

RESOLUTION NO. 1525

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

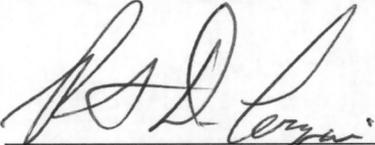
WHEREAS, The City of Fife operates a Communications and Dispatch Center pursuant to its ongoing public safety operations and such operation has the ability to assist other jurisdictions who have need of fire and emergency dispatch services; and

WHEREAS, the Town of Carbonado wishes to contract with the City of Fife for the provision of fire dispatching services and related tasks; and

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

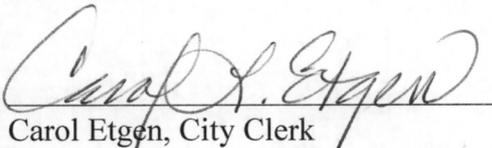
BE IT RESOLVED, that the Fife City Council hereby authorizes the City Manager to execute an interlocal agreement between the Town of Carbonado and the City of Fife for the provision of fire dispatching services in the form attached hereto as Exhibit A.

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 FIRE DISPATCH SERVICES
CITY OF FIFE / TOWN OF CARBONADO

1. **Date and Parties.** This agreement ("Agreement") for reference purposes only, is dated the 12TH 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 12TH 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 _____ day of _____, 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.

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.

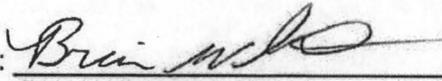
18. **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington. Jurisdiction and venue shall be in Pierce County Superior Court.

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

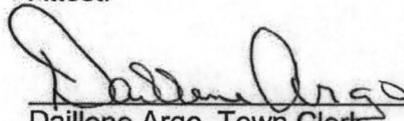
By: _____
David K. Zabell, City Manager

By: 
Brian Whitmore, Mayor

Attest:

Attest:

Carol Etgen, City Clerk


Dailene Argo, Town Clerk

Approved as to Form:

Approved as to Form:

Gregory F. Amann, Assistant City Attorney

Loren D. Combs, Town Attorney