

# INTERLOCAL GOVERNMENT DISPATCH SERVICES AGREEMENT

This agreement, made and entered into this March 13<sup>th</sup>, 2018, by and between Okanogan Behavioral Health Care and the COUNTY OF OKANOGAN, both municipal corporations of the State of Washington, hereinafter referred to respectively as the "CUSTOMER" and the "COUNTY".

## **Witnesseth:**

**WHEREAS**, CUSTOMER will be delivering services at residences and desires to provide a safe working environment for staff, and;

**WHEARAS**, to achieve efficiency and economy in local government, CUSTOMER is desirous of contracting with the COUNTY for dispatching services and use of the radio network, and;

**WHEREAS**, the COUNTY has a dispatch center and personnel capable of handling and efficiently providing such services to CUSTOMER, and;

**WHERAS**, both parties are specifically authorized under the Interlocal Cooperation Act (Chapter 39.34), and;

**WHEREAS**, it is necessary and desirable that an agreement be executed for such services;

**NOW, THEREFORE, COUNTY AND THE CUSTOMER MUTUALLY AGREE AS FOLLOWS:**

## **1. COUNTY DISPATCH SERVICES:**

- A. To provide complete dispatching services to CUSTOMER in the manner consistent with sound practices.
    - i. Answer CUSTOMER radio traffic in a manner equitable to other agencies sharing the radio network and dispatch services.
    - ii. Evaluate, prioritize and respond to priority traffic (radio and telephone) as perceived by the dispatcher.
    - iii. Document the activities of CUSTOMER as reported to the COUNTY.
  - B. The organization, scheduling and supervision, etc., of the County Dispatch Center shall be determined by the County Sheriff.
  - C. COUNTY to furnish all personnel and equipment and any and all other things necessary to accomplish the aforesaid level of services.
  - D. COUNTY shall ensure all Federal Communications Commission (FCC) radio frequency licenses include authorization for the CUSTOMER to use the COUNTY's primary dispatch channels identified in Exhibit A.
2. **TERM.** This agreement shall be effective from and after March 1, 2018, and unless terminated as hereinafter provided by CUSTOMER or the COUNTY, or superseded by a successor agreement, shall remain in full force and effect from year to year thereafter.
3. **COMPENSATION.** The fee to be paid by CUSTOMER to the COUNTY shall be computed by the count of CAD calls created in support of CUSTOMER operations using the following formula:

A. Formula:

- i.  $(\text{DISPATCH APPROVED BUDGET}) / (\text{THREE YEAR ANNUAL AVERAGE OF TOTAL SYSTEM COUNT OF CAD CALLS}) = (\text{COST PER CAD CALL})$
- ii.  $(\text{COST PER CAD CALL}) \times (\text{COUNT OF CUSTOMER CAD CALLS}) = (\text{PAYMENT DUE})$

B. Definitions :

- i. CAD CALL: The record created to document information received by dispatch from field units including the Nature, Address, Description, Units involved and Date/Time record created, modified, closed and Date/Time of assigned unit actions.
- ii. THREE YEAR ANNUAL AVERAGE OF TOTAL SYSTEM COUNT OF CAD CALLS: is the average per year count of CAD CALLS occurring in the last 3 complete calendar years for AGENCIES DISPATCHED.
- iii. SYSTEM TOTAL COUNT OF CAD CALLS: Count of all CAD calls created and dispatched to an agency included in AGENCIES DISPATCHED.
- iv. AGENCIES DISPATCHED: Okanogan County Sheriff's Office, Okanogan County Fire Protections Districts, Okanogan County EMS Districts, City Police, City Fire and City EMS in Okanogan County and any other agency receiving dispatch services.
- v. COST PER CAD CALL: (current expense 024 budget for the dispatch center) / (3 year average of annual total count of CAD Calls created by the Dispatch center for AGENCIES DISPATCHED).
- vi. DISPATCH APPROVED BUDGET: the operational current expense 024 Dispatch budget approved by the board of county commissioners.

C. By September 1<sup>st</sup> of each year the COUNTY will notify the CUSTOMER of the COUNTY's budget request and projected cost to the CUSTOMER and upon the approval of the budget the COUNTY will notify the CUSTOMER of the final cost to the CUSTOMER.

- i. At the conclusion of each quarter ending (March 31, June 30, September 30, December 31) the COUNTY will prepare an invoice to be delivered to the CUSTOMER for payment.
- ii. Should CUSTOMER fall two (2) month in arrears from the payment due date, the customer shall be considered delinquent, and in that even, and after providing the required notice and opportunity to cure as set for forth in Section 12 of this Agreement, COUNTY shall have authority to terminate all services to the CUTSTOMER and all participation in the functions of the COUNTY, however, said CUSTOMER shall be liable for its fees to the COUNTY through December 31<sup>st</sup> of the year of termination of the delinquent CUSTOMER's services.

D. The CUSTOMER and COUNTY recognize that the CUSTOMER's need for dispatch services is new and it is not certain how the CUSTOMER's demand for dispatch services might expand therefore the associated impact upon the COUNTY may require renegotiation of the compensation formula in section 3A.

**4. CUSTOMER OBLIGATIONS.**

- A. Adhere to best radio practices to facilitate efficient use of the shared radio network and dispatch resources.
- B. Shall be responsible for purchasing, maintaining, and repairing the CUSTOMER's base, mobile, and portable communications equipment including pagers and computers. The CUSTOMER shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to COUNTY's operations.
- C. CUSTOMER provided radios will be programmed with radio ID's compatible with protocols used by the COUNTY to identify the CUSTOMER radios to the COUNTY and other radio users.

5. **INDEMNIFICATION CLAUSE.** Mutual Indemnity: To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

6. **TERMINATION.** CUSTOMER shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 120 days written notice to the COUNTY of CUSTOMER's intent to terminate and withdraw and the COUNTY shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 120 days written notice to CUSTOMER of the COUNTY's intent to terminate and withdraw.
7. **AMENDMENTS.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either Party.
8. **COMPLIANCE WITH LAW.** COUNTY shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

9. **ASSIGNMENT.** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
10. **MAINTENANCE AND AUDIT OF RECORDS.** COUNTY and the CUSTOMER shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
11. **WAIVER LIMITED.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
12. **DEFAULT/DISPUTE RESOLUTION.** If either COUNTY or the CUSTOMER fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing Party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- In the event a default continues and/or any dispute arises (for anything other than non-payment) between the Parties, either Party may request in writing that the issue be resolved by mediation. If the Parties are unable to resolve the dispute within ninety (90) days, then either Party shall have the right to exercise any or all rights and remedies available to it in law or equity.
13. **GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Okanogan County, Washington.
14. **CONFIDENTIALITY.** With respect to all information relating to COUNTY that is confidential and clearly so designated, CUSTOMER agrees to keep such information confidential.
15. **CONSENT AND UNDERSTANDING.** This Agreement contains a complete and integrated understanding of the agreement between the Parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both Parties.
16. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

**17. CORRESPONDENCE.** Official correspondence in reference to this Agreement shall be directed as follows:

*A. Official contacts to COUNTY:*

Chief Deputy of Special Operations/Communications  
Mike Worden  
123 N. 5<sup>th</sup> Ave, Rm 200  
Okanogan, WA 98840

*B. Official contacts to the CUSTOMER*

Jim Novelli  
Okanogan Behavioral Health Care, CEO  
1007 Koala Dr.  
Omak, WA 98841  
509-826-8408

**19. MUTUAL ASSENT.** The undersigned Parties, acting as authorized representatives of their respective organizations, hereby express their respective organization's full understanding and acceptance of, and intent to be legally bound by, the mutual obligations and commitments set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

Dated this 20 day of March, 2018.

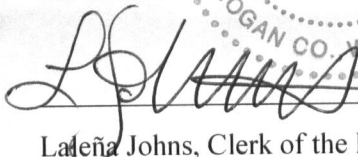
By:



Jim Novelli, CEO  
Okanogan Behavioral Health Care

Dated at Okanogan, Washington this 13 day of March 2017.

ATTEST:



Laleña Johns, Clerk of the Board



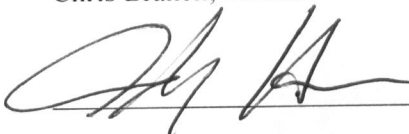
**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**



Jim DeTro, Chairman



Chris Branch, Member



Andy Hover, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Gecas, Chief Civil Deputy

## Exhibit A

## Okanogan County Sheriff's Office Licensed Radio Frequencies

| NAME          | RX        | TX        | CH. SPACING | DECODE  | ENCODE  |
|---------------|-----------|-----------|-------------|---------|---------|
| LEMANASKY     | 155.64000 | 156.21000 | 12.5        | 156.700 | 156.700 |
| GOAT          | 156.24000 | 151.19000 | 12.5        | 173.800 | 173.800 |
| MID VALLEY    | 155.73000 | 155.73000 | 12.5        | 141.300 | 141.300 |
| TUNK          | 155.64000 | 156.21000 | 12.5        | 136.500 | 136.500 |
| MCCLURE       | 155.19000 | 159.03000 | 12.5        | 123.000 | 123.000 |
| COULEE DAM    | 155.64000 | 156.21000 | 12.5        | 167.900 | 151.400 |
| MOSES         | 155.64000 | 156.21000 | 12.5        | 162.200 | 162.200 |
| BUCKHORN      | 155.64000 | 156.21000 | 12.5        | 114.800 | 114.800 |
| OROVILLE BASE | 155.64000 | 155.64000 | 12.5        | 110.900 | 110.900 |
| PEARL HILL    | 156.24000 | 151.19000 | 12.5        | 103.500 | 103.500 |
| MONSE         | 156.24000 | 151.19000 | 12.5        | 127.300 | 127.300 |
| LITTLE BUCK   | 155.19000 | 159.03000 | 12.5        | 146.200 | 146.200 |
| FLAGG         | 155.19000 | 159.03000 | 12.5        | 118.800 | 118.800 |
| MOLSON        | 155.64000 | 156.21000 | 12.5        | 131.800 | 131.800 |