AGREEMENT BETWEEN KITTCOM AND KING & KITTITAS COUNTIES
FIRE DISTRICT 51/SNOQUALMIE PASS FIRE & RESCUE

THIS AGREEMENT is made and entered into by and between KITTCOM, a Washington municipal corporation, hereinafter, “KITTCOM” and King and Kittitas Counties Fire District 51/Snoqualmie Pass Fire & Rescue hereinafter, “SPFR”. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, KITTCOM and SPFR have agreed to enter into this agreement under the authority of Chapter 39.34 RCW, also known as the Interlocal Cooperation Act, that authorize cooperative efforts between governmental entities in providing services; and

WHEREAS, KITTCOM is a multi-jurisdictional public safety answering point services provider jointly and cooperatively created and administered by various public agencies in Kittitas County under the authority of an Interlocal Cooperative Agreement executed pursuant to Chapter 39.34 RCW; and

WHEREAS, SPFR desires that KITTCOM provide certain emergency call receiving and radio dispatch services for SPFR fire and EMS personnel; and

WHEREAS, KITTCOM has determined it will have the necessary resources to provide said services as described below to SPFR following the provisioning of additional radio infrastructure at Dodge Ridge, to that will serve Fire and EMS agencies.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

I. TERMS AND CONDITIONS:

A. KITTCOM will provide emergency call receiving and dispatch services for SPFR as described in Appendix A of this Agreement.

B. KITTCOM hereby grants permission for SPFR fire & EMS responders to use KITTCOM’s fire radio frequencies only for the purposes described in this Agreement.

C. Modifications to this Agreement and minor adjustments to the procedures, policies and guidelines contained in Appendix A of this Agreement may be made with the mutual written consent of the Director of KITTCOM and the Chief of the King and Kittitas Counties Fire District 51/Snoqualmie Pass Fire & Rescue.

D. KITTCOM and SPFR agree that each party is responsible for compliance with Washington State’s public disclosure laws.

E. SPFR agrees to pay costs necessary to assure that its fire and EMS units can adequately communicate with KITTCOM on KITTCOM’s primary fire dispatch frequencies as outlined in Appendix A. KITTCOM assumes no liability for the failure of SPFR’s radio equipment, either mobile, portable or fixed base.
F. KITTCOM shall have a copy of this Agreement posted on the Kittitas County website, as well as with any other applicable government agencies, as required by Chapter 39.34 RCW.

II. FEE FOR RECURRING & NON-RECURRING SERVICES

A. Fee for nonrecurring services for the sixty months of this agreement (January 1, 2017 through December 31, 2019), SPFR agrees to pay KITTCOM per quarter for call receiving and dispatch services as specified in Appendix A of this agreement for 2017.

B. The first year, 2017, will be determined by approximation of the total number of incidents SPFR completed in 2015, with an average number of radio logs per call to establish a base line. In 2015, SPFR handled 370 calls, with an average of approximately 9 radio logs per call, at the current cost per radio log of $3.30 for the agencies included in the Interlocal, this calculates to be $10,989.00, or $2,747.25 per quarter for the first year, 2017.

   a)  
   b)  

C. The remaining years (2018-2021) will be determined by the number of radio logs and the cost per radio log the user agencies who are part of the KITTCOM Interlocal are charged for 2018, 2019, 2020 & 2021 respectively.

D. For the non-recurring services, the initial provisioning of additional radio infrastructure at Dodge Ridge, to serve Fire & EMS agencies, has and will cost approximately $55,000.00.

   1. KITTCOM proposes to attribute $24,000.00 of the cost to SPFR.

      Three payment options are available.

      a. [ ] One-time fee of $24,000.00 or
      b. [ ] Annual installments of two payments of $12,000 or
      c. [X] Annual installments of three payments of $8,000.

      Payment for non-recurring services will be billed in April of each year, beginning in 2017 for payment to be received no later than June 30 of each year until paid in full.

E. KITTCOM shall transmit billing to the SPFR by the following dates beginning in 2017: January 15th, April 15th, July 15th and October 15th.

F. KITTCOM may terminate SPFR’s dispatch services under this agreement for non-payment with 30 days written notice to the Chief of King and Kittitas Counties Fire District 51/Snoqualmie Pass Fire & Rescue if SPFR fails to pay its quarterly fee for KITTCOM’s services within 45 days of the beginning of each calendar quarter.
G. KITTCOM shall invoice SPFR quarterly for recurring services, in advance, referencing SPFR’s purchase order provided for such services. Invoices shall be sent to: Snoqualmie Pass Fire & Rescue, PO Box 99, Snoqualmie Pass, WA 98068-0099. SPFR agrees to advise KITTCOM if the address for billing changes.

H. SPFR shall make payments to KITTCOM, c/o Ellensburg City Finance Department, 501 N. Anderson St., Ellensburg, WA 98926.

III. DURATION:

A. This agreement shall become effective immediately following its execution by both parties.
B. Dispatch services shall commence no later than January 1, 2017.
C. This agreement shall end on December 31, 2021 unless terminated sooner by either party with at least one hundred eighty (180) days written notice. The parties agree to consider entering into a succeeding agreement at least three months prior to expiration of this agreement.
D. At any time during this agreement the parties may jointly agree to terminate this agreement in favor of SFPR becoming a full member of the KITTCOM Inter-Local Agreement.

IV. LIABILITY

A. KITTCOM and SPFR agree that each party shall, at all times, be solely responsible for its own acts and omissions associated with the performance of this agreement. Each party shall indemnify, defend and hold the other party harmless from any claims, damages or judgments, including attorney’s fees, expert witness fees and all other costs said party may sustain as a result of negligence by the other party arising out of the performance of this Agreement.

V. TERMINATION

A. Either party may terminate this agreement with one hundred eighty (180) days written notice to the other party. Any accumulated fees for services shall be pro-rated back from the termination date.
B. If SPFR initiates an early termination to the agreement the balance owing for the non-recurring initial provisioning costs becomes due upon termination.
C. If KITTCOM initiates an early termination, SPFR, if not in default of the agreement, shall not be required to pay the remaining balance of the non-recurring initial provisioning costs.

VI. CONTACT INFORMATION

A. The Director shall administer this agreement for KITTCOM and Chief shall administer this agreement for the SPFR.

B. The following shall be the Parties’ contact persons for administration of this agreement:
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FIRE DISTRICT 51/SNOQUALMIE PASS FIRE & RESCUE

Darlene Mainwaring  Jay Wiseman
Director  Chief
KITTCOM (Kittitas County 9-1-1)  Snoqualmie Pass Fire & Rescue
700 Elmview Rd  PO Box 99
Ellensburg, WA 98926  Snoqualmie Pass, WA 98068-0099
(509) 925-8530  (425) 434-6333

VII. DISPUTES

A. In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the Director and Chief of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' Director and Chief, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

B. This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.

C. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

VIII. GENERAL PROVISIONS

A. Each Party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

B. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor’s Office. Each Party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

C. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

D. Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
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E. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.

F. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.

G. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties’ addresses set forth in Article VI.

H. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

I. This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporated by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

J. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

K. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

L. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
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Gene Dana
KITTCOM Administrative Board Chair
Date: _, 2016

SPFR Commissioner
Date: June 8, 2016

Darlene Mainwaring
ATTEST: Darlene Mainwaring
Board Secretary

Jay Wiseman
ATTEST: Jay Wiseman
Secretary

Approved as to form:

Name:
Title:
APPENDIX A

1. KITTCOM shall provide SPFR with emergency call receiving for 9-1-1 calls and emergency calls received via phone or radio.

2. KITTCOM shall dispatch SPFR's fire & EMS units and maintain status of said units at all times.

3. KITTCOM shall generate SPFR specific incident numbers for each SPFR event.

4. KITTCOM dispatchers shall have available SPFR provided lists of SPFR's fire & EMS personnel. SPFR agrees to provide said paper or email lists to KITTCOM and to maintain same. KITTCOM may, at its discretion, add said lists to its CAD system.

5. KITTCOM shall transfer fire & EMS related calls involving or affecting response from King County units to Norcom.

6. KITTCOM will provision additional radio infrastructure at Dodge Ridge to serve fire & EMS agencies.
   a. Radio infrastructure to will include but is not limited to the following channels to better serve SPFR and Kittitas County Hospital District 2 in the Snoqualmie Pass area:
      i. Fire Page
      ii. Fire Operations
      iii. Fire TAC 3
      iv. TAC 1

7. KITTCOM at the time of migration will support reprogramming the VHF mobile and portable radios by SPFR as part of the initial provisioning work.

8. Interoperability with “Westside” Units (from King county).

9. 911 routing will be changed ahead of migration to KITTCOM. King County 911 will be asked to reprogram the 1 button transfers for SPFR jurisdiction area in King County to be transferred to KITTCOM.

10. SPFR agrees to inform KITTCOM in writing if KITTCOM's personnel violate any of the policies, procedures or guidelines in this Appendix.

11. SPFR agrees that KITTCOM's occasional failure to perform the services described in this Appendix shall not be cause to invalidate this agreement, unless KITTCOM routinely fails to take corrective action after being notified by SPFR of misapplications of the policies, procedures or guidelines contained in this Appendix.