

ORIGINAL

C-2017-14

Agreement # NP2017-7

INTERLOCAL GOVERNMENTAL CONTRACT
FOR
DISPATCH COMMUNICATION SERVICES

BETWEEN

THE CITY OF NEWPORT, WASHINGTON
AND
PEND OREILLE COUNTY

January 1, 2017 - December 31, 2019

This contract is made and executed this 4th day of December 2016, by and between the City of Newport, Washington and Pend Oreille County, Washington. 2017

ARTICLE I

PURPOSE OF CONTRACT / AUTHORITY

1. Pend Oreille County has an established 24 hour Dispatch Communication facility. The parties believe it is in the public interest to make these services available to the City of Newport on a contractual basis as set forth herein.
2. The Revised Code of Washington 39.34, the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services.

ARTICLE II

PART I

DISPATCH COMMUNICATION SERVICES

The Sheriff agrees to provide the following services:

1. Twenty-four (24) hour dispatching, and related record keeping services at the same standard as provided to Sheriff's Officers;
2. Twenty-four (24) hour access to the following criminal justice data bases: NCIC / WACIC / Access;
3. Receive City citizen complaints/calls for service and dispatch them to City officers.
4. Maintain adequate dispatching records;
5. Place telephone calls when City officers are in the field and the urgency of the information requires immediate action and response.
6. Maintain a record of City outstanding warrants.
7. Twenty-four (24) hour Fire and EMS communications and dispatch service at the same standard as provided to Pend Oreille County Fire Districts.

PART II
COSTS AND PAYMENTS FOR
SHERIFF'S DISPATCH COMMUNICATION SERVICES

The City agrees to pay Pend Oreille County at the following rates:

for Calendar year 2017 \$51,400

for Calendar year 2018 \$52,428

for Calendar year 2019 \$53,477

for Sheriff's Dispatch Communication services set forth in Article II, Part I. The City will remit payment monthly.

ARTICLE III
PART I
DISPUTE RESOLUTION

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 City 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. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. 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 City 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 City, its officials, agents, employees or officers, including liability arising out of unlawful or claim

AB

of unlawful acts, under this contract, by the City, 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 City, its agents, employees, officials or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, officials and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall be based on acts or omissions of the City. Further, the City 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 City, 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 liability arising out of unlawful or claim of unlawful acts 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 City, its agents, employees, officials 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 be 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 City'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 City 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 City 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 City, the Pend Oreille County Sheriff, or the County only with cause, provided that the party requesting termination gives ninety (90) days written notice of its intent to terminate.

ARTICLE IV

EFFECTIVE DATE OF CONTRACT

This contract shall be in full force and effect from January 1, 2017 through December 31, 2019.

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


Mike Manus, ~~Chairman~~ Member

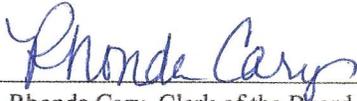

Karen Skoog, ~~Chairman~~


Steve Kiss, ~~Member~~ V.ice Chair

CITY OF NEWPORT

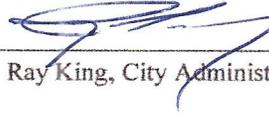

Shirley Sands, Mayor

ATTEST:



Rhonda Cary, Clerk of the Board 12-11-2017

ATTEST:



Ray King, City Administrator



Alan Botzheim, Sheriff

AB