



Agenda Sheet for City Council Meeting of:
10/14/2019

Date Rec'd	10/1/2019
Clerk's File #	OPR 2019-0852
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	MIKE ORMSBY 6287
Contact E-Mail	MORMSBY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	AGREEMENT WITH SREC FOR FIRE DISPATCH SERVICES

Agenda Wording

Agreement with SREC to provide back-up Fire dispatch services to the City of Spokane.

Summary (Background)

SREC began operation on July 1, 2019. Several City of Spokane fire dispatchers went to work for SREC creating a shortage of dispatchers to cover all City shifts. This agreement will allow SREC employees to provide backup dispatch services when needed.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense \$ 100,000 not to exceed		# 1630-35210-28200-54201-99999
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session	10/7/19
Division Director	SCHAEFFER, BRIAN	Other	
Finance	HUGHES, MICHELLE	Distribution List	
Legal	ODLE, NATHANIEL	bschaeffer@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	JAtwood@spokanecity.org	
Additional Approvals			
Purchasing			

APPROVED BY
SPOKANE CITY COUNCIL:

10/14/19
Terri Hughes
CITY CLERK

**AGREEMENT BETWEEN
THE CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING TEMPORARY 9-1-1 DISPATCH BACKUP SUPPORT SERVICES**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington, (the "City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors.

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Resolution 2018-0245, as amended by Spokane County Resolution 18-0772, as further amended by Spokane County Resolution 19-1152, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, The Spokane Fire Department is experiencing a shortage of trained and available Fire Communication Specialists. It is anticipated Spokane Fire Department will have only five (5) full-time equivalent ("FTE") employees after July 23, 2019. Spokane Fire Department staffing coverage will be reduced to one (1) fire communication specialist per shift and one (1) relief fire communication specialist during this staffing shortage. While the Spokane Fire Department is in the process of hiring additional staff, it is anticipated that the Spokane Fire Department staff may not be able to cover all the vacated shifts; and,

WHEREAS, SREC is willing to provide the Spokane Fire Department with temporary backup support for 911 dispatch services while Spokane Fire Department hires and trains employees during its temporary staffing shortage; and

WHEREAS, chapter 39.34 RCW authorizes public agencies to contract with each other for services.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the terms by which SREC will temporarily supplement Spokane Fire Department Dispatch level of service needs for emergency purposes and during this unanticipated staffing shortage.
 - A. Personnel and Services. SREC and SFD personnel may cover for each other during breaks. In addition, certain SREC personnel as available (the "SREC Mutual Aid Employees") shall provide the following services, on a

voluntary basis in excess of their regular work schedules as SREC employees, as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor, to the City on a month-to-month basis beginning August 1, 2019 (the "Services"):

Vacant shift coverage and daily staffing needs for breaks, 911 call answering, and any additional needs as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor. Additionally, SREC will attempt to cover shift vacancies unable to be filled by Spokane Fire Department with SREC Mutual Aid Employees, on a voluntary basis, who are fire-qualified dispatchers.

- B. Maximum Hours. The SREC Mutual Aid Employees shall not work in excess of 36 hours per shift, individually, while providing the Services to the City in addition to their regular SREC work schedule.
 - C. Facilities/Equipment/Software. SREC shall provide at no cost to the City all facilities, equipment and software necessary for the SREC Mutual Aid Employees to perform the Services.
 - D. Specific Location of Services. The SREC Mutual Aid Employees shall perform the Services at the Combined Communications Building, 1620 N. Rebecca Street, Spokane, WA 99217, or at other locations as mutually agreed upon by both Parties.
2. DURATION / TERMINATION. This Agreement is effective as of July 1, 2019 and shall continue unless and until terminated by either Party upon thirty (30) days written notice to the other Party. The Parties estimate the time needed for the Spokane Fire Department to resolve its staffing shortage will be not more than eighteen (18) months.
3. FEES AND INVOICES.
- Fees for the Services shall be billed by SREC to the City on a monthly basis in arrears, at the hourly rate of \$80.00 per hour, or portion thereof, for Services provided by any SREC Mutual Aid Employee .
4. TIMING OF PAYMENTS.
- SREC shall submit monthly invoices for payment to the City at 44 W. Riverside Ave. Spokane, WA 99201. The City shall submit payment within ten (10) days of receipt of invoice and remitted to SREC, 1620 N. Rebecca St., Spokane, WA 99217.

5. AUDIT / RECORDS. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and copy[audit] the financial records of SREC in support of the invoices for the Services. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
6. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Executive Director
SREC
1620 N Rebecca Street
Spokane, Washington 99217
Email: lmarkham@spokanecity.org

CITY: Mayor, City of Spokane
808 W Spokane Falls Blvd
7th Floor City Hall
Spokane, Washington 99201
Email: mayor@spokanecity.org

Copy to: City Attorney, City of Spokane
808 W Spokane Falls Blvd
7th Floor City Hall
Spokane, Washington 99201
Email: moormsby@spokanecity.org

7. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.
8. RELATIONSHIP OF THE PARTIES. The Parties intend that this is a Mutual Aid Agreement only and not an employment or other agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

9. **INDEMNIFICATION.** Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, the City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of the City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the negligence of SREC, or its officers, agents or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the negligence of the City, or its officers, agents or employees.

10. **INSURANCE.** At its own expense, each Party shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. **Types of Required Insurance.**

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

Combined Single Limits per Occurrence: \$3,000,000

Annual Aggregate: \$5,000,000

2. Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee

Policy Limit: \$1,000,000

By Accident: \$1,000,000

By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 10 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:
1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
 2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
 3. All liability policies must provide coverage on an occurrence basis; and
 4. Liability policies shall not include exclusions for cross liability.
- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 10 and, if requested, copies of policies to the opposing party subject to this agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such

certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts.

- D. Proof of self-insurance by a Party shall satisfy all insurance requirements of Section 10 of this Agreement.
11. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
12. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
13. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. MISCELLANEOUS.
- A. NON-WAIVER. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
 - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.
15. RCW 39.34 REQUIRED CLAUSES.
- A. PURPOSE. See section 1 above.
 - B. DURATION. See section 2 above.
 - C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. SREC shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
 - E. AGREEMENT TO BE FILED. The City shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source. SREC shall place it on its web site or other electronically retrievable public source.
 - F. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
 - G. TERMINATION. See section 2 above.

H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: _____

SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS

By: _____
Bryan A. Collins, Chair

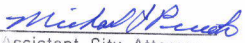
Date: 10/17/19

CITY OF SPOKANE

By:  _____

Attest:

Spokane City Clerk

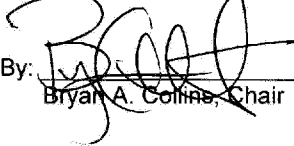
Approved as to _____

Assistant City Attorney



H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: 11-7-19

SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS

By:  _____
Bryan A. Collins, Chair

Date: _____

CITY OF SPOKANE

By: _____