

Interlocal Agreement for Emergency Dispatch Services

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter referred to as “County”) and the Washington State Department of Corrections (hereinafter referred to as “DOC”).

WHEREAS, County provides emergency dispatch functions through its office of 911 Communications; and

WHEREAS, Washington DOC local office works in jurisdictions served by Lewis County 911 Communications, both independently and in cooperation with local law enforcement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. It is the purpose of this Agreement to provide emergency dispatch services to Washington State Department of Corrections, including all services as outlined in this Agreement under Section 3, SERVICES.

2. DURATION. The term of this Agreement shall commence upon execution by both parties and end on December 31, 2026. PROVIDED, any party may withdraw from this Agreement by giving ninety (90) days written notice of intent to withdraw to the other party. PROVIDED FURTHER, that failure of any party to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by the other party adversely affected by such breach upon giving thirty (30) days written notice of intent to withdraw to the party. Notices and other communications shall be transmitted in writing by US Mail, postage prepaid, addressed to the parties as follows:

If to Lewis County:	Lewis County 911 Communications 351 NW North St Chehalis, WA 98532
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If to Washington DOC:	Washington State Department of Corrections Chehalis Field Office 151 NE Hampe Way, STE C-2 Chehalis, WA 98531
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Parties may mutually agree to extend this contract on a year by year basis up to a total of five (5) years.

3. SERVICES: County shall provide emergency dispatching services as defined and set forth below.

- a. County shall monitor and respond to telephone calls and radio transmissions from DOC officers on primary law frequencies.

- b. County shall staff their communications center with enough qualified personnel to adequately cover the DOC officers 24 hours per day/365 days per year for radio and telephone coverage.
- c. County shall provide status checks for DOC officers every 5 minutes when an Officer is on a contact.
- d. County may provide Spillman Flex access to DOC officers upon approval from 911 Director.
- e. County may be excused from timely response to Government non-emergency radio traffic when they are responding to an unusually severe incident on other radio channels. County shall document and notify DOC when these incidents occur.

4. COMPENSATION. DOC shall pay County in quarterly installments as billed by County. The rate per dispatched incident shall be \$40.00. The rate per dispatched incident shall increase by 3% on January 1 of each year of the contract until termination. Billing shall be based on the dispatched incident count of the previous year; a “dispatched incident” shall be defined as an incident initiated by, or assigned to DOC personnel, and shall not include aid calls to other agencies, or any other interoperability or interagency communication with local agencies within Lewis County.

In spite of the preceding paragraph, initial contract billing for year 1 of this Agreement will be set at a flat rate of \$5,000/year (paid in quarterly installments) until an accurate call count can be accounted for in following years.

5. HOLD HARMLESS AND INDEMNIFICATION. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party (and their elected and appointed officials, employees, agents and volunteers) harmless from and against any and all claims, damages, losses and expenses (“expenses” include, but are not limited to, all court costs, attorney’s fees and dispute resolution costs) for the following:

- a. Any personal injury;
- b. Any bodily injury, sickness, disease or death; and
- c. For any damage to or destruction of any property (including the loss of use resulting therefrom)

which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party's elected or appointed officials, employees, agents or volunteers.

A party shall not be required to indemnify, defend, or hold another party harmless if the claim, damage, loss or expense was caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated or settled.

The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. To the extent required by a party's obligations to indemnify, defend and hold harmless the other party (but solely to that extent), each party hereby expressly waives any immunity afforded by such acts. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.

7. INSURANCE. The parties shall maintain in good standing their normal liability insurance during the term of this Agreement, which for the County means coverage under the Washington Counties Risk Pool, and for the State means coverage through the State insurance provider, as either such insurance mechanism may evolve in the normal course.

8. GENERAL. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

This contract was mutually negotiated by represented parties, and shall be construed neutrally. The parties waive any theory of contra proferentem.

No separate entity or joint venture is created by this contract. Each party shall keep its own records of its participation as required by law, and shall produce them as required.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their duly authorized representatives.

LEWIS COUNTY

APPROVED AS TO FROM

[name, title]

Civil Deputy

By _____
for Lewis County Board of County Commissioners

Dated this ____ day of _____, _____

WASHINGTON DEPARTMENT OF CORRECTIONS

APPROVED AS TO FROM

[name, title]

DocuSigned by:
Daryl Huntsinger
By _____
5BF3FE637EDB403...
WA Dept of DOC Representative

Daryl Huntsinger Contracts Administrator

Attorney

Dated this ____ day of 5/23/2024, _____