

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

**IN THE MATTER OF:**

RESOLUTION NO. 25-139

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

**WHEREAS**, current public safety communications systems, including public safety answering point (PSAP) facilities and radio system infrastructure, require updating and new technologies to meet future demands; and

**WHEREAS**, the residents of Lewis County would benefit both in terms of efficiency and economy from a communications system consolidated into a joint undertaking for the purpose of providing public safety communication services to Lewis County and the cities and fire protection jurisdictions within Lewis County; and

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

**WHEREAS**, a new Emergency Communications joint undertaking to be referred to as Lewis County 911 will provide consolidated communications services currently performed by Lewis County 911 Communications; and

**WHEREAS**, it is the intent that, where appropriate, Lewis County 911, as governed by a joint board made up of the participating law and fire agencies within the county, will be the successor and assign to existing Lewis County 911 Communications obligations and agreements; and

**WHEREAS**, other governmental entities considering participation in the interlocal agreement include the cities of Centralia, Chehalis, Napavine, Winlock, Vader, Toledo, Mossyrock and Morton; the Town of Pe Ell; Lewis County Fire Districts 1 (Onalaska), 2 (Toledo), 3 (Mossyrock), 4 (Morton), 5 (Napavine), 6 (Chehalis), 8 (Salkum), 9 (Mineral), 10 (Packwood), 11 (Pe Ell), 13 (Curtis), 14 (Randle), 15 (Winlock), 16 (Doty), 17 (Ashford) and 18 (Glenoma); Cowlitz-Lewis Fire District 20; and Riverside Fire Authority; and

**WHEREAS**, this agreement was previously approved via Resolution 24-434 but further changes were requested by Parties. This ILA will supersede the previously approved agreement.



**NOW THEREFORE BE IT RESOLVED** that Lewis County hereby agrees to enter into an interlocal agreement to create the Lewis County 911 joint board to govern a new Emergency Communications joint undertaking, which will be referred to as Lewis County 911 and which will provide consolidated emergency communications services; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that Lewis County shall act as the Administering Agency for Lewis County 911 and serve as the fiscal agent; and

**NOW THEREFORE BE IT FURTHER RESOLVED** upon approval and signing by all Parties, this agreement will be fully executed; and

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

DONE IN OPEN SESSION this 13th day of May, 2025.

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:



Absent  
Lindsey R. Pollock, DVM, Vice Chair

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

Sean D. Swope  
Sean D. Swope, Commissioner

## Interlocal Agreement LEWIS COUNTY 911

Effective Date:

This Interlocal Agreement ("**Agreement**") is entered into by and between Lewis County, the cities of Centralia, Chehalis, Napavine, Winlock, Vader, Toledo, Mossyrock, and Morton, the Town of Pe Ell, Lewis County Fire Districts 1- Onalaska, 2 – Toledo, 3 – Mossyrock, 4 – Morton, 5 – Napavine, 6 – Chehalis, 8 – Salkum, 9 – Mineral, 10 – Packwood, 11 – Pe Ell, 13 – Curtis, 14 – Randle, 15 – Winlock, 16 – Doty, 17 – Ashford, 18 – Glenoma, Cowlitz-Lewis Fire District 20, and Riverside Fire Authority, each municipal corporations and political subdivisions of the State of Washington (individually, a "**Party**" and collectively, the "**Parties**"). This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as LEWIS COUNTY 911. This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the governing body of each jurisdiction, as shown by the signature pages attached hereto.

WHEREAS, current public safety communications systems, including public safety answering point (PSAP) facilities and radio system infrastructure, require updating and new technologies to meet future demands; and

WHEREAS, the Parties and the residents of Lewis County would benefit both in terms of efficiency and economy from a communications system consolidated into a single agency for the purpose of providing public safety communication services to Lewis County and the cities, towns, and fire protection jurisdictions within Lewis County; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

WHEREAS, a new Emergency Communications joint undertaking to be referred to as LEWIS COUNTY 911 will provide consolidated communications services currently performed by Lewis County 911 Communications; and

WHEREAS, it is the intent that, where appropriate, LEWIS COUNTY 911 will be the successor and assign to existing Lewis County 911 Communications obligations and agreements;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are as follows:

- a. Administering Agency (AA) – Lewis County will provide administrative support and fiscal services on behalf of LEWIS COUNTY 911 as the Administering Agency. The Administering Agency will be the fiscal agent for LEWIS COUNTY 911 in accordance with the requirements of chapter 39.34 RCW. Lewis County will continue to be the Employer of all employees of Lewis County 911 during the term of this agreement. Lewis County



will continue to own all assets and property used for the performance of Lewis County 911 during the term of this agreement.

- b. Executive Board - The governing board for LEWIS COUNTY 911 is comprised of agents appointed by the Parties as provided herein, who will act on behalf of all Parties and as may be in the best interest of LEWIS COUNTY 911 in order to carry out the purposes of this Agreement. All policy decisions of Lewis County 911 shall be made by the Executive Board.
  - c. Operations Board –A board comprised of members as provided herein who represent the operations divisions of their respective agencies. This board provides operational suggestions to the Executive Director and advises the Executive Board on operational matters.
  - d. Funds – Any fund established by the Administering Agency as the fiscal agent, with said Funds being, in all respects, segregated from the general funds of the Administering Agency.
  - e. Operating Fund of LEWIS COUNTY 911– A fund or account held by the Administering Agency for the receipt of taxes and other revenues, including contributions from the Parties and other private or public entities for the purpose of paying for the operations of and supporting the LEWIS COUNTY 911 annual budget per RCW 39.34.030 (4) (b).
  - f. Executive Director – The chief executive officer for LEWIS COUNTY 911 responsible for LEWIS COUNTY 911 administration, operations, budget and other matters as dictated by this agreement and the Executive Board. Lewis County’s current 911 Department Director shall be the Executive Director at the commencement of this agreement.
  - g. Staff – The full-time and part-time personnel hired or assigned by the Administering Agency with the responsibility of carrying out LEWIS COUNTY 911 operations.
  - h. LEWIS COUNTY 911—the joint undertaking created in conformance with RCW 39.34.030 (4), pursuant to this agreement
  - i. LEWIS COUNTY 911 Equipment—equipment that is focused on the specific tools and technology used within the LEWIS COUNTY 911 communications center itself.
  - j. Infrastructure Equipment—refers to the broader communication infrastructure that supports the operations across the entire communications network of member agencies.
2. PURPOSE AND TERM. The purpose of this interlocal agreement is to define a general scope of services, develop a concept of operations, identify participating agencies (Parties) to include their duties, roles, responsibilities, and authorities, and outline the financial and budget process. The Agreement 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. The term of this agreement is three years, commencing on January 1, 2025, **provided** that the agreement may be extended for additional three-year terms if the Parties are not ready to proceed with a more permanent interlocal agreement, at the end of any extension year.



3. SCOPE OF AGREEMENT. The Parties acknowledge it is essential to work together regularly and encourage a spirit of open communication in an effort to develop an emergency communications system that takes into consideration the needs of the community, the needs of all participating agencies, and the financial interests of the group as a whole.

This Agreement outlines the LEWIS COUNTY 911 and infrastructure partnerships, management structure, roles and responsibilities, policies, operating plan, and budget and formulas for establishing user fees.

4. STRUCTURE; CREATION OF A JOINT BOARD. By executing this Agreement, the Parties do not establish a separate legal entity nor administrative agency but instead agree to a joint undertaking known as LEWIS COUNTY 911 and agree to create a joint board to be responsible to administer and govern LEWIS COUNTY 911 pursuant to RCW 39.34.030(4) ("Executive Board"). The Executive Board will be composed of members as provided in Section 5 of this Agreement. The Executive Board will act on behalf of all Parties in the best interest of LEWIS COUNTY 911 in order to carry out the purposes of this Agreement. LEWIS COUNTY 911 is not authorized to own assets nor does LEWIS COUNTY 911 constitute an employer.

5. EXECUTIVE BOARD.

- a. Membership. LEWIS COUNTY 911 will be governed by an Executive Board composed as follows: one Lewis County Commissioner to be selected from time to time by the Lewis County Board of County Commissioners, the Elected County Sheriff, the Centralia Mayor/City Councilor or designee, the Chehalis Mayor/City Councilor or designee, a representative appointed by the Lewis County Fire Commissioners Association, a representative appointed by the Lewis County Fire Chiefs Association, and a rotating Police Chief of either of the cities of Chehalis or Centralia, for a total board not to exceed seven members. Members of the Executive Board shall be appointed yearly by Parties prior to December 31<sup>st</sup> annually and terms will run from January 1<sup>st</sup> to December 31<sup>st</sup> of the following year.
- b. All Executive Board meetings shall be public meetings. Party representatives are encouraged to attend to provide input on agenda items to the Board. Chair. A Chair of the Executive Board is hereby created. The Chair of the Executive Board will (1) be elected by the members of the Executive Board from the Executive Board membership; (2) will preside over all meetings of the Executive Board; and (3) will, in the absence of an Executive Director, process issues, organize meetings, and provide for administrative support as required by the Executive Board, or delegate those responsibilities to appropriate Staff. The Chair will serve a one-year term but may be re-elected by the Executive Board for one additional year.

- c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence or inability to serve and shall have full voting rights. Notice of the designation must be provided to the Chair of the Executive Board within a reasonable time
- d. Powers. The Executive Board will have the power to:
  - i. Manage and govern LEWIS COUNTY 911.
  - ii. Develop and approve an annual budget and annual work plan for LEWIS COUNTY 911;
  - iii. Adopt policies and procedures for the administration of LEWIS COUNTY 911 and for the conduct of meetings;
  - iv. Establish policies for the expenditure of LEWIS COUNTY 911 budgeted items;
  - v. Designate a fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of LEWIS COUNTY 911" ("LEWIS COUNTY 911 Fund"), within which Fund may be established various accounts and subaccounts.
  - vi. Hold regular meetings on those dates and at those places as the Executive Board may designate by written resolution;
  - vii. Direct the Administering Agency to enter into contracts and agreements for the provision of personnel and other necessary services to LEWIS COUNTY 911, including but not limited to accounting services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements, or other legal documents necessary with public and private entities or persons for LEWIS COUNTY 911 to carry out its purposes. Execution of any contracts on behalf of LEWIS COUNTY 911 must be approved by the Executive Board and then sent to the governing board of the Administering Agency for approval and execution;
  - viii. Establish the responsibilities of the LEWIS COUNTY 911 Executive Director, by developing a job description, collaborate with the Administering Agency in the hiring process, provide performance reviews for that position, and direct and oversee the activities of the LEWIS COUNTY 911 Executive Director in collaboration with the Administering Agency;
  - ix. Assist with acquiring grants and other funds on behalf of LEWIS COUNTY 911 and direct the Administering Agency to enter into contracts or other agreements with the appropriate agency or agencies for the use of those funds to carry out the purposes of this Agreement; and
  - x. Take whatever other action is necessary to carry out the purposes of this Agreement.



6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of LEWIS COUNTY 911 over all matters within the scope of this Agreement **provided** that the Administering Agency shall perform its administrative functions without direct oversight by the Executive Board. The Executive Board may delegate responsibility for general oversight and day-to-day supervision of the operations of LEWIS COUNTY 911 to the Executive Director. The LEWIS COUNTY 911 Executive Director will submit quarterly budget performance and progress reports on the status of the communications center to the Executive Board and the governing body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Administering Agency will provide administrative support services on behalf of LEWIS COUNTY 911. The Administering Agency will be the fiscal agent for LEWIS COUNTY 911 in accordance with the requirements of chapter 39.34 RCW.

Any Party providing personnel to LEWIS COUNTY 911 will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting LEWIS COUNTY 911 to provide the services authorized in this Agreement.

As the Administering Agency, Lewis County shall provide comprehensive administrative and fiscal support to the Executive Board. This includes assigning specific duties to various county departments as follows:

- A. **Administrative:** Lewis County is authorized to enter into contracts and agreements as directed by the Executive Board on behalf of the Executive Board. Such contracts or agreements shall be consistent with all applicable County policies and procedures, including purchasing policies. Lewis County will also provide risk management services.
- B. **Finance.** Lewis County is authorized to serve as the fiscal agent for LEWIS COUNTY 911, including printing and administering budgets, tracking revenue receipts and expenditures, and processing payments, claims, vouchers and payroll, and making appropriate reporting to and filings with governmental and taxing agencies.
- C. **Human Resources.** The County is authorized to provide human resources related services for LEWIS COUNTY 911, including recruitment of new employees to serve LEWIS COUNTY 911, payroll, processing, creating and maintaining appropriate employment records, and other employee matters as directed by the Chair. Lewis County's personnel policies will apply to Lewis County's employees who provide service to LEWIS COUNTY 911.

- D. **Insurance.** The County, through its Human Resources Department, shall also administer the health and medical insurance programs of the LEWIS COUNTY 911 employees, and, in conjunction with other departments of the County, shall oversee liability insurance coverage, and shall act as risk manager, with liability insurance coverage being provided through the Washington Counties Risk Pool.
- E. **Legal Services.** The County, through the Prosecuting Attorney's Office, shall provide legal representation to the Administering Agency (Lewis County) only, including drafting and reviewing contracts, resolutions, and other legal documents on behalf of Lewis County to be used by Lewis County 911. Legal services for the Executive Board will be provided by the counsel chosen by the Executive Board. Conflicts between (1) individual parties, or (2) an individual party and either LEWIS COUNTY 911 or the Executive Board will require the individual parties to fund their own legal expenses. Should litigation or other legal proceedings be commenced against LEWIS COUNTY 911, each Party shall be responsible for providing its own legal defense at its own cost and being responsible for its own share of any judgment, award, and/or other obligation, subject to Section 22 herein. The County will respond to public records requests for records of LEWIS COUNTY 911 held by the Administering Agency. All other records of the Parties concerning their participation in LEWIS COUNTY 911 will be processed in accordance with Section 21 of this Interlocal Agreement. The Legal Services provided may be supplemented as necessary to comply with the Administering Agency's obligations as an insured of the Washington Counties Risk Pool.
- F. **Bar Against Several Settlements.**

Subject to Section 22 herein:

1. NO SEVERAL SETTLEMENTS. For any claim against Lewis County 911 or any of its Parties concerning issues involving the services provided herein, no Party shall enter into any settlement agreement without the express written consent of all other involved Parties.
2. SETTLEMENT REQUIREMENTS. Any proposed settlement must: a) Include all involved Parties as parties to the settlement; b) provide for a complete release of all claims against all involved Parties; and c) allocate liability and settlement contributions among the involved Parties in a manner agreed upon by all involved Parties.
3. VIOLATION. Any settlement entered into in violation of this provision shall be void and unenforceable.
4. EXCEPTION. This bar against several settlements may be waived only upon written agreement of all involved Parties, which agreement shall specify: a) the terms of the proposed settlement; b) the allocation of remaining liability among



non-settling involved Parties; and c) the impact on contribution and indemnity rights.

5. **PRESERVATION OF RIGHTS.** Nothing in this provision shall affect the Parties' rights to contribution or indemnity as provided by law or separate agreement.

- G. **Information Technology.** Lewis County shall provide support of information technology related to computers, software, applications, phones, servers, network equipment and other systems provided by Lewis County and not otherwise maintained by LEWIS COUNTY 911 staff or outside vendor support (i.e. 911 phone system, radio systems, etc.).

- H. **Facilities.** County's 911 communications center is currently located in a County facility. As long as this arrangement remains in place, LEWIS COUNTY 911 will pay all fees associated with the occupied facility space and maintenance services provided by the County, as approved by the Board of County Commissioners.

7. **MEETINGS OF THE EXECUTIVE BOARD.**

- a. **Frequency.** The Executive Board will meet as often as it deems necessary but not less often than quarterly.
- b. **Quorum.** A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) present who represent a simple majority of the Board's membership. Executive Board members (or alternates) may participate and be considered present in any meeting by phone or video conferencing for all purposes, including but not limited to voting and establishing a quorum.
- c. **Action.** No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to approve all budget and fiscal matters, to add a new Party to this Agreement, extend the term of this agreement, or to modify the proposed contribution methodology for dues and assessments (see Section 17). Official action by the Executive Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Executive Board. All actions of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, may vote on any proposed action. The Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. OPERATIONS BOARD. The Operations Board serves as an advisory board to the Executive Board and may make procedural decisions related to the operations of LEWIS COUNTY 911, provided there is no conflict with powers explicitly held by the Executive Board.
- a. Membership. The Operations Board will be composed of the Centralia PD Chief or designee, Chehalis PD Chief or designee, Lewis County Sheriff's Department Undersheriff, small cities Police Chief, Riverside Fire Authority Chief, Chehalis Fire Department Chief, Fire Chief East (Mossyrock and eastward), and Fire Chief West or their designees, for a total not to exceed eight members. Operations Board member terms shall be 2 years.
  - b. Duties. The Operations Board may make procedural decisions related to the operations of LEWIS COUNTY 911 provided there is no conflict with powers explicitly held by the Executive Board as outlined in Section 5. The Operations Board may refer items to the Executive Board for approval as needed. Duties of the Operations Board shall include:
    - i. Discuss current issues, make recommendations to the Executive Director on procedures, operations, and financial issues, and to act upon the recommendations of any special committees they so designate.
    - ii. Inform their agencies (other staff members) of the matters at hand and recommendations by the Operations Board.
    - iii. When there is not a unanimous approval for an operational 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 Operations Board for reconsideration.
    - iv. Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery.
    - v. Make recommendations relative to dispatcher-staffing levels within the agreed upon budget constraints.
    - vi. Make recommendations relative to service levels. Changes in service levels shall be submitted to the Executive Director. If such recommendations have a financial impact, the Executive Director will evaluate the impact and communicate it to the Executive Board in the preparation of the ensuing year's budget.
    - vii. May create such advisory committees as it shall require to investigate and make recommendations regarding special issues.



9. MEETINGS OF OPERATION BOARD.

- a. Frequency. The Operations Board shall meet monthly or as necessary to address operational business.
- b. Quorum. A simple majority of the board members shall constitute a quorum, which is required to conduct an Operations Board meeting. Alternate agency representation shall be allowed.
- c. Action. All actions taken by the Operations Board must receive a majority vote of the quorum to be enacted. Actions will be recorded in the meeting minutes and items requiring action by the Executive Board will be added to the next Executive Board meeting.

10. EXECUTIVE DIRECTOR. The Executive Director is appointed by and reports to the Executive Board of LEWIS COUNTY 911. The Executive Director must be an employee of the Administering Agency or become such an employee before the appointment is effective. The Executive Director shall be an at-will employee. After consultation with and approval by the Human Resources department of the Administering Agency, and after obtaining the AA's approval, the Executive Board shall have the authority to direct the Administering Agency to terminate the Executive Director. Should the Administering Agency refuse or fail to hire the appointed Executive Director as an employee, the Executive Board shall appoint another person to serve as Executive Director whom the Administering Agency is willing to hire at a salary level and with additional compensation consistent with the Administering Agency's salary bands, additional compensation, and benefits. Duties and responsibilities of the Executive Director shall be set forth in the Job Description adopted by the Executive Board and may include, but are not limited to:

- a. Implement the mission, goals, and budget of LEWIS COUNTY 911.
- b. Establish and submit a yearly budget to the Executive Board for approval.
- c. Submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party.
- d. Monitor revenues and expenses as they relate to the approved annual budget.
- e. Direct the Administering Agency to enter into contracts on behalf of the Executive Board. Ensure contracts meet the purchasing and administrative requirements of the Administering Agency as defined by the Administering Agency Contract.
- f. Set minimum staffing standards.
- g. In cooperation with the Administering Agency responsible for employment of LEWIS COUNTY 911 Staff, negotiate (as the lead negotiator) collective bargaining agreements with the exclusive bargaining representative a bargaining unit consisting of the eligible employees of LEWIS COUNTY 911.

- h. Responsible for the daily operation of LEWIS COUNTY 911.
- i. Prepare regular reports regarding activities and the financial status of LEWIS COUNTY 911 and present them to the Executive Board.
- j. Act as the administrative head of LEWIS COUNTY 911 and be responsible for administration, budget, and personnel matters.
- k. Responsible for the hiring, promoting, disciplining, and termination of all LEWIS COUNTY 911 personnel, subject to personnel policies and approval of the Administering Agency, which shall not be unreasonably withheld. The Administering Agency may enforce any personnel policy of Lewis County requiring immediate action due to egregious or prohibited behavior or violations of law or policy, by placing the employee on administrative leave or imposing discipline. Notification should be made to the Executive Director or Chair of the Executive Board as soon as possible following the incident. All further actions will follow the policies and processes of the Administering Agency in cooperation with the Executive Director.
- l. Prepare, revise, and modify policies and Standard Operating Procedures (SOPs) as operational needs dictate.
- m. Establish policies consistent with expenditure of budgeted items for LEWIS COUNTY 911.
- n. Develop appropriate long-range plans, including strategic building and equipment improvements, staffing, and other matters.
- o. Track and maintain 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.

11. LEWIS COUNTY 911 GENERAL SERVICES. LEWIS COUNTY 911 shall perform the following general services for Parties:

- a. Maintain twenty-four (24) hour coverage for answering phone circuits terminating at LEWIS COUNTY 911 and of radio requests incoming on the frequencies agreed upon and properly licensed.
- b. Determine the nature of each incident and dispatching proper response in accordance with operational procedures.
- c. Develop and/or modify operational procedures to effectively and efficiently meet service requests.
- d. Track status of all of the Parties' responder units and provide responses to radio and telephone requests with respect to each incident.
- e. Provide a log of incoming calls with verification of time of receipt, dispatch, arrival on scene, unit status updates and pertinent information transmitted by responding units to provide a means to verify the events and time span involved with each incident.
- f. Respond to public records requests filed with the Administering Agency pursuant to the Public Records Act (RCW 42.56) and medical records requests filed with the



Administering Agency pursuant to the Health Care Information Act (RCW 70.02) or pursuant to HIPAA, the parallel federal law.

- g. Provide an interface between the Parties' responder units, and other fire services, emergency services, public services departments, and law enforcement agencies.
- h. Maintain and update the operational policies, procedures, and tasks of Lewis County 911 to help ensure continuity of operations.
- i. Provide for equipment maintenance, repairs, and replacement to include phone system, radios, computers, and other dispatch-related equipment.
- j. Assist in contacting and summoning private sector aid where needed.
- k. Receive and process incident inquiries and formal service/personnel complaints from Parties.
- l. Retain all records (per current retention laws) relevant to this contract after incidents have been dispatched. The Parties shall have full access and the right to examine any record for verification of accuracy at all times.
- m. Other duties as directed by the Executive Board, Executive Director.

12. RADIO SERVICES. The Lewis County 911 Radio Services personnel agree to perform (on an availability basis determined by the Radio Services Supervisor) the following radio maintenance and repair services on Party-owned communications equipment:

- a. Routine maintenance to include installation, troubleshooting, service, repair and reprogramming of Jurisdiction's two-way radio equipment including, by way of example, its mobile, portable, base station radios and accessories. When possible, work will be performed at the Radio Service shop, located at 542 Center Street NW, Chehalis, WA 98532.
- b. Emergency response as requested and authorized by the Jurisdiction for emergency troubleshooting and repair of mobile, portable, base station radios and accessories.
- c. Maintain repair logs and information on status of repairs completed.
- d. Emergency vehicle services. Including but not limited to, installation of emergency lighting or sirens, testing and repair of equipment, replacement of defective equipment, and provide replacement parts deemed to be defective.
- e. Lewis County 911 shall not be obligated to maintain any equipment other than those items listed above or perform any services other than those identified above.
- f. Parties agree to pay an hourly fee based on the budgeted radio services positions at an average hourly rate, including rollup costs, billed in one-hour increments for service during normal business hours of 6:30 AM TO 5:00 PM, Monday through Friday, excluding holidays. All calls for service during non-business hours shall be charged at the same rate with a 1.5 multiplier, with a two-hour minimum charge. Any part of an hour is considered billable at the appropriate hourly rate stated above. These rates apply per technician for the work performed.

- g. Materials and parts will be billed at cost with Washington State sales tax included. In addition, Lewis County 911 shall bill the Party for all mileage incurred at the currently adopted Lewis County/IRS standard mileage business rate. Remittance shall be due within 30 days of receiving the invoice for services provided and materials provided.
- h. All rates listed above will be set forth and approved by the Executive Board during the annual budget process and provided to the Parties.
- i. Parties shall not be prohibited from obtaining radio maintenance and repair services from sources other than the LEWIS COUNTY 911 Radio Services department.

13. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by an affirmative vote of a majority of the governing bodies of the Parties to this Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement will be distributed or disposed of in the following manner:

- a. All property, not including real property, purchased prior to the execution of this agreement shall become the property of the entity that is tasked by the Lewis County Board of County Commissioners with providing 911 services to Lewis County, either by agreement or statute;
- b. All property contributed without charge by any Party will revert to the contributing Party;
- c. All property purchased on behalf of LEWIS COUNTY 911 after the effective date of this agreement shall remain with the County or new separate legal entity performing the 911 functions for the collective jurisdictions of Lewis County;
- d. All unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

14. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial three-year term if it first gives six months advance written notice to the Executive Board of its intention to withdraw. If notice of an intent to withdraw is timely received, withdrawal will be effective at the end of the six-month notice period.

Any Party withdrawing from this Agreement will remain legally and financially responsible only for obligations incurred by the Party during the period in which it was an active member of LEWIS COUNTY 911. This includes, but is not limited to, any financing documents executed by the Administering Agency on behalf of that Party, provided that such obligations arose while the Party was still a participant in the Agreement. Upon withdrawal, the Party will not assume any new financial or legal obligations related to LEWIS COUNTY 911 or the Administering Agency that arise after the effective date of its withdrawal. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.



15. FINANCING LEWIS COUNTY 911 COMMUNICATIONS INFRASTRUCTURE. Program Costs - The communications program costs are separated into the following categories, described in greater detail below:

- Maintenance & Operation Costs of LEWIS COUNTY 911
- Maintenance & Support for Infrastructure
- Equipment Repair & Replacement fund for LEWIS COUNTY 911 Equipment
- Equipment Repair & Replacement fund for Infrastructure Equipment
- Building and Equipment Fund

LEWIS COUNTY 911 and the communications infrastructure is intended to be self-sufficient and supported by the Parties. It is the intent of the Parties that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair, and building and equipment assets of the communications system infrastructure as defined and approved by the Parties during the budget process. All such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the LEWIS COUNTY 911 and communications infrastructure. Said funds shall not be used for the general purposes of the Administrative Agency, or any other Party.

Dedicated revenue such as grants, State 911 excise taxes, "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 Parties as outlined in Attachment A – Funding Formula.

**Maintenance & Operation Costs of LEWIS COUNTY 911**

A. Operating Costs: general operations costs for LEWIS COUNTY 911 are divided into the following areas:

- Salaries and Benefits
- Material Costs (Supplies, maintenance, utilities, postage, administrative overhead, etc.)
- Contract Services (Licenses, phone service, travel, training etc.)

B. Administrative Costs: administrative contract services costs are provided by the Administering Agency. It is the intent of the Parties that the cost of such services shall be included in the annual budget. Such services include, but are not necessarily limited to:

- Facility space to house LEWIS COUNTY 911
- Personnel/staff services (HR)
- Maintenance of the facility and systems
- IT Equipment and Networking Services
- Risk Management

- Financial Services (AP/AR, Payroll, Auditor, Treasurer, etc.)
- Contract Services

### **Maintenance & Support for Infrastructure**

LEWIS COUNTY 911 will maintain an Equipment Repair and Replacement (ER&R) plan dedicated solely to the repair and replacement of equipment and facilities of LEWIS COUNTY 911. Funding of the ER&R Equipment plan is included in the annual budget and is calculated based on inventory and replacement dates of assets.

### **Fund Balance**

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

16. **BUDGET.** The fiscal year for the LEWIS COUNTY 911 budget shall be January 1 to December 31 of any year. The first-year budget is attached to this agreement as Exhibit A and incorporated herein by this reference. By executing this Agreement, a Party thereby indicates approval of the first-year budget. For subsequent years, on or before the October meeting of the Executive Board, or on October 30 of each year, whichever occurs last, an operating budget recommended by the Operations Board for the next budget year will be provided to the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the LEWIS COUNTY 911 annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions and transmit the approved budget to the Administering Agency. The Executive Board will adhere to any requirements and timelines required by the Administering agency pursuant to state statutes or county policies to approve the final budget.

No recommended budget will become effective until approved by a majority of the governing bodies of the Parties and adopted by the Executive Board, except for the first-year budget. For the first year, the budget will be accepted automatically upon each Party's approval of this Agreement. Once the governing body of each Party has approved its contribution to LEWIS COUNTY 911, either separately or through its budget process, and the LEWIS COUNTY 911 budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget prior to November 30 of each year, the Executive Board may adopt the annual budget with a two-thirds majority vote.



Each Party's contribution(s) will be transmitted to LEWIS COUNTY 911 on a quarterly basis upon receipt of their quarterly billing invoice. The Administering Agency will deposit the contributions into the LEWIS COUNTY 911 Operating Fund.

If any Party is delinquent by more than three (3) months in the payment of its approved operating budget contribution, that Party will not be entitled to representation on the Executive Board or Operations Board until the delinquency is paid off.

17. DUES, ASSESSMENTS, AND BUDGET AMENDMENTS. Contributions to the LEWIS COUNTY 911 Operating Fund will be based on the funding formula as outlined in Attachment A – Funding Formula. Contributions to the infrastructure/equipment repair and replacement fund (ER&R) will be based on the funding formula defined and approved by the Parties during the annual budget process. These funding formulae may be changed by the Executive Board by super-majority vote (i.e. five out of seven board members); any changes will be submitted to all Parties in the subsequent annual budget for approval.

Additional emergency service providers may be permitted to become Parties to this agreement with the approval of the Executive Board. If the joinder of additional Parties is 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 Parties in the next year.

Funding for the activities of LEWIS COUNTY 911 will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges, or assessments will be imposed or required of the Parties except upon unanimous vote of the Executive Board and ratified by the governing body of each Party subject to the dues, charges, or assessments. An approved budget will not be modified or amended until approved by the governing body of each Party and finally adopted by the Executive Board.

18. FUNDS. The Executive Board shall authorize a special fund to be held by the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of LEWIS COUNTY 911", within which Fund may be various accounts and subaccounts including, but not limited to, a "LEWIS COUNTY 911 Operating Account" (into which will be deposited funding for the LEWIS COUNTY 911 operating budget), capital replacement funds and reserve funds as directed by the Executive Board or recommended by the Administering Agency for fiscal and audit purposes.
19. REVENUES. Revenues from sources other than Party assessments shall be applied against the annual budget before Party assessments are calculated. These include the following;
  - a. 911 State Excise taxes (RCW 82.14B.030), all of which will be deposited by the Administering Agency into the funds of Lewis County 911, to be used for the purposes set forth in said

statute, and as approved by the voters, and not into any Lewis County funds for general purposes)

- b. 911 Sales and Use taxes (RCW 82.14.420)
- c. Grants
- d. Contract services revenue
- e. Secondary user payments (AMR, etc.)
- f. Other unforeseen or new revenue streams

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

20. EQUIPMENT AND ASSETS. LEWIS COUNTY 911 may not own assets under the provisions of this Agreement. All equipment and assets shall be held by the Administering Agency on behalf of the Executive Board and shall, upon Termination of this Agreement under the provisions of Section 13 of this agreement, be appropriately distributed or disposed of.

21. PUBLIC RECORDS REQUESTS. Each Party agrees to cooperate with and assist other Parties to fulfill their obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to a Party for records possessed by a Party concerning or relating to this agreement. Such cooperation will include, without limitation, timely and fully responding and providing documents and records in response to a Party's request for records from any other Party. The obligations created by this section shall survive the termination of this Agreement.

22. INDEMNIFICATION AND HOLD HARMLESS.

- a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.
- b. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to



persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

- c. Each Party (including without limitation the party serving as and acting in its capacity as Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

- 23. INSURANCE. The Executive Board, Executive Director and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of LEWIS COUNTY 911 and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.
- 24. AMENDMENTS. No amendment, modification, or renewal shall be made to this agreement unless set forth in a written amendment signed by all parties.
- 25. ADDITIONAL PARTIES. Municipalities, local governments, and public agencies within Lewis County may, upon execution of the Agreement and approval of the budget by its governing body, become a Party to this Agreement on affirmative vote of two-thirds majority of the Executive Board.
- 26. SEVERABILITY. If any provision of this agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties, and the offending provision shall be deemed severable or reformed to conform with the intent and language of this AGREEMENT.
- 27. CONFLICT RESOLUTION. The following conflict resolutions shall apply to all disputes arising under this AGREEMENT:

- a. Prior to any other action, the chief executive officers of any impacted, applicable member agency shall meet and attempt to negotiate a resolution to any and all disputes.
  - b. If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
  - c. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Lewis County Superior Court, Lewis County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, with reasonable attorney's fees and costs to be awarded to the party prevailing at arbitration.
  - d. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
28. SURVIVABILITY. This agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective successors and assigns. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.
29. WAIVER. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.
30. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the Executive Director. In the absence of an Executive Director, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent to the address specified by the chief executive officer of the Party.



31. ASSIGNMENT. No Party may sell, transfer, or assign any of its rights, duties or benefits under this Agreement without Executive Board approval, except in the event that said party dissolves by virtue of merger, annexation, consolidation or other reorganization, in which case the rights, duties or benefits of this Agreement shall transfer by operation of law to any successor entity of the former Party, without Executive Board approval. In such a case, this Agreement will be amended by the Executive Board to reflect the change in Party membership.
32. APPLICABLE LAW AND VENUE. This agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.
33. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement. No party to this Agreement shall be deemed to be an agent of any other party to this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.
35. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.
36. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement.
37. FILING AND EFFECTIVE DATE; PRIOR ARRANGEMENTS. This Agreement will become effective January 1, 2025, subject to its approval by the governing bodies of all jurisdictions who are Parties to this Agreement, and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source.

Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after the effective date are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

38. INTERPRETATION. This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against any Party in case of any dispute.
39. QUALIFICATION; AUTHORITY. Each natural person executing this Agreement on behalf of a Party represents, warrants, and covenants that such natural person is duly authorized to execute and deliver this Agreement on behalf of such Party and such Party is bound under the terms of this Agreement.
40. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.
41. 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.



## APPROVALS AND CONCURRENCES

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

*J. Meyer* 5-13-25  
 By: Deputy Prosecutor Date:

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

*Scott Brown* 5-13-25  
 Chairperson Date:

**ATTEST:**

*Forrestester* 5-13-2025  
 Clerk of the Board Date:



<b>Lewis County Sheriff's Office</b>	<b>Centralia, City of</b>
_____ Sheriff <span style="float: right;">Date</span>	_____ City Manager
<b>Chehalis, City of</b>	<b>Morton, City of</b>
_____ City Manager	_____ Mayor
<b>Napavine, City of</b>	<b>Pe Ell, Town of</b>
_____ Mayor	_____ Mayor
<b>Winlock, City of</b>	<b>Vader, City of</b>
_____ Mayor	_____ Mayor
<b>Toledo, City of</b>	<b>Mossyrock, City of</b>
_____ Mayor	_____ Mayor

**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

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

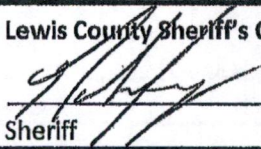
Chairperson

Date:

**ATTEST:**

Clerk of the Board

Date:

Lewis County Sheriff's Office  Sheriff	04-29-25 Date	Centralia, City of _____ City Manager
Chehalis, City of _____ City Manager		Morton, City of _____ Mayor
Napavine, City of _____ Mayor		Pe Ell, Town of _____ Mayor
Winlock, City of _____ Mayor		Vader, City of _____ Mayor
Toledo, City of _____ Mayor		Mossyrock, City of _____ Mayor



**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

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

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

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

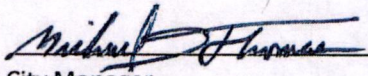
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Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

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

<b>Lewis County Sheriff's Office</b> _____ Sheriff Date	<b>Centralia, City of</b>  City Manager
<b>Chehalis, City of</b> _____ City Manager	<b>Morton, City of</b> _____ Mayor
<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

APPROVALS AND CONCURRENCES

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

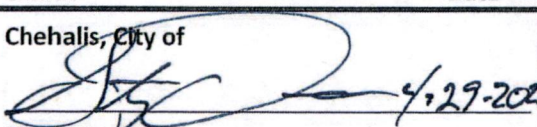
Chairperson

Date:

ATTEST:

Clerk of the Board

Date:

Lewis County Sheriff's Office	Centralia, City of
Sheriff _____ Date _____	City Manager _____
Chehalis, City of  4.29.2025 City Manager	Morton, City of Mayor
Napavine, City of Mayor	Pe Ell, Town of Mayor
Winlock, City of Mayor	Vader, City of Mayor
Toledo, City of Mayor	Mossyrock, City of Mayor



# 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:

Lewis County Sheriff's Office	Centralia, City of
Sheriff _____ Date _____	City Manager _____
Chehalis, City of	Morton, City of
City Manager _____	<i>Phil M M O</i> Mayor
Napavine, City of	Pe Ell, Town of
Mayor _____	Mayor _____
Winlock, City of	Vader, City of
Mayor _____	Mayor _____
Toledo, City of	Mossyrock, City of
Mayor _____	Mayor _____

# 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:

Lewis County Sheriff's Office	Centralia, City of
Sheriff _____ Date _____	City Manager _____
Chehalis, City of	Morton, City of
City Manager _____	Mayor _____
Napavine, City of	Pe Ell, Town of
Mayor _____	Mayor _____
Winlock, City of	Vader, City of
Mayor _____	Mayor _____
Toledo, City of	Mossyrock, City of
Mayor _____	Mayor _____



# **APPROVALS AND CONCURRENCES**

## **APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

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

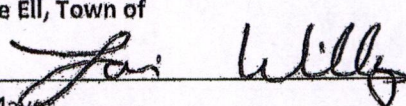
Chairperson

Date:

## **ATTEST:**

Clerk of the Board

Date:

Lewis County Sheriff's Office	Centralia, City of
Sheriff _____ Date _____	City Manager _____
Chehalis, City of	Morton, City of
City Manager _____	Mayor _____
Napavine, City of	Pe Ell, Town of
Mayor _____	Mayor 
Winlock, City of	Vader, City of
Mayor _____	Mayor _____
Toledo, City of	Mossyrock, City of
Mayor _____	Mayor _____

**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

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

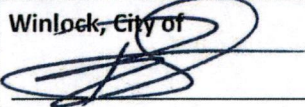
Chairperson

Date:

**ATTEST:**

Clerk of the Board

Date:

<b>Lewis County Sheriff's Office</b> _____ Sheriff Date	<b>Centralia, City of</b> _____ City Manager
<b>Chehalis, City of</b> _____ City Manager	<b>Morton, City of</b> _____ Mayor
<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



**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

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

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

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

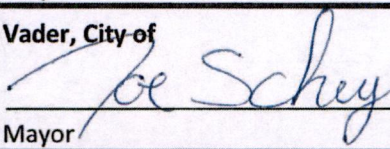
\_\_\_\_\_  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

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

<b>Lewis County Sheriff's Office</b> _____ Sheriff _____ Date	<b>Centralia, City of</b> _____ City Manager
<b>Chehalis, City of</b> _____ City Manager	<b>Morton, City of</b> _____ Mayor
<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



### APPROVALS AND CONCURRENCES

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

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

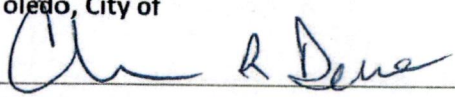
Chairperson

Date:

**ATTEST:**

Clerk of the Board

Date:

<b>Lewis County Sheriff's Office</b> _____ Sheriff Date	<b>Centralia, City of</b> _____ City Manager
<b>Chehalis, City of</b> _____ City Manager	<b>Morton, City of</b> _____ Mayor
<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



**APPROVALS AND CONCURRENCES**

**APPROVED AS TO FORM:**

Jonathan Meyer, Prosecuting Attorney

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

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

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

\_\_\_\_\_  
Chairperson

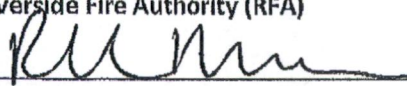
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Date:

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

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

<b>Lewis County Sheriff's Office</b> _____ Sheriff Date	<b>Centralia, City of</b> _____ City Manager
<b>Chehalis, City of</b> _____ City Manager	<b>Morton, City of</b> _____ Mayor
<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> <i>Randall Sasse</i> _____ Mayor

Riverside Fire Authority (RFA)  Commissioner	LCFD # 1 – Onalaska _____ Commissioner
LCFD # 2 – Toledo _____ Commissioner	LCFD # 3 – Mossyrock _____ Commissioner
LCFD # 4 – Morton _____ Commissioner	LCFD # 5 – Napavine _____ Commissioner
LCFD # 6 – Chehalis _____ Commissioner	LCFD # 8 – Salkum _____ Commissioner
LCFD # 9 – Mineral _____ Commissioner	LCFD # 10 – Packwood _____ Commissioner
LCFD # 11 – Pe Ell _____ Commissioner	LCFD # 13 – Curtis _____ Commissioner
LCFD # 14 – Randle _____ Commissioner	LCFD # 15 – Winlock _____ Commissioner
LCFD # 16 – Doty _____ Commissioner	LCFD # 18 – Glenoma _____ Commissioner
Cowlitz-Lewis Fire District 20 (Vader) _____ Commissioner	



**From:** Chief Brad Flexhaug  
**To:** Kaylea Smith; Elizabeth Casteel  
**Subject:** ILA  
**Date:** Friday, May 16, 2025 5:21:33 PM

Here is an email with the actual signature. Sorry about that.

External Email

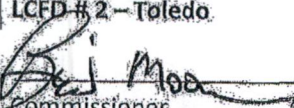
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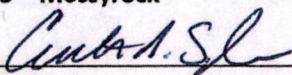
Riverside Fire Authority (RFA)	LCFD # 1 – Onalaska
Commissioner	<i>Catalyn A. Brock</i> Commissioner
LCFD # 2 – Toledo	LCFD # 3 – Mossyrock
Commissioner	Commissioner
LCFD # 4 – Morton	LCFD # 5 – Napavine
Commissioner	Commissioner
LCFD # 6 – Chehalis	LCFD # 8 – Salkum
Commissioner	Commissioner
LCFD # 9 – Mineral	LCFD # 10 – Packwood
Commissioner	Commissioner
LCFD # 11 – Pe Ell	LCFD # 13 – Curtis
Commissioner	Commissioner
LCFD # 14 – Randle	LCFD # 15 – Winlock
Commissioner	Commissioner
LCFD # 16 – Doty	LCFD # 18 – Glenoma
Commissioner	Commissioner
Cowlitz-Lewis Fire District 20 (Vader)	
Commissioner	

Brad Flexhaug  
Fire Chief  
Lewis County Fire District #1  
Onalaska, WA  
360-520-3820

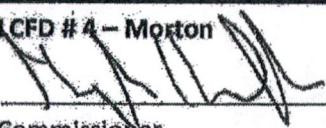


Riverside Fire Authority (RFA)	LCFD # 1 – Onalaska
Commissioner	Commissioner
LCFD # 2 – Toledo	LCFD # 3 – Mossyrock
 Commissioner	Commissioner
LCFD # 4 – Morton	LCFD # 5 – Napavine
Commissioner	Commissioner
LCFD # 6 – Chehalis	LCFD # 8 – Salkum
Commissioner	Commissioner
LCFD # 9 – Mineral	LCFD # 10 – Packwood
Commissioner	Commissioner
LCFD # 11 – Pe Ell	LCFD # 13 – Curtis
Commissioner	Commissioner
LCFD # 14 – Randle	LCFD # 15 – Winlock
Commissioner	Commissioner
LCFD # 16 – Doty	LCFD # 18 – Glenoma
Commissioner	Commissioner
Cowlitz-Lewis Fire District 20 (Vader)	
Commissioner	



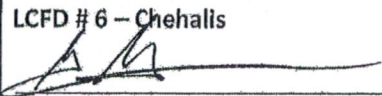
<b>Riverside Fire Authority (RFA)</b>  Commissioner	<b>LCFD # 1 – Onalaska</b>  Commissioner
<b>LCFD # 2 – Toledo</b>  Commissioner	<b>LCFD # 3 – Mossyrock</b>  Commissioner
<b>LCFD # 4 – Morton</b>  Commissioner	<b>LCFD # 5 – Napavine</b>  Commissioner
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<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 # 18 – Glenoma</b>  Commissioner
<b>Cowlitz-Lewis Fire District 20 (Vader)</b>  Commissioner	



<b>Riverside Fire Authority (RFA)</b> _____ Commissioner	<b>LCFD # 1 – Onalaska</b> _____ Commissioner
<b>LCFD # 2 – Toledo</b> _____ Commissioner	<b>LCFD # 3 – Mossyrock</b> _____ Commissioner
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<b>Cowlitz-Lewis Fire District 20 (Vader)</b> _____ Commissioner	



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<b>Cowlitz-Lewis Fire District 20 (Vader)</b> _____ Commissioner	

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<b>Cowlitz-Lewis Fire District 20 (Vader)</b> _____ Commissioner	



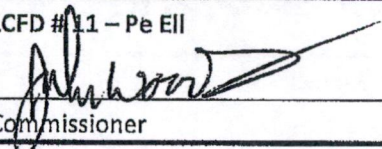
Riverside Fire Authority (RFA)	LCFD # 1 - Onalaska
Commissioner	Commissioner
LCFD # 2 - Toledo	LCFD # 3 - Mossyrock
Commissioner	Commissioner
LCFD # 4 - Morton	LCFD # 5 - Napavine
Commissioner	Commissioner
LCFD # 6 - Chehalis	LCFD # 8 - Salkum
Commissioner	<i>Rick Wood</i> Commissioner Rick Wood
LCFD # 9 - Mineral	LCFD # 10 - Packwood
Commissioner	Commissioner
LCFD # 11 - Pe Ell	LCFD # 13 - Curtis
Commissioner	Commissioner
LCFD # 14 - Randle	LCFD # 15 - Winlock
Commissioner	Commissioner
LCFD # 16 - Doty	LCFD # 18 - Glenoma
Commissioner	Commissioner
Cowlitz-Lewis Fire District 20 (Vader)	
Commissioner	



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Commissioner	Commissioner
<b>LCFD # 4 -- Morton</b>	<b>LCFD # 5 -- Napavine</b>
Commissioner	Commissioner
<b>LCFD # 6 -- Chehalis</b>	<b>LCFD # 8 -- Salkum</b>
Commissioner	Commissioner
<b>LCFD # 9 -- Mineral</b> <i>Bruce J. Richie</i>	<b>LCFD # 10 -- Packwood</b>
Commissioner	Commissioner
<b>LCFD # 11 -- Pe Ell</b>	<b>LCFD # 13 -- Curtis</b>
Commissioner	Commissioner
<b>LCFD # 14 -- Randle</b>	<b>LCFD # 15 -- Winlock</b>
Commissioner	Commissioner
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Commissioner	Commissioner
<b>Cowlitz-Lewis Fire District 20 (Vader)</b>	
Commissioner	




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_____ Commissioner	_____ Commissioner
LCFD # 2 – Toledo	LCFD # 3 – Mossyrock
_____ Commissioner	_____ Commissioner
LCFD # 4 – Morton	LCFD # 5 – Napavine
_____ Commissioner	_____ Commissioner
LCFD # 6 – Chehalis	LCFD # 8 – Salkum
_____ Commissioner	_____ Commissioner
LCFD # 9 – Mineral	LCFD # 10 – Packwood
_____ Commissioner	<i>Rich Hearn</i> _____ Commissioner
LCFD # 11 – Pe Ell	LCFD # 13 – Curtis
_____ Commissioner	_____ Commissioner
LCFD # 14 – Randle	LCFD # 15 – Winlock
_____ Commissioner	_____ Commissioner
LCFD # 16 – Doty	LCFD # 18 – Glenoma
_____ Commissioner	_____ Commissioner
Cowlitz-Lewis Fire District 20 (Vader)	
_____ Commissioner	

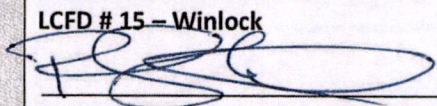
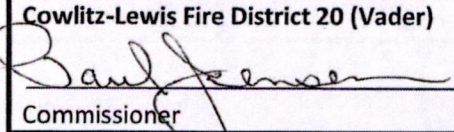
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<b>LCFD # 9 – Mineral</b> _____ Commissioner	<b>LCFD # 10 – Packwood</b> _____ Commissioner
<b>LCFD # 11 – Pe Ell</b> _____ Commissioner	<b>LCFD # 13 – Curtis</b> <i>Nicki Sloan</i> Commissioner
<b>LCFD # 14 – Randle</b> _____ Commissioner	<b>LCFD # 15 – Winlock</b> _____ Commissioner
<b>LCFD # 16 – Doty</b> _____ Commissioner	<b>LCFD # 18 – Glenoma</b> _____ Commissioner
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<b>LCFD # 16 – Doty</b> _____ Commissioner	<b>LCFD # 18 – Glenoma</b> <i>William A. Spitzer</i> Commissioner
<b>Cowlitz-Lewis Fire District 20 (Vader)</b> _____ Commissioner	

## **Attachment A – Funding Formula for User Fees**

Parties to this Agreement agreed to remit user fees as outlined in the Agreement based on the following formulas. These formulas will be reviewed for accuracy annually or as directed by the Executive Board during the budget process.

### **Budget Split**

The difference between budgeted costs and revenues as outlined in Section 19 shall determine the net amount to be paid by Parties. Law Enforcement Parties will be assessed 75% of the remaining operating costs and Fire Department Parties will be assessed 25% of the remaining operating costs.

### **Fire Formula**

Fire Department Parties will be assigned a workload percentage based on their dispatched incidents in a rolling three-year period of the most recent calendar years.

#### **By way of example only:**

Fire Department A has 3,500 dispatched incidents in a year. All Fire Department Parties had a total dispatched incidents count of 15,000.

Fire Department A's user fees would be 23.34% of the Fire Department Parties' 25% of the operating budget, less other revenues.

### **Law Formula**

Law Enforcement Parties will be assigned a workload percentage based on the following:

- Dispatched Incidents (to include Traffic Stops NOT assigned a case number as captured in the Radio Log) of the most recent calendar year, weighted 90%.
- Jurisdiction population (based on most current census or other published available data), weighted 10%.

#### **By Way of Example Only:**

Law Enforcement Agency 1 has 1,500 dispatched incidents in a year. All Law Enforcement Parties had a total dispatched incidents count of 16,000.

Law Enforcement Agency 1's user fees would be 9.37% of the Law Enforcement Parties' 75% of the operating budget, less other revenues.



# BOCC AGENDA ITEM SUMMARY

**Resolution:**

**BOCC Meeting Date:** May 13, 2025

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve an Interlocal Agreement between Lewis County Public Safety Parties for the Operation, Maintenance and Participation in Lewis County 911

**Contact:** Jennifer Libby-Jones

**Phone:** 360-740-3394

**Department:** COMM - 911

## **Description:**

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

## **Approvals:**

## **Publication Requirements:**

**Publications:**

User	Status
PA's Office	Approved

**Additional Copies:**

**Cover Letter To:**