

DISPATCH SERVICE AGREEMENT

This agreement is made this 1st day of July, 2025 between the **CITY OF DICKINSON**, a municipal corporation ("City"), and the **COUNTY OF BILLINGS d/b/a BILLINGS COUNTY AMBULANCE SERVICE**, and **RICHARDTON-TAYLOR RURAL AMBULANCE DISTRICT** ("Departments"), collectively "Parties" and individually "Party".

RECITALS

WHEREAS, Dickinson operates, manages, and maintains a public safety/emergency service dispatching facility through the Dickinson-Stark Communications Center (herein "DSCC") for various entities, including E-911 calls for the Departments; and

WHEREAS, the Departments have elected to have the City provide emergency dispatching services for medical, rescue, and hazardous material (HAZMAT) incidents occurring within the Departments' jurisdiction/service area during the term of this Agreement; and

WHEREAS, the City agrees to provide emergency dispatch services to the Departments in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to NDCC § 54-40.3-01.

NOW, THEREFORE, the parties STIPULATE AND AGREE as follows:

1. **SERVICES** With respect to the City's obligation to provide dispatch services pursuant to this Service Agreement, the Parties understand and agree:
 - a. DSCC will supply dispatching, telephone answering, and paging services through its two-way radio communication dispatch center located at the Public Safety Center, 2475 State Avenue North. DSCC shall provide these services twenty-four hours per day, seven days a week, 365 days a year.
 - b. During a call, DSCC shall receive and log all pertinent communication from the Department personnel, including enroute, on scene, and complete times, as well as beginning and ending mileage. The DSCC will also enter and update the details of the call in the call log as they become available.
 - c. Radio communication will be electronically logged at the DSCC and be made available to a requesting Department for training, reporting, or quality control purposes.
 - d. DSCC and the Departments will utilize the state SIRN radio system for two-way radio communication. In doing so, personnel will adhere to SIRN/SIEC

policy and procedure. All communication will utilize a “plain language” framework.

- e. DSCC shall offer both paging services and secondary electronic notifications through the use of eDispatch or similar third-party applications.
- f. For a call for service requiring a Department response, the DSCC will initiate two separate, consecutive pages via the 45 F_EMS PAGE talkgroup. The pages will contain the Department two-tone followed by a verbal dispatch from DSCC personnel.
- g. All two-way responses will operate on 45 EMS MAIN talkgroup for the duration of the incident. The use of any OPS talkgroups is the discretion of the Departments, but they are not commonly monitored by the DSCC.
- h. If a page was sent to a Department but the need for a response is no longer required while en route, the DSCC will then initiate a cancel page.
- i. The testing of the paging functions will be completed by the DSCC every Monday evening at 1800 hrs.
- j. In the event no available Department unit is available to accept a Call for Service, the affected Department Officer-In-Charge (OIC) will direct DSCC to request mutual aid from another Department.
- k. The DSCC will help facilitate specific incident-management requests and other directives from Department OIC. Mutual Aid Requests such as Advanced Life Support, neighboring departments, or hospital mass-casualty notifications will be initiated by the Department OIC.
- l. Upon the completion of a call, the DSCC shall provide the Departments, through email, a summary report (Rip-and-Run) containing call data.
- m. DSCC will provide training upon request to the Departments regarding the use of the dispatch services in a manner consistent with the training provided to other agencies.
- n. The Departments shall provide DSCC, on a continuing basis, all necessary rig and response information, as well as all necessary dispatching information unique to the Departments’ operations.
- o. Personnel or service complaints are directed to either the Director or Public Safety Support Supervisor of the DSCC for handling and resolution. Dispatchers should not be contacted directly for these instances.
- p. Departments are also encouraged to facilitate recommendations through their representative on the Public Safety Advisory Committee. The committee meets on a quarterly basis. The intent of these meetings is to find long-term solutions to any problems that may arise or to offer suggestions on improving or expanding the services the DSCC.

2. TERM. The term of this agreement shall be from July 1st, 2025 through December 31st, 2030. The agreement shall automatically renew for one successive 5-year term unless either party provides written notice, at least 60 days prior to December 31st of each year of its intention to review this agreement prior to the final automatic renewal period.
3. DOCUMENTATION. DSCC shall prepare such documents as are reasonably required by the Departments to document the calls handled pursuant to this agreement. The forms and methods used to document dispatch calls shall be as agreed upon by the parties.
4. OPEN RECORDS. The City, as a public entity, is subject to the open records requirements of the State of North Dakota. The Departments acknowledge that all records related to this agreement may be subject to said open records requirement. Any and all dispatch center records pertaining to Department responses shall be owned by the respective Department. The Departments shall have access to all such data and audio recordings maintained by the City for use in internal analysis. It is the responsibility of the Departments to provide any open record for discovery purposes to the respective court or attorney's office. All City-generated records will be kept in compliance with Open Record and Retention laws.
5. DEFAULT-TERMINATION. If either party is in default of any of the terms of this Agreement, the non-defaulting party may give written notice, specifying the nature of the default. If the default is not cured within 14 days of said notice, the non-defaulting party may terminate this agreement.
6. AMENDMENTS. This agreement may be amended only in writing, signed by both parties.

Dated this 1st day of July, 2025.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commission

BILLINGS COUNTY AMBULANCE

By: _____

RICHARDTON-TAYLOR
AMBULANCE DISTRICT

By: *Lea Floberg*

ATTEST

By: _____
Dustin Dassinger
City Administrator