RESOLUTION NO. #2877

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FIRE COMMUNICATION SERVICES CONTRACT WITH YAKIMA COUNTY FIRE PROTECTION DISTRICTS 5 AND 2

WHEREAS, the City of Selah wishes to enter into a Fire Communication Service Contract with Yakima County Fire Protection Districts 5 and 2 for dispatch services, and

WHEREAS, the term of the contract is for two (2) calendar years commencing on April 1, 2022 and terminating at midnight on March 31, 2024;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, that the Mayor of the City of Selah be authorized to sign a Fire Communication Services Contract with said parties. A copy of the agreement is attached and incorporated as shown.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, this 9th day of October, 2021.

[Signature]
Sherry Raymond, Mayor

ATTEST:

[Signature]
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

[Signature]
Rob Case, City Attorney

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FIRE COMMUNICATIONS SERVICES CONTRACT

THIS FIRE COMMUNICATIONS SERVICES CONTRACT, (hereinafter the “Contract”) is made and entered into by and between Yakima County Fire District #5, a Municipal Corporation (hereinafter “Fire District #5”) and Yakima County Fire District #2 and the City of Selah (hereinafter “Selah Fire Department”).

WITNESSETH

WHEREAS, Fire District #5 has heretofore provided dispatching service to the Cities and Districts of Lower Yakima County for the handling and processing of fire, alarm, and emergency calls.

WHEREAS, Fire District #5 and Selah Fire Department desire to enter into a new contract for such services.

NOW, THEREFORE, pursuant to the mutual covenants, promises and agreements set forth herein, it is agreed by and between Fire District #5 and Selah Fire Department as follows:

1. **Fire District #5 Communications Center.** Fire District #5 shall continue to operate a central facility to be known as the Fire District #5 Communications Center within the County 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, emergency apparatus or Medical 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 Fire District #5 Communications 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 District #5 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 Fire District #5 Communications Center, including the expense of operating all telephone lines terminating at the Fire District #5 Communications Center, and including the maintenance of equipment located within the Fire District #5 Communications Center and belonging to Fire District #5, shall be borne by Fire District #5.

4. **Term of Contract.** This Contract is for a term of Two (2) calendar years commencing April 1, 2022 and terminating at midnight on March 31, 2024. Contract shall auto-renew every two years until such time as either party terminates the contract either by early termination as defined in this agreement or by providing written notice 180 days in advance of the midnight March 31 renewal date.

5. **Cost of Service.** Fire District #5 shall maintain a record of Selah Fire Department alarm calls and Selah Fire Department shall be charged by Fire District #5 for each call as stated.
Fire Communications Service Contract

herein. The base cost per alarm call for the contract period shall be the cost per alarm in Calendar year 2022 of Fifty-Nine dollars and Seventy-Six cents ($59.76) per dispatch.

The cost per alarm call shall be adjusted January 1 of each year 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 Statistics of the U.S. Department of Labor for all Urban Consumers (CPI-U), West, Average for all items, with reference base period of 1982-84=100 (Index) for the calendar year of this computation, for the month of June, with tenth’s of a percent rounded to the nearest whole percent and with a 2% minimum and a 4% maximum. In addition to the CPI cost adjustment, associated CAD and Spillman costs are also included. In the event that the percentage increase is less than 2%, a 2% increase will automatically be used. In the event that the percentage increase is more than 4%, a special meeting of the Dispatch Users Group will be convened for the purpose of authorizing an increase. If the U.S. Government ceases to publish the index on a 1982-84=100 reference base, the index shall be converted to the currently published standard reference base period in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

6. **Payment for Alarm Calls.** Selah Fire Department shall be billed quarterly for alarm calls. Billing will be for the prior 3 months of alarm calls ending March 31st, June 30th, September 30th and December 31st. Statement of billing will be mailed by April 30th, July 31st, October 31st and January 31st.

Selah Fire Department shall pay for each billing for alarm services within Sixty (60) days after billing by Fire District #5. Payment shall be made to Yakima County Fire District #5, PO Box 447, Zillah, Washington 98953.

7. **Definition of Alarm Calls.** A call to be charged for under the terms of this Contract is defined as follows:

A. **An emergency alarm call is defined as:** a call requiring priority dispatching of equipment from Selah Fire Department. Any number of vehicles from Selah Fire Department may answer any such alarm call. All communications dealing with such alarm call shall be deemed as one (1) alarm call.

B. **A non-emergency alarm call is defined as:** a call requiring non-priority dispatching of equipment from Selah Fire Department. Any number of vehicles from Selah Fire Department may answer any such alarm call. All communications dealing with such alarm call shall be deemed as one (1) alarm call.

8. **Services Included.** Included are receiving and dispatching of an alarm call to include receiving of call information, processing information to determine appropriate response, recording of call information to include units, times and pertinent call events, providing call
information and details via electronic sources such as notification Apps or radio system. Sources of notification are supplied and paid for by Selah Fire Department as are any devices required to receive said information.

9. Early Termination of Contract. Fire District #5 or Selah Fire Department may terminate this Contract, with or without cause, by providing one-hundred eighty (180) 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.

10. Hold Harmless. Selah Fire Department shall protect, defend, indemnify, and hold harmless Fire District #5, 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.

11. Nondiscrimination Provision. During the performance of this Contract, Fire District #5 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, promotion, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.

12. No Insurance. It is understood Fire District #5 does not maintain liability insurance for Selah Fire Department and/or their employees.

13. Assignment. This contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part to either Fire District #5 or Selah Fire Department or to any other person or entity without the prior written consent of Fire District #5 and Selah Fire Department. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Fire District #5 and Selah Fire Department stated herein.

14. 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.

15. Integration. This written document constitutes the entire agreement between Fire District #5 and Selah Fire Department. 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.

16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

17. Venue. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County Washington.

18. Signature.
Fire Communications Service Contract

CITY OF SELAH

Mayor
Sherry Raymond

Date___________________

ATTESTED:

City Clerk/Treasurer
Dale Novobielski

YAKIMA COUNTY FIRE PROTECTION DISTRICT #2

Commissioner Chairman
Dan Boyle

Date___________________

Commissioner Secretary
Christine Willis

YAKIMA COUNTY FIRE DISTRICT #5 BOARD OF COMMISSIONERS

Date___________________

Chairman

Printed Name

Attest