

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF OTHELLO AND ADAMS COUNTY PUBLIC HOSPITAL DISTRICT #3 FOR DISPATCH SERVICE**

**1. Preamble.** THIS INTERLOCAL AGREEMENT is made, entered and in effect January 1, 2019, by and between the City of Othello, a municipal corporation of the State of Washington, herein known as "City" and Adams County Public Hospital District #3, herein known as "District", a political subdivision of the State of Washington.

**2. Recitals:**

The City operates a dispatch center, which is a Public Safety Answering Point for purposes of implementation of Emergency 911 (E911) service throughout the state and more particularly southern Adams County.

The District desires to have the City dispatch Ambulance Personnel and dispatch County E911 calls within southern Adams County for the Othello Ambulance Service. The City is willing and able to provide dispatch and E911 services to the District.

The City and District have the authority pursuant to RCW Chapter 39.34 to enter into this Agreement.

**3. Agreement:** In consideration of the mutual benefits and covenants described here, the parties agree as follows:

**3.1. Dispatch Center:** The City agrees that it has and will operate a dispatch center to include all facilities, phones, radios, , fax machines and other required electronic equipment as well as qualified personnel necessary to courteously, efficiently and effectively receive and dispatch E911 calls in southern Adams County and to dispatch District's ambulance service 24 hours a day, seven days a week, 365 days a year. This dispatch center is a Secondary Public Safety Answering Point for E911 purposes. The maintenance, repair and upgrading of radio and dispatching equipment will be provided by the City of Othello through the use of funding derived from fees for dispatching and local sources available for that purpose.

**3.2. Professional Service:** The City agrees to provide professional quality service which is free from rude or unprofessional conduct toward the public or employees of District and operates in strict compliance with established radio procedures. Complaints about dispatch services will be directed to the Police Department. Complaints about ambulance service will be directed to the Adams County Public Hospital. As part of an ongoing quality of service review, a brief summary of all complaints and their dispositions shall be made available to the Othello Dispatch Advisory Board.

**3.3. Adams County Public Hospital District #3 Operations:** District agrees to have adequate staffing immediately available to receive information about, and to respond to, such emergencies. District personnel (including but not limited to ambulance personnel) shall in no way have direct supervision or control over the personnel or equipment owned and operated by the City. The sole responsibility and function of the ambulance personnel shall be to receive and respond to such calls in a timely manner. The District shall defend, indemnify and hold the City harmless from damages resulting from District caused delays in handling said emergency calls, or for negligent misfeasance or malfeasance acts, which are solely the result of negligent or intentional acts or omissions by District personnel, in answering said calls or performing any of their official functions associated with such calls. The City shall defend, indemnify and hold the District harmless from damages resulting from City caused delays in handling said emergency calls, or for negligent misfeasance or malfeasance acts of the City personnel, which are the solely the result of negligent or intentional acts or omissions by City personnel, in answering said calls or performing any of their official functions associated with such calls. District personnel shall avoid rude or unprofessional conduct towards employees of the City's dispatch center and shall operate in strict compliance with established radio procedures.

**3.4. Additional Dispatch Services:**

**3.4.1.** In addition to the receipt and dispatch of said E911 calls, City shall provide to District personnel radio dispatch services for those ambulance personnel in southern Adams County.

**3.5. Terms of Agreement:** This Agreement shall be for four (4) years beginning on January 1<sup>st</sup>, 2019 and ending on December 31<sup>st</sup>, 2022. Either party may terminate this Agreement with or without cause by giving the other party at least ninety (90) days prior written notice of termination to the other party.

**3.6. Dispute Resolution:** Disputes that arise as to the operation of the City's dispatch center to accomplish the purposes of this Agreement shall be submitted to the Hospital Administrator and City Police Chief who shall meet and attempt to resolve the dispute. In the event the Hospital Administrator and Police Chief shall be unable to resolve the dispute, the dispute shall be submitted to binding arbitration in accordance with RCW Chapter 7.04.

**3.7. Advisory Board**

**3.7.1.** There is created by this Agreement an Othello Dispatch Center Advisory Board. This board shall consist of one representative each from the Othello Police Department, Adams County Sheriff, Othello Fire Department, Adams County Fire District No. 5, and District's ambulance service.

**3.7.2.** This Board will be technical in nature and advise the parties on issues pertaining to the delivery of communication services to users of E911 dispatch services in southern Adams County. This Board shall be responsible for recommending all operating

procedures for dispatching. The ultimate decision on how the dispatch center operates is the sole discretion of the City of Othello, and the City shall have sole authority to manage the dispatch center and those City employees operating the same.

**3.7.3.** The Board shall determine their meeting schedule, which must be at least once every other month. The Board shall select a chairperson who shall conduct the meetings. The Othello Dispatch Center Advisory Board shall provide guidance to the City, as the manager of the dispatch center, concerning matters to include, but not limited to, the following issues:

- A. Staffing levels and training for dispatchers;
- B. Operation policies of the dispatch center;
- C. The assignment and allocation of dispatch frequencies.

**3.7.4.** E911 agencies using the Othello Dispatch Center which are not members of the Othello Dispatch Center Advisory Board may attend Board meetings and provide input concerning operation of the City's dispatch center. When making recommendations, the Othello Dispatch Center Advisory Board will have voting power concerning all matters related to operation of the dispatch center, to include those issues mentioned above.

**3.8. Service Area:** The portion of southern Adams County to which this Agreement shall apply is described as all of Adams County lying west of the Lind-Hatton Road to the Grant County line on the West, the southern boundary is the Franklin County line, and the northern boundary is the Grant County line.

**3.9. Notice:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Adams County Public Hospital District #3, 315 N 14<sup>th</sup> Ave., Othello, WA 99344 or to the City at the Othello Police Department, 500 E Main St., Othello, WA 99344-1195, or at such other address as either party may designate to the other in writing. Every notice shall be deemed to have been given at the time it was deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**3.10. Fees:** This agreement includes a 3% increase per year starting after the 2019 agreed fee of \$17,607 (seventeen thousand, six hundred and seven dollars). Accordingly, the District shall pay to the City the sum of \$18,135.00 (eighteen thousand, one hundred thirty-five dollars) for the year 2020, \$18,679.00 (eighteen thousand, six hundred and seventy-nine dollars) for the year 2021 and \$19,239.00 (Nineteen thousand two hundred and thirty-nine dollars) for the year 2022. The City shall submit a billing to the District each quarter for services provided in the preceding three months. Such billing shall be due and payable within thirty (30) days after deliver of the billing to the District.

**3.11. Non-Payment and Other Defaults:** In the event of any default hereunder, upon ten (10) days written notice by the City to the District with regard to failure to make any payment required, and in the event same shall not be cured within the foregoing notice time requirements, then the City shall be entitled, without further notice or demand, to exercise the following remedy, including any other remedy granted at law or in equity.

**3.11.1.** The City shall have the right to cancel and terminate this agreement, by giving the District not less than ninety (90) days written notice of the cancellation and termination, except as provided herein. On expiration of the time fixed in the notice, this agreement with District hereunder, shall terminate in the same manner and with the same force and effect, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

**3.12. Supervision and Control:** Other than with respect to City owned equipment and personnel, the City, in the operation of the Public Service Answering Point, shall in no way have supervision or control over the responding personnel, vehicles or equipment owned by any entity, nor shall the City in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by the dispatched entity. The sole responsibility and function of the City shall be to receive emergency calls from the public, to timely notify the pertinent responding entity of said emergency calls in accordance with the dispatched entity's provided priority call system, and to provide requested information to the dispatched entity's personnel, all in an expeditious manner consistent with staffing levels and activity at the time of the call.

**3.13. Relationship of the Parties:** No agent, official, employee, servant, or representative of the City shall be deemed an officer, employee, agent, servant or representative of the District for any purpose. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives. District will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives. Nothing herein shall be interpreted to create a joint venture or partnership between the City and the District.

**3.14. Indemnification:** The District shall defend, indemnify and hold the City and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City (by or through their officers, officials, employees, and/or volunteers), the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the

purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**3.15. Insurance Requirement:** The District agrees to procure an insurance policy that covers the District's errors and omissions in carrying on the services contemplated in this Agreement, including but not limited to Commercial General Liability. Said insurance shall name the City as an additional insured, and shall have the following policy limits:

- a. \$1,000,000 per injured person;
- b. \$2,000,000 aggregate per occurrence.

The parties agree that the District's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

**3.16. Agreement:** This Agreement constitutes the entire agreement between the City and the District with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

**3.17. Governing Law:** This Agreement shall be governed by laws of the State of Washington. If any action is filed arising out of, or to enforce this Agreement, then the venue of any such action shall be in Adams County, Washington. The prevailing party in any such action shall be entitled to recover their reasonable attorney fees and costs incurred in the action.

**3.18. Severability:** In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

**3.19. Recording of Agreement:** This Agreement, prior to its entry into force, shall be filed with the Othello City Clerk and the Adams County Auditor.

CITY OF OTHELLO      ADAMS COUNTY PUBLIC HOSPITAL DISTRICT #3

By: Shawn R Logan  
Shawn Logan, Mayor

By: Connie Agendroed  
Adams County Public Hospital District  
#3

Dated: 9/4/19

Dated: 8/26/2019