

INTERLOCAL AGREEMENT FOR FIRE DISPATCH SERVICES
CITY OF FIFE / CITY OF BUCKLEY

1. **Date and Parties.** This agreement ("Agreement") for reference purposes only, is dated the 27th day of November, 2012, and is entered into by and between the City of Fife, herein referred to as "Fife" and the City of Buckley, herein referred to as "Buckley".

2. **Authority to Contract.** Both parties are municipal corporations authorized by state law to enter into an agreement to allow one municipal corporation to provide services needed by another municipal corporation. The Buckley City Council has authorized the execution of this Agreement by official action taken the 27th day of November, 2012. The Fife City Council has authorized execution of this Agreement by official action taken at a regularly scheduled public meeting on the 27th day of November, 2012.

3. **Purpose of Agreement.** Fife operates a dispatch center and has facilities and personnel to provide dispatch services to other municipal corporations. Buckley has a need for fire dispatch services.

4. **Term.** The term of this Agreement shall be for three years, commencing at 12:01 a.m. on January 1, 2013. After the end of the initial three year period, the Agreement shall be renewed automatically each year until terminated pursuant to Section 5 of this Agreement.

5. **Termination.** Either party may terminate this Agreement upon ninety (90) days written notice to the other party, provided early termination shall not relieve either party from the performance of their duties and the payment of the applicable compensation through the date of termination. Once terminated, either party is free to initiate or reopen negotiations with each other, or to pursue other outside agencies or vendors.

6. **Compensation.** For the dispatch services provided herein, Buckley shall pay to Fife the following sum:

Initial Term	Annual Amount
January 1, 2013 – December 31, 2013	\$31,981

Annual compensation for each year thereafter shall be increased by 3% over the prior year.

Payments shall be made in equal quarterly installments. At the end of each quarter, Fife shall provide Buckley with an invoice for the quarterly installment. Buckley agrees to make full payment of the invoice to Fife with 30 days of receipt.

7. **Services to be Provided.** The services shall be provided by properly trained and equipped personnel of Fife. The services to be provided by Fife shall be provided 24 hours per day, 7 days per week during the term of this agreement. Fife shall provide the following services for Buckley during the term of this Agreement:

a. Receive and accept all medical aid, fire and service related calls received at the Fife Communications Center for the Buckley Fire Department.

- b. Transmit an alarm to Buckley and dispatch appropriate equipment according to procedures established and agreed to between Buckley and Fife.
- c. Maintain communications with Buckley from the time of the initial alarm until conclusion of the emergency or incident in order to provide additional assistance as needed.
- d. Prepare and maintain a printable record of all calls received, alarms transmitted and equipment dispatched.
- e. Record and maintain a record of all radio and telephone communications relating to all dispatched incidents.
- f. Maintain communication services to provide support assistance from utilities, medical services, police services and any other services to aid Buckley if such assistance is requested.
- g. Dispatch other fire departments in the event of mutual aid and automatic aid calls.
- h. Maintain Fife's radio transmission and reception equipment in good working order.
- i. Within ten business days, alert Buckley of any modifications to Fife's Operating Procedures.

8. **Buckley's Responsibility.** Buckley shall be responsible for the following:

- a. Acquiring and maintaining in good working condition at Buckley's sole expense, such radio equipment as is capable of operating on Buckley's Fire Dispatch Frequency, meeting all applicable Federal Communication Commission (FCC) rules and regulations, and receiving transmissions from Fife, and transmitting to Fife.
- b. Utilize only those radio identities (call signs) that have not already been assigned by other agencies or departments using Fife's frequency. Buckley agrees to provide Fife the right to use its emergency services radio frequencies and supporting radio infrastructure as needed to provide adequate and efficient emergency dispatch and communications services as provided under this Agreement.
- c. Operate the radio communications equipment in accordance with the FCC rules and regulations and Fife's Operating Procedures, which shall be provided at the time this Agreement is executed.
- d. Provide and maintain written alarm response procedures, in a format acceptable to Fife, designating the equipment to be dispatched for all alarms to Buckley.

9. **Administrator Appointed.** The Fife City Manager shall serve as the administrator of this Agreement. No separate legal entity is formed by this Agreement.

10. **Ownership and Disposition of Property.** As provided in Section 8 of this Agreement, Buckley will acquire and maintain radio equipment and radio frequencies necessary to receive from and transmit to Fife. As of the time of this Agreement, such assets and equipment are believed to include, without limitation, two radio frequencies, tower space for future antenna installation, transmitters, receivers, and repeaters, all of which would be keyed remotely at Fife. Upon signing this Agreement, all equipment and radio frequencies owned and operated by Buckley and Fife prior to or subsequent to the effective date of this Agreement will remain the property of each respective City; however, such equipment and frequencies shall be under the operational control of Fife for the hours in which Fife provides dispatch services to Buckley. If this agreement is terminated for any reason, Buckley's equipment and radio frequencies shall be returned to their control.

11. **Indemnification and Liability.**

a. Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, officials, agents, employees, contractors, volunteers and representatives from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or charges, including, without limitation, reasonable attorneys' fees and disbursements, arising or alleged to have arisen directly or indirectly out of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, contractors, assigns, volunteers or representatives.

b. Both parties expressly and specifically understand that the indemnification provided by this Section 11 constitutes the parties' waiver of immunity under title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.

c. Buckley shall be solely responsible for and indemnify and hold Fife harmless from any civil penalty imposed against Fife as a result of Buckley's failure to comply with FCC rules and regulation.

d. Fife shall be solely responsible for and shall indemnify and hold Buckley harmless from any civil penalty imposed against Buckley as a result of Fife's failure to comply with FCC rules and regulation.

e. The provisions of this section shall survive the termination of this Agreement.

12. **Dispatch Records.** All records and recordings, under the control of Fife, maintained for Buckley calls shall be the property of Buckley and shall not be disclosed to any person or corporation without the consent of Buckley, unless Fife shall, by subpoena or court order, be directed to disclose such information, or unless such disclosure is required under the Washington Public Records Act or other applicable law, in which case Fife shall immediately notify Buckley,

13. **Written Notices.** All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

FIFE: City Manager
City of Fife
5411 23rd Street East
Fife, WA 98424

With a copy to: Chief of Police
City of Fife Police Department
3737 Pacific Highway East
Fife, WA 98424

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

BUCKLEY: City Administrator
City of Buckley
P.O. Box 1960
933 Main Street
Buckley, WA 98321

With a copy to: Fire Chief
City of Buckley Fire Department
611 South Division Street
Buckley, WA 98321

14. **Performance Review Procedure.** It is agreed that representatives of Fife and Buckley shall meet periodically to review the operation and procedures of the Fife dispatch center and Buckley.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by the parties hereto.

16. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision, and the parties may agree to either negotiate a replacement to such void provision or otherwise terminate this agreement.

16. **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington. Jurisdiction and venue shall be in Pierce County Superior Court.

17. **Filing.** This Agreement shall be recorded with the Pierce County auditor or posted on the website of both Fife and Buckley pursuant to RCW 39.34.040.

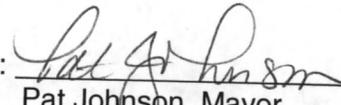
City of Fife

City of Buckley

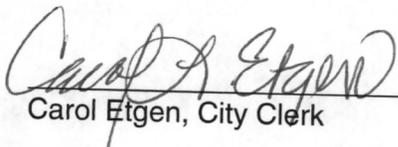
By:


David K. Zabel, City Manager

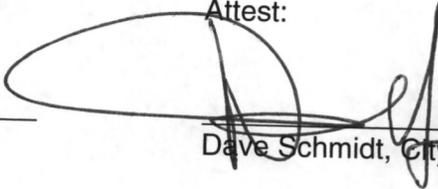
By:


Pat Johnson, Mayor

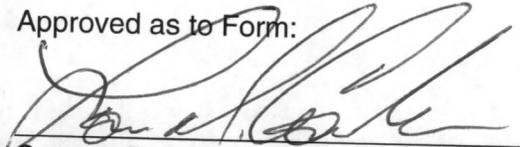
Attest:


Carol Etgen, City Clerk

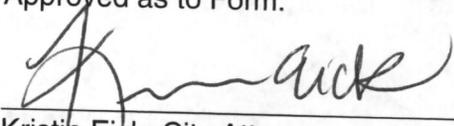
Attest:


Dave Schmidt, City Administrator

Approved as to Form:


Gregory F. Amann, Assistant City Attorney

Approved as to Form:


Kristin Eick, City Attorney