

RESOLUTION NO. 1524

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

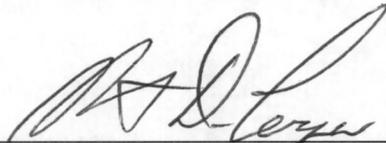
WHEREAS, The City of Fife operates a Communications and Dispatch Center pursuant to its ongoing public safety operations and such operation has the ability to assist other jurisdictions who have need of dispatch and communications services; and

WHEREAS, the City of Orting 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

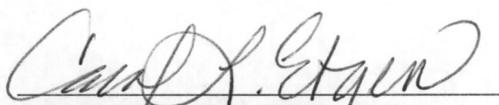
BE IT RESOLVED, that the Fife City Council hereby authorizes the City Manager to execute an interlocal agreement between the City of Orting and the City of Fife for the provision of police dispatching services in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 11th day of December, 2012.



Robert D. Cerqui, Mayor

Attest:



Carol Etgen, City Clerk

**INTERLOCAL AGREEMENT FOR DISPATCH SERVICES
CITY OF FIFE / CITY OF ORTING**

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 Orting, herein referred to as "Orting".

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 Orting 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. Execution of this Agreement by Fife is contingent on Orting contemporaneously entering onto a Jail Services Agreement with Fife.

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 Orting.

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. The parties will cooperate as necessary to insure dispatch services are operational by the commencement date.

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.

6. **Compensation.** For the dispatch services provided herein, Orting 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 Orting with an invoice for the quarterly installment. Orting 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 Orting Police Department, twenty four hours a day, seven days a week.

- 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 Orting Police Department.
 - c. Train Fife's dispatch personnel in the proper use and operation of the radio communication and equipment.
 - d. Maintain Fife's radio transmission and reception equipment in good working order.
 - e. Answer Orting 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 Orting Police services.
 - g. Print to Fife ACCESS terminal at officer's request and mail/fax/e-mail information to Orting 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 Orting Police Department warrants and court orders.
 - k. Maintain, house, and patrol check information for Orting Police Department.
 - l. Provide the Orting Police Department monthly Communications Activity Report.
 - m. Assign Incident/Case Report numbers upon officers request.
 - n. Within ten business days, alert Orting of any modifications to Fife's Operating Procedures.
8. **Orting's Responsibility.** Orting shall be responsible for the following:

a. Acquiring and maintaining in good working condition at Orting's sole expense, such radio equipment as is capable of operating on Orting'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. Orting 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. Promptly notify Fife of issuance and cancellation of Orting Police Department warrants and court orders.

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, Orting will acquire and maintain radio equipment and radio frequencies necessary to receive 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 Orting 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 Orting. If this agreement is terminated for any reason, Orting'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, to the extent 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 12 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. Orting shall be solely responsible for and indemnify and hold Fife harmless from any civil penalty imposed against Fife as a result of Orting failure to comply with FCC rules and regulation.

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

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

12. **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

ORTING: City Administrator
City of Orting
110 Train St SE
PO Box 489
Orting, WA 98360

With a copy to: Chief of Police
Orting Police Department
PO Box 489
401 Washington Ave SE
Orting, WA 98360

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 Orting pursuant to RCW 39.34.040.

City of Fife

City of Orting

By: _____
David K. Zabell, City Manager

By: _____
Cheryl Temple, Mayor

Attest:

Attest:

Carol Etgen, City Clerk

Approved as to Form:

Approved as to Form:

Gregory F. Amann, Assistant City Attorney
