

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OHELLO AND  
ADAMS COUNTY FIRE DISTRICT #5 FOR DISPATCH SERVICE**

**January 2018**

**1. Preamble.** THIS INTERLOCAL AGREEMENT is made, entered and in effect **01/01/ 2018**, by and between the City of Othello, a municipal corporation of the State of Washington, herein known as "City" and Adams County Fire District #5, a political subdivision of the State of Washington, herein known as "Fire District #5."

**2. Recitals:**

The City operates a dispatch center in southern Adams County.

Fire District #5 desires to have the City dispatch Adams County District #5 Fire Personnel within southern Adams County for Adams County District #5. The City is willing and able to provide those dispatch services to Adams County Fire District #5.

The City and Fire District #5 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, teletypes, hearing impaired phones, fax machines and other required electronic equipment as well as qualified personnel necessary to courteously, efficiently and effectively receive and dispatch calls in southern Adams County and to dispatch Adams County Fire District #5 personnel 24 hours a day, seven days a week, 365 days a year. 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 Adams County Fire District #5 and operates in strict compliance with established radio procedures. As part of an ongoing quality of service review, a brief summary of all complaints and their dispositions shall be made available to the Dispatch Committee.

**3.3. Adams County Fire District #5 Operations:** Fire 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 Fire personnel shall be to receive and respond to such calls. Adams County Fire District #5 shall defend, indemnify and hold the City harmless from delays in handling said emergency calls, which are solely the result of negligent or intentional acts or omissions by Fire personnel in performing any of their official functions associated with such calls. Fire 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 calls, City shall provide to Adams County Fire District #5 personnel radio dispatch services for those fire personnel in southern Adams County.

**3.5. Terms of Agreement:** This Agreement shall be for five (5) years beginning on January 1<sup>st</sup>, 2018 and extending to December 31<sup>st</sup>, 2022 or until terminated by either party. Either party may terminate this agreement by giving at least one hundred twenty (120) 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 Fire Chief and the City Police Chief who shall meet and attempt to resolve this dispute. In the event that the Fire Chief and the 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, Adams County Fire District No. 5 and Othello Community Hospital'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 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.

**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. Budget, to include capital outlay expenditures;
- B. Staffing levels and training for dispatchers;
- C. Dispatch equipment;
- D. Operation policies of the dispatch center;
- E. The assignment and allocation of dispatch frequencies.

**3.7.4.** 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 Fire District at the Adams County Fire District #5, 220 S Broadway 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 mails 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:** Fire District #5 shall pay to the City a total annual sum of \$ \$8,481.00 (eight thousand four hundred eighty-one dollars and zero cents-) beginning January 1 of 2018. This amount will increase 2% (two percent) per year for the life of this agreement (see attached rate schedule, Appendix A). Payment shall be made by Fire District #5 to the City in four (4) equal quarterly installments. The City shall submit a billing to Fire District #5 each quarter for services provided in the preceding three months. Such billing shall be due and payable within thirty (30) days after delivery of the billing to Adams County Fire District #5.

**3.11. Non-Payment and Other Defaults:** In the event of any default hereunder, upon ten (10) days written notice by the City to Fire District #5 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 Fire District #5 not less than thirty (30) days notice of the cancellation and termination, except as provided herein. On expiration of the time fixed in the notice, this agreement with Fire District #5 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 Dispatch Center, 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 dispatch calls from the public, to timely dispatch equipment and personnel 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 Adams County Fire District #5 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. Fire District #5 will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives.

**3.14. Agreement:** This Agreement constitutes the entire agreement between the City and Adams County Fire District #5 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.

**3.15. Governing Law:** This Agreement shall be governed by laws of the State of Washington.

**3.16. 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.

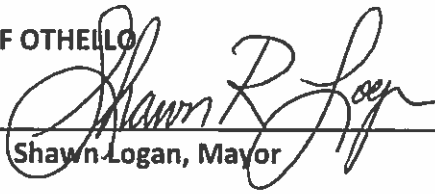
**3.17. Time:** Time is of the essence with respect to this Agreement.

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

**3.19 Renegotiating of Terms:** With the exception of the term of this Agreement provided in paragraph 3.5, either party that wishes to renegotiate any provision of this Agreement may give to the other party sixty (60) days written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice they shall engage in good faith negotiation. This Agreement may be revised at any time by agreement of the parties and shall be binding and effective when evidenced by a written agreement which has been executed by both parties in the same manner as this agreement.

CITY OF OTHELLO

By:

  
Shawn Logan, Mayor

Dated:

2-13-18

ADAMS COUNTY FIRE DISTRICT #5

By:



Adams County Fire District #5

Dated:

2/13/18

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OTHELLO AND  
ADAMS COUNTY FIRE DISTRICT #5 FOR DISPATCH SERVICE  
January 2018**

**Appendix A**

**FEES AND COMPENSATIONS.** In exchange for the services provided by the City as set forth in this Agreement, the District shall pay to the City a Service Fee at the rate as set forth below. The schedule of payment is addressed in 3.10 of the Interlocal Agreement.

Effective January 1, 2018 - \$8,481.00, eight thousand four hundred eighty one dollars and zero cents.

Effective January 1, 2019 - \$8,651.00, eight thousand six hundred fifty one dollars and zero cents.

Effective January 1, 2020 - \$8,825.00, eight thousand eight hundred twenty five dollars and zero cents.

Effective January 1, 2021 - \$9,002.00, nine thousand two dollars and zero cents.

Effective January 1, 2022 - \$9,183.00, nine thousand one hundred eighty three dollars and zero cents.