

## FIRE COMMUNICATIONS SERVICES CONTRACT

THIS FIRE COMMUNICATIONS SERVICES CONTRACT, (hereafter the "Contract") is made and entered into by and between the City of Yakima (hereinafter "Yakima") and the Cities of Union Gap and Selah (hereinafter the "Cities"), and Yakima County Fire Protection Districts No.'s 1,2,3,4,6,9,12, and 14 (hereinafter collectively referred to as the "Districts").

### WITNESSETH

WHEREAS, Yakima has heretofore provided dispatching services to the Cities and the Districts for the handling and processing of fire, alarm, and emergency calls.

WHEREAS, Yakima, the Cities, and the Districts desire to enter into a new contract for the continuation of such services.

NOW, THEREFORE, pursuant to RCW 39.34 and the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Yakima, the Cities, and the Districts as follows:

1. **Yakima Communications Center.** Yakima shall continue to operate a central facility to be known as the Yakima Communications Center within the City of Yakima and shall use the same for the purpose of receiving fire and emergency service calls from the respective areas served by all of the parties hereto, and shall dispatch fire apparatus of the appropriate party in answer to any such fire or emergency calls and for the purpose of receiving and transmitting mutual aid calls among the various parties hereto and for other related business.
2. **Authority of Dispatch Center.** It is agreed that the duty of operating the Yakima Communications Center and the complete management thereof is vested in Yakima and that Yakima shall have the full, complete, and exclusive authority to operate and

manage such Yakima Communications Center, including, but not limited to, the authority to hire and fire employees for such office.

3. **Expense of Maintenance and Operation.** The expense of continued maintenance and operation of the Yakima Communications Center, including the expense of operating all telephone lines terminating at the Yakima Communications Center, and including the maintenance of equipment located within the Yakima Communications Center belonging to the Districts and/or Cities, shall be borne by Yakima.
4. **Term of Contract.** This Contract is for a term of one (1) calendar year commencing January 1, 2009 and terminating at midnight on December 31, 2009.
5. **Cost of Service.** Yakima shall maintain a record of all the Districts' and Cities' alarm calls and each District and each of the Cities shall be charged by Yakima for each call as stated herein. The base cost per alarm call for the contract period shall be the cost per alarm in calendar year 2008 of Thirty-Six dollars and Forty-Seven cents (\$36.47). The cost per alarm call for each year of the contract shall be adjusted effective January 1 of each year for the contract term to an amount equal to the previous calendar year cost per alarm multiplied by the percent change from the previous year recorded in the Consumer Price Index published by the Bureau of Labor Statistic of the U.S. Department of Labor for all Urban Consumers (CPI-U) West Urban (Size B/C) Average for All Items, with reference base period of December 1996 =100 (Index) for the calendar year preceding this computation with a Three Percent (3.0%) minimum. The product of this computation shall be added to the previous year's cost per call.

CPI-U July 2007 through June 2008= 4.63%

2008 cost per run	\$36.47	\$36.47
Percent Increase	<u>x 0.463</u>	<u>\$ 1.69</u>
Increase	\$ 1.69	\$38.16

If the U.S. Government ceases to publish the Index on a December 1996 = 100 reference base, the Index shall be converted to the currently published standard reference base period in accordance with the conversation factor published by the United States Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised during the term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. If a correction is made to previously published Index data, the corrected data shall be used prospectively.

**To accommodate each district and each of the cities' budget cycle Yakima shall provide, in writing by the month of August of the preceding year to the billing year, the cost for dispatch services for the following year based on the previous calendar year's alarm calls handled by Yakima for each District and the Cities of Union Gap and Selah, times the cost per run rate applicable for the respective year.**

6. **Payment for Alarm Calls.** Each District and each of the Cities shall be billed in January of each year for dispatch services during that calendar year. Each District and each of the Cities shall pay for each year's billing for alarm services within ninety (90) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2<sup>nd</sup> Street, Yakima, Washington.
7. **Definition of Alarm Calls.** A call to be charged for under the terms of this Contract is defined as follows:
  - A. **An alarm call is defined as:** a call requiring the dispatch of equipment from any of the Districts or the Cities. Any number of vehicles from the responsible Districts or Cities may answer any such alarm call. All communications dealing with such alarm call shall be deemed as (1) alarm call.

- B. **Mutual Aid.** In the event an individual District or Union Gap or Selah requests mutual aid, it shall pay for each additional alarm call it requests.
8. **Early Termination of Contract.** Any party hereto may terminate this Contract, with or without cause, by providing sixty (60) days written notice of termination to each of the parties to this Contract. The Contract shall remain in full force and effect with regard to all remaining parties who have not exercised early contract termination pursuant to this clause.
9. **Hold Harmless.** The Districts and the Cities shall protect, defend, indemnify, and hold harmless Yakima, its elected officials, agents, officers, and employees from any and all claims, demands, lawsuits, and liability arising out of or related to the performance of this Contract.
10. **Nondiscrimination Provision.** During the performance of this Contract, Yakima shall not discriminate on the basis of race, age, color, sex, religion, national origin, creed marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.
11. **No Insurance.** It is understood Yakima does not maintain liability insurance for the Districts and/or the Cities and/or their employees.
12. **Assignment.** This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part either the Districts or the Cities to any other person or entity without the prior written consent of Yakima. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Districts and the Cities stated herein.

13. **Severability.** If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.
14. **Integration.** This written document constitutes the entire agreement between Yakima, the Districts, and the Cities. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by all parties.
15. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Washington.
16. **Venue.** The venue for any action to enforce or interrupt this Contract shall lie in the Superior Court of Washington for Yakima County Washington.
17. **Signature.** It is agreed that this Contract may be signed by each District separately and the signatures of all Districts and Cities need not be placed on a single document.

Fire Communications Services Contract

IN WITNESS WHEREOF, the parties have set their hands and seals.

CITY OF YAKIMA

CITY OF UNION GAP

By: \_\_\_\_\_  
City Manager *FIRE Chief*

By: *Jim Lawson*  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

*Kathryn Thompson, CMC*  
City Clerk

DATED:

DATED:

\_\_\_\_\_

*10-28-08*  
\_\_\_\_\_

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. 743**

**A RESOLUTION** authorizing the Mayor to sign a Fire Communications Services Contract with the City of Yakima.

**WHEREAS**, the City's Fire Department has been contracting with the City of Yakima for the provision of dispatching services for the handling and processing of fire, alarm, and emergency calls:

**WHEREAS**, it is the City's desire to provide for the continuation of such services;

**WHEREAS**, RCW 39.34, the Interlocal Cooperation Act, provides that the cities may contract for provisions of such services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES** as follows:

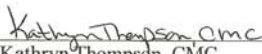
The Mayor is authorized to sign the Fire Communications Services Contract between the City of Union Gap and the City of Yakima for the provision of dispatching services for the handling and processing of fire, alarm, and emergency calls.


**PASSED** this 27<sup>th</sup> day of October 2008.

  
\_\_\_\_\_  
Jim Lemon  
Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathryn Thompson, CMC  
City Clerk

  
\_\_\_\_\_  
Robert F. Noe  
City Attorney