

**INTERLOCAL GOVERNMENTAL CONTRACT BETWEEN
THE KALISPEL TRIBE OF INDIANS
AND
PEND OREILLE COUNTY
FOR
DISPATCH COMMUNICATION SERVICES**

January 1, 2018 – December 31, 2020

This contract is made and executed this 11th day of December, 2017, by and between the Kalispel Tribe (hereinafter referred to as the Tribe) and Pend Oreille County, Washington (hereinafter referred to as the County).

ARTICLE I

PURPOSE OF CONTRACT / AUTHORITY

1. The County has an established 24 Hour Dispatch Communications facility. The parties believe it is in the public interest to make these services available to the Tribe on a contractual basis as set forth herein.
2. The Revised Code of Washington 39.34, the Inter-local Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services.

ARTICLE II

PART I

DISPATCH COMMUNICATION SERVICES

Both parties agree to abide by the policies and procedures established by the County governing the use of radio and law enforcement information and reporting systems. The County will seek and consider input from the Tribe when formulating new policies and procedures prior to their implementation.

The Sheriff agrees to perform and provide the following:

1. Automatically track calls for service and attain compliance with the National Incident Based Reporting System (NIBRS) within six (6) months of the date this contract is ratified (the Tribe will be responsible for NIBRS reporting of incidents occurring within its jurisdiction).

2. To operate a twenty-four (24) hour law enforcement communications and dispatching service at the same standard as provided to Sheriff's Officers, including access to, and use of the Sheriff's law enforcement information and reporting system (SPILLMAN).
3. To operate a twenty-four (24) hour fire and EMS communications and dispatch service at the same standard as provided to Pend Oreille County Fire Districts.
4. Dispatch reported emergencies to the respective or appropriate law enforcement personnel or agency.
5. Maintain all confidential information received or having access to.
6. Maintain accurate law enforcement, fire and EMS files, records and logs.
7. Newly employed communication/dispatch officers shall successfully complete, within their first year of service, the 500 hour minimum Pend Oreille County Telecommunicator Training Course, complete and receive certification in the 40 hour Telecommunicator Basic Course that conforms to APCO Project 33 Revised standards, complete and receive certification in Advanced Emergency Medical Dispatching, and complete and receive certification in ACCESS training through the Washington State Patrol. A communication/dispatch officer who fails to complete the training required by this paragraph shall be discharged or transferred to a position not involving law enforcement duties. Transfer may result in a demotion. Every effort shall be made to provide this training immediately upon entry of duty.

PART II

COSTS AND PAYMENTS FOR SHERIFF'S DISPATCH COMMUNICATIONS SERVICES

The Tribe agrees to pay the County the amounts listed herein for the Sheriff's services set forth in Article II, Part I. The Sheriff will bill the Tribe monthly and the Tribe will remit payment within (30) days after receipt of the monthly billing.

For year beginning January 1, 2018	\$58,205.00
For year beginning January 1, 2019	\$58,800.00
For year beginning January 1, 2020	\$60,000.00

ARTICLE III

GENERAL PROVISIONS

The following apply equally to each Article within this contract as though fully set forth in the Article.

The County understands and acknowledges that the Kalispel Tribe enjoys sovereign immunity from suit and nothing in this Agreement shall be construed as a waiver of this immunity from suit; provided, however, that the Kalispel Tribe hereby provides a limited waiver of its sovereign immunity to the County as to any settlement or judgment for a breach of contract claim brought by the County in the instance that the Kalispel Tribe does not act in good faith and fails to comply with the indemnification provision of this Agreement to the County. In any event and notwithstanding the above, the Kalispel Tribe's indemnification obligations to the County under this Agreement and limited waiver of sovereign immunity herein shall be limited to the amount recoverable under the general commercial liability insurance policy maintained by the Kalispel Tribe in an amount not to exceed \$1,000,000 per occurrence, with a \$2,000,000 aggregate. The Kalispel Tribe shall provide County as an additional insured and provide the County with proof of additional insured status within ten (10) days of execution of this Agreement.

PART I

ARBITRATION

It is the intent and purpose of all parties to this contract to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the

event that the Tribe and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this contract, the matter may be submitted by either party for binding arbitration for an amount limited to the amount due under the contract. The Tribe and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Each entity shall be responsible for the cost of their chosen arbitrator and one-half (1/2) of the cost of the third arbitrator. Other expenses brought about by the arbitration will be borne equally by both parties except that each entity will pay for their own attorney fees. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this contract shall remain in full force and effect throughout the duration of this contract.

PART II

HOLD HARMLESS

1. The Tribe shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the Tribe, its officials, agents, employees or officers, including liability arising out of an unlawful or claim of unlawful acts, under this contract, by the Tribe, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the Tribe, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, and officers over which the Tribe exercises no direction or control. The liability for which the Tribe shall defend, indemnify and hold harmless, as described above, shall include, acts or omissions of the Tribe. Further, the Tribe specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.
2. The County agrees to defend, indemnify, and hold harmless the Tribe, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to attorney's fees, costs, and all other damages for all acts

and omissions of the County, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this contract, by the County, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the Tribe, its agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false imprisonment and violations of prisoners' Constitutional and/or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the Tribe's right to indemnification.

PART III

GENERAL COMPONENTS

1. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
2. No agent, employee, or representative of the Tribe shall be deemed to be an employee, agent, or representative of Pend Oreille County for any purpose whatsoever.
3. No agent, employee or representative of Pend Oreille County shall be deemed to be an employee, agent or representative of the Tribe for any purpose whatsoever.
4. Each party agrees to aid and assist the other in accomplishing the objectives of this contract.
5. This contract supersedes all prior agreements and contracts for Sheriff's dispatch communication services.

PART IV
MODIFICATION / TERMINATION

1. Changes or modifications to this contract may only be made upon mutual agreement by the parties, in writing, signed and attached hereto.
2. This contract may be terminated by the Tribe, the Pend Oreille County Sheriff, or the County without cause, provided that the party requesting termination gives one-hundred, twenty (120) days written notice of that party's intent to terminate.
3. Re-negotiations shall begin no later than one-hundred-sixty (160) days prior to the expiration of this contract.

ARTICLE IV

EFFECTIVE DATE OF CONTRACT

This is a three (3) year contract and shall be in full force and effect from January 1, 2018 through December 30, 2020.

IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

**PEND OREILLE COUNTY
BOARD OF COMMISSIONERS**

KALISPEL TRIBE

Absent

Karen Skoog, Chairman

Glen Nenema

Glen Nenema, Chairman

Steve Kiss

Steve Kiss, Vice-Chairman

Mike Manus

Mike Manus, Member

ATTEST:

Rhonda Cary

Rhonda Cary, Clerk of the Board

Alan Botzheim

Alan Botzheim, Sheriff