

**INTERLOCAL GOVERNMENT
DISPATCH SERVICES AGREEMENT**

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AUG 22 2005
CITY OF OMAK

THIS AGREEMENT, made and entered into this 15th day of March, 2005, by and between **CITY OF OMAK** and the **COUNTY OF OKANOGAN**, both municipal corporations of the State of Washington, hereinafter referred to respectively as the "**CITY**" and the "**COUNTY**".

W I T N E S S E T H :

WHEREAS, to achieve efficiency and economy in local government, the **CITY** is desirous of contracting with the **COUNTY** for dispatching, telephone answering and Teletype services, and;

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

WHEREAS, 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, in consideration of the promises and agreements set forth below, the parties hereto agree as follows:

1. The **COUNTY** agrees and promises as follows:
 - A. To provide complete dispatching, answering and teletype services to the **CITY** in the manner consistent with sound practice, with such services to be of the same level, degree and quality as rendered to county officers.
 - B. To furnish all personnel and equipment and any and all other things necessary to accomplish the aforesaid level of services.

2. The **CITY** agrees and promises as follows:
 - A. To pay to the **COUNTY** for the above service for the calendar year 2005, as agreed in section 3 (E) and (F) below.
 - B. To be responsible for compliance with State Law 10.97 RCW, Title 13.50 RCW, any Federal Laws and any other law currently or hereafter enacted regarding any records or information received from the Okanogan County Dispatch Center, NCIC, WACIC and/or the Okanogan County Sheriff's Office.

3. Both parties agree and promise as follows:

- A. The parties intend that as between the CITY and the COUNTY, an independent contractor relationship is created by this agreement. All liability for salaries, employee benefits, capital equipment costs, repair and maintenance thereof, and any and all other liability to the public for intentional or negligent acts, or any other liability arising from the performance, or lack of performance, by the COUNTY in connection with this agreement shall be the sole liability of the COUNTY and to such end the COUNTY shall assume liability for, defend against and secure the CITY from all costs or damages arising from performance, or lack of performance, hereunder.
- B. This agreement shall be effective from and after March 15, 2005, and unless terminated as hereinafter provided by the CITY or the COUNTY, or superseded by the successor agreement, shall remain in full force and effect from year to year thereafter.
- C. The organization, scheduling and supervision, etc., of the County Dispatch Center shall be as determined by the County Sheriff.
- D. For purposes of administering this agreement, there is hereby designated a Joint Advisory Board consisting of the following: The Sheriff of Okanogan County, The Mayor of the CITY and The Police Chief of the CITY, who shall continually evaluate and meet and confer upon all matters concerning the delivery of dispatching services as provided herein. In the event either party determine that a genuine issue exists with regard to noncompliance as to any term of this agreement, the aggrieved party shall forthwith arrange a meeting of said Advisory Board to present such views. Said Board shall, in good faith, attempt to reach an amicable resolution of any such grievance or controversy.
- E. The fee to be paid by the CITY to the COUNTY in 2005 and years thereafter shall be computed by use of the following formula:

CITY POPULATION / COUNTY USER POPULATION X (ACTUAL SALARY + BENEFITS + TELETYPE + OPERATING COSTS)

DEFINITIONS

COUNTY USER POPULATION: Means the total population in all un-incorporated and incorporated areas of Okanogan County, excluding the population in those municipalities that do not receive County Dispatch services.

ACTUAL SALARY: Means actual expenditures for the salaries of dispatch personnel, including the cost of benefits as determined on a quarterly basis.

OPERATIONAL COSTS: Means those costs, defined as such in the County Sheriff's annual budget submitted for the Dispatch Center to the Board of County Commissioners, said budget to be submitted no later than September 20th of each year; plus any additional costs defined as such and approved thereafter by the Board of County Commissioners as unforeseen emergency expenditures.

- F. The CITY shall be billed each quarter for its appropriate share, based on actual expenditures made by the COUNTY during the billed quarter.
- G. The CITY shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 180 days written notice to the COUNTY of the CITY 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 180 days written notice to the CITY of the COUNTY'S intent to terminate and withdraw.

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

CITY OF OMAK

Dale Sparber
Dale Sparber, Mayor

Larry Schreckengast
Larry Schreckengast, Chief of Police

Attest:

Trish Butler
Trish Butler, Clerk/Treasurer

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Mary Lou Peterson
Mary Lou Peterson, Chairperson of the Board

Bud Hover
Bud Hover, Member

Andrew Lampe
Andrew Lampe, Member

Frank T. Rogers
Frank T. Rogers, Sheriff

Approved as to Form:

Heidi Appel
Heidi Appel, Civil Deputy Prosecutor

Attest:

Brenda J. Crowell
Brenda J. Crowell, Clerk of the Board

