

INTERLOCAL AGREEMENT FOR FIRE COMMUNICATION SERVICES

PARTIES: **YAKIMA COUNTY FIRE DISTRICT NO. 5**, hereinafter referred to as "**Fire District #5**",

AND

CITY OF GRANDVIEW, CITY OF MABTON, CITY OF WAPATO, CITY OF SUNNYSIDE, TOWN OF GRANGER, CITY OF TOPPENISH and the **CITY OF ZILLAH**, hereinafter referred to, collectively, as "**Cities**".

all being Municipal Corporations of the State of Washington.

RECITALS:

Fire District #5 has heretofore provided alarm services to the **Cities** for handling and processing of fire and other emergency calls. The parties desire to enter into a contract for the continuation of such services, now, therefore, and in consideration of the covenants and conditions hereinafter contained.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. FIRE DISPATCH CENTER.

Fire District #5 shall continue to operate a central facility to be known as Fire District Center within **Fire District #5** of Yakima County and shall use the call letters KOK 411 for the purposes 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 call 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 Fire Dispatch Center and the complete management thereof is vested in **Fire District #5** and that **Fire District #5** shall have the full, complete and exclusive authority to operate and manage such Fire Dispatch Center, including, but not limited to, the authority to hire and fire employees and operate such office.

3. EXPENSE OF MAINTENANCE AND OPERATION.

The expense of continued maintenance and operation of the Fire Dispatch Center, including the maintenance of equipment located within the Fire Dispatch Center belonging to **Fire District #5** shall be borne by **Fire District #5**, excluding telephone call forwarding lines terminating at the Fire Dispatch Center, for those **Cities** lying outside of the Fire Dispatch Center local calling area.

4. TERM.

The term of this agreement is for a period of one (1) calendar year commencing on January 1, 1992, and terminating on December 31, 1992. Provided, however, that the contract shall be renewable thereafter on the same terms and conditions, except as to costs as set forth in #5, for one (1) year incremental extensions thereafter, unless the parties hereto agree to terminate the agreement as set forth in #8 or any party desires to withdraw. Ninety (90) day notice for withdrawal shall be required and if not given, the contract shall be deemed renewed for an additional year.

5. COST OF SERVICES.

Fire District #5 shall maintain a record of all **Fire District #5** alarm calls and a record of all alarm calls for each of the **Cities** which are parties hereto, and each of the **Cities** shall be charged by **Fire District #5**, independently, for each of the alarm calls, involving emergency response within each of the

Cities' respective jurisdictions, in amounts determined as follows: During the calendar year 1992, the cost per alarm to each **City** shall be an amount equal to Fifteen and 64/100 Dollars (\$15.64) times the number of alarm calls to each of the **Cities** for the prior year (1991).

In subsequent extensions of this agreement, **Fire District #5** shall charge each **City** an amount determined by an increase or decrease of **Fire District #5** cost of providing the service with \$15.64 per call being the reference point for increasing or decreasing said cost, with the resulting figure being multiplied by the number of calls to the **City** for the prior year.

Each of the **Cities** shall be billed in May of each year for one-half (1/2) of the payments due that year, and the remainder of the amount due shall be billed by **Fire District #5** to each **City** in November of each calendar year.

6. PAYMENT FOR ALARM CALLS.

Each **City** shall pay for each billing for alarm services within thirty (30) days after being billed by **Fire District #5**. Payment shall be made to Yakima County Fire District No. 5, Post Office Box 447, Zillah, Washington 98953.

7. DEFINITION OF ALARM CALLS.

For the purposes hereof, the following terms are defined as follows:

A. An alarm call is defined as a call requiring the dispatch of equipment. Any number of vehicles from responsible **Cities** may answer any such alarm call. All communications dealing with such alarm calls shall be deemed as one (1) alarm call.

B. A mutual aid call is an alarm call requested by one party **City** asking another party to this contract for assistance within its jurisdiction. In the event a party **City** requests mutual aid from another party **City** or from **Fire District #5**, the requesting **City** shall be charged for an

additional alarm call for each such request.

8. EARLY TERMINATION OF AGREEMENT.

The parties to this agreement hereby agree that this contract may be terminated if implementation of a 911 System will cause any need for changes in the services provided by **Fire District #5** in the Fire Dispatch Center or where the services provided by **Fire District #5** will be provided as a part of the 911 System, provided, however, that if the 911 System does not eliminate the need for the services providing by this contract, the parties hereto may amend or modify this agreement to address those changes.

9. HOLD HARMLESS.

Each **City** agrees that it will defend, indemnify and hold harmless **Fire District #5**, its agents, officers and employees from any and all liabilities solely arising out of the **City's** performance of this contract to the extent allowed by law. **Fire District #5** agrees that it will defend, indemnify and hold harmless the **City**, its agents, officers and employees from any and all liabilities solely arising out of **Fire District #5's** performance of this contract to the extent allowed by law.

10. NON-DISCRIMINATION.

The parties hereto agree that they do not discriminate by reason of race, color, creed, sex, national origin, and that they are equal opportunity employers.

11. SIGNATURES.

It is agreed that this contract may be signed by each **City** separately and that the signatures of all **Cities** need not be placed on a single document.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 13th day of JANUARY, 1992.

YAKIMA COUNTY FIRE DISTRICT NO. 5

Chairman

ATTEST:

Secretary

CITY OF GRANDVIEW

Mayor

ATTEST:

City Clerk

CITY OF MABTON

Mayor

ATTEST:

City Clerk

CITY OF WAPATO

Mayor

ATTEST:

City Clerk

CITY OF SUNNYSIDE

City Manager/Mayor

ATTEST:

Deputy City Clerk

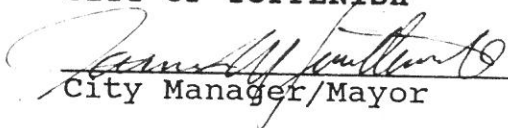
TOWN OF GRANGER

Mayor

ATTEST:

City Clerk

CITY OF TOPPENISH



City Manager/Mayor

ATTEST:

City Clerk

CITY OF ZILLAH

Mayor

ATTEST:

City Clerk