RESOLUTION NO. 1526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FIRE DISTSRICT NO. 26 (GREENWATER) 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, Pierce County Fire District No. 26 (Greenwater) 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 Pierce County Fire District No. 26 (Greenwater) 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 / PIERCE COUNTY FIRE DISTRICT NO. 26

1. **Date and Parties**. This agreement ("Agreement") for reference purposes only, is dated the 1st day of December, 2012, and is entered into by and between the City of Fife, herein referred to as "Fife" and Pierce County Fire District No. 26, herein referred to as "the District".

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 Pierce County Fire District No. 26 Board of Fire Commissioners has authorized the execution of this Agreement by official action taken the 19th 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. The District 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, the District shall pay to Fife the following sum:

Initial Term	Annual Amount
January 1, 2013 – December 31, 2013	$3,023

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 the District with an invoice for the quarterly installment. The District 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 the District 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 District Fire Department.

10. **Ownership and Disposition of Property**. As provided in Section 8 of this Agreement, the District 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 the District and Fife prior to or subsequent to the effective date of this Agreement will remain the property of each respective Jurisdiction; however, such equipment and frequencies shall be under the operational control of Fife for the hours in which Fife provides dispatch services to the District. If this agreement is terminated for any reason, the District'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. The District shall be solely responsible for and indemnify and hold Fife harmless from any civil penalty imposed against Fife as a result of the District's failure to comply with FCC rules and regulation.

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

18. **Filing.** This Agreement shall be recorded with the Pierce County auditor or posted on the website of both Fife and Pierce County Fire District No. 26 pursuant to RCW 39.34.040.

City of Fife

By: _____
David K. Zabell, City Manager

Attest:

_____
Carol Etgen, City Clerk

Approved as to Form:

_____
Gregory F. Amann, Assistant City Attorney

Pierce County Fire District No. 26

By: _____
Michael L Smith,
Chairman, Fire Commissioner

_____
James D. Harte, Fire Commissioner

_____
N. Peter Murray, Fire Commissioner

Attest::

_____
Paul Sowers, Fire Chief