

# DISPATCH SERVICES AGREEMENT

This agreement, made and entered into this February 11, 2020, by and between Town of Coulee Dam, operating in the State of Washington, and the Okanogan County Sheriff's Office of OKANOGAN COUNTY, a municipal corporation of the State of Washington, hereinafter referred to respectively as the "CUSTOMER" and the "COUNTY".

## Witnesseth:

**WHEREAS**, The COUNTY operates the 911 PSAP (Public Service Answering Point) dispatch center, and;

**WHEREAS**, the COUNTY owns and operates a county wide two-way radio network comprised of numerous two-way radio, radio repeater sites and F.C.C. licensed frequencies, and;

**WHEREAS**, CUSTOMER is a public safety first responder agency delivering critical emergency services to a portion of Okanogan County, or CUSTOMER is a municipality contracted with the Okanogan County Sheriff's Office for law enforcement services and;

**WHEREAS**, CUSTOMER provides mutual aid assistance to other first responder emergency service agencies in Okanogan County, and;

**WHEREAS**, All first responder agencies in Okanogan County use the COUNTY's primary dispatch channels, dispatch center services, hardware and personnel, and;

**WHEREAS**, 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, personnel, hardware and primary dispatch frequencies capable of handling and efficiently providing such services to CUSTOMER, 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 OBLIGATIONS:

- A. To provide Dispatch Services detailed in Exhibit A to CUSTOMER in a 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 radio, telephone and data traffic.
  - iii. Document the activities of CUSTOMER as reported to the COUNTY.
- B. The organization, staffing, scheduling and supervision, etc., of the County Dispatch Center shall be determined by the Sheriff.
- C. COUNTY to furnish all personnel and equipment and any and all other resources necessary to accomplish the aforesaid services.
- D. COUNTY shall ensure all the COUNTY's Federal Communications Commission (FCC) radio frequency licenses are current and the CUSTOMER is authorized to use the

frequencies for the CUSTOMER's public safety operations in accordance with FCC regulations. The COUNTY's primary dispatch channels are identified in Exhibit B – Primary Dispatch Frequencies.

- E. COUNTY shall determine and publish the minimum hardware specifications for CUSTOMER radios accessing the COUNTY's primary dispatch channels. The COUNTY shall update the minimum hardware specifications as necessary for the organized operation, maintenance and growth planning of the COUNTY's radio network.
  - F. The COUNTY shall consider the financial, operational, infrastructure or other recommendations provided to the Sheriff by the Dispatch Advisory Board.
2. **TERM.** This agreement shall be effective from and after January 1, 2021, 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 determined by the percentage of CAD (Computer Aided Dispatch) calls created in support of CUSTOMER operations using the formula found in EXHIBIT C.
- A. By June 1<sup>st</sup> of each year the COUNTY shall publish the total number of CAD calls dispatched during the last three (3) complete calendar years and the CUSTOMER's percentage of the total CAD calls. The CUSTOMER's percentage of CAD calls is the percentage of dispatch expenses to be invoiced to the CUSTOMER.
  - B. 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 using the CUSTOMER's percentage of CAD calls.
    - i. Upon the approval of the budget the COUNTY will notify the CUSTOMER of the final cost to the CUSTOMER for the upcoming calendar year.
    - ii. Billable dispatch costs are those remaining after sales tax revenue has been applied to dispatch operating costs for purposes of financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.
  - C. At the conclusion of each quarter ending (March 31, June 30, September 30, December 31) the COUNTY will prepare and deliver to the CUSTOMER an invoice for payment.
  - D. Should CUSTOMER fall two (2) month in arrears from the payment due date, the customer shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 14 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.
  - E. The COUNTY will create, by Commissioner Resolution, a fund to receive voter approved Emergency Communications sales and use tax revenue as authorized by RCW 82.14.420 for purposes of financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.

**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 will be responsible to provide radios to access the primary dispatch channels, Exhibit B, and future channels deployed for CUSTOMER use.
  - i. When the CUSTOMER replaces radio hardware the new equipment will meet the current minimum hardware specifications as determined and updated by the COUNTY with the input of the Dispatch Advisory Board, Exhibit B.
- D. CUSTOMER provided radios, that are capable, will be programmed with a unique radio identification code compatible with protocols used by the COUNTY to identify the CUSTOMER radios to the COUNTY and other radio users. Radios added to the Customer's radio fleet will be compatible with the county's current minimum hardware requirements for accessing the COUNTY's radio network.

**5. OWNERSHIP OF RECORDS and USE OF DATA.** At the time of this agreement the Records Managements System (RMS) is Spillman Flex. The RMS system is hosted by Okanogan County. The CUSTOMER may have, create and store records in the hosted RMS consistent with software licensing. Computer Aided Dispatch (CAD) records created by the COUNTY for the purposes of call-taking information from the public and field units or for dispatching field units and resources to calls for service are the exclusive property of Okanogan County. Records outside of CAD created for the benefit of the CUSTOMER are the responsibility of the CUSTOMER.

- A. Neither the COUNTY nor the CUSTOMER will release records belonging to another agency without written permission of the responsible agency or a court order. In the case of a court order the releasing agency will, at the earliest opportunity, notify the agency responsible for the record of the court order.
- B. Use of the Records Management System (Spillman) is for public safety purposes only.

**6. DISPATCH ADVISORY BOARD.** The Advisory Board is a committee representative of the customer agencies and disciplines (cities, districts, law enforcement, fire, EMS) contracted to receive dispatch services. The committee's purpose is to make non-binding recommendations to the Sheriff as to how the dispatch center can best meet the needs of the customer agencies. The Dispatch Advisory Board shall provide input concerning the amount of sales tax revenue to be applied to the offset of dispatch operating costs. The Advisory Board's recommendations and input to the COUNTY are non-binding. Ultimately, the Sheriff has responsibility and authority to determine the budget request, and the Board of County Commissioners the responsibility and authority to determine the budget authorization. Membership of the board is illustrated in Exhibit D and defined by the Advisory Board bylaws.

**7. INDEMNIFICATION CLAUSE.**

A. CUSTOMER shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees from any claim, cost, judgement or damages, including attorneys' fees and third party claims arising from any CUSTOMER action; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of the COUNTY or any officer, agent or employee thereof.

B. COUNTY shall defend, indemnify and hold harmless the CUSTOMER, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees and third party claims arising out of any action or omission of the COUNTY, its officers, agents, independent contractors, or employees; provided that this subsection shall not apply to any such claim, cost, judgment, or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the party of the CUSTOMER or any office, agent or employee thereof.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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 of non-payment, the COUNTY may terminate all services to the CUSTOMER as provided in Section 3. D without the opportunity for the CUSTOMER to request mediation.

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.

15. **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.
16. **CONFIDENTIALITY.** With respect to all information relating to COUNTY that is confidential and clearly so designated, CUSTOMER agrees to keep such information confidential.
17. **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.
18. **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.

19. **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*

Paul Bowden, Police Chief  
Print Agency Contact Name and Title.

Town of Coulee Dam  
300 Lincoln Ave  
Coulee Dam, WA 9911699116

509-633-1234  
Contact Phone Number

**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.


## Projected Dispatch Services Cost per Agency Example: 2019 Budget

Agency	2019 Appox Cost Per Agency BEFORE Sales Tax Applied *	2019 Appox Costs per Agency AFTER Sales Tax Applied **
Column1	Column2	Column3
Aero Methow Rescue Service	\$16,948	\$4,791
City of Brewster	\$56,248	\$15,901
City of Okanogan	\$56,520	\$15,978
City of Omak	\$185,526	\$52,449
City of Oroville	\$38,629	\$10,921
City of Pateros	\$4,383	\$1,239
City of Tonasket	\$48,911	\$13,827
Lifeline Ambulance	\$62,137	\$17,566
Okanogan County	\$283,736	\$80,214
Okanogan County Fire District #01	\$1,322	\$374
Okanogan County Fire District #02	\$709	\$201
Okanogan County Fire District #03	\$5,189	\$1,467
Okanogan County Fire District #04	\$2,206	\$624
Okanogan County Fire District #06	\$4,247	\$1,201
Okanogan County Fire District #07	\$1,837	\$519
Okanogan County Fire District #08	\$175	\$49
Okanogan County Fire District #09	\$175	\$49
Okanogan County Fire District #10	\$262	\$74
Okanogan County Fire District #11	\$515	\$146
Okanogan County Fire District #12	\$1,224	\$346
Okanogan County Fire District #15	\$3,042	\$860
Okanogan County Fire District #15 - EMS	\$15,928	\$4,503
Okanogan County Fire District #16	\$1,176	\$332
Oroville EMS District	\$11,924	\$3,371
Tonasket EMS District	\$17,172	\$4,854
Town of Conconully	\$1,370	\$387
Town of Coulee Dam	\$18,386	\$5,198
Town of Riverside	\$3,197	\$904
Town of Twisp	\$20,368	\$5,758
Town of Winthrop	\$14,839	\$4,195
<b>SUM: Billable Expenses Dispersed</b>	<b>\$878,301</b>	<b>\$248,298</b>
<b>Notes:</b>		
* Fees Based on 2019 Dispatch buget of \$878,300 without sales tax revenue applied.		
** Fees reduced after \$630,000 sales tax revenue applied to offset billable expenses.		

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

Dated this 16<sup>th</sup> day of JANUARY, 2020.

By:

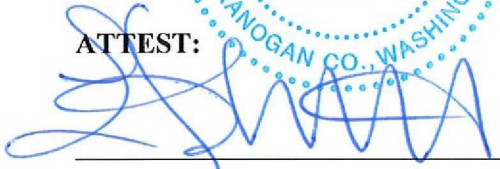
  
Agency Signature

Robert Poch, Mayor  
Printed Name & Title


Dated at Okanogan, Washington this 11<sup>th</sup> day of February 2020.



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

## Dispatch Services

- Primary public safety answering point
- 24 hour 911 call taking, caller interrogation, call triage.
- 24 hour dispatching.
- Document activities of customers in CAD (Computer Aided Dispatch) software.
- After business hours telephone services.
- Scheduled reports.
- Record Management System (Spillman Flex) access to licensed software.
  - o Spillman Flex Mobile access.
  - o Spillman Flex Hub tables access.
  - o Customer responsible for connectivity to Okanogan County Central Services and any associated costs.
- CAD software interface to external systems upon approval of the Sheriff.
  - o Supporting third party systems (iSpyFire and/or other systems).
- Messaging services within licensing limits (HipLink and/or other providers)
- GIS (Geographical Information Systems) map building, maintenance and Master Street Address Guide (MSAG) maintenance.

## Exhibit B

### Okanogan County Sheriff's Office

#### Licensed Radio Frequencies & Subscriber Radio Minimum Standards

##### Licensed 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

##### Subscriber Radio Minimum Standards:

1. All radio hardware is FCC compliant.
2. All radio hardware purchased after January 1, 2021 is MDC1200 capable and programmed with an agency assigned MDC1200 identifier.

## Exhibit C

### Compensation Formula and Definitions

**COMPENSATION.** The fee to be paid by CUSTOMER to the COUNTY shall be determined by the percentage of CAD (Computer Aided Dispatch) calls created in support of CUSTOMER operations using the following formula:

A. Formula:

- i. (THREE YEAR COUNT OF CAD CALLS PER CUSTOMER, PER DISCIPLINE) divided by (THREE YEAR COUNT OF SYSTEM TOTAL CAD CALLS) equals (CUSTOMER's PERCENTAGE OF THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS)
- ii. CUSTOMER's PERCENTAGE OF THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS) multiplied by (DISPATCH OPERATING EXPENSES minus APPLIED REVENUE) equals (CUSTOMER ANNUAL OBLIGATION)

B. Definitions :

- i. CAD CALL: The CAD (Computer Aided Dispatch) record created to document information received and or entered by dispatch including the Nature, Geoverified Address or Location, Description, Units involved and Date/Time record is created, modified, closed and date/time of assigned unit actions.
- ii. THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS: Is the count of CAD CALLS, during the last three (3) complete calendar years,
- iii. THREE YEAR ANNUAL COUNT OF CAD CALLS PER CUSTOMER, PER DISCIPLINE: Is the count of CAD CALLS, during the last three (3) complete calendar years, located within the bounds of the CUSTOMER's jurisdiction, in and outside the bounds of Okanogan County.
  1. Agencies that have no defined taxing district or jurisdiction will have no exclusion of CAD calls.
- iv. DISCIPLINE: Responding units are associated with Law Enforcement (L), Fire Protection (F) or Emergency Medical Service (E) disciplines.
- v. GEOVERIFIED CAD CALLS: CAD calls that have been located or addressed on the RMS map using the address, latitude and longitude or other data to locate the CAD call.
- vi. SYSTEM TOTAL COUNT OF CAD CALLS: Count of geoverified CAD calls created and dispatched to an agency included in CUSTOMERS DISPATCHED.
- vii. CUSTOMERS DISPATCHED: Okanogan County Sheriff's Office, Okanogan County Fire Protections Districts, Okanogan County EMS Providers, Private or

Non-Profit Fire or EMS Providers, City Police, City Fire and City EMS and any other agency receiving dispatch services and using the COUNTY's radio network hardware or frequencies.

- viii. DISPATCH APPROVED BUDGET: the operational current expense Dispatch budget approved by the board of county commissioners.
- ix. DISPATCH EXPENSES: Actual expenses of the dispatch center and radio network for the operation and maintenance of the dispatch center and radio network.
- x. APPLIED REVENUE: Revenue applied to the operating expense reducing the expenses billable to the CUSTOMER(S) (sales tax revenue, grants other non-current expense funds).

## Exhibit D

### Advisory Board Membership

- I. The Advisory Board shall be comprised of nine (9) members as defined in the Advisory Board by-laws. Members shall not be compensated and the voting membership shall be composed of the following persons, and such term shall be for the public official's term of office:
  - a. One (1) City mayor, council member or city designee appointed by the cities of Okanogan County as elected by the Okanogan Council of Governments.
  - b. One (1) Okanogan County Commissioner appointed by the Board of County Commissioners.
  - c. One (1) Fire Agency representative appointed by the Fire Chief's Association of Okanogan County.
  - d. One (1) EMS Agency representative from an EMS provider transporting to medical facilities in Okanogan County appointed by the Okanogan-North Douglas County EMS Council.
  - e. One (1) City Police Chief appointed by the City Police Chiefs of Okanogan County.
  - f. One (1) member of the Okanogan County Sheriff's Office.
  - g. One (1) member of the Okanogan County Communications Center.
  - h. Two (2) members at large selected by majority vote of the advisory board to meet the needs of the advisory board. Members at large shall be a member of an agency contracted for dispatch services or a member of groups specified in Article IV, sections I.a through I.g. and members at large shall not be from an agency occupying positions specified in Article IV, sections I.a through I.g.