

**SOUTH SOUND 911
FIRE
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter "SS911") and ANDERSON ISLAND FIRE & RESCUE (PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 27), (hereinafter "Fire Agency") for fire dispatch services provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue) (together referred to as the "Member Agencies") have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide the following dispatch services:
 - A. Receive and accept emergency fire, medical aid, and other calls for service emanating from within the boundaries of Fire Agency or from within the boundaries of municipal corporations served by Fire Agency. Service to areas outside of Pierce County must be specifically approved by SS911.
 - B. Transmit an alarm to Fire Agency and dispatch the appropriate equipment according to the procedures established between Fire Agency and SS911
 - C. Maintain communications with Fire Agency from the time of the initial alarm until conclusion of the emergency in order to provide additional assistance as needed.
 - D. Prepare and maintain a record of all emergency calls received, alarms transmitted and equipment dispatched.
 - E. Record and maintain a record of radio and telephone transmissions relating to all emergency incidents.
 - F. Provide communication services to provide support assistance from utilities, medical services, police services and any other services to aid Fire Agency if such assistance should be requested.
 - G. The services to be provided by SS911 shall be provided 24 hours per day, 7 days per week during the term of this Agreement.
3. Obligations of Fire Agency. Fire Agency agrees as follows:
 - A. Provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.

- B. Provide SS911 with the Fire Agency's response procedures, designating the equipment to be dispatched for all alarms to Fire Agency.
 - C. Comply with the standard procedural rules for dispatch as may be established from time to time by SS911.
 - D. Maintain a unit identification system mutually agreed upon between Fire Agency and SS911.
4. Fees for Services. Fire Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.
 5. Dispatch Records. All records and recordings, under the control of SS911, maintained for emergency fire, medical aid, and other calls for service received from within Fire Agency boundaries shall be the property of Fire Agency and shall not be disclosed to any person or corporation without the consent of Fire Agency, unless SS911 shall, by subpoena, court order, or law, be directed to disclose such information, in which case SS911 shall immediately notify Fire Agency.
 6. Indemnification. Fire Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Fire Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Fire Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. Termination of service by SS911 may occur immediately if Fire Agency fails to pay for service or Fire Agency violates the terms and conditions of service as determined by SS911.
8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:


SS911	FIRE AGENCY
Janet Caviezel South Sound 911 Budget & Finance Manager 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: <i>James Bixler</i> Address: <i>12207 LK Josephine Blvd. Anderson Island, WA 98303</i>
Phone: (253)798-2970	Phone: <i>253-884-4040</i>
Fax: (253)798-7874	Fax: <i>253-884-4057</i>
Email: Janet.Caviezel@SouthSound911.org	Email: <i>jbixler@pcfd27.com</i>

9. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. Fire Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement and the Attachments contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911



Andrew E. Neiditz
Executive Director

Date

Approved as to Budget:



Janet Caviezel
Budget & Finance Manager

Approved as to Form:



Peter Beckwith
Legal Advisor

**ANDERSON ISLAND FIRE & RESCUE
(PIERCE COUNTY FIRE PROTECTION DISTRICT NO.27)**



Date

Print Name: James R. Bixler

Print Title: Chief

Address: 12207 LK. Josephine Blvd.
Anderson Island, WA 98303