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PIERCE COUNTY, WASHINGTON

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ORIGINAL

DOCUMENT TITLE

Amendment to Interlocal Agreement

Grantor

City of Tacoma

Grantees

Central Pierce Fire & Rescue

Description

Amendment to the Interlocal agreement with Central Pierce Fire & Rescue to provide additional emergency communications-related services into an area formerly served by the City of Puyallup Fire Department; reimbursement of initial expenses, totaling \$317,100, to expand the capacity of the Communications Center; and an increase in monthly payments for ongoing operational expenses of the Tacoma Fire Department.

Reference Number

Assessor's Parcel Number

AMENDMENT NO. 1 TO INTERLOCAL AUTOMATIC AID AGREEMENT, TACOMA FIRE DEPARTMENT AND CENTRAL PIERCE FIRE & RESCUE/ FIRE DISTRICT NO. 6

THIS AMENDMENT, made and entered into this 19th day of October, 2010,
by and between the **CITY OF TACOMA**, a municipal corporation of the State of
Washington (hereinafter referred to as "Tacoma Fire"), and Central Pierce Fire &
Rescue/Fire District No. 6, a Washington State Special Purpose District (hereinafter
referred to as "CPFR"),

WITNESSETH

WHEREAS, in September 2008, by Resolution No. 37591 the Tacoma City Council
authorized execution of an Interlocal agreement, as authorized under RCW 39.34, with
CPFR (hereinafter referred to as "Agreement") for the joint staffing and operation of
Tacoma Fire Department's Communications Center to improve dispatch service and
ensure that residents of both jurisdictions receive timely and professional fire and
emergency medical services response, and

WHEREAS there is need to amend the existing Interlocal Agreement with CPFR to
reflect the additional scope of services and cost occasioned by the extension of CPFR's
service area, retroactive to April 1, 2009.

NOW, THEREFORE, in consideration of the mutual promises and obligations
hereinafter set forth, the parties agree as follows:

1. The Agreement is hereby amended to include the addition of "Cost Schedule for
Additional Work Caused by the CPFR Expansion to Puyallup" attached as Exhibit B
to this Amendment and incorporated herein.
2. Section 3. of the original Agreement is amended to read as follows.

CPFR Obligations. CPFR shall provide no less than five (5) and up to seven (7) 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. With agreement of both CPFR and
Tacoma Fire, CPFR may pay Tacoma Fire for the direct cost of wages and benefits
of up to two (2) Tacoma Fire Firefighter Dispatchers in substitution of CPFR
assigned personnel.

The "initial costs" identified in Exhibit "A" of the Agreement shall be paid to Tacoma
Fire within sixty (60) days of the execution of this Agreement. The initial costs
identified in Exhibit "B" of the Agreement shall be paid within sixty (60) days of the
execution of Amendment No. 1 to this Agreement.

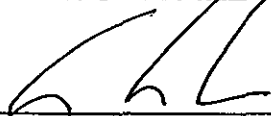
The "recurring costs" identified in Exhibits "A" and "B" shall be calculated annually
for each year, January through December, added together and paid to Tacoma Fire

in monthly payments for each year the Agreement shall remain in effect. Recurring costs are subject to increase each year, on an annual basis, assuming a yearly wage and benefit cost of 3.5% unless otherwise amended.

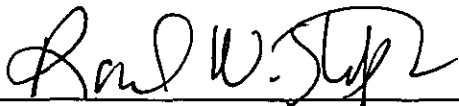
3. The Parties agree that compensation to Tacoma Fire for services provided pursuant to the amended agreement shall include the total of the compensation identified in Exhibits "A" and "B" of the amended agreement.
4. All other terms of the Agreement, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

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

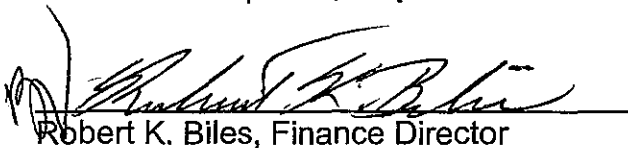
TACOMA FIRE DEPARTMENT



Eric A. Anderson, City Manager



Ronald W. Stephens, Fire Chief



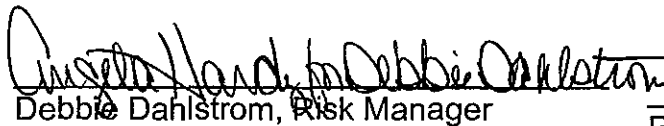
Robert K. Biles, Finance Director

Attest:



10-19-10

Doris Sorum, City Clerk



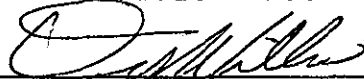
Debbie Dahlstrom, Risk Manager

Approved as to Form and Legality:

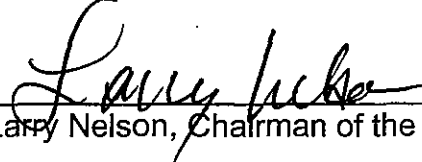


Debra Casparian, Deputy City Attorney

CENTRAL PIERCE FIRE & RESCUE/ FIRE DISTRICT NO. 6



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



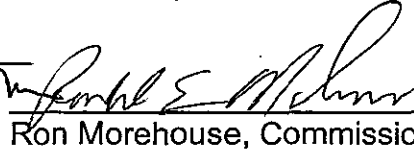
Larry Nelson, Chairman of the Board



Rich Coleman, Vice Chairman of the Board



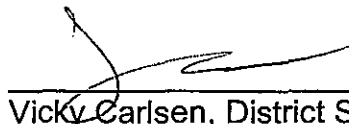
Bill Eckroth, Commissioner



Ron Morehouse, Commissioner



Bob Willis, Commissioner



Vicky Carlsen, District Secretary

EXHIBIT "A"

INITIAL COSTS FOR ADDITIONAL WORK CAUSED BY
CPFR EXPANSION TO PUYALLUP

The Tacoma Fire Department incurred the following additional expenses as a result of CPFR's expansion of service area.

1. Professional Computer Programming Services, (Wendt Consulting)	\$ 44,817.00
2. Computer Aided Dispatch Upgrade/Expansion	\$ 21,958.00
3. Fire Communications Training Related Overtime (April 1 – June 22, 2009)	\$ 46,525.00
4. 1 FTE FCC Dispatcher (July 2009 – January 2010)	<u>\$ 53,800.00</u>
TOTAL	\$167,100.00

EXHIBIT "B"

COST SCHEDULE FOR ADDITIONAL WORK CAUSED BY CPFR EXPANSION TO PUYALLUP

CPFR agrees to compensate Tacoma Fire for certain additional expenses incurred as a result of CPFR's expansion of service area.

1. Initial Costs: CPFR agrees to reimburse Tacoma Fire for certain initial expenses involving the expansion of the Fire Communications Center, training and overtime staffing of two additional dispatch personnel for 2009, modification of Tacoma Fire's Computer Aided Dispatch System and extension of the City of Tacoma's public safety radio and computer network systems to allow dispatch of CPFR units in the former Puyallup Fire Department service area.

CPFR shall make a single payment to Tacoma Fire in reimbursement of actual allowed expenses. Tacoma Fire will furnish invoices or payroll records of actual payments made along with a duly prepared invoice to CPFR in the actual amount of the requested reimbursement.

2. Recurring Costs: CPFR agrees to make payment to Tacoma Fire for certain recurring costs for CPFR's increased participation due to the expansion of their service area incurred by Tacoma Fire pursuant to this agreement. Recurring costs shall include:
 - A. The recurring cost of wage and benefits of up to two additional Tacoma Fire Department Firefighter Dispatchers calculated at the rate of \$8,980.00 per month per position plus any associated overtime per month from the date of assignment in 2009 through 2010;
 - B. Payment of Tacoma Fire's estimated incremental other personnel and administrative costs, to a maximum reimbursement of \$21,958 in 2009 and \$29,280 in 2010.

ORIGINAL

Recurring costs shall be calculated annually for each year, April through December for 2009 and January through December for all years thereafter, paid to Tacoma Fire in monthly payments equal to one eighth or one twelfth of the yearly total cost as appropriate 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. 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. CPFR agrees to pay Tacoma Fire \$150,000 toward City of Tacoma tower costs associated with implementing the Washington State Patrol-Parkland (WSP) site of the City's 800 MHz public safety radio system. CPFR also agrees to pay Tacoma Fire \$50,000 for fiber optic cabling costs at the WSP site. The parties understand and agree that implementation of this site is necessary for CPFR to dispatch units for emergency response in CPFR's Puyallup service area. Because the WSP site also improves 800 MHz reliability and coverage for Tacoma Fire, CPFR can apply these payments toward the \$300,000 credit to radio system infrastructure described in Exhibit "A" Section 3.

CPFR and Tacoma Fire also understand and agree that, in the event that grant funding from the 2007 "Local Community Project Interoperable Communications" grant or any other grant funding becomes available to Tacoma Fire for payment of improvements at the WSP site, Tacoma Fire will refund to CPFR an amount equal to any grant funding so received.