

INTERLOCAL AGREEMENT – AUTOMATIC AID AGREEMENT

Tacoma Fire Department and Central Pierce Fire & Rescue/Fire District No. 6

This Agreement is entered on this 1st day of October, 2008, between the City of Tacoma (hereinafter “Tacoma Fire”), a municipal corporation, and the Central Pierce Fire & Rescue/Fire District No. 6, (hereinafter “CPFR”), a Washington State Special Purpose District, (individually “party” and collectively “parties”).

This Agreement is entered pursuant to the authority of Chapter 39.34 RCW, the Inter-local Cooperation Act and RCW 52.12.031(3).

RECITALS

WHEREAS Tacoma Fire intends to provide dispatch services to the CPFR within CPFR Dist. No. 6, in exchange for CPFR’s agreement to finance personnel and equipment pursuant to the terms and conditions of this Agreement; **NOW THEREFORE**

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. **Tacoma Fire Obligations.** Tacoma Fire will provide dispatch services (“Dispatch Services”) for CPFR, commencing on October 1, 2008, within the boundaries of CPFR District No. 6. Tacoma Fire performance standards for dispatch will apply to services provided to CPFR.
2. Notwithstanding Tacoma Fire’s provision of Dispatch Services, **command responsibility** at each call-scene rests with the District. Incidents shall be managed using the Incident Command System in compliance with the National Incident Management System (NIMS). All responding equipment and personnel shall fall under the authority of the incident commander. The equipment and personnel of any responding party shall be released from service and returned to the responding party by the incident commander as soon as conditions warrant.

3. **CPFR Obligations.** CPFR shall provide five (5) full time firefighters for assignment to Tacoma Fire's communications' division as dispatchers; as well as make payment to Tacoma Fire for certain associated personnel, equipment and programming costs. The 'initial costs' identified in Exhibit "A" shall be paid to Tacoma Fire within sixty (60) days of the execution of this Agreement. The "recurring costs" identified in Exhibit "A" shall be calculated annually for each year, January through December, and paid to Tacoma Fire in monthly payments equal to one twelfth of the yearly total cost for each year the Agreement shall remain in effect. The 'recurring costs' are subject to increase each year, on an annual basis, assuming a yearly wage and benefit cost increase of 3.5% unless otherwise amended.
4. **Liability.** The parties agree that the District shall assume liability for, defend, indemnify and hold Tacoma Fire harmless from all liability arising out of CPFR command decisions or judgments. Subject to the foregoing, each party hereto agrees to the following:
- a. Each party shall indemnify, defend, and hold harmless each other, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the fault of the indemnifying party, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
 - b. Each party specifically assumes potential liability for actions brought by the indemnifying party's own employees against the other party and, solely for the purpose of this indemnification and defense, the indemnifying party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE PARTIES RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
 - c. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder. This indemnification shall survive the termination of this Agreement.
5. **Insurance.** Each party agrees to maintain adequate Automobile and Commercial General Liability insurance coverage for its own equipment and personnel, covering their operations. Limits of such coverage should be no less than \$2,000,000.00 combined single limit per

occurrence. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the other party as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the additional insured may maintain; Provided, however, a party may declare that it is self-insured and able to cover a liability equal to the limits set forth herein, which is subject to verification by the other party.


6. **Term.** The duration of this agreement shall be for two years commencing on October 1, 2008. However, the Agreement shall be automatically renewed for one year periods on October 1st of each year, unless otherwise terminated as provided below.
7. **Termination.** This Agreement shall remain in full force and effect unless and until terminated as follows:
 - a. Each party has the right to terminate this Agreement upon one (1) year prior written notice.
8. **Agreement Not Exclusive.** This Agreement is not intended to be exclusive as between the parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual/automatic aid agreements with any other party or parties.
9. **Filing.** As provided by RCW 39.34.040, this Agreement shall be separately filed with the City Clerk of the City of Tacoma, with the district secretary of the CPFR and recorded with the County Auditor for each party. Alternatively, the Agreement may be posted on each party's Web site, and filing shall be deemed completed as to such party. An agreement shall be deemed 'filed' on the date of the last filing of the foregoing.
10. **Administration.** Each of the parties will provide uniformed members to form an operational oversight board. This group will handle ongoing operational issues as well as overall contract performance management. In the event the oversight board cannot reach agreement on operational and/or contract performance issues, the fire chiefs of each respective agency will have the final decision making authority.

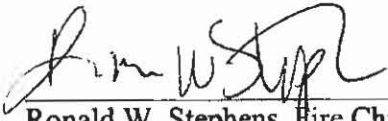
11. Miscellaneous Provisions:

- a. Governing Law and Venue. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- b. Assignment. Neither party shall assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the other party.
- c. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- d. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- e. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- f. Entire Agreement. This Agreement and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. The parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- g. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the parties.
- h. Authority to enter into this Agreement. The undersigned Tacoma Fire and CPFR representatives, by his/her signature below, represents and warrants that he/she are duly authorized to execute this legally binding Agreement.

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


Tacoma Fire Department


Eric A. Anderson, City Manager


Ronald W. Stephens, Fire Chief


Robert K. Biles, Finance Director

Attest:

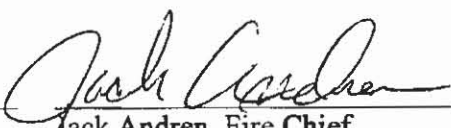
 11-24-08
Doris Sorum, City Clerk



Debbie Dahlstrom, Risk Manager

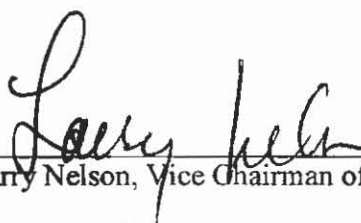
Approved as to Form and Legality:

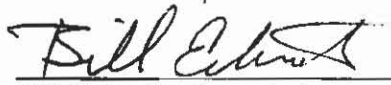

Assistant City Attorney

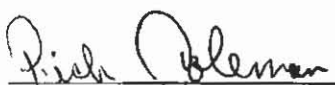
Central Pierce Fire & Rescue/
Fire District No. 6

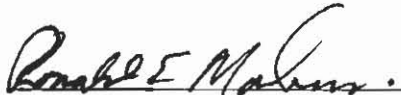

Jack Andren, Fire Chief
17520 22nd Avenue East
Tacoma, WA 98445-4444
Tax Id #: 91-1225672


Bob Willis, Chairman of the Board


Larry Nelson, Vice Chairman of the Board


Bill Eckroth, Commissioner


Richard Coleman, Commissioner


Ron Morehouse, Commissioner


Vicky Carlsen, District Secretary

EXHIBIT "A"

COST SCHEDULE

CPFR agrees to compensate Tacoma Fire for certain expenses incurred pursuant to the performance of this Agreement. CPFR agrees to make payment in the form of a single one-time reimbursement to Tacoma Fire for certain initial costs incurred prior to commencement of operations and to make monthly payments each year for recurring expenses incurred by Tacoma Fire in continuing pursuit of this Agreement.

1. Initial Costs: CPFR agrees to partially reimburse Tacoma Fire for certain initial expenses involving the expansion of the Fire Communications Center, modification of Tacoma Fire's Computer Aided Dispatch System and extension of the City of Tacoma's computer network system to CPFR. CPFR shall make a single payment to Tacoma Fire in reimbursement of actual allowed expenses. Tacoma Fire will furnish invoices of actual payments made along with a duly prepared invoice to CPFR in the actual amount of the requested reimbursement. However, regardless of Tacoma Fire's actual expenses, the amount of the requested reimbursement shall not exceed \$178,600.
2. Recurring Costs: CPFR agrees to make payment to Tacoma Fire for certain recurring costs incurred by Tacoma Fire pursuant to this agreement. Recurring costs shall include:
 - A. Tacoma Fire's estimated incremental personnel and administrative costs, to a maximum reimbursement of \$28,400 in 2008 and \$117,000 in 2009;
 - B. Tacoma Fire's cost for additional 911 telephone trunk lines and leased T-1 computer network lines provided due to CPFR's participation at Tacoma Fire Communications. In addition, CPFR will make payment to reimburse Tacoma Fire for maintenance of additional equipment added to Fire Communications for CPFR. Tacoma Fire estimated these costs to total \$3,000 from October to December 2008 and \$11,755 for 2009.

Recurring costs shall be calculated annually for each year, January through December, and paid to Tacoma Fire in monthly payments equal to one twelfth of the yearly total cost for each year the Agreement shall remain in effect. Payment will be considered timely if paid within thirty (30) days of receipt of an original invoice from Tacoma Fire. For October through December 2008, recurring costs paid by CPFR to Tacoma Fire shall total \$10,466.67 per month. For 2009, recurring costs paid by CPFR to Tacoma Fire shall total \$10,729.58 per month. Thereafter, the 'recurring costs' are subject to increase each year, on an annual basis, assuming a yearly wage and benefit cost increase of 3.5% unless otherwise amended.

3. In addition CPFR will contribute approximately \$300,000 in infrastructure improvements and additions to Tacoma's existing 800 radio system. These improvements will not only allow CPFR to be dispatched on the 800 radio system, but improve Tacoma's system reliability and coverage. In return for these infrastructure improvements, Tacoma will reduce CPFR's annual radio user fee by an amount equal to that contribution. Exact amounts to be determined.



RESOLUTION NO. 37591

1 A RESOLUTION relating to the Tacoma Fire Department's ("TFD")
2 Communications Center; authorizing the execution of an interlocal
3 agreement with Central Pierce Fire & Rescue/Fire District No. 6 for the
4 joint-staffing and operation of TFD's Communications Center to improve
5 dispatch services to each respective community.

6 WHEREAS, in January 2006, Central Pierce Fire & Rescue/Fire District
7 No. 6 ("CPFR") and the Tacoma Fire Department ("TFD") convened a work
8 group to address collaborative opportunities to improve service to each
9 respective community, and

10 WHEREAS CPFR and TFD recommend an interlocal agreement for the
11 joint-staffing and operation of TFD's Communications Center, and

12 WHEREAS, pursuant to the agreement, TFD will provide CPFR with
13 dispatch services, and CPFR will provide personnel for TFD's Communications
14 Center, as well as make payments to TFD for associated personnel,
15 equipment, and programming costs; Now, Therefore,

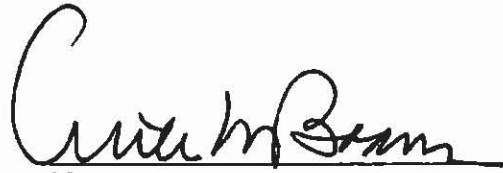
16 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

17 That the proper officers of the City are hereby authorized to execute an
18 agreement with Central Pierce Fire & Rescue/Fire District No. 6 for the
19 joint-staffing and operation of Tacoma Fire Department's Communications
20 Center to improve dispatch service and ensure that residents of both
21

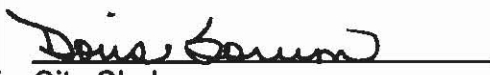


jurisdictions receive timely and professional fire and emergency medical services response, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.


Adopted SEP 16 2008


Mayor

Attest:


City Clerk

Approved as to form:


Assistant City Attorney