

RESOLUTION NO. 1637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING AN AGREEMENT WITH SOUTH SOUND 911 FOR TRANSITION OF DISPATCH SERVICES AND AUTHORIZING THE ASSIGNMENT OF EXISTING DISPATCH SERVICES CONTRACTS TO SOUTH SOUND 911

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue) have created an interlocal agency called South Sound 911 to provide integrated emergency communications services throughout Pierce County; and

WHEREAS, Fife currently operates one of six primary 911 dispatch centers within Pierce County and contract with several other public agencies to provide dispatch services for those agencies (the "Dispatch Contracts"); and

WHEREAS, Fife and South Sound 911 previously entered into a Memorandum of Understanding dated October 25, 2011 ("MOU"), and a Participation Agreement dated August 14, 2012, setting forth the terms and conditions of Fife's participation in South Sound 911 and the transfer of Fife's dispatch services and dispatch employees to South Sound 911; and

WHEREAS, Fife and South Sound 911 desire to transition the Fife's dispatch services and dispatch employees to South Sound in accordance with the MOU and Participation Agreement, effective January 1, 2015; and

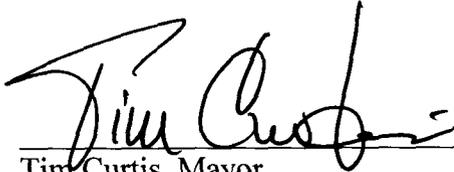
WHEREAS, Fife and South Sound 911 also desire to assign Fife's rights and obligations under the Dispatch Contracts to South Sound 911, in order to provide continuity of dispatch service to the contracting agencies; Now, Therefore,

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Agreement for the Transition of Dispatch Services substantially in the form attached hereto as Exhibit A.

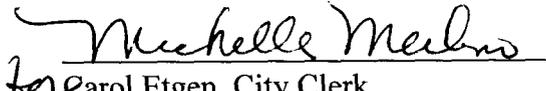
BE IT FURTHER RESOLVED that the Fife City Council hereby authorizes the City Manager to execute an Amendment to Interlocal Agreement for Dispatch Services Authorizing Assignment of Services to South Sound 911 substantially in the form attached hereto as Exhibit B, for all existing Dispatch Contracts.

ADOPTED by the City Council at an open public meeting held on the 9th day

of December, 2014.


Tim Curtis, Mayor

Attest:


Michelle Meekins
Carol Etgen, City Clerk

AGREEMENT FOR THE TRANSITION OF DISPATCH SERVICES

This AGREEMENT, is entered into between the City of Fife (“Fife”) and South Sound 911 (“SS911”) for the transition of dispatch services.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue) have created an interlocal agency called South Sound 911 to provide dispatch service;

WHEREAS, the purpose of SS911 is to integrate dispatch services throughout Pierce County;

WHEREAS, Fife provides dispatch services;

WHEREAS, the Parties desire to transition Fife’s dispatch services into SS911; and

WHEREAS, the parties previously entered into a Memorandum of Understanding dated October 25, 2011, and a Participation Agreement dated August 14, 2012, regarding the transition of Fife dispatch into SS911;

Now, THEREFORE the Parties agree as follows:

- 1) On or about January 1, 2015 (“Transition Date”), Fife dispatch services including, but not limited to 911 Answering, Law Enforcement and Fire Dispatch, Non-Emergency Line, Data Channel (aka records Radio), and Warrants and Orders, will transfer to SS911, and SS911 shall provide dispatch services with the City of Fife that meet or exceed the level of service currently provided by Fife within the City. If SS911 is unable to meet the level of service, both parties agree that the level of service deficit will be addressed by the SS911 Operations Board.
- 2) SS911 recognizes the need to have trained, experienced dispatch operators working for SS911. As a result, nine current Fife dispatch employees, as identified by Fife, will be hired by SS911, effective on the Transition Date. SS911 will provide the employees with a similar position at a rate of pay and benefits commensurate with the rate of pay and benefits the employees received as of the day prior to the Transition Date. Dispatch employees shall have the option of cashing out their accrued and unused vacation leave, minus unearned holiday time taken, in accordance with their collective bargaining agreement as of the Transition Date, or transferring their accrued and unused vacation leave to SS911. Upon reimbursement by Fife, SS911 will accept transfer of any vacation time employees accrued while at Fife, at the rate of pay the employee received as of the day prior to the Transition Date. Dispatch employees shall receive a sick-leave payout from Fife in accordance with their collective bargaining agreement as of the Transition Date.
- 3) SS911 may use Fife facilities, equipment and services currently used for Fife dispatch for up to a year. As consideration for allowing SS911 to use Fife facilities, equipment and

services under this, Fife will receive a credit in the amount of \$11,337.00 per month for every month SS911 uses Fife facilities (Exhibit A, Monthly Credit). This credit will be inclusive of all costs attributed to SS911 arising out of this Agreement.

- 4) Fife will provide a Fife Employee, acceptable to SS911, who will provide supervision to SS911 employees working out of Fife facilities. Any employee corrective action shall be handled by SS911. SS911 retains the right to terminate supervision by the Fife employee at any time.
- 5) SS911 will accept the assignment of dispatch user agreements that Fife has with third party entities and will honor the terms of the agreements through at least 2015. SS911 shall provide a level of services to the third party entities that meets or exceeds the level of service currently provided by Fife. If SS911 is unable to meet the level of service, both parties agree that the level of service deficit will be addressed by the SS911 Operations Board. Fife may continue to provide records management services to third party entities as agreed upon by the Parties. SS911 shall coordinate a mutually acceptable interface, implementation and continued support for the integration of Fife Police Department's Tiburon Total Enforcement Records Management software system with the new SS911 Intergraph CAD, and (both Fife's and SS911's) current RMS and MPS software, which will allow for real-time information sharing, back and forth and data convergence that provides significant benefits for SS911, Fife and its partner agencies using this RMS package.
- 6) SS911 shall provide dispatch services to Fife and any of the assigned third party entities (Fife and the third party entities are collectively referred to in this section as "entities" or an "entity") utilizing the current (legacy) VHF systems in place and will be in use until such time that any of these entities transfers to the use of the 700 or 800 radio systems. SS911 shall continue to provide dispatch services utilizing the (legacy)VHF system as long as such entity continues to use the (legacy) VHF system. SS911's responsibilities under this subsection are contingent upon the entities maintaining the (legacy) VHF system and providing connectivity to SS911.
- 7) For 2015, Fife agrees to pay SS911 \$390,478.00 for dispatch services (Exhibit A, Net Dispatch Costs - Fife). Payment shall be made quarterly. Starting January 1, 2016, Fife's dispatch costs will be assessed pursuant to the current SS911 allocation formula. As a member agency with a seat on the SS911 policy board, Fife will have a voice in the creation and adoption of future assessment and allocation formulas. In creating the formulas, special consideration will be given to those agencies generating higher sales tax revenue per capita.
- 8) E911 dollars Fife currently receives from Pierce County after the Transition Date shall be paid to SS911.
- 9) At the time of transition of dispatch services from Fife's facilities to SS911's 35th Street facility, Fife shall provide to SS911 two MCC 7500 radios. Fife shall provide to SS911

the Stencil Recording equipment currently used by Fife, at the time of physical transfer of dispatch services from Fife's facilities, either to the new SS911 Communication Center or a designated backup location as determined by SS911. SS911 may purchase from Fife for fair market such physical radio work stations and furniture in the Fife Communications Center as needed by SS911 and not needed by the City after physical transfer of dispatch services from Fife's facility.

- 10) SS911 shall indemnify and hold harmless the City, its officers, agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by any reason of or arising out of any act or omission of SS911, its officers, agents, or employees relating to or in the performance of this agreement, SS911's use of Fife's facilities, equipment and services, or from any activity, work or thing done, permitted, or suffered by SS911 in or about Fife's facilities used by SS911. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, SS911 shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, its officers, agents or employees or jointly against the City and SS911, or any of their respective officers, agents or employees, SS911 shall satisfy the same.

The City shall indemnify and hold harmless SS911, its officers, agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by any reason of or arising out of any act or omission of the City, its officers, agents, or employees relating to or in the performance of this agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against SS911, the City shall defend the same at its sole cost and expense; provided that SS911 reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against SS911, its officers, agents or employees or jointly against SS911 and the City, or any of their respective officers, agents or employees, the City shall satisfy the same.

If comparative negligence of the City and SS911, including their officers or employees is a cause of such damage or injury, the liability, loss, cost or expense shall be shared between the parties in proportion to their relative degree of negligence and the right to indemnify shall apply to such proportion.

Where an officer or employee of the City is acting under the direction and control of SS911 and SS911 is directing and controlling the officer or employee in the activity gives rise to liability, SS911 shall accept all liability for the City's officer or employee's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION

CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

- 11) SS911 shall procure and maintain for the duration of its use of Fife's dispatch facilities and equipment, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use Fife's facilities or equipment. SS911's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of SS911 to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

DATED this ___ day of _____, 2014.

SOUTH SOUND 911

CITY OF FIFE

By: _____
Andrew E. Neiditz
Executive Director

By: _____
Subir Mukerjee
Interim City Manager

Approved as to Budget:

Approved as to Form:

Janet Caviezel
Budget & Finance Manager

Gregory F. Amann
Assistant City Attorney

Approved as to Form:

Peter Beckwith
Legal Advisor

Exhibit A

Fife Communications - 2015 Budget

FTE's	
	9
Expenditures:	
Personnel	799,371
Supplies	10,039
Services	118,801
Intergovernmental	7,200
Total Expenditures	935,411
Revenues:	
Agency Contracts	399,992
SS911 Operational Offset	121,000
E911 \$0.50 Distribution	23,941
Total Revenues	544,933
Annual Expenditures Retained by Fife:	
Supplies	10,039
Services	118,801
Intergovernmental	7,200
136,040	
Monthly Fife Expenditures:	11,337

*Credit will be applied to invoices for each month
dispatch services remain in Fife

AMENDMENT TO INTERLOCAL AGREEMENT FOR DISPATCH SERVICES
AUTHORIZING ASSIGNMENT OF SERVICES TO SOUTH SOUND 911

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Fife (“Fife”), _____ (“Agency”), and South Sound 911 (“SS911”).

WHEREAS, Fife operates a dispatch center; and

WHEREAS, Agency contracts with Fife for dispatch services; and

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) have created an interlocal agency called South Sound 911;

WHEREAS, SS911 was created to integrate dispatch services throughout Pierce County;

WHEREAS, Fife’s dispatch services are integrating into SS911 on January 1, 2015; and

WHEREAS, SS911 agrees to honor the dispatch agreement between Fife and Agency through at least 2015;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Effective January 1, 2015, Fife assigns to SS911 its rights and responsibilities under the _____ entered into between Fife and Agency dated _____ (“Agreement”), SS911 accepts the assignment and Agency consents to the assignment..
2. The SS911 Budget and Finance Manager shall serve as the administrator for the agreement. Any written notice as required by the Agreement shall be transmitted to:

South Sound 911
Budget & Finance Manager
955 Tacoma Ave. S., Suite 102
Tacoma, WA 98402

3. On or before June 30, 2015, SS911 and Agency shall enter into a new contract for dispatch service that will commence January 1, 2016.
4. **Original Agreement in Full Force and Effect:** All other aspects of the original agreement remain in full force and effect except to the extent necessary to reflect the changes stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the day and year first written above.

CITY OF FIFE

AGENCY

Name:
City Manager

Address:

Name:

Title:

Address:

City/State/Zip

City/State/Zip

SOUTH SOUND 911

Andrew E. Neiditz
Executive Director

Approved as to Budget:

Janet Caviezel
Budget & Finance Manager

Approved as to Form:

Peter Beckwith
Legal Advisor