

RADIO SYSTEM USE AND 911/DISPATCH SERVICES AGREEMENT

The City of Bingen ("CITY") and KCLICKITAT COUNTY ("COUNTY"), both municipal corporations of the State of Washington, enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local government, the CITY desires to contract with the COUNTY for radio system use, dispatching, 9-1-1 call taking services; and,

WHEREAS, the COUNTY has a public safety radio system, 9-1-1/dispatch center and personnel capable of handling and efficiently providing such services to the CITY; and,

WHEREAS, it is necessary and desirable that such an agreement be executed;

THEREFORE, the parties agree as follows:

1. The COUNTY agrees:
 - a. To provide public safety radio system use for fire units of the CITY according to the Klickitat County Emergency Management Radio Use Policy.
 - b. To provide 9-1-1/Dispatching service, including 9-1-1 call taking, Radio dispatching, Emergency Medical Dispatch (EMD) and Computer Aided Dispatch (CAD) to the CITY. The COUNTY shall perform these services in the same manner and with the same quality as with its own employees or agencies.
 - c. To furnish personnel, radio system and 9-1-1/Dispatch telephone system equipment necessary to accomplish these services. The CITY shall be responsible for all installation and implementation of any additional radio or phone equipment, phone lines, or other specialized communication equipment or software the CITY requests.
2. The CITY agrees:
 - a. To be responsible for compliance with RCW 10.97 and 13.50 and all Federal laws regarding records received from the COUNTY.
 - b. To comply with the County's policy and procedures as they pertain to radio system use.
 - c. To send updated Fire Department administrative contact information, Fire Apparatus lists, and personnel roster no less than semiannually to the COUNTY, Emergency Management Director and the Chief of Operations via email by April 15th, and Oct. 15th annually.
3. The CITY and COUNTY agree:
 - a. The relationship of the CITY and COUNTY shall be that of Independent Agencies. All liability for salaries, employee benefits, capital equipment costs, and repair and

Bingen City Fire Radio System Use and 911/Dispatch Services Agreement
July 1, 2022 through June 30, 2025.

maintenance, except those requested by the CITY per Paragraph 1c, are wholly the responsibility of the COUNTY. However, if it becomes necessary and at the request of the CITY, to employ or staff additional personnel in COUNTY dispatch due solely to a major incident or event of which the CITY shall have responsibility, then the CITY shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel.

- b. The CITY agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by CITY employees and to defend and secure the COUNTY from all costs or damages arising from such acts.
- c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:
 1. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Fire Chief and the Emergency Management Director.
 2. Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be referred to the City of Bingen Mayor and the Chair of the County Commissioners or his/her designee for resolution.
 3. Should the matter not be resolved between the City of Bingen Mayor and the Chair of the County Commissioners, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall informally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney or judge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the information provided by the arbitrator.
- d. The parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against the other by the party's employees, agents contractors, subcontractors or other representatives.
- e. This agreement is effective for three years from 12:01 a.m. on July 1, 2022 until 11:59 p.m. on June 30, 2025. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.
- f. This Agreement may be reviewed by the parties prior to the termination date to consider possible terms of renewal.
- g. All notices and oral or written communications relating to this Agreement shall be forwarded to:

Bingen City Fire Radio System Use and 911/Dispatch Services Agreement
July 1, 2022 through June 30, 2025.

On behalf of the COUNTY:

Jeff King, Director
Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620
509-773-0582 ext. 3
jeffk@klickitatcounty.org

On behalf of the CITY:

Carl Spratt, Fire Chief
509-774-8208
City Administrator
PO Box 607
Bingen, WA 98605
509-493-2122


IN WITNESS WHEREOF, the parties here to have signed this agreement this 26 day of April, 2022

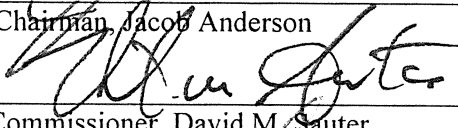
CITY OF BINGEN

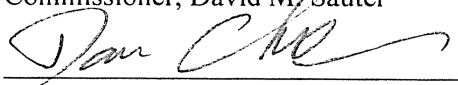


Mayor, Catherine Kiewit

BOARD OF COUNTY COMMISSIONERS



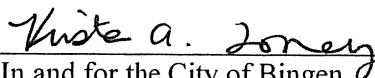
Chairman, Jacob Anderson


Commissioner, David M. Sauter


Commissioner, Dan Christopher

ATTEST:

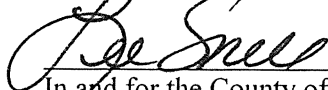
City Administrator, Krista Loney



In and for the City of Bingen
State of Washington

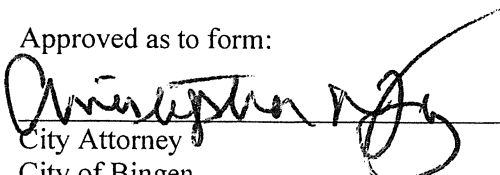
ATTEST:

Clerk of the Board



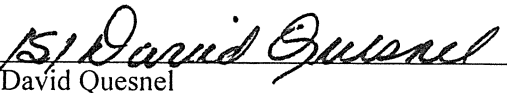
In and for the County of Klickitat,
State of Washington

Approved as to form:

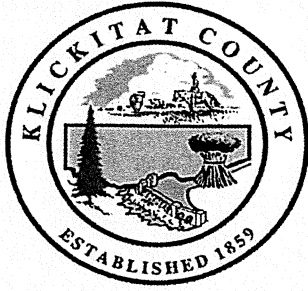


City Attorney
City of Bingen

Approved as to form:

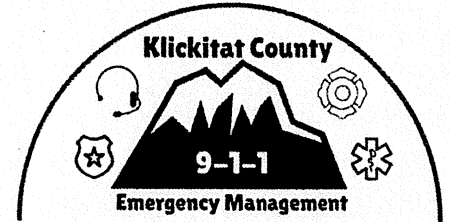


David Quesnel
Klickitat County Prosecuting Attorney



**Klickitat County
Emergency
Management
9-1-1 Services**

199 Industrial Way, Goldendale, WA
98620



FAX (509) 773-0362

(509) 773-0582

REQUEST FOR RETURN

The attached document(s) has been approved by the Board of County Commissioners.

The original(s) are submitted to you for approval and/or signature and must be returned to this office for filing as required in RCW 36.32.140.

In the event you are required by law to retain the original you must **provide a certified copy** of the completed original to this office for recording in the minutes of the Board of County Commissioners.

If the document(s) is provided in duplicate, please return the original that bears the **typed** resolution number and retain the second original for your records.

We request return of the original document to Klickitat County Emergency Management within **15 days to facilitate the recording of the weekly minutes of the Board of Commissioners.**

RADIO SYSTEM USE AND 911/DISPATCH SERVICES AGREEMENT

The City of Bingen ("CITY") and KLICKITAT COUNTY ("COUNTY"), both municipal corporations of the State of Washington, enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local government, the CITY desires to contract with the COUNTY for radio system use, dispatching, 9-1-1 call taking services; and,

WHEREAS, the COUNTY has a public safety radio system, 9-1-1/dispatch center and personnel capable of handling and efficiently providing such services to the CITY; and,

WHEREAS, it is necessary and desirable that such an agreement be executed;

THEREFORE, the parties agree as follows:

1. The COUNTY agrees:
 - a. To provide public safety radio system use for fire units of the CITY according to the Klickitat County Emergency Management Radio Use Policy.
 - b. To provide 9-1-1/Dispatching service, including 9-1-1 call taking, Radio dispatching, Emergency Medical Dispatch (EMD) and Computer Aided Dispatch (CAD) to the CITY. The COUNTY shall perform these services in the same manner and with the same quality as with its own employees or agencies.
 - c. To furnish personnel, radio system and 9-1-1/Dispatch telephone system equipment necessary to accomplish these services. The CITY shall be responsible for all installation and implementation of any additional radio or phone equipment, phone lines, or other specialized communication equipment or software the CITY requests.
2. The CITY agrees:
 - a. To be responsible for compliance with RCW 10.97 and 13.50 and all Federal laws regarding records received from the COUNTY.
 - b. To comply with the County's policy and procedures as they pertain to radio system use.
 - c. To send updated Fire Department staff contact information, Administrative contact information and Fire Apparatus lists no less than semiannually to the COUNTY, Emergency Management Director and the Chief of Operations via email by April 15th, and Oct. 15th annually.
3. The CITY and COUNTY agree:
 - a. The relationship of the CITY and COUNTY shall be that of Independent Agencies. All liability for salaries, employee benefits, capital equipment costs, and repair and

Bingen City Fire Radio System Use and 911/Dispatch Services Agreement
July 1, 2021 through June 30, 2022.

maintenance, except those requested by the CITY per Paragraph 1c, are wholly the responsibility of the COUNTY. However, if it becomes necessary and at the request of the CITY, to employ or staff additional personnel in COUNTY dispatch due solely to a major incident or event of which the CITY shall have responsibility, then the CITY shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel.

- b. The CITY agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by CITY employees and to defend and secure the COUNTY from all costs or damages arising from such acts.
- c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:
 1. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Fire Chief and the Emergency Management Director.
 2. Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be referred to the City of Bingen Mayor and the Chair of the County Commissioners or his/her designee for resolution.
 3. Should the matter not be resolved between the City of Bingen Mayor and the Chair of the County Commissioners, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall informally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney or judge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the information provided by the arbitrator.
- d. The parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against the other by the party's employees, agents contractors, subcontractors or other representatives.
- e. This agreement is effective for one year from 12:01 a.m. on July 1, 2021 until 11:59 p.m. on June 30, 2022. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.
- f. This Agreement may be reviewed by the parties prior to the termination date to consider possible terms of renewal.
- g. All notices and oral or written communications relating to this Agreement shall be forwarded to:

Bingen City Fire Radio System Use and 911/Dispatch Services Agreement
July 1, 2021 through June 30, 2022.

On behalf of the COUNTY:

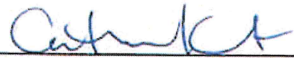
Jeff King, Director
Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620
509-773-0582 ext. 3
jeffk@klickitatcounty.org

On behalf of the CITY:

Carl Spratt, Fire Chief
509-774-8208
Cheyenne Wright, Clerk
PO Box 607
Bingen, WA 98605
509-493-2122

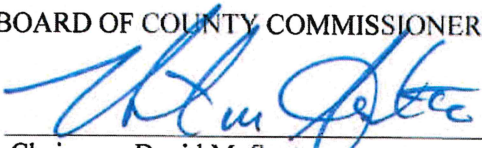
IN WITNESS WHEREOF, the parties here to have signed this agreement this 15th day of June, 2021

CITY OF BINGEN




Mayor, Betty Barnes

BOARD OF COUNTY COMMISSIONERS



Chairman, David M. Sauter




Commissioner, Jacob Anderson



Commissioner, Dan Christopher

ATTEST:

City Clerk, Cheyenne Wright


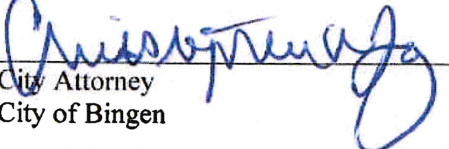
In and for the City of Bingen
State of Washington
City Attorney

ATTEST:

Clerk of the Board,

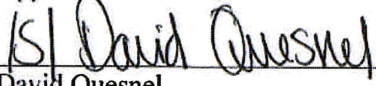

In and for the County of Klickitat,
State of Washington

Approved as to form:



City Attorney
City of Bingen

Approved as to form:



David Quesnel
Klickitat County Prosecuting Attorney