is prohibited so as to ensure that vapor does not enter the area through entrances, exits, open windows, or other means.

**8.85.060 Smoking or vaping in public parks prohibited.**

Smoking, tobacco use of any kind, vaping, or use a vapor product in any public playground, park, beach, athletic field, trail, and/or other similar public facility owned by or under the control and jurisdiction of the City. The city council may designate temporary smoking areas in town parks for special events.

**8.85.070 Required signage.**

In addition to requirements for signs prohibiting smoking as adopted by reference from Chapter 70.160 RCW, owners, or in the case of leased or rented space the lessee or other person in charge, of a place regulated under these regulations shall post signs prohibiting the use of vapor products. Signs shall be posted conspicuously at each building entrance. Signs prohibiting the use of vapor products may be combined with signs prohibiting smoking, such as “No Smoking. No Vaping.” or “No Smoking or Vaping Allowed.” or “No Smoking or Vaping Allowed within 25 Feet of Doorway or Entrance.”

**8.85.080      References to state law.**

Any and all references to state statutes are in effect as referenced above or as hereinafter amended by state authority.

**8.85.090      Mechanical sales of e-cigarettes restricted.**

No person shall sell or permit to be sold e-cigarettes, or their components, through any device that mechanically dispenses such products unless the device is located fully within premises from which minors are prohibited, and in a location not less than 10 feet from all entrances or exit ways to and from the premises.

**8.85.100      Penalties.**

- A. Any person violating this chapter by smoking or vaping in a public place or place of employment, or any person removing, defacing, or destroying a sign required by this chapter, is subject to a civil fine of up to \$150.00.
- B. Violation of any provision of this chapter shall be a civil infraction.
- C. Each violation of this Chapter shall be a separate and distinct offense, and, in the case of a continuing violation, each day’s continuance shall be a separate and distinct violation.

**Section 2.      Repealer.** All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 3.      Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 4.      Effective Date.** This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

**Section 5.      Corrections.** Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 22nd day of January, 2024.

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Brandon Svenson, Mayor

Attest:

Approved as to form:

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Penny Jo Haney, City Clerk

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Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading: \_\_\_\_\_/2024  
Publication Date: \_\_\_\_\_/2024  
Effective Date: \_\_\_\_\_/2024



***LEWIS COUNTY  
COMMUNICATIONS,  
INTERLOCAL AGREEMENT  
FOR 911 SERVICES***

# **INTERLOCAL AGREEMENT**

**(ILA)**

for

**LEWIS COUNTY COMMUNICATIONS**

**OPERATION, MAINTENANCE AND PARTICIPATION**

*The ILA outlines a comprehensive management plan  
based on goals and strategic planning*

**Effective Date of Agreement:**

**January 1, 2024 – June 30, 2024**

# Distribution List

Plan Agency	Staff Title
Lewis County BOCC	Commissioner Chair
Lewis County Sheriff's Office	Sheriff
Lewis County Coroner's Office	Coroner
Centralia, City of	Centralia City Manager
Centralia Police Department	Centralia Police Department Chief
Chehalis, City of	Chehalis City Manager
Chehalis Police Department	Chehalis Police Department Chief
Chehalis Fire Department	Chehalis Fire Chief
Napavine, City of	Napavine Mayor
Napavine Police Department	Napavine Police Department Chief
Pe Ell, Town of	Pe Ell Mayor
Pe Ell Marshal's Office	Pe Ell Marshal
Winlock, City of	Winlock Mayor
Winlock Police Department	Winlock Police Department Chief
Vader, City of	Vader Mayor
Vader Police Department	Vader Police Department Chief
Toledo, City of	Toledo Mayor
Mossyrock, City of	Mossyrock Mayor
Mossyrock Police Department	Mossyrock Police Department Chief
Morton, City of	Morton Mayor
Morton Police Department	Morton Police Department Chief
LCFD # 1 - Onalaska	LCFD # 1 - Onalaska, Commissioner
LCFD # 1 - Onalaska	LCFD # 1 - Onalaska, Chief
LCFD # 2 - Toledo	LCFD # 2 - Toledo, Commissioner
LCFD # 2 - Toledo	LCFD # 2 - Toledo, Chief
LCFD # 3 - Mossyrock	LCFD # 3 - Mossyrock, Commissioner
LCFD # 3 - Mossyrock	LCFD # 3 - Mossyrock, Chief
LCFD # 4 - Morton	LCFD # 4 - Morton, Commissioner
LCFD # 4 - Morton	LCFD # 4 - Morton, Chief
LCFD # 5 - Napavine	LCFD # 5 - Napavine, Commissioner
LCFD # 5 - Napavine	LCFD # 5 - Napavine, Chief
LCFD # 6 - Chehalis	LCFD # 6 - Chehalis, Commissioner
LCFD # 6 - Chehalis	LCFD # 6 - Chehalis, Chief
LCFD # 8 - Salkum	LCFD # 8 - Salkum, Commissioner
LCFD # 8 - Salkum	LCFD # 8 - Salkum, Chief
LCFD # 9 - Mineral	LCFD # 9 - Mineral, Commissioner
LCFD # 9 - Mineral	LCFD # 9 - Mineral, Chief
LCFD # 10 - Packwood	LCFD # 10 - Packwood, Commissioner
LCFD # 10 - Packwood	LCFD # 10 - Packwood, Chief
LCFD # 11 - Pe Ell	LCFD # 11 - Pe Ell, Commissioner



<b>Plan Agency</b>	<b>Staff Title</b>
LCFD # 11 – Pe Ell	LCFD # 11 – Pe Ell, Chief
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Commissioner
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Chief
LCFD # 14 – Randle	LCFD # 14 – Randle, Commissioner
LCFD # 14 – Randle	LCFD # 14 – Randle, Chief
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Commissioner
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Chief
LCFD # 16 – Doty	LCFD # 16 – Doty, Commissioner
LCFD # 16 – Doty	LCFD # 16 – Doty, Chief
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Commissioner
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Chief
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Commissioner
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Chief
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Commissioner
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Chief
Riverside Fire Authority	Riverside Fire Authority, Commissioner
Riverside Fire Authority	Riverside Fire Authority, Chief
American Medical Response (AMR)	American Medical Response (AMR), Director
Medic One (South County EMS)	Medic One (South County EMS), Director
Lewis County Public Works	Lewis County Public Works, Director
Lewis County Radio Services	Lewis County Radio Services, Manager

# **Executive Summary**

Over the last 40 years, the Lewis County public safety service – including law enforcement, fire service, emergency medical services and dispatch – has undergone several evolutionary changes. As our community has grown, so have the demands, challenges, and expectations for public safety services across all disciplines.

This interlocal agreement (ILA) between the Lewis County 911 Communications Center and the response community reflects positive change. It's about a stated public service mission, partnerships, an effective process, and teamwork. It is also about defining where we have been in the past, where we are today and where we need to be in the future. It's a starting point to work together to meet future challenges and discover innovative ways to deliver efficient, effective, safe, and affordable public safety service to our community.

Prior to the early 1980s, most response agencies did their own dispatching. With growing demands and complexity of receiving/dispatching calls for service, there was a big push to consolidate the county and city law enforcement and a few of the fire districts. They joined together to create a single "Public Safety Access Point" now referred to as a "PSAP."

By the mid-1980s, all the fire districts were successfully joined with the law enforcement agencies into the current PSAP partnership. An interlocal agreement among the partners was developed to help guide and define the delivery of services, establish the costs, and adopt a fee formula for the PSAP operation.

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## **I. Purpose**

To define a general scope of services, develop a concept of operations, identify partner agencies to include their duties, roles, responsibilities, and authorities, and outline the financial and budget process. The ILA also provides for participation in updates and changes along with laying the groundwork for the development of a strategic plan that addresses operations, infrastructure, and monetary issues in the future.

## **II. Scope**

Partner agencies acknowledge it is essential to work together regularly and encourage a spirit of open communications in an effort to develop a service product--and costs thereof--that take into consideration the greater good, the needs of all partner agencies, and the financial limitations of the group as a whole.

Based on past practices, this contract outlines the Lewis County Communications Center (LCCC) and Infrastructure partnerships, management structure, user committee roles and responsibilities, and budget and formulas for establishing user fees.

As previous contracts for services only addressed costs for the annual LCCC operating budget, it is the goal of this service contract to develop a plan for sharing expenses for establishing an Equipment Repair & Replacement (ER&R) fund to guide savings for replacement of the Communications Center and infrastructure equipment as it ages. It is also desirable to reach an agreement to provide for maintenance and support of the external infrastructure that is not currently shared by the user fees. It is also desirable to establish a building and equipment account to secure funds for a new Communications Center facility. See Section VIII. Financing the LCCC and Communications Infrastructure.

## **III. Concept of Operations**

In order to accomplish these purposes, it is the intent of this agreement to provide for the following:

1. The general responsibility for the ownership, operation, maintenance, repair, replacement, training, and financial management of the Lewis County Communications Center (LCCC) shall be vested with the Lewis County Board of County Commissioners (BOCC). It is an existing governmental structure encompassing the entire geographic, economic, and population region to be served and has established a Communications Center with the capability of providing consolidated communication services to the parties.
2. The LCCC shall be positioned within county government and administered by a 911 Director appointed by the BOCC. The LCCC's duties and responsibilities of the

Director shall be as provided herein (see page 4). The 911 Director shall be an employee of the County and subject to all of the personnel rules of the County.

3. Intentionally Omitted.
4. There shall be established, as hereinafter provided, one "Combined User Committee" made up of one (1) representative from each partner agency, including but not limited to fire districts, law enforcement (cities), Emergency Medical Services (EMS), and other providers which use dispatching services of the LCCC. The duties, responsibilities, and membership shall be as provided herein.
5. The Combined User Committee shall meet at least quarterly to review operational issues/procedures and make recommendations (in the manner provided herein) to the 911 Director.
6. The basic scope of LCCC services shall be identified and provided herein.
7. Contributions to the cost and expense of the operation, maintenance, repair, and replacement, and all other related costs and expenses of the LCCC, shall be divided and paid for by each of the partners hereto in the amounts and in the manner provided herein. The annual LCCC budget shall be prepared, approved, and followed as provided in this agreement.
8. The ILA is the governing document that is directly tied to the LCCC Policy, Procedure and Operations Manual, see XII – B 1. Failure to Remit Fees or Repeated Policy Violations, page 31.
9. Parties to this agreement are expected to participate, provide input, and adhere to the LCC Policy, Procedure and Operations Manual. All users should have a basic understanding of sections 000-600 and follow the provisions specific to their discipline. The LCC Policy, Procedure and Operations Manual includes the following:

- 000-100 General Operations
- 101-200 Phone Systems Operations
- 201-300 Radio Systems Operations
- 301-400 ACCESS Operations
- 401-500 SPILLMAN Operations
- 501-600 LC 911 Personnel Operations
- \*601-700 Law Enforcement Operations
- \*701-800 Fire District Operations
- \*801-900 EMS Operations

\*These manuals are the currently approved procedures submitted by the discipline work groups.

10. Withdrawal from this agreement and from participation in the LCCC by a partner hereto shall only be as provided in this agreement.



11. Termination from this agreement by a partner hereto shall only be as provided in this agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and in consideration of the obligations of the other partners here, each of the partners hereto promises and agrees as follows:

#### **IV. Identification of Partners of this Agreement**

##### **(A) Lewis County Board of County Commissioners**

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. The BOCC is also a recipient of dispatch and communications services of the LCCC through the Division of Emergency Management and Public Works Department.

##### **(B) City Representation & Sheriff's Office (Law Group)**

The following cities and the Lewis County Sheriff's Office are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services through their respective police departments. This group is herein referred to as the "Law Group":

- Lewis County Sheriff's Office
- Centralia
- Chehalis
- Napavine
- Pe Ell
- Winlock
- Vader
- Toledo
- Mossyrock
- Morton

##### **(C) Fire Services Group (Fire Districts & Municipal Fire Departments)**

The following fire services agencies are partners to this agreement because they are the recipients of dispatch and communications services in connection with fire services. This group is herein referred to as the "Fire Services Group":

- Lewis County Fire District 1-Onalaska
- Lewis County Fire District 2-Toledo
- Lewis County Fire District 3-Mossyrock
- Lewis County Fire District 4-Morton
- Lewis County Fire District 5-Napavine

- Lewis County Fire District 6-Chehalis
- Lewis County Fire District 8-Salkum
- Lewis County Fire District 9-Mineral
- Lewis County Fire District 10-Packwood
- Lewis County Fire District 11-Pe Ell
- Lewis County Fire District 13-Curtis
- Lewis County Fire District 14-Randle
- Lewis County Fire District 15-Winlock
- Lewis County Fire District 16-Doty
- Lewis County Fire District 17-Ashford
- Lewis County Fire District 18-Glenoma
- Cowlitz-Lewis Fire District 20 (Vader)
- Riverside Fire Authority
- Chehalis Fire Department

**(D) Emergency Medical Services Group**

The following Emergency Medical Services (EMS) are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services. This group is herein referred to as the “EMS” Group:

- American Medical Response (AMR)
- Medic One

**(E) Other Partner Agencies Group (Non-voting User Group)**

Other governmental agencies that provide emergency services and require dispatch and communications services, as well as privately owned and operated emergency service providers that desire dispatch and communications services, may be permitted to become non-voting partners to this agreement upon such terms and conditions as shall be prescribed by the Combined User Committee and the 911 Director (see page 1). These agencies currently include the following:

- Lewis County Division of Emergency Management
- Lewis County Coroner’s Office
- Lewis County Public Works

**V. ADMINISTRATIVE STRUCTURE**

**(A) Lewis County BOCC**

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. Staff personnel carrying out the provisions of this agreement are also employees of the BOCC.

**(B) 911 Director**

The 911 Director is appointed by the BOCC and reports directly to the BOCC. The 911 Director develops program direction and oversees three divisions, including Communications and the Lewis County Communications Center. The Director supports the Combined User Committee and oversees the budget, policy, and procedures for operations.

**(C) Lewis County Communications Center (LCCC)**

The Lewis County Communications Center is a consolidated communications system providing agreed upon communications services to Lewis County, the cities (law), fire protection districts, and EMS partners.

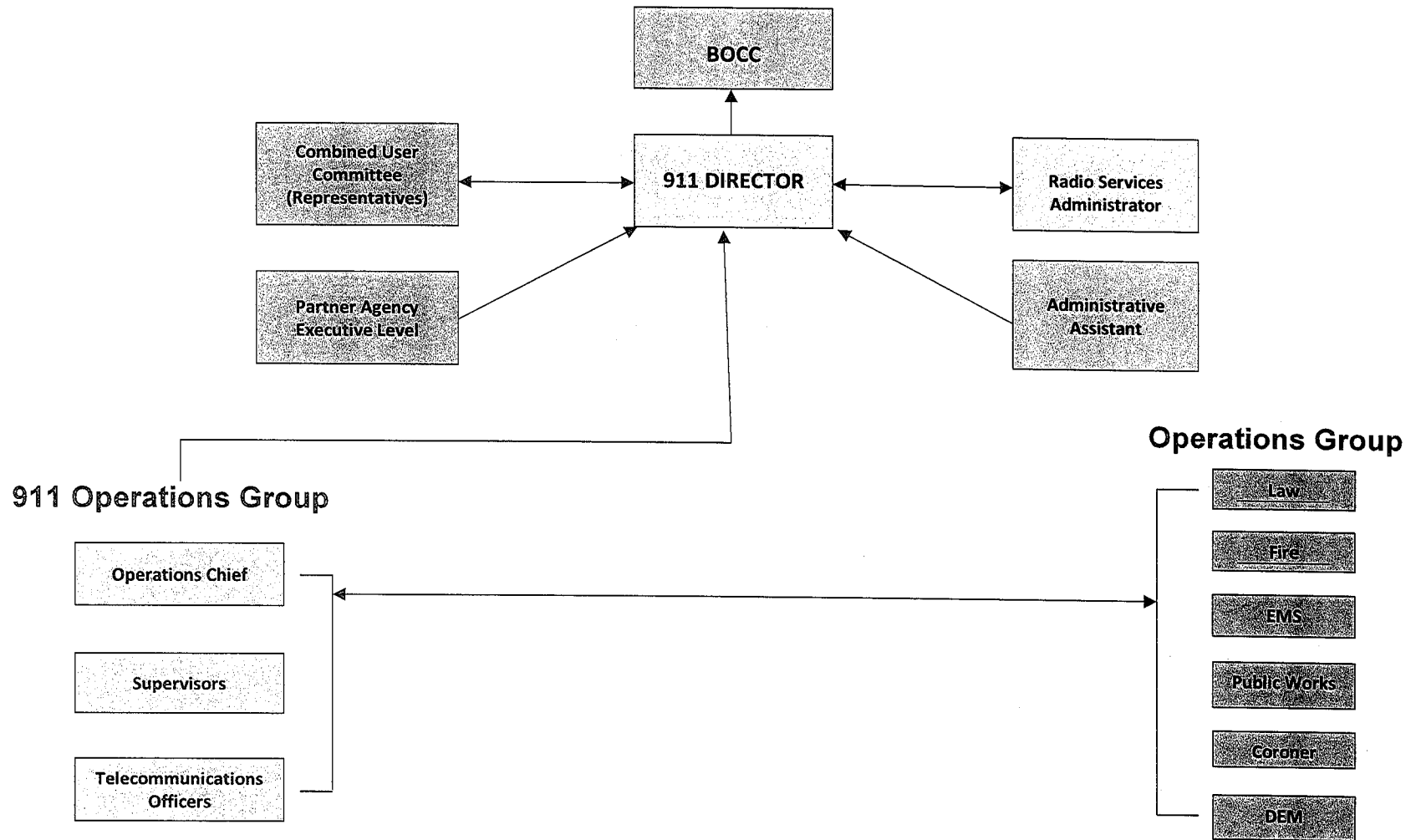
**(D) Combined User Committee**

The Combined User Committee membership consists of one (1) representative from each partner agency receiving agreed upon communications services. The Combined User Committee meets regularly to review LCCC operations and make recommendations for improvements and budgets.

**(E) Partner Agencies**

Partner Agencies are all Lewis County agencies receiving LCCC communications services.

# Consolidated Communications Administration Flowchart



## **VI. RESPONSIBILITIES**

### **(A) Lewis County BOCC**

It is agreed that Lewis County shall provide administrative and contract services to the LCCC as required. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal services
- Networking services
- Risk Management
- Human Resources
- Financial services
- Contract services

It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.

### **(B) 911 Director**

1. Development and oversight of the Combined User Committee "structure" of the LCCC.
2. Implementing the mission, goals, and budget.
3. Monitoring of revenues and expenses as they relate to the approved annual budget.
4. Contracting with persons, firms, and corporations, or any agencies of government, as necessary or desirable to acquire goods or services for the operation of the LCCC, provided that all procurements shall conform to Lewis County's purchasing policies.
5. Negotiating collective bargaining agreements with representatives of any certified bargaining representative of the employees of the LCCC.
6. Receiving recommendations from the Combined User Committee and authorizes implementation, makes modifications, or denials such recommendations as appropriate. All responses to Combined User Committee recommendations shall be in writing.
7. Mediating disputes between the LCCC and any party to this agreement.

8. Reviewing and evaluating any proposals from the Combined User Committee for changes to service levels, performance standards, and/or procedures for implementation costs, benefits, and liabilities, or other matters, and preparing a written report of findings.
9. Responsible for the daily operation of the LCCC.
10. Prepares regular reports regarding activities and the financial status of the LCCC.
11. Acts as the administrative head of the LCCC and is responsible for administration, budget, and personnel matters.
12. Responsible for call answering, dispatching, records, communications, security, and other LCCC functions and activities.
13. Complies with personnel policies of Lewis County.
14. Provides advice and assistance to the Combined User Committee when requested and as necessary.
15. Assures that secretarial services are provided, as needed, to the Combined User Committee. Such services shall include: recording and transcribing minutes of meetings; preparing correspondence as required; preparing and distributing notices of meetings; and preparing agendas.
16. Prepares the draft budget of the LCCC in accordance with Lewis County budget timetables. Such budget shall be in a form required by Lewis County and shall be based upon the established service levels by the Combined User Committee and the 911 Director.
17. Responsible for the hiring, promoting, disciplining, and termination of all LCCC personnel, subject to personnel policies of Lewis County.
18. Collective bargaining with representatives of any certified bargaining representative of the employees of the LCCC.
19. Prepares, revises, and modifies policies and Standard Operating Procedures (SOPs), as recommended by the Combined User Committee.
20. Establishes policies consistent with expenditure of budgeted items for the LCCC.
21. Develops appropriate long-range plans, including strategic building and equipment improvements, staffing, and other matters.

22. Tracks and maintains data, including but not limited to, calls for service, population, and agency contributions in accordance with the cost sharing formula in Attachment A - Funding Formula.
23. Prepares an annual report and forwards it to the Combined User Committee.

### **(C) Intentionally Omitted**

### **(D) Lewis County Communications Center – General Services**

The LCCC agrees to perform the following general services for partner agencies:

1. Maintaining twenty four (24) hour coverage for answering phone circuits terminating at the LCCC and of radio requests incoming on the frequencies agreed upon and properly licensed.
2. Determining the nature of each incident and dispatching proper response in accordance with operational procedures.
3. Developing and/or modifying operational procedures to effectively and efficiently meet service requests.
4. Tracking status of active partner agency units and providing response to radio and telephone requests with respect to each incident.
5. Providing a log of incoming calls with verification of time receipt, dispatch, arrival, unit status updates and pertinent information transmitted by field units to provide a means to verify the events and time span involved with each incident.
6. Responding to Public Disclosure Requests (PDR) to partner agencies in compliance with PDR laws.
7. Providing an interface between partner agency units, fire services, emergency services, public services departments, and law enforcement agencies.
8. Maintaining and updating the operations policies, procedures, and tasks to help ensure continuity of operations.
9. Providing for the LCCC equipment maintenance, repairs, and replacement to include phone system, radios, computers, and other dispatch related equipment.
10. Assisting in contacting and summoning private sector aid where needed.

11. Receive and process incident inquires and formal service/personnel complaints (see Attachment E - Forms).
12. Retain all records (per current retention laws) relevant to this contract after incidents have been dispatched. The partner agencies shall have full access and right to examine any record for verification of accuracy of this agreement at all times during said period.

Note: When there are proposed changes to any Lewis County Communications Center General Services provision, the Partner Agencies shall be notified in writing of such proposed changes. For specific operational procedures associated with all services, please see the appropriate 911 operations manual.

### **(E) Combined User Committee**

1. Regularly attend meetings to discuss current issues, make recommendations to the 911 Director on procedures, operations, and financial issues, and to act upon the recommendations of any special committees they so designate.
2. Inform their agencies (other staff members) of the matters at hand and recommendations by the Combined User Committee.
3. When there is not a unanimous approval for a change, it shall be the responsibility of the representatives' discipline to take that matter up with other members of the discipline to achieve a consensus or majority approval to make the change before it is brought back to the Combined User Committee for reconsideration.
4. Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery.
5. Make recommendations relative to dispatcher-staffing levels within the agreed upon budget constraints.
6. Make recommendations relative to service levels. Changes in service levels shall be submitted to the 911 Director. If such recommendations have a financial impact, the 911 Director will evaluate the impact and communicate it to the Combined User Committee in the preparation of the ensuing year's budget.
7. Assist the 911 Director as necessary in the preparation of the budget.



8. Make recommendations to the 911 Director regarding Standard Operating Procedures (SOPs) that are specific to the Combined User Committee discipline making such recommendations.
9. Review deliverables, policies, and budget.
10. May create such temporary advisory committees as it shall require to investigate and make recommendations regarding special issues.
11. Designated voting discipline representatives have the following specific responsibilities:
  - a) **Law Enforcement Management Team**
    - Law Enforcement members shall bear full responsibility for ensuring 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.
    - Review and recommend law enforcement dispatch/radio procedures to the law enforcement section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
  - b) **Fire Services Management Team**
    - Review and recommend fire and EMS dispatch/radio procedures to the fire and EMS section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
  - c) The combined voting representatives in both groups "a" and "b" above have the following responsibilities:
    - Make budget recommendations to the 911 Director for Communications additions to the budget.
    - Recommend acquisition of new equipment.
    - Review and recommend changing the funding formula as necessary to ensure fair and equitable funding of Communications.
    - Review and recommend operating procedures other than those only related to either law enforcement or fire services.
    - Review inquiries, incidents, and accolades at quarterly meetings.

- Provide an annual performance appraisal of the Communications Center, see: Attachment E - Forms section, Communications Center Annual Performance Appraisal Form.

d) Any action by the voting groups listed above in "a" through "c" requires a majority vote of the group.

## **(F) Partner Agencies**

Partner Agency duties include:

1. Train staff and follow the adopted standard operation protocols and procedures of the LCCC and approved discipline field manuals.
2. Appoint a representative to the Combined User Committee to serve as their representative.
3. At a minimum, the agency-appointed representatives may make recommendations at the quarterly Combined User Committee meetings regarding issues of procedures, policies, and annual budgets.
4. Agency Representatives will keep the home agency apprised of the activities of the Combined User Committee and provide information on procedural changes.
5. It is expected that Partner Agencies will work together to resolve any issues that arise when there is less than a unanimous consensus by the affected disciplines (Fire, Law, EMS) on suggested/recommended changes that will apply to all agencies in that discipline.

## **(G) Equipment**

### **1. Mobile-Portable Agency Specific Equipment**

Each Partner Agency shall be responsible for purchasing, repairing, and replacing its own mobile and portable radio equipment and retains all rights to such equipment.

It is *recommended* that prior to purchasing user equipment, Partner Agency staff review products with the Radio Services Administrator in order to ensure interoperability and maximum effectiveness with the existing infrastructure. The Radio Services Administrator **recommendations** are not binding; however, the County assumes no liability for efficiency and effectiveness for equipment purchased without following recommendations of the Radio Services Administrator.

## **2. Exclusive Partner Agency Equipment**

In the event that a Partner Agency to this agreement should require the installation of equipment or the performance of special services dedicated to the sole and special use of such partner, to the exclusion of the other partners hereto, such partner shall bear the entire cost of such equipment, its installation, maintenance, operation and repair. Such funds shall be non-refundable even on termination of such partner and/or removal of such equipment or the termination of such special services.

## **3. County Equipment**

All assets purchased by LCCC will be held in the name of "Lewis County" and used for the LCCC purposes.

# **VII. COMBINED USER COMMITTEE**

### **(A) Membership**

The Combined User Committee membership shall consist of one (1) representative of each Partner Agency.

### **(B) Chair, Vice Chair**

The Combined User Committee shall select a chair and vice chair. Together they will set the quarterly agenda, provide meeting notices to partner agency representatives, and preside over the meetings.

### **(C) Agenda and Notices**

Partner agency representatives desiring to propose Items for consideration on the agenda must submit the item in writing to the 911 Director no later than fourteen (14) days prior to the meeting date. Written or electronic notices of all meetings shall be E-mailed to the voting representative of each partner agency at least one week (7 days) prior to the meeting date.

Voting on new items not previously included in notifications to the partner agency representatives is prohibited.

### **(D) Meetings**

The Combined User Committee shall meet quarterly at such time and place as shall be determined by the members of the Combined User Committee. Minutes will be taken of all meetings and distributed to all Partner Agency Representatives.

**(E) Voting:**

Partner agency representatives listed in Section IV (D) and (E) may attend meetings and shall have rights to participate in all matters brought before the Combined User Committee; however, they shall be non-voting members.

**A. Voting members of the Combined User Committee will be as follows:**

**1. Law Enforcement Management Team**

- Lewis County Sheriff, or designee
- Centralia Chief of Police, or designee
- Chehalis Chief of Police, or designee
- One (1) municipal Police Department

**2. Fire Services Management Team**

- Chehalis Fire Chief, or designee
- RFA Fire Chief, or designee
- Two (2) representatives of Lewis County Fire Districts. These representatives will be determined through the Lewis County Fire Chief's Association.

**B. Non-voting Members**

Non-voting members of the Combined User Committee will be as follows:

All Combined User Committee Partner Agency Representatives not included in Section "A" above are non-voting representatives.

**C. Electronic Voting**

Electronic voting is allowed for all items that appear on the published agenda. Such votes shall be cast by E-mail to the 911 Director no later than 9:00 a.m. on the morning of the scheduled meeting (to allow for tabulating said votes).

**D. List of Voting Members**

Voting members shall be identified and a list provided annually in writing to the 911 Director. This list will be used at Combined User Committee meetings to identify those having responsibility to cast votes.

1. All designed voting representatives may vote on issues of general consideration.

2. On issues pertaining only to law, only the designated law representatives may vote.
3. On issues pertaining only to fire services, only the fire services may vote.

**E. Tie Votes**

A passed motion or question requires a majority of the votes. A tie vote is a failed motion or question.

## **VIII. FINANCING THE LCCC & COMMUNICATIONS INFRASTRUCTURE**

### **(A) Program Costs**

The communications program costs are separated into the following five (5) categories, described in greater detail below:

1. LCCC Maintenance & Operation Costs
2. Maintenance & Support for Infrastructure
3. Equipment Repair & Replacement fund for LCCC Equipment
4. Equipment Repair & Replacement fund for Infrastructure Equipment
5. Building and Equipment Fund

The LCCC and the communications infrastructure is intended to be self-sufficient and supported by the User groups. It is the intent of all the partners to this agreement that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair, and building and equipment assets of the LCCC and the communications system infrastructure. All of such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the LCCC and communications infrastructure.

Dedicated revenue such as grants, "911 Sales & Use Taxes", and payments made by the other parties hereto shall be deducted from the operating costs with the balance to be divided among the User Groups as outlined in Attachment A – Funding Formula.

### **(B) General LCCC Costs**

#### **1. Maintenance & Operation Costs of the LCCC**

##### **a. Operating Costs**

General operations costs for the Communications Center are divided into the following areas:

- **Salaries, benefits, supplies**
- **Interfund Costs** (Maintenance, utilities, postage, administrative overhead, etc.)
- **Contract Services** (Licenses, phone service, travel, training etc.)

#### **b. Administrative Costs**

Administrative and contract services costs are provided by Lewis County as required. It is the intent of the parties that the cost of such services shall be included in the LCCC annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal Services
- Networking Services
- Risk Management
- Human Resources
- Financial Services
- Contract Services

Upon request of any partner hereto or of any member of the Combined User Group, the County will provide detailed information regarding administrative services that are proposed to be charged to and included in the LCCC annual budget for any year. Such detail shall include the number of hours anticipated for such services and the hourly cost to the County for such services. See, as a sample, Attachment B Annual Budget Report.

### **2. Maintenance & Support for Infrastructure**

The Radio Services Division staff provide the Maintenance & Support of the radio and communications infrastructure. This support is included in the annual budget through interfund rates.

### **3. Equipment Repair & Replacement for LCCC Equipment**

The LCCC will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the repair and replacement of equipment and facilities of the LCCC. Funding of the ER&R LCCC Equipment Fund is included in the annual budget and is calculated based upon inventory and replacement dates

provided by the Lewis County IT Department. See Attachment D for Equipment Amortization Schedule.

#### **4. Equipment Repair & Replacement for Infrastructure Equipment**

The Radio Services Administrator will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the replacement of the infrastructure, equipment, and facilities based upon a published amortization schedule of equipment. It is the intent of the parties that the cost of such services shall be included in the annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services.

It is the intention of Lewis County to maintain the communication infrastructure until a funding formula or agreement is made with the User Groups. (It is anticipated that infrastructure funding will be included no later than 2025.)

#### **5. Building and Equipment Fund**

Current facilities for the LCCC are dated and inadequate. Funding for building a new facility are not currently addressed within this ILA; however, partners are challenged to establish a plan to work toward this goal.

Funding of the Building and Equipment Fund shall be shared by the Partner Agencies listed in this agreement. In the event that a Partner Agency hereto should terminate and withdraw from this agreement in accordance with the Section XII - Partner Agency Withdrawals hereof, none of the funds paid by such partner into the building and equipment fund prior to the date of any termination notice shall be refunded; however, such Partner Agency shall not be required to make further payments to the building and equipment fund for the remainder of that calendar year until the effective date of termination.

#### **6. Fund Balance**

The Fund Balance provides the operational capital to continue operations until revenues have been received.

### **IX. ESTABLISHING AN ANNUAL BUDGET**

#### **(A) Annual Budget Preparation**

##### **1. Budget Committee**

A Budget Committee will be selected consisting of at least one (1) representative from each of the Partner Agency groups listed in Section IV. Identification of Partners of this Agreement.

**2. “Draft” LCCC Operating Budget**

At the direction of the 911 Director, the Manager shall develop a “Draft” annual operating budget of the LCCC. The budget period shall be on a calendar year basis, beginning on the first day in January of each year and ending on the thirty-first day of December. The budgetary process shall be in accordance with Lewis County budget timetables.

**3. “Preliminary” Budget**

The Budget Committee will work with the 911 Director to combine the LCCC “Draft” Budget and any other associated budget item (other categories), as well as costs for new services requested and approved into a “Preliminary” Budget to present to the Combined User Committee for their recommendations.

**4. Combined User Committee Review**

The 911 Director will present the Budget Committee’s recommended “Preliminary” Budget to the Combined User Committee for their input, resulting in the final “Preliminary” Budget to be presented to the County.

**5. Adjustments to the Combined User Agency Funding Formula**

The 911 Director may make a recommendation to the Combined User Committee, based on the annual cost sharing report, to make necessary changes to the Combined User Agency Funding Formula, Attachment C to this agreement.

**(B) Revenue**

Revenues from sources other than User fees shall be applied against the costs. These include the following:

- 911 Sales & Use Taxes
- Grants
- Other county department payments
- Other secondary User Groups (AMR-Medic One)

The difference between budgeted costs and these revenues shall determine the net amount to be paid by Partner Agencies.



Any excess of revenues from grants, "911 Sales & Use Taxes" and payments by partners hereto over expenditures in any budget (calendar) year shall be carried forward to the ensuing year's budget.

**(C) Expenses**

The partner agencies will be advised of any unexpected expenses that are anticipated to exceed the adopted budget. The Director will follow the current county budget amendment process in requesting funds to pay for the unexpected expenses. Subsequently, the following year(s) user rates would be adjusted to cover the unexpected expenses from the previous year(s).

**(D) Division of Costs**

The costs to be divided among the Partner Agencies hereto will eventually include the annual budgeted operation, maintenance, and building and equipment costs, including the building and equipment funds (set forth in the Communications Program Strategic Planning Cost-Sharing Timetable on page 17), after deducting any grants, "911 Sales & Use Taxes" and other revenues not constituting payments by parties hereto. See Attachment A, Fee Distribution Flowchart.

**(E) Biannual Budget**

It is the consensus of the partner agencies that it is desirable to eventually work toward having a minimum of a biannual budget for budget planning purposes. This is a goal to work toward as the fiscal structure develops.

## **X. COUNTY BUDGET PROCESS**

The annual budget shall be developed with involvement from the Combined User Committee, 911 Director, and various Lewis County Budget/Fiscal services. The three phases of budgeting include the following:

**(A) User Request:**

The Combined User Committee shall work with the 911 Director between March and April to establish the following:

- Gather preliminary requests
- Identify budget impacts and Combined User commitments
- Develop a final Preliminary Budget Request for submission

**(B) Budget Submission:**

- **June 1:**  
The 911 Director shall submit a total Preliminary LCCC budget to the Lewis County Budget Department.
- **July 1:**  
The 911 Director will submit the proposed fees to the contracting agencies for their budgeting processes. A copy of the fees will be sent to the agency representatives of the Combined Users Committee.

**(C) County Adoption:**

- **August 1 (approximately):**  
The Lewis County Budget Department will present the annual Preliminary Budget to the BOCC
- **September 1 (approximately):**  
BOCC conducts Budget Amendment Hearings
- **December 31 (on or before, in accordance with RCWs):**  
BOCC adopts the Final Budget

**(D) Budget Changes**

In the event that there are any program changes and/or User changes, or in the event of changes in the partners to this agreement necessitating budget changes, any supplemental budget shall go through the budget stages set forth herein and comply with all applicable Lewis County budget policies and local government budget laws and regulations.

**(E) Changes to Preliminary User Fees**

It may be necessary to make changes to the Preliminary User fees distributed in July due to unknown increases such as medical expenses, wages, and benefits increases not settled upon until later in the year.

**XI. BILLING PARTNER AGENCIES**

The estimated amount to be billed to each Partner Agency participating in the LCCC and receiving services of the LCCC for the ensuing calendar year shall be determined in accordance with this agreement and submitted to each member no later than October 1 of each year.

Each Partner Agency's average percentage of the total user fee, as identified in Attachment A – Funding Formula, will remain the same unless the 911 Director recommends recalculation of the formula based upon an actual or anticipated significant change. The recommendations could include an adjustment in the

percentage of the agencies' user fees. For example, a significant change would include, but not be limited to, a substantial annexation, population increase, or use of dedicated resources by one or more user agencies. Authority to modify the User Agency Funding Formula remains with the 911 Director with Combined User Committee review.

In the event that the annual budget of the LCCC should be changed by a supplemental budget because of increased expenditures or the addition of more partners to this agreement, the annual and quarterly payments required by each of the parties hereto shall be adjusted at the beginning of the next fiscal year.

Additional emergency service providers may be permitted to become partners to this agreement with the approval of the Combined User Committee and the 911 Director. If the joinder of additional partners is so permitted, applicable rates shall be negotiated. The remittance for the remainder of the current year shall be set aside as revenue to reduce fees to the existing Partner Agencies in the next year.

Lewis County shall invoice each partner hereto at the beginning of each quarter (3 months) for one-fourth of such partner's share of the LCCC budget as follows:

Quarter	Month
1 <sup>ST</sup> Quarter	January 1
2 <sup>nd</sup> Quarter	April 1
3 <sup>rd</sup> Quarter	July 1
4 <sup>th</sup> Quarter	October 1

The amount of such invoice shall be determined by dividing such partner's share of the LCCC's annual budget by four (4) separate payments. Payment of invoices shall be made within 30 days thereafter.

## **XII. Partner Agency Withdrawals - Procedures**

### **(A) Withdrawal of a Partner Agency Other Than the County**

#### **1. Required Notice to Withdraw From Agreement**

Upon giving a written notice thereof to all of the partners to this agreement prior to **June 1**, any of the parties hereto, except the County, may withdraw from this agreement at the end of any calendar year.

#### **2. Partner Agency Rights after Notice of Intent to Withdraw**

After **June 1**, and the giving of such notice, the withdrawing partner shall not be required to make further contributions to the building and equipment

fund, but shall make all other payments for the remainder of the year and until the effective date of such withdrawal.

In the event that the withdrawing partner has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, any and all costs associated with such removal shall be borne and paid by the withdrawing partner.

## **(B) Termination of Partner Agency**

### **1. Failure to Remit Fees or Repeated Policy Violations**

Termination of this service may result from major noncompliance of the adopted LCCC Policy, Procedures & Operations Manual, and/or failure to pay agreed upon rates. Termination may also result from failure to perform obligations under this Agreement.

The termination process is a three-step process that may be resolved at any step of the process:

- a. **911 Director:** 911 Director will initiate a fact finding on the non-compliant issue(s), provide a copy to the violating agency, and issue a written report with a recommendation.
- b. **Combined User Committee:** The 911 Director will present the facts and his recommendations to the Combined User Committee (CUC). The CUC will be provided an opportunity to discuss the matter and make their recommendation.
- c. **Lewis County BOCC:** The 911 Director will make a presentation to the Lewis County BOCC on the facts, his/her recommendation, and the recommendation of the Combined User Committee. The BOCC will make the final decision to terminate a Partner Agency.

### **2. Obligations and Rights upon Termination:**

Following termination, a Partner Agency that has been terminated shall be subject to the same obligations and entitled to the same rights as a withdrawing Partner Agency.

### **XIII. DISSOLUTION OF LCCC & ILA**

#### **County Withdrawal from Agreement**

In the event of the withdrawal by Lewis County, the LCCC shall be dissolved.

Upon giving 18 or more months' written notice hereof to all of the other partners to this agreement, the County may withdraw from this agreement at the end of a calendar year.

In the absence of a succeeding agreement among all of the other partners to this agreement at the time of such withdrawal which provides for collective operation of a communication center, all equipment, facilities and property of the LCCC shall be distributed to the original purchasing jurisdiction.

After giving such notice, and during the final 12 months immediately prior to the effective date of such withdrawal, the County shall not be required to make further contributions to the building and equipment fund, but shall make all other payments required by this agreement until the effective date of such withdrawal.

In the event that the County has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, that any and all costs associated with such removal shall be borne and paid by the County.

### **XIV. Confidentiality**

Partner Agencies shall have the right to continue monitoring 911 calls, subject to the requirements set forth in the hold harmless agreement adopted by Resolution No. 89-110 of the Lewis County Board of Commissioners dated April 6, 1989. Each party hereto, its employees, subcontractors, and their employees, shall maintain the confidentiality of all information provided by the Center or acquired by Partner Agencies in the performance of the Agreement, except upon the prior written consent of the parties or court order or a subpoena issued pursuant to the applicable court of administrator agency rule out of such court or agency having competent jurisdiction over the county or the user.

### **XV. MEDIATION and/or ARBITRATION**

Any controversy between the parties in regard to the application or interpretation of the Agreement may be submitted to and determined by mediation and/or arbitration in accordance with RCW Chapter 7.04 and RCW Chapter 7.07.

## **XVI. INDEMNIFICATION**

Lewis County shall indemnify and hold harmless the Partner Agencies, their employees and representatives from any and all claims and actions, including expenses, reasonable attorney's fees, and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the County's elected and appointed officials, employees, and volunteers as such acts relate to the delivery of communications services to the extent of liability coverage.

Partner Agencies shall indemnify and hold harmless the County, its elected and appointed officials, employees, and volunteers from any and all claims and actions, including expenses, reasonable attorney's fees, and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the employees or any other representatives of the Partner Agencies, as such acts relate to providing services which the partner agencies are obliged or expected to provide.

## **XVII. LIABILITY COVERAGE**

Liability coverage shall be provided by Lewis County and the Partner Agencies through self-insurance and commercial insurance policies, and provide as a minimum the usual protection of general liability, civil rights liability, auto and errors and omissions. Such coverage shall be based on a minimum of \$1,000,000 per occurrence. The expense of coverage for the Center shall be a part of the operating costs of the Center.

## **XVIII. NOTICE**

Except as set forth elsewhere in this Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Partner Agencies to the 911 Director. Notice to the Partner Agencies for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the United States mail, first class, postage prepaid.

## **XIX. SEVERABILITY**

If any term or condition of this contract or the application thereof to any person or persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, conditions, or application. To this end, the terms and conditions of this contract are declared severable.

## **XX. TERMINATION OF OTHER COMMUNICATION AGREEMENTS**

Upon the effective date of this Agreement, it is in place of, supersedes, and replaces any existing "Interlocal Agreement for Operation, Maintenance and Participation in the Lewis County Communications Center."

## **XXI. DURATION OF AGREEMENT**

This Agreement is for a six (6) month period beginning January 1, 2024, and ending June 30, 2024. It shall commence when executed by the BOCC and end on June 30, 2024. Provided, the CUC may approve an extension of the duration of this Agreement by six (6) months from June 30, 2024, to December 31, 2024, by a majority vote.

## **XXII. ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the partners. Any partner agency may request changes in the Agreement to the User Committee. Such amendments shall not be binding unless they are in writing, voted on with a majority approval, signed by personnel authorized to bind each of the Partner Agencies, and with final approval of alternations or amendments residing by resolution of the Lewis County BOCC.

## **XXIII. OWNERSHIP OF FACILITIES**

There are no facilities or properties to be acquired or purchased as a result of this agreement; provided, however, upon termination of this agreement, all equipment, facilities and property of the LCCC then owned by it, including any facilities or properties acquired from funds accumulated in the building and equipment fund, or otherwise, shall be divided among the partners hereto in the manner described hereof; provided, further, that in the event that there is an accumulation of unexpended funds upon the termination of this agreement, such funds shall be refunded or paid to the then partners hereto in a manner which is proportionate to their respective contributions thereto.

## **XXIV. FILING OF AGREEMENT**

This agreement shall be filed pursuant to the requirements of RCW 39.34.040.

## **XXV. EXECUTION IN COUNTERPARTS**

Lewis County shall execute the original of this agreement. Each other partner hereto shall sign a counterpart of the original of this agreement. The partners hereto intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all partners had signed one document.

**XXVI. TIME IS OF THE ESSENCE**

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

**XXVII. CONTRACT INTERPRETATION**

This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.

**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor \_\_\_\_\_ Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

Chairperson \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST:**

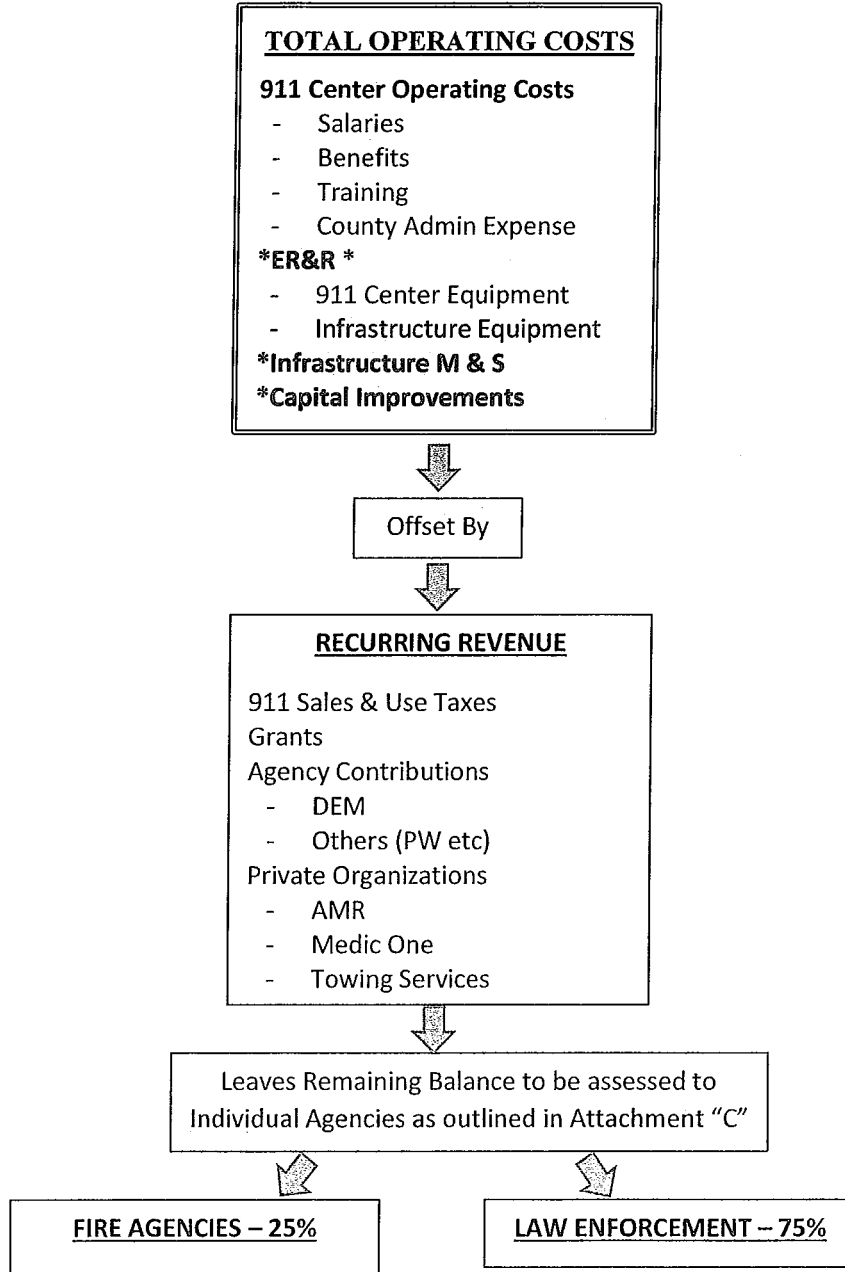
Clerk of the Board \_\_\_\_\_ Date: \_\_\_\_\_

<b>Lewis County Sheriff's Office</b> _____ Sheriff _____ Date _____	<b>Lewis County Coroner</b> _____ Coroner _____ Date _____
<b>Centralia, City of</b> _____ City Manager	<b>Chehalis, City of</b> _____ City Manager
<b>Napavine, City of</b> _____ Mayor	<b>Pe Ell, Town of</b> _____ Mayor
<b>Winlock, City of</b> _____ Mayor	<b>Vader, City of</b> _____ Mayor



<b>Toledo, City of</b> _____ Mayor	<b>Mossyrock, City of</b> _____ Mayor
<b>Morton, City of</b> _____ Mayor	<b>LCFD # 1 – Onalaska</b> _____ Commissioner
<b>LCFD # 2 – Toledo</b> _____ Commissioner	<b>LCFD # 3 – Mossyrock</b> _____ Commissioner
<b>LCFD # 4 – Morton</b> _____ Commissioner	<b>LCFD # 5 – Napavine</b> _____ Commissioner
<b>LCFD # 6 – Chehalis</b> _____ Commissioner	<b>LCFD # 8 – Salkum</b> _____ Commissioner
<b>LCFD # 9 – Mineral</b> _____ Commissioner	<b>LCFD # 10 – Packwood</b> _____ Commissioner
<b>LCFD # 11 – Pe Ell</b> _____ Commissioner	<b>LCFD # 13 – Curtis</b> _____ Commissioner
<b>LCFD # 14 – Randle</b> _____ Commissioner	<b>LCFD # 15 – Winlock</b> _____ Commissioner
<b>LCFD # 16 – Doty</b> _____ Commissioner	<b>LCFD # 17 – Ashford</b> _____ Commissioner
<b>LCFD # 18 – Glenoma</b> _____ Commissioner	<b>Cowlitz-Lewis Fire District 20 (Vader)</b> _____ Commissioner
<b>Riverside Fire Authority (RFA)</b> _____ Commissioner	<b>American Medical Response (AMR)</b> _____ Director
<b>Medic One (South County EMS)</b> _____ Director	

## Attachment A – COMMUNICATIONS FEE DISTRIBUTION



\* NOTE: To be established. While these costs are necessary to accurately determine the total communications systems operating budget, they are not currently part of the funding formula, nor shared by all partner agencies (currently paid by only Lewis County).

**Attachment B - Annual Budget Report 2012-2018**

**LEWIS COUNTY COMMUNICATIONS  
COMMUNICATIONS  
REVENUE AND EXPENDITURE DETAIL 2012-2018**

	2012	2013	2014	2015	2016	2017 Estimated	2018 Projected Budget
<b>Revenue</b>							
Taxes 31X.XX	728,826	715,089	847,476 <sup>1</sup>	716,366	715,893	747,452	713,000
Federal 334.XX (Grants)	31,316	42,990	39,125	85,962	38,272	21,399	23,000
FEMA-DOM	3,118	-	-	-	-	-	-
Other Misc.	11,762	2,032	9,012	1,204	1,654	2,732	8,700
AMR Contract	62,315	62,315	62,315	63,567	64,842	65,490	78,588
Other Intercounty users ( Coroner, DEM & PW)	14,544	14,688	15,057	15,207	15,968	16,020	17,621
<b>Actual Rates Charged to Law and Fire</b>	<b>1,320,891</b>	<b>1,334,101</b>	<b>1,348,565</b>	<b>1,361,584</b>	<b>1,429,663</b>	<b>1,576,457</b>	<b>1,734,103</b>
<b>Total Revenue</b>	<b>2,172,772</b>	<b>2,171,214</b>	<b>2,321,550</b>	<b>2,243,890</b>	<b>2,266,292</b>	<b>2,429,550</b>	<b>2,575,012</b>
<b>% Change Communication Revenue</b>		<b>0%</b>	<b>7%</b>	<b>-3%</b>	<b>1%</b>	<b>7%</b>	<b>6%</b>
<b>Expenditures</b>							
Salaries	1,320,396	1,344,939	1,420,770	1,341,563	1,397,596	1,335,543	1,363,751 <sup>2</sup>
Benefits	424,676	455,927	494,068	522,607	501,369	521,317	596,778 <sup>3</sup>
Workers Comp/General Liability	47,621	26,821	22,862	16,300	14,628	18,013	19,145
<b>Total Salary and Benefits</b>	<b>1,792,693</b>	<b>1,827,687</b>	<b>1,937,700</b>	<b>1,880,470</b>	<b>1,913,593</b>	<b>1,874,873</b>	<b>1,979,674</b>
Supplies	30,905	19,874	32,981	30,571	34,804	11,000	28,500
Contract Services/Rentals/Other	139,558	194,741	197,606	163,983	170,054	160,390	168,800
Intergovernmental (WS Patrol)	10,656	10,656	10,656	10,656	10,656	11,000	11,000
<b>Interfund Cost</b>							
Facilities Maintenance/ space cost/utilities	28,143	26,558	32,484	32,242	35,061	36,740	43,562
IT M&S and ER&R	133,709	126,336	136,041	148,557	150,806	230,672 <sup>4</sup>	211,256
Postage	2,242	2,213	2,637	2,848	2,912	4,208	3,111
Interfund Radios	59,605	57,434	52,696	47,330	41,799	146,153 <sup>5</sup>	138,377
Other Interfunds	899	2,829	1,020	-	6,627	6,400	2,000
<b>Interfund Professional Services-</b>							
Public Works GIS Services	30,000	30,000	30,000	30,000	30,000	30,000	30,000
CS Director portion of Salaries	28,000	28,000	28,000	28,000	***	***	*** <sup>6</sup>
Human Resources Services	10,894	10,367	10,720	10,763	9,104	9,629	9,817
Risk Management Services	8,475	8,351	8,857	7,704	5,027	9,422	9,335
<b>Total Interfund Cost</b>	<b>301,967</b>	<b>292,088</b>	<b>302,456</b>	<b>307,444</b>	<b>281,336</b>	<b>473,224</b>	<b>447,458</b>
<b>Capital Projects</b>							
Capital Revenue	-	-	-	-	-	337,404 <sup>7</sup>	-
Capital Purchase	-	5,623	-	1,540	375,657	-	-
<b>Total Capital Cost</b>	<b>-</b>	<b>5,623</b>	<b>-</b>	<b>1,540</b>	<b>38,253</b>	<b>-</b>	<b>-</b>
<b>Total Communications Operation Cost</b>	<b>2,275,779</b>	<b>2,350,668</b>	<b>2,481,400</b>	<b>2,394,664</b>	<b>2,448,696</b>	<b>2,530,487</b>	<b>2,635,432</b>
<b>% Change Communication operations Exp.</b>		<b>3%</b>	<b>6%</b>	<b>-3%</b>	<b>2%</b>	<b>3%</b>	<b>4%</b>

**Notes:**

- <sup>1</sup> In March of 2014 the state distributed an excess sales and use tax payment of \$154,400
- <sup>2</sup> Payroll figures do not include employees salary increase pending CBA
- <sup>3</sup> Increase in benefits includes a \$34K increase in medical insurance benefit and \$11K increase in retirement benefits
- <sup>4</sup> Spillman moved from salaries to Lewis County IT
- <sup>5</sup> Radio rates reviewed in 2016, adjusted to reflect actual expenses in 2017
- <sup>6</sup> Beginning in 2018, the Directors Salary was included in Communications payroll
- <sup>7</sup> 2016 Federal Revenue includes an equipment grant for telephone system equipment. The expense is reflected in Capital Projects

	2012	2013	2014	2015	2016	2017	2018
Use of Additional County Funds by Year	(103,007)	(179,454)	(159,849)	(150,774)	(182,404)	(100,937)	(60,420)
<b>Total Additional Use of County Funds 2012-2018</b>							<b>(936,844)</b>

This attachment is included only as a sample of prior budget items and should not be relied upon or construed to limit budget items.

## **Attachment C – Funding Formula**

The funding formula rates are used to establish each individual agency's percentage share of the discipline's net costs for the annual LCCC budget. During the calculation year, the previous three-year usage calculation will be applied to the projected (next year) budget figure to arrive at the fees charged.

To bring the current fees in line with the actual budget figures, the 2018 budget includes a previously agreed upon 10% increase (previously the revenue fund balance was used to retain user fees at a level below the actual budget costs). The budget for calendar years 2012-2016 is incorporated herein as Attachment B.

The ratio set forth in this section and the method of dividing costs between law enforcement and fire service shall not be modified nor changed in any manner, except by amendment of this agreement in the manner provide below.

### **USER FEE FORMULA**

#### **1. Law Enforcement (75%)**

The net costs of the law enforcement dispatch is 75% (seventy-five percent). Costs to be divided among law enforcement departments shall be divided by an average of usage over the previous three (3) years.

Calculation of usage shall be based upon:

- 45% based on calls for service to include vehicle stops and officer-initiated activities (metric calculated as the most current three (3) year average for each respective jurisdiction)
- 45% based on the number of funded commissioned FTE's for each jurisdiction, updated annually
- 10% based on the population for each jurisdiction, updated annually

#### **2. Fire Services (25%)**

The net costs for fire service dispatch is 25% (twenty-five percent), which shall be divided among fire services based upon an annual average of each district's usage from the previous three (3) year period (based on calls alone).

**Attachment D – Equipment Amortization Schedule**

To Be Completed After the  
Work Plan is Established

# **Attachment E – Forms**

**Incident Inquiry Form**

**Formal Complaint Form**

**Flowchart for Incident Inquiry & Formal Complaint Forms**

**Outstanding Performance Form**

**Lewis County Communications Center  
Annual Performance Appraisal Form**

# INCIDENT INQUIRY FORM

Used to identify equipment, personnel and procedure issues between 911 and user groups. Form must include: person submitting inquiry, agency, and contact information. For inquires on 911 issues, turn form into the 911 Manager. For inquires on Law, Fire and EMS issues, turn form into the appropriate liaison.

<b>Submission Date:</b> _____	<b>Incident Number/CAD Call ID:</b> _____
<b>Person Submitting:</b> _____	<b>Agency:</b> _____
	<b>Contact #:</b> _____

**Occurrence Date/Time:** \_\_\_\_\_

**1. EQUIPMENT**

**A. Transmission:**

- Dispatch unable to receive      Location: \_\_\_\_\_
- Poor Signal      Location: \_\_\_\_\_
- Other: \_\_\_\_\_

**B. Receiving:**

- Unit Unable to Receive      Location: \_\_\_\_\_
- Poor Signal      Location: \_\_\_\_\_
- Other: \_\_\_\_\_

**C. Paging:**

- No Alert Tones      Location: \_\_\_\_\_
- Poor Signal      Location: \_\_\_\_\_
- Other: \_\_\_\_\_

**2. DISPATCH ISSUE Dispatcher Name, if known:** \_\_\_\_\_

- Incorrect:       Address       Date       Time
- Poor Radio Discipline \_\_\_\_\_
- Not Answering Traffic \_\_\_\_\_
- Incorrect Use of Response Plan \_\_\_\_\_
- Traffic Not Logged Correctly \_\_\_\_\_
- Improper Radio Procedure \_\_\_\_\_
- Other: \_\_\_\_\_

**3. USER GROUP ISSUE Agency:** \_\_\_\_\_ **Personnel Name, if known:** \_\_\_\_\_

- Poor Radio Discipline \_\_\_\_\_
- Traffic Not Answered \_\_\_\_\_
- Improper Radio Procedure \_\_\_\_\_
- Other: \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Inquiry Reviewed by:</b> _____	Name	Date
<b>Response sent to submitting person/agency:</b> _____	Name	Date

Revised 9-20-17

**LEWIS COUNTY DEPARTMENT OF EMERGENCY SERVICES (DES)  
FORMAL COMPLAINT FORM**

*This form is to be completed by anyone outside the employment of the Department of Emergency Services who wishes to make a formal complaint of an Emergency Services employee.*

Today's Date: \_\_\_\_\_ Time: \_\_\_\_\_

Complainant's Name: \_\_\_\_\_  
Last First Middle

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

I am lodging a complaint against \_\_\_\_\_, who is employed at the Lewis County Department of Emergency Services. This is in regard to an incident that took place on the following date, time and location:

\_\_\_\_\_

Witnesses to this incident:

NAME	ADDRESS	TELEPHONE

The following is a brief description of the incident:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*"I will fill out a statement describing the nature of the complaint and attach it to this complaint form. I do want this complaint investigated by the Lewis County Department of Emergency Services."*

Complainant's Signature: \_\_\_\_\_

<b>For Internal Use Only:</b> Reviewed by: _____ <small style="margin-left: 100px;">Name/Title</small>	Action Taken: _____ <small style="margin-left: 100px;">Date</small>
--	--

Revised October 2017



## Incident Inquiry & Formal Complaint Flowcharts

All inquiries and formal complaints are intended to be worked out at the lowest level possible. When practical, issues should be worked out between supervisors, with employee involvement.

### Level 1 – Informal Issue (no paperwork):

Concern on how something occurred or was done. May be submitted by any of the following:

- Phone call
- In person contact
- Informal E-mail

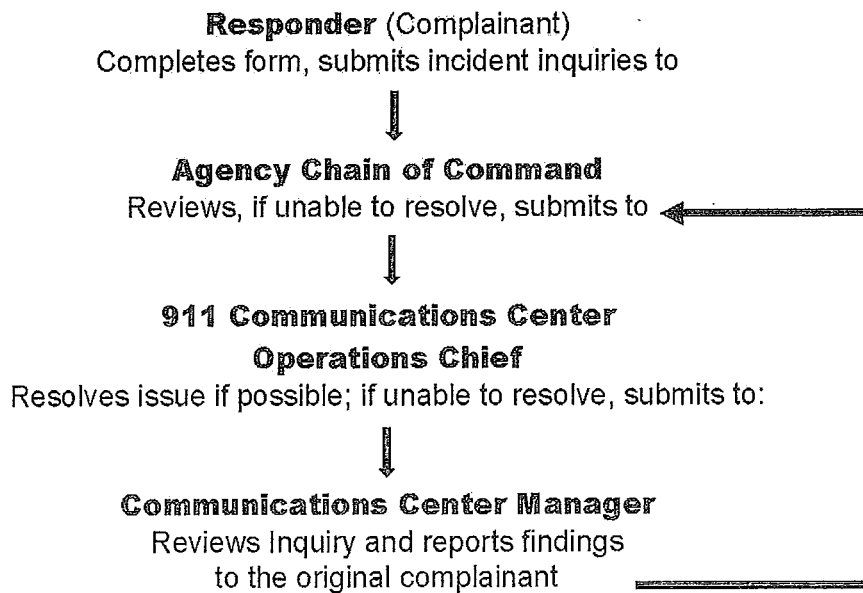
### Level 2 - Formal Incident Inquiry or Complaint Forms

(“Something needs to be done about this.”)

If resolution has not occurred at Level 1, item proceeds to the “Formal” written process by submission of either an “Incident Inquiry” or “Complaint” form. Forms must be completely filled in and signed. Written “Inquiries” and/or “Complaints” are routed through the following process that concludes with a report back to the original complainant on the formal form submitted:

---

## Formal Process – Level 2



## Outstanding Performance Recognition - Form

Outstanding Performance is recognized for an individual(s) in one of these categories:

- Communication Center Employee     
  Partner Agency Employee

**Employee's Information** (if more than one, attach additional page, or list on back):

Name: \_\_\_\_\_  
 Department/Agency: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**This person is being acknowledged in the following areas:**

<input type="checkbox"/>	Quality/accuracy of work	<input type="checkbox"/>	Ability to work as part of a team
<input type="checkbox"/>	Dependability	<input type="checkbox"/>	Compliance with established procedures/policies
<input type="checkbox"/>	Communication Skills	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	Other, Explain briefly		

In a simple essay form, write statements to include why you feel the person acknowledged should receive recognition for an "Outstanding Performance." If incident specific, please indicate date and time of occurrence below.

**Incident #:** \_\_\_\_\_ **Date/Time:** \_\_\_\_\_

**Nominator's Information:**

Name: \_\_\_\_\_  
 Department/Agency: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For additional information about the recognition, contact: \_\_\_\_\_

**Return completed form to:**  
 Communications Center Manager Historic Courthouse, 351 NW North Street, Chehalis, WA 98532

**Submittal Process:**

Any Partner Agency member or Department of Emergency Services (DES) employee may submit an "Outstanding Performance Recognition" form to the Director of Emergency Services to recognize outstanding performance by a Partner Agency member or Department of Emergency Services employee for performance *beyond their regular job duties*.

Recipients of Outstanding Performance Recognition certificates exhibit the abilities to quickly problem solve; excel in a teamwork environment; promote the Department mission, vision, ethical values; and consistently perform their public service duties to the highest standards.

Any staff member may be acknowledged for outstanding performance, regardless of length of service.

The application submitted must identify the reason why the employee's actions merit the award and how it meets the qualification to be *beyond their regular job duties*. Any letters or memoranda supporting the nomination may be attached to the form.

The Director of Emergency Services, or the nominee's Partner Agency lead, will review the merits of the nomination and make the determination if the recognition should be made.

For 911 Employees, a copy of the "Outstanding Performance Recognition" certificate will be placed in the employee file and/or sent to the employee's agency administration, as appropriate.

**Lewis County Communications Center**  
**Annual Performance Appraisal Form**

The purpose of this annual appraisal is to provide an annual opportunity for partner agencies to assist in identifying what has been working well and provide early identification of anything that needs improvement.

**Person/Agency Completing Report:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Section I - Please rate the following services:**

NS = Not Satisfactory    S = Satisfactory    HS = Highly Satisfactory

Service	NS	S	HS
Call receiving/dispatching			
Inquiries – speed and accuracy			
Interoperability of Equipment			

**Section II – List three items that went well this past year.**

- 1.
- 2.
- 3.

**Section III – List three things that could be improved this next year:**

- 1.
- 2.
- 3.

**Section IV - List any training/suggestions for overall improvements that would make processes run more smoothly:**

- 1.
- 2.
- 3.

**Attachment F**  
**COMMUNICATIONS USER GROUP**  
**MEETING AGENDA - Draft**

- I. **Call to Order**
- II. **Introductions**
- III. **Approval of the minutes from the last meeting**
- IV. **Reports**
  - A. Fire - EMS Reports
  - B. Law Reports
  - C. Combined User Group Reports
  - D. 911 Communications Center Report
    - 1. Budget Status
    - 2. Improvements
    - 3. Projects
    - 4. New Policies
    - 5. State 911/Advisory Committee
- V. **New Business**
- VI. **Good of the Order**
- VII. **Adjournment**

**Attachment G –  
Intentionally Omitted**

## Attachment H - Acronyms and Definitions

<b>Administrative Services</b>	Services provided by Lewis County. Includes but not limited to facility, personal services, maintenance, legal services, networking series, risk management and financial services.
<b>BOCC</b>	Lewis County Board of County Commissioners.
<b>Combined User Committee</b>	Committee representing an equal number of emergency service provider's representatives appointed by the user agencies representing Fire, Law, and the Communications Center. Duties include making recommendations to the 911 Director regarding developing dispatching procedures and SOPs, reviewing budgets, and developing policies.
<b>Communications Center Administrative Assistant</b>	Provides secretarial services to the Combined User Committee, as directed by the 911 Director.
<b>Communications Center operating costs</b>	Currently includes staff salaries, benefits, training, and annual expenses to operate the dispatch center.
<b>County Administrative Expenses</b>	<p>Lewis County shall provide administrative &amp; contract services to the LCCC as required. Such services include, but are not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Facility space to house the LCCC</li> <li>• Personnel/employee services</li> <li>• Maintenance of the facility and systems</li> <li>• Legal Services</li> <li>• Networking Services</li> <li>• Risk Management</li> <li>• Human Resources</li> <li>• Financial Services</li> <li>• Contract Services</li> </ul> <p>It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.</p>
<b>Communications Systems</b>	The Lewis County communications systems include both the 911 Communications Center (Dispatch) and the external infrastructure that provides the communications connection between dispatching and the response communities.

<b>Director (911)</b>	Director of the Department of Emergency Services, appointed by the BOCC. Establishes policies and budgets, with review by the Combined User Committee, for the Communications Center.
<b>Formal Complaint Form</b>	Form used by anyone outside the employment of the 911 Department who wishes to make a formal complaint about an employee of the 911 Department.
<b>Discipline Field Manuals</b>	Lewis County Communications Center Policy, Procedures & Operations Manual: specific sections by discipline as follows: 601-700 Law Enforcement Operations 701-800 Fire District Operations 801-900 EMS Operations
<b>Incident Inquiry Form</b>	Form to be used to identify equipment, personnel, and procedural issues between 911 Center and the User partners. May be initiated by either partner.
<b>ILA</b>	Interlocal Agreement
<b>LCC</b>	Lewis County Communications
<b>LCCC</b>	Lewis County Communications Center
<b>LCC Policy, Procedures and Operations Manual</b>	Guiding document addressing policy, procedure, and operations governing all Lewis County partners participating in the Lewis County Communications program.
<b>Partner Agency</b>	Signatory agencies in the Interlocal Agreement (ILA) for Lewis County Communications, including Lewis County, municipalities, Law Enforcement, Fire Services and Emergency Medical Services entities.
<b>Revenue</b>	All sources of income, except User fees to include: grants, 911 taxes, and other miscellaneous payments.
<b>SOP</b>	Standard Operating Procedures
<b>User Agency Funding Formula</b>	Formula used to establish user costs based on the LCCC intending to be self-sufficient. Users pay their proportionate share of the total annual costs for maintenance, operation, and repair costs after any revenue has been applied.



## Attachment I – Lewis County Government Radio Sites

Site	Location	Description
1. Cooks Hill	Centralia Area off Cooks Hill RFA station 5	<ul style="list-style-type: none"> <li>• RFA Prime simulcast site</li> <li>• Fire F1 Cooks can B/U Crego fire if needed</li> <li>• REDNET west</li> <li>• Main dispatch tie in for RFA</li> <li>• FRA B/U repeater west</li> <li>• Microwave to Seminary Hill (4.6 GHz licensed)</li> </ul>
2. Davis Hill	North Centralia off Roanoke at Centralia water reservoir	<ul style="list-style-type: none"> <li>• Centralia 3 for Centralia PD</li> <li>• City PD Davis voted receiver</li> <li>• S/O Davis voted receiver</li> </ul>
3. Chehalis Ridge	JE of N National Ave and Chamber of Commerce Wy	<ul style="list-style-type: none"> <li>• City PD prime site</li> <li>• Main dispatch tie in for City PD</li> <li>• Voter controlled base station</li> <li>• Microwave to Old Courthouse (2.4 GHz spread spectrum unlicensed)</li> </ul>
4. Brockway	Chehalis are on Brockway Rd and Smokey Lane	<ul style="list-style-type: none"> <li>• Chehalis 3 for Chehalis PD (city owned)</li> </ul>
5. Seminary Hill	Centralia area on Seminary Hill Rd	<ul style="list-style-type: none"> <li>• FRA Seminary voted receiver</li> <li>• City PD Seminary voted receiver</li> <li>• Microwave to Cooks Hill (4.9 GHz licensed)</li> </ul>
6. Historic Courthouse	Chehalis on Main Street	<ul style="list-style-type: none"> <li>• Dispatch center and main hub</li> <li>• E911 main answering point</li> <li>• ECW phone system</li> <li>• Motorola MCC7100 K core Radio control</li> <li>• Lewis County P/W Control station</li> <li>• LCSO Courthouse control station (voted)</li> <li>• City PD B/U</li> <li>• RFA B/U and RFA B/U repeater control station</li> <li>• Auxiliary Base station                             <ul style="list-style-type: none"> <li>○ REDNET</li> <li>○ LERN</li> <li>○ S/O West</li> <li>○ Fire F1</li> <li>○ HEAR</li> <li>○ DEM W</li> </ul> </li> <li>• Fire monitor (recording purposes only)</li> <li>• WSP receiver</li> <li>• NAWAS and EAS</li> <li>• Receiver voting eqpt for LCSO, Fire F1, P/W, DEM</li> <li>• Microwave to Summit Hill (2.4 GHz spread spectrum)</li> <li>• Cabled tie in to law and Justice Center</li> <li>• CEMNET low band to State EMD (911 Department)</li> <li>• Emergency Operations Center</li> </ul>
7. Law and Justice	Chehalis on Main Street	<ul style="list-style-type: none"> <li>• Microwave to Crego Hill (6 GHz licensed)</li> <li>• Cabled tie in to Old Courthouse</li> <li>• Radio Amateur Civil Emergency Services eqpt.</li> </ul>
8. Lewis County Public Works	Chehalis off Kresky Ave	<ul style="list-style-type: none"> <li>• Cabled tie-in of desk remotes to P/W control station at Historic Courthouse</li> </ul>
9. Crego Hill	SW of Chehalis in hills overlooking Adna	<ul style="list-style-type: none"> <li>• Microwave to Law &amp; Justice Ctr and Crawford Peak in Thurston Co (6 GHz licensed)</li> <li>• Microwave to Dog Mountain (6 GHz licensed)</li> <li>• Fire F1 Crego transceiver (voted)</li> <li>• P/W west repeater</li> <li>• LCSO Crego Control station (voted)</li> </ul>

Site	Location	Description
		<ul style="list-style-type: none"> <li>FRA Crego (microwave and simulcast repeater for RFA) (RFA owned)</li> <li>VTAC 11 West transceiver</li> </ul>
10. Baw Faw	SW of Chehalis in hills overlooking Boistfort	<ul style="list-style-type: none"> <li>LCSO west repeater</li> <li>DEM west repeater</li> </ul>
11. Area 2 Shop	Spooner Rd & US 6	<ul style="list-style-type: none"> <li>DEM control station</li> </ul>
12. Toledo Airport	Jackson Highway	<ul style="list-style-type: none"> <li>Fire F1 voted receiver</li> <li>REDNET south transceiver</li> <li>Public Works voted receiver</li> <li>DEM voted receiver</li> <li>4.9 GHz licensed Microwave to Hopkins</li> </ul>
13. Onalaska	Onalaska Fire Station 2	<ul style="list-style-type: none"> <li>Fire F1 Onalaska voted receiver (Centurylink/TDS)</li> </ul>
14. Democrat Hill	NE of Salkum on Schoen Rd	<ul style="list-style-type: none"> <li>Fire F1 Democrat transceiver (voted receiver on TELCO wireline CenturyLink/TDS)</li> </ul>
15. Hopkins Hill	WNW of Morton off Short Rd	<ul style="list-style-type: none"> <li>P/W East repeater</li> <li>Fire F1 transceiver</li> <li>DEM voted receiver</li> <li>LCSO voted receiver</li> <li>Microwave to Toledo (4.9 GHz licensed)</li> <li>WSDOT microwave to Dog Mt. (11 GHz licensed)</li> </ul>
16. Dog Mountain	Due South of Glenoma in hills	<ul style="list-style-type: none"> <li>Microwave to Crego Hill (6 GHz licensed)</li> <li>Microwave to Bennett Rd (5.8 GHz spread spectrum unlicensed)</li> <li>LCSO Dog voted receiver</li> <li>Fire F1 Dog transceiver (voted)</li> <li>East Fire Randle/LGS link control station</li> <li>East Fire Packwood B/U control station</li> <li>WSDOT microwave to Hopkins Hill (11 GHz licensed)</li> </ul>
17. Storm King	South of Mineral in the mountains	<ul style="list-style-type: none"> <li>LCSO Storm King repeater</li> <li>Storm King 9/17 fire repeater</li> <li>Solar only site</li> </ul>
18. Burley Mountain	SSE of Randle in the mountains above Cispus	<ul style="list-style-type: none"> <li>LCSO East repeater</li> <li>DEM East repeater</li> <li>Solar only site</li> </ul>
19. LCFD #14	Highway 12 Randle	<ul style="list-style-type: none"> <li>E Fire Randle repeater</li> <li>LGS Link repeater</li> </ul>
20. Bennett Rd	Mile Post 124 on US 12 between Randle and Packwood	<ul style="list-style-type: none"> <li>Microwave to Dog Mt. (5.8 GHz spread spectrum unlicensed)</li> <li>Microwave to Packwood (2.4 GHz spread spectrum unlicensed)</li> <li>Public Works Bennett voted receiver</li> <li>DEM Bennett voted receiver</li> <li>REDNET East transceiver</li> <li>VTAC 11 East transceiver</li> </ul>
21. Packwood	At the WWPPS surge tank above Packwood	<ul style="list-style-type: none"> <li>E Fire Packwood repeater</li> <li>Microwave to Bennett Rd (2.4 GHz spread spectrum unlicensed)</li> <li>LCSO Packwood voted receiver</li> </ul>
22. Lewis County Jail	Chehalis on Chehalis Ave.	<ul style="list-style-type: none"> <li>Lewis County Jail repeater (MOTOTRBO)</li> </ul>

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 24-022

**BOCC Meeting Date:** Jan. 16, 2024

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications

**Contact:** Jennifer Libby-Jones

**Phone:** 360-740-3394

**Department:** COMM - 911

## **Description:**

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications.

## **Approvals:**

## **Publication Requirements:**

### **Publications:**

**User**

**Status**

PA's Office

Approved

## **Additional Copies:**

## **Cover Letter To:**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

RESOLUTION NO. 24-022

APPROVE AN INTERLOCAL AGREEMENT  
BETWEEN LEWIS COUNTY AND PUBLIC SAFETY  
PARTNER ENTITIES FOR THE OPERATION,  
MAINTENANCE AND PARTICIPATION IN LEWIS  
COUNTY 911 COMMUNICATIONS

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Lewis County provides 911 and dispatching services to all public safety entities within the County under an Interlocal Agreement; and

**WHEREAS**, the parties, Lewis County and its partner agencies, have been operating under the the ILA since January 1, 2018, and terminated December 31, 2023, and have requested to extend that ILA to June 30, 2024; and

**WHEREAS**, this extension will ensure continued cooperation between all parties while efforts are being undertaken to draft a new agreement.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Interlocal Agreement and hereby authorizes the Chair of the Board of County Commissioners to sign the same on behalf of the County

DONE IN OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

David Bailey  
By: David Bailey,  
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer  
Scott J. Brummer, Chair

ATTEST:

Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC,  
Clerk of the Lewis County Board of  
County Commissioners

Sean D. Swope  
Sean D. Swope, Commissioner



***STATE ROUTE 505***  
***SPEED LIMIT REDUCTION***  
***COMMUNICATION***

## Winlock City Clerk

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**From:** Bass, Dylan <BassD@wsdot.wa.gov>  
**Sent:** Tuesday, January 16, 2024 3:39 PM  
**To:** Brandon Svenson  
**Cc:** Winlock City Clerk; Robert Webster; Kenny Simpson  
**Subject:** RE: SR 505 Speed Limit Letter  
**Attachments:** City of Winlock\_Speed Limit Letter\_1.3.2024.pdf

Hello Mayor Svenson,

This email is to confirm receipt of your letter dated January 3, 2024 regarding the City of Winlock's request to reduce the posted speed limit on State Route 505 within city limits. Region staff are reviewing your request and are working to prepare a formal response.

If you have any questions in the meantime, please let me know.

Sincerely,

**Dylan Bass** | SWR Planning Engineer

Pronouns: He/Him/His

11018 NE 51<sup>st</sup> Circle

Vancouver, WA 98682-6686

Cell: (360) 831-5829 | Desk: (360) 905-2052

[BassD@wsdot.wa.gov](mailto:BassD@wsdot.wa.gov)



**Washington State  
Department of Transportation**



# City of Winlock

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323 N.E. First Street/PO Box 777  
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[cityclerk@cityofwinlock.com](mailto:cityclerk@cityofwinlock.com)  
[www.cityofwinlock.com](http://www.cityofwinlock.com)

January 3, 2024

Dylan Bass  
WSDOT Southwest Region  
11018 NE 51<sup>st</sup> Circle  
Vancouver, WA 98682-6686

Ref: State Route 505 in Winlock, WA Speed Limit

Dear Mr. Bass:

The City of Winlock has experienced in the past couple of years a significant increase in housing developments along the State Route 505 corridor, with more to come. This has added to congestion and an increased traffic flow throughout the traveled area.

In addition, on October 1, 2023, the City of Winlock annexed an additional 1,355 acres of property in its Urban Growth Area (UGA) that also encompasses State Route 505, Milepost 0 to 2.7 out to I-5. Consistency of speed limits on the State Route is essential for the safety of all users, whether vehicular, pedestrian, or multi-modal; and evidence demonstrates that a slight reduction in speed results in significant safety gains.

We are requesting that the following changes be made to the speed limits and signage:

- 1) State Route 505 between Milepost 1.3 and Milepost 2.7, where the maximum speed limit shall be reduced to (40) MPH (currently 50 MPH).
- 2) Between Milepost 0 to Milepost 1.3, where the maximum speed limit shall be (25) MPH.

Due to public outcry and concerns voiced by citizens, the City Council approved on October 23, 2023, the speed reduction as noted, pending your approval.

*"This institution is an equal opportunity provider, and employer."*



We hope that you will join us in being proactive to enact these changes to help avoid any disastrous situations along that stretch of roadway. I look forward to hearing from you. I can be reached at 360-520-3606 or [mayor@cityofwinlock.com](mailto:mayor@cityofwinlock.com).

Sincerely,

A handwritten signature in black ink, appearing to be 'Brandon Svenson', written over a horizontal line.

Brandon Svenson  
Mayor

cc: Robert Webster, Community Development Director  
Kenny Simpson, Public Works Superintendent