

RESOLUTION NO. 1508

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FIFE, PIERCE COUNTY, WASHINGTON
AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE CITY OF BUCKLEY FOR
POLICE DISPATCH SERVICES**

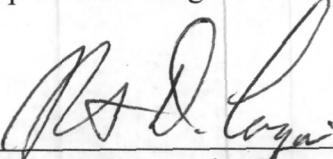
WHEREAS, The City of Fife operates a Communications and Dispatch Center pursuant to its ongoing public safety operations and such operation has the ability to assist other jurisdictions who have need of dispatch and communications services; and

WHEREAS, the City of Buckley wishes to contract with the City of Fife for the provision of police dispatching services and related tasks; and

WHEREAS, chapter 39.34 RCW authorizes municipalities to enter into interlocal agreements; now, therefore

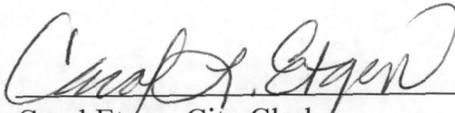
BE IT RESOLVED, that the Fife City Council hereby authorizes the City Manager to execute an interlocal agreement between the City of Buckley and the City of Fife for the provision of police dispatching services in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 23rd day of October 2012.



Robert D. Cerqui, Mayor

Attest:



Carol Etgen, City Clerk

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

1. **Date and Parties.** This agreement ("Agreement") for reference purposes only, is dated the _____ day of _____, 2012, and is entered into by and between the City of Fife, herein referred to a "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 _____ day of _____, 2012. The Fife City Council has authorized execution of this Agreement by official action taken at a regularly scheduled public meeting on the _____ day of _____, 2012.

3. **Purpose of Agreement.** It is the purpose of this Agreement to establish the terms and conditions under which Fife will provide dispatching service to Buckley.

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	\$99,000
January 1, 2014 – December 31, 2014	\$101,970
January 1, 2015 – December 31, 2015	\$105,029

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.** Fife shall provide the following services during the term of this Agreement:

- a. Receive and dispatch all calls received at the dispatch center for the Buckley Police Department.
- b. Provide all services and information available through W.A.S.I.C. and N.C.I.C., and motor vehicle registration reports and driver status checks from the ACCESS computer network when requested by the Buckley Police Department.

- c. Train Fife's dispatch personnel in the proper use and operation of the radio communication and equipment; and
- d. Maintain Fife's radio transmission and reception equipment in good working order.
- e. Answer Buckley Police Department business lines during non-business hours: including holidays, vacations, sick leave and other times with prior notice.
- f. Maintain and allow access to the computer aided dispatch (CAD) system and Records Management System (RMS) for calls for Buckley Police services.
- g. Print to Fife ACCESS terminal at officer's request and mail/fax/e-mail information to Buckley Police Department.
- h. Fife Police Department will be responsible for A Central Computerized Enforcement Service System (ACCESS) and any and all audits related to the ACCESS network.
- i. Incorporate into CAD entries at the officer's request, clearing codes, officers badge number, type of call, and summary of service provided.
- j. Enter, house, confirm, and clear all Buckley Police Department warrants and court orders.
- k. Maintain, house, and patrol check information for Buckley Police Department.
- l. Provide the Buckley Police Department monthly Communications Activity Report.
- m. Assign Incident/Case Report numbers upon officers request.
- n. 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 Police 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.

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: Chief of Police
Buckley Police Department
P.O. Box 640
133 South Cedar Street
Buckley, WA 98321

13. **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.

14. **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.

15. **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.

16. **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. Zabell, City Manager

By: _____
Pat Johnson, Mayor

Attest:

Attest:

Carol Etgen, City Clerk

Approved as to Form:

Approved as to Form:

Gregory F. Amann, Assistant City Attorney

Kristin Eick, City Attorney