

INTERLOCAL AGREEMENT FOR FIRE DISPATCH SERVICES  
CITY OF FIFE / TOWN OF CARBONADO

1. **Date and Parties.** This agreement ("Agreement") for reference purposes only, is dated the 12<sup>TH</sup> day of NOVEMBER, 2012, and is entered into by and between the City of Fife, herein referred to as "Fife" and the Town of Carbonado, herein referred to as "Carbonado".

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 Carbonado Town Council has authorized the execution of this Agreement by official action taken the 12<sup>TH</sup> 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 11<sup>TH</sup> day of December, 2012.

3. **Purpose of Agreement.** Fife operates a dispatch center and has facilities and personnel to provide dispatch services to other municipal corporations. Carbonado 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, Carbonado shall pay to Fife the following sum:

Initial Term	Annual Amount
January 1, 2013 – December 31, 2013	\$1,409

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 Carbonado with an invoice for the quarterly installment. Carbonado 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 Carbonado 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 Carbonado Fire Department.

- b. Transmit an alarm to Carbonado and dispatch appropriate equipment according to procedures established and agreed to between Carbonado and Fife.
- c. Maintain communications with Carbonado 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 Carbonado 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 Carbonado of any modifications to Fife's Operating Procedures.

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

- a. Acquiring and maintaining in good working condition at Carbonado's sole expense, such radio equipment as is capable of operating on Carbonado'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. Carbonado 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 Carbonado.

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, Carbonado 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 Carbonado 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 Carbonado. If this agreement is terminated for any reason, Carbonado'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. Carbonado shall be solely responsible for and indemnify and hold Fife harmless from any civil penalty imposed against Fife as a result of Carbonado's failure to comply with FCC rules and regulation.

d. Fife shall be solely responsible for and shall indemnify and hold Carbonado harmless from any civil penalty imposed against Carbonado 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 Carbonado calls shall be the property of Carbonado and shall not be disclosed to any person or corporation without the consent of Carbonado, 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 Carbonado.

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 23<sup>rd</sup> 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

CARBONADO: Town Clerk  
Town of Carbonado  
Drawer 91  
Carbonado, WA 98323

With a copy to: Fire Chief  
Town of Carbonado Fire Department  
Drawer 91  
Carbonado, WA 98323

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

15. **Attorney Review.** Fife and Carbonado agree this agreement should be reviewed by their attorney. Fife and Carbonado consent to the dual representation of VSI Law Group, PLLC and Loren D. Combs as their respective counsel.

16. **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.

17. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive 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.

18. **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.

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

City of Fife

Town of Carbonado

By:   
David K. Zabell, City Manager

By:   
Brian Whitmore, Mayor

Attest:

  
Carol Etgen, City Clerk

Attest:

  
Dailene Argo, Town Clerk

Approved as to Form:

  
Gregory F. Amann, Assistant City Attorney

Approved as to Form:

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Loren D. Combs, Town Attorney

