

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

This Interlocal Agreement is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington on this ?? day of ??, 2023 by and between Skamania County, Washington, a political subdivision of the State of Washington, (the “County”), Skamania County Fire District #1, Skamania County Fire District #2, Skamania County Fire District #3, Skamania County Fire District #4, Skamania County Fire District #5, Skamania County Fire District #6, City of North Bonneville Fire Department, City of Stevenson Fire Department, , and Skamania County Public Hospital District (collectively, the “Agencies”).

WITNESSETH

WHEREAS, the Agencies desire to make a mutually agreeable arrangement with the County for the County Sheriff’s Office to provide certain Dispatch Services to the Agencies, and;

WHEREAS, the County, by and through its Sheriff’s Office, wishes to perform Dispatch Services for the Agencies as set forth below.

NOW THEREFORE, IT IS COVENANTED AND AGREED as follows:

PURPOSE

The purpose of this agreement is to provide for the dissemination of information received by the Skamania County Sheriff’s Office Public Safety Access Point (as that term is hereinafter defined) to the Agencies related to emergency response by the Agencies.

1. Dispatch Services.

- 1.1. The County, by and through its Sheriff agrees to provide certain Dispatch Services (hereinafter referred to as “Dispatch Services”).
- 1.2. Dispatch Services shall mean: the receipt of information by the Sheriff’s Office Public Safety Access Point (hereinafter, “PSAP”, as defined by WAS 118-66-030(65)) and the transmission of that information to the Agencies by radio using a two-tone alert and two-way radio systems selected by the Agencies, accepted and accessible the Sheriff’s Office, and also via computer-based software selected by the Agencies provided to the Sheriff’s Office at Agency expense, and capable of integration with existing call management software (hereinafter, “Agency Page-out”). Agency expense for purposes of the computer-based software shall include the costs of the software package including ancillary integrations, installation, maintenance, and subscriptions.
- 1.3. Dispatch Services for purposes of this agreement shall include initiating Agency Page-outs, including both automatic and requested mutual-aid Page-outs, resource racking, and Computer Aided Dispatch (also known as “CAD”) system entry.

2. Service Quality Assurance; Agency duty of cooperation.
 - 2.1. Subject to the continued availability of independent third-party service review protocols applicable to medical calls (“Medical Quality Assurance Protocols”), the Sheriff’s Office and the Agencies shall participate in periodic Quality Assurance reviews of Dispatch Service provided in connection with Agency Page-outs for medical and fire calls. The parties agree to act in good faith to establish a reasonable schedule for periodic review.
 - 2.2. The County and the Agencies agree to the informal and periodic review of fire calls by and through the Skamania Emergency Services Council, or such other collaborative group as may be utilized by participating Agencies, as a forum for such reviews. In addition, subject to the availability of independent third-party service review protocol applicable to fire calls, the Sheriff’s Office and the Agencies shall participate in Quality Assurance reviews of Dispatch Service provided in connect with Agency Page-outs for fire calls. The parties agree to act in good faith to establish a reasonable schedule for periodic review.
 - 2.3. The assure the efficient and effective administration of Dispatch Services, the participating Agencies agree to adhere to the communications policies and protocols provided in Annex A attached hereto, as such policies may be amended or revised from time-to-time by and through the Emergency Services Council or such other collaborative group as may be utilized by participating Agencies to establish common communication policies and protocols.
3. Payment
 - 3.1. Method for Calculating Agency Fees
 - 3.1.1. As consideration for these services, the Agencies shall each pay the County a dispatch fee amount equal to the product of multiplying the average Agency call volume allocation percentage (as that term is defined in 3.1.2 herein) by the net dispatch cost of \$62,902.00.
 - 3.1.2. The average agency call volume percentage will be determined as follows:
 - 3.1.2.1. The Sheriff’s Office will provide an Agency Page-out call count to each Agency on a quarterly basis on or before April 30, July 31, October 31, and January 31 with respect to each preceding calendar year quarter. The Agency page-out count for Skamania County Fire District #1, Skamania County Fire District #2, Skamania County Fire District #3, Skamania County Fire District #4, Skamania County Fire District #5, Skamania County Fire District #6, City of North Bonneville Fire Department, and City of Stevenson Fire Department (collectively the “Fire Departments”) shall not include Fire Department page-outs initiated as mutual aid calls outside of their local jurisdiction and any call to assist Skamania County Medical Services.

3.1.2.2. The parties agree to resolve their respective call counts in good faith and agree upon their respective Agency page-out call county for each quarter on or before May 31, August 31, November 30, and February 28 with respect to each preceding calendar year quarter. If the Sheriff's Office is not notified via email or letter on or before the dates specified in section 3.1.2.2, then the Agency, page-out call count is deemed accepted.

3.1.3. The Sheriff's Office shall:

3.1.3.1. Tally the accepted total calendar year Agency page-out call count for each respective agency and shall compute the annual average Agency page-out call count for the three-years preceding the billing periods (as that term is defined hereinafter).

3.1.3.2. Divide the sum of the tallied average Agency page-out call counts for all Agencies by each Agency's average Agency page-out call count to determine the average Agency call volume percentage for each agency.

3.1.3.3. For the billing period commencing January 1, 2023 the accepted average Agency call counts shall be those indicated on Schedule A, attached hereto which demonstrates the calculation of the Agency call volume allocation percentage.

3.1.4. Invoice Procedures. The Sheriff's Office will transmit an invoice to each lead Agency on or before March 31 of each year. The invoice will include: (a) a statement of the lead Agency's dispatch fee for the ten current calendar year (the "Billing Period"), (b) a schedule in substantially the same form as Schedule A attached hereto which demonstrates the calculation of the Agency call volume allocation percentage.

3.1.5. Payment Due Date. The dispatch fee is due and payable on or before June 1.,

3.1.6. Disputes. An Agency in receipt of an invoice may make a request for additional information, if any, on or before April 30. If an information request is made, then the payment due date for that Agency is extended to July 1. At the election of the County, non-payment after the payment due date may result in termination of dispatch service to the non-paying agency in a manner consistent with the provisions of 3.4 ("Term & Termination).

4. Net Dispatch Cost reduced by Emergency Communication Revenue

4.1. If the County legislative authority submits an authorizing proposition to the County voters and if the proposition is approved by a majority of persons voting, then shall fix and impose a sales and use tax in accordance with the terms of RCW 82.14.420 for the

purposes designated in subsection (3) of said section, the revenue derived, designated and reserved by the County solely to pay costs arising directly from operation of Dispatch Services, including and limited to the costs included on Schedule B, shall be reflected in the reduction of the Net Dispatch Cost, and such schedule may be amended or revised from time to time.

4.2. Amounts not expended during the course of any fiscal year shall be carried over and reserved for use in the next subsequent fiscal year.

5. Term & Termination

5.1. Duration. The duration of this agreement shall be for four (4) years beginning on January 1, 2023, and ending no December 31, 2026.

5.2. Termination by an Agency. Any Agency may opt-out of this Agreement by providing notice to the County on or before October 31 of any year, in which case the dispatch service that Agency will terminate on January 1 of the following year and the calculation of the Agency call volume allocation percentages will be adjusted to remove that Agency's call volume percentage for all calculations for subsequent billing periods.

5.3. Termination by County. In addition, the County may terminate this Agreement in whole with respect to all Agencies or in part with respect to any non-paying Agency solely for non-payment with not less than 180 days' notice ("Notice Period") and adoption by the County Commission of an order or Resolution approving termination of this Agreement. Any non-paying Agency may cure at any time during the Notice Period by payment of amounts due under 3, et seq.

5.4. Termination for non-payment. With respect to any non-paying Agency, Dispatch Service shall terminate immediately upon adoption by the County Commission of an order or Resolution approving termination of this Agreement with respect to the non-paying Agency.

6. Indemnification.

6.1. County Indemnification. The County acknowledges that, pursuant to the terms of this Agreement, the County is totally responsible for the acts and omissions of its officers, officials, and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this Agreement. The County assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless each Agency, its officers, officials and employees, from and against any and all liability which may accrue to or be sustained by each Agency, or its officers, officials and employee, on account of any claims, suite or legal action made or brought against east Agency for the death or injury to persons (including County's employees) or damage to property involving the County, arising out of any act or omission of the County or any County employee in the performance of services

performed hereunder. This indemnification extends to the officials, officers and employees of each Agency and includes attorney's fees and the cost of establishing the right to indemnification herein in favor of each Agency. This indemnification does not extend to injuries or damages caused by the sole negligence of each Agency.

6.2. Agency Indemnification. Each Agency (singularly and not jointly) acknowledges that pursuant to the terms of this Agreement, the Agency is totally responsible for the acts or omissions of its own officials, officer, and employees. The Agency assumes the risk of all damages, loss, costs, and penalties, and agrees to indemnify, defend, and hold harmless the County, its officers, officials, and employees from and against all liability which may accrued to or be sustained by the County or account of any claim, suit or legal action made or brought against the County or its officers, officials, and employees, for the death or injury to person (including Agency's employees) or damage to property involving the Agency, arising out of any act or omission of the Agency or any Agency employee in the performance of law enforcement services. This indemnification extends to the officials offers and employees of the County and includes attorney's fees and the costs of establishing the rights to indemnification hereunder in favor of the County. This indemnification does not extend to injuries or damages caused by the sole negligence of the County.

7. Materials.

All material needed to perform this Agreement and the expense of performing it, shall be provided, or paid by the County. Such material includes and is limited to personnel and equipment necessary to operate the PSAP and provide Dispatch Services.

8. Agencies to Cooperate.

Each agency agrees to cooperate fully with the County in the performance of this Agreement and to furnish the County with any information available to the Agency that the County may require during the performance of this Agreement.

9. Equal Opportunity Employer.

The County covenants that it is an equal opportunity employer.

10. Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this Agreement, the remaining provisions shall nevertheless continue to be valid and enforceable.

11. Modifications.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or notifications be made in writing and executed by both parties.

12. Attorney Fees

Any suit or action filed by any party to enforce or interpret a provision of this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suite or action, including court costs and reasonable attorney's fees.

13. Entire Agreement.

This agreement is the entire agreement between the parties and supersedes all previous agreement or understandings between them. This Agreement may be modified only in writing, provided both parties have signed the amended document.

14. Choice of Venue.

This Agreement shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in Skamania County.

15. Filing Requirements.

Copies of this Agreement shall be filed with the Agency City Clerk and per RCW 39.34.040 the Skamania County Auditor, if an as required.

16. Interlocal Agreement Representations:

This in an interlocal agreement pursuant to RCW Chapter 39.34 and the parties make the following representations:

a. Duration. This Agreement shall be for a four-year period and shall terminate as provided in section 5 above.

b. Organization. No new entity will be created to administer this agreement.

c. Purpose. The purpose is to enable Skamania County to contract with area fire districts to provide Dispatch Services.

d. Manner of Financing. The parties intend to finance this Agreement in cash as part of their general fund's budget.

e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in section 5 above.

f. Other. All terms are covered by this Agreement. No additional terms are contemplated.

g. Selection of Administrator. The Sheriff of Skamania County shall be the Administrator for this Agreement.

h. Copies of this Agreement shall be filed with the Skamania County Auditor and listed on each agencies' website (if applicable) per RCW 39.34.040.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY COMMISSIONERS
Skamania County, Washington

Summer N. Scheyer, Sheriff

Chairman

Date: _____

Commissioner

Commissioner

Date

APPROVED AS TO FORM:

Prosecuting Attorney

ATTEST:

Clerk of the Board

Address for Notice:
Summer N. Scheyer, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

SKAMANIA COUNTY
FIRE DISTRICT # 1

BOARD OF COMMISSIONERS

Trevor Creon, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

SKAMANIA COUNTY
FIRE DISTRICT # 2

BOARD OF COMMISSIONERS

Robert Farris, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

SKAMANIA COUNTY
FIRE DISTRICT # 3

BOARD OF COMMISSIONERS

Aaron Kreps, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

SKAMANIA COUNTY
FIRE DISTRICT # 4

BOARD OF COMMISSIONERS

Chris Fuller, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

SKAMANIA COUNTY
FIRE DISTRICT # 5

BOARD OF COMMISSIONERS

Shane Cornish, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

SKAMANIA COUNTY
FIRE DISTRICT # 6

BOARD OF COMMISSIONERS

Frank Yela, Chief

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Secretary to the Board

CITY OF STEVENSON

CITY COUNCIL
Stevenson, Washington

Scott Anderson, Mayor

Chair

Date: _____

Council Member

Council Member

Council Member

Council Member

Date

APPROVED AS TO FORM:

Legal Counsel

ATTEST:

Clerk

CITY OF NORTH BONNEVILLE

CITY COUNCIL
North Bonneville, Washington

Brian Sabo, Mayor

Chair

Date: _____

Council Member

Council Member

Council Member

Council Member

Date

APPROVED AS TO FORM:

Legal Counsel

ATTEST:

Clerk

SKAMANIA COUNTY
PUBLIC HOSPITAL DISTRICT

BOARD OF COMMISSIONERS

Ann Lueders, Superintendent

Chairman

Date: _____

Commissioner

Commissioner

Date

ATTEST:

Administrative Assistant

Annex A

COMMUNICATION POLICIES AND PROCEUDRES

Schedule A

AGENCY CALL VOLUME ALLOCATION PERCENTAGE

LEAD AGENCY	2020		2021		2022		Average Call Volume Allocation %	Dispatch Fee
	Verified Call Volume	Call Volume Allocation %	Verified Call Volume	Call Volume Allocation %	Verified Call Volume	Call Volume Allocation %		
FD1	77.00	4.67%	71.00	4.45%	52.00	3.42%	4.18%	\$ 2,825.65
FD2	19.00	1.15%	16.00	1.00%	21.00	1.38%	1.18%	\$ 791.18
SFD	35.00	2.13%	48.00	3.00%	42.00	2.76%	2.63%	\$ 1,766.03
FD3	29.00	1.76%	23.00	1.45%	22.00	1.45%	1.55%	\$ 1,045.49
FD4	118.00	7.17%	75.00	4.71%	89.00	5.85%	5.91%	\$ 3,984.16
FD5	27.00	1.64%	23.00	1.44%	16.00	1.05%	1.38%	\$ 932.46
FD6	18.00	1.09%	4.00	0.25%	2.00	0.14%	0.49%	\$ 339.08
Mill-A	3.00	0.19%	2.00	0.13%	1.00	0.06%	0.13%	\$ 84.77
NBFD	21.00	1.28%	20.00	1.25%	14.00	0.92%	1.15%	\$ 777.05
EMS	1299.00	78.92%	1313.00	82.32%	1262.00	82.97%	81.40%	\$ 54,732.81
TOTAL	1646.00	100.00%	1595.00	100.00%	1521.00	100.00%	100.00%	\$ 67,278.69

Schedule B

DISPATCH SERVICES OPERATIONAL COSTS

EXPENDITURES	AMOUNT		REVENUES	AMOUNT
Total Personnel	\$896,432.50		State Excise Tax	\$96,500.00
Operating Cost 911 Budget	\$40,050.00		State Reimbursable	\$504,000.00
Facilities Cost	\$22,126.00			
Capital Improvements	\$44,671.00			
Total Cost	\$1,003,279.50		Total Revenue	\$600,500.00

DISPATCH INFORMATION

Dispatch Cost	\$402,779.50		
Total Calls	<u>2020</u> 10,051	<u>2021</u> 10,787	<u>2022</u> 9,616
Avg. Calls Per Year	10,151.33		
Cost Per Call	\$39.68		
Total Cost	\$62,902.06		