

AMENDMENT No. 1 to 1995

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

WHEREAS, the City of Oroville (City) and the County of Okanogan (County) entered into an Interlocal Governmental Dispatching Services Agreement (Agreement) on November 28, 1995; and,

WHEREAS, the November 28, 1995 interlocal agreement does not differentiate between dispatch services for the City Police Department, City Fire Department and if applicable City Emergency Medical Service; and,

WHEREAS, The parties desire to enter into an amended agreement to recognize these separate services and to establish a quid pro quo exchange of basic County dispatch services for the City Fire Department and City Emergency Medical Service in exchange for the required contracting of services pursuant to RCW 52.30.020; and,

WHEREAS, the County and City jointly seek to amend the existing agreement to reflect the current environment in which public safety and first responder agencies function in the City and County; and,

WHEREAS, both parties are authorized to enter this agreement under the Interlocal Cooperation Act (Chapter 39.34).

NOW, THEREFORE, inconsideration of the promises and agreements set forth below, the parties agree as follows.

1. Modification of Paragraph 1. Paragraph 1 is amended as follows:

1. The County agrees and promises as follows:

Amended Section A. The County shall provide basic dispatch services to the City Police Department (City PD), City Fire Department (City FD) and City Emergency Medical Services (City EMS) sufficient to alert the City PD, City FD and City EMS of calls for service pending as well as the information necessary for the City PD, City FD and City EMS to initiate a response. Alert and notification to the City PD, City FD and City EMS will be by use of voice and tone/siren communications over existing radio networks. Basic dispatch services shall include Dispatch interrogating callers and relaying to the City PD, City FD and City EMS information gathered. Protocols utilized to notify the City PD, City FD and City EMS will be developed and agreed upon by Dispatch and the City and all other community of agencies receiving dispatch services to ensure uniform practices.

New Section C. Dispatch services are delivered over the existing radio network, frequencies and hardware.

New Section D. Additional dispatch services may be available upon further negotiation of the Parties.

2. Modification of Paragraph 2. Paragraph 2 is amended as follows:

Amended Section A. In exchange for City PD dispatch services, the City shall pay the County pursuant to the formula and as otherwise agreed to in Section 3(E) and (F). For the provision of City FD dispatch services, the quid pro quo exchange of dispatch services for the fire protection services identified in Section (C) shall be considered full compensation for the duration of the agreement. For the provision of City EMS dispatch services, the quid pro quo exchange of dispatch services for the EMS services identified in Section (C) shall be considered full compensation for the duration of the agreement.

New Section C. Pursuant to the requirements of RCW 52.30.020, the City FD shall be responsible for providing fire protection services to all County property, buildings and equipment located within the boundaries or adjacent to the City.

City EMS shall be responsible for EMS services and initial transport to a primary care facility for all County employees located within the boundaries or adjacent to the EMS Agency's service area. EMS services or transport will be provided for County employees in need of EMS services only while on duty at an assigned work location and that are believed to be of an emergent nature.

3. Additional terms to be added as new paragraphs:

New Paragraph 4. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing to:

COUNTY CONTACT

Chief of Special Operations/Communications

Mike Worden

123 N 5th Ave, Rm 200

Okanogan, WA 98840

CITY OF OROVILLE CONTACT

C.F. "Chuck" Spieth, Mayor

P.O. Box 2200

Oroville, WA 98844

New Paragraph 5. Filing. As provided by RCW 39.34.040 this agreement shall be filed with the Okanogan County Auditor prior to its entry and force.

New Paragraph 6. Purpose. The purpose of this addendum is to clarify and delineate the provision of dispatch services to the City PD, City FD and City EMS. It is the intent and purpose of this addendum to create a quid pro quo provision of dispatch services to the City Fire

Department and, if applicable, to the City Emergency Medical Service in exchange for the required contracting for fire protection services required pursuant to RCW 52.30.020. Nothing in this agreement eliminates or modifies the current City responsibility to compensate the County for City PD dispatch services per the terms of the November 28, 1995 Agreement. All other terms of that agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed in duplicate the day and year first above written.

Dated this 21 day of May, 2013.

By: [Signature] Attest: [Signature]
C.F. "Chuck" Spieth, Mayor Kathy Jones, City Clerk

Approved as to Form: _____
Michael Howe, City Attorney

Dated this 4th day of June, 2013.

**BOARD OF OKANOGAN COUNTY COMMISSIONERS
FOR OKANOGAN COUNTY, WASHINGTON**



By: [Signature]
James Detro, Chairman

Attest: [Signature]
Lalena Johns, Clerk of the Board

[Signature]
Sheilah Kennedy, Member

Approved as to form:

[Signature]
Ray Campbell, Member

[Signature]
Stephen Bozarth
Chief Civil Prosecuting Attorney