

**SOUTH SOUND 911 and
CITY OF FIFE**

AGREEMENT FOR PROJECT MANAGMENT SERVICES

THIS AGREEMENT is made and entered into by and between South Sound 911 (hereinafter referred to as "SS911") and the City of Fife, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), effective April 1, 2013.

WITNESSETH:

WHEREAS, hiring a Project Manager for SS911 is desirable to assist and coordinate implementation of a regional radio system; and,

WHEREAS, the City has the capacity to provide SS911 with project management services,

NOW THEREFORE, in consideration of the terms and provisions contained herein, IT IS AGREED by and between SS911 and the City as follows:

1. The City shall provide project management services to SS911 on a month-to-month basis.
2. Project management services shall include at a minimum, a mutually agreed to person to serve as the Project Manager for SS911. Additional support, including but not limited to; clerical staff, IT staff, office and meeting space at City facilities, vehicle, computer, and cell phone shall be made available by the City at the discretion of the Project Manager.
3. While the Project Manager's hours of work may vary from week to week based on workload, on an annualized basis the Project Manager shall be provided to SS911 for not less than sixteen (16) hours of work per week, pursuant to a schedule that is mutually agreeable to the parties.
4. The Project Manager shall provide support and coordination to the following projects, as directed and in coordination with the Executive Director of SS911:
 - a. Coordinate efforts between South Sound 911, its respective member agencies and emergency service partners in the planning, conceptual programming, development, design, and implementation of the SS911 facilities.
 - b. Coordinate meetings of the Public Safety Answering Points (PSAP) advisory committee.
 - c. Ensure appropriate coordination between the PSAP committee and any sub-committees created thereof.
 - d. Appropriately coordinate efforts with consultants and other project managers engaged by SS911.

- e. Support the review of existing facilities and evaluation of other model facilities.
 - f. Provide coordination and outreach to agencies which will be supported by proposed SS911 facilities and services.
 - g. As needed and directed by the Executive Director of SS911, provide reports (verbal and written), to the Executive Director, Operations Board and Policy Board.
 - h. It is understood that the scope of work for the Project Manager may be expanded at any time, by mutual agreement of the parties.
5. SS911 shall protect, defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of SS911, its officers, employees, or agents relating to or in the performance of this agreement. The City shall protect, defend, indemnify, and hold SS911, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees, or agents relating to or in the performance of this agreement. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
6. This agreement may be terminated by either party giving 30 calendar days notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to identify any other action needed to carry out the purposes and intents of the parties regarding this agreement.
7. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap or other protected class, be discriminated against or receive discriminatory treatment by reason thereof.

8. Consideration.

- a. SS911 shall pay the City a monthly fee of \$3,500 for each full month that the City provides Project Management services to SS911. The City will provide a monthly billing to SS911 for all fees accrued during the prior month.
- b. In addition to the monthly fee listed in paragraph 8.a. of this agreement, SS911 will reimburse the City for any material costs that are considered beyond the scope of standard materials and goods necessary for the Project Manager to fully execute the provisions of this Agreement.

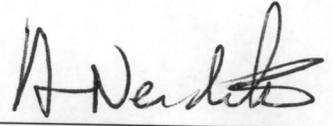
9. Miscellaneous Terms.

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington; jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.
- c. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a governmental entity of or interlocal administrative agency. The identity of the parties hereto is as set forth hereinabove.
- d. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- e. Unless otherwise specifically provided herein, personal property and any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time SS911 shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

FOR: South Sound 911

FOR: City of Fife:



Andrew Neiditz, Executive Director



Dave Zabel, City Manager