

 Agenda Sheet for City Council Meeting of* 10/24/2022 Briefing date: 10/24/2022 Status: COUNCIL REVIEW		Date Rec'd (Clerk use only) 10/19/2022
Submitting Dept*: FIRE		Clerk's File # OPR 2022-0777
Contact Name & Phone*: TOM WILLIAMS 7002		Renewals #
Contact E-Mail*: TMWILLIAMS@SPOKANECITY.ORG		Cross Ref #
Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		Project #
Agenda Item Name: Begin with Dept # MOU FOR FIRE DISPATCH SERVICES		Bid #
Agenda Wording*: (113 character max) <input type="checkbox"/> Additional attached? Memorandum of Understanding (MOU) for Fire Dispatch Services between City of Spokane and Spokane Regional Emergency Communications (SREC)		Requisition #
Summary (Background)*: (0 character max.) <input type="checkbox"/> Additional attached? The City has determined to end emergency call dispatch for SFD personnel. The City has resolved to coordinate and contract with SREC through a MOU for services needed in order to continue first rate fire dispatch for the City. As Fire personnel will be leaving the dispatch field, SREC will undertake SFD dispatch on October 31, 2022 at 18:00. This necessitates that Council discuss and adopt a resolution to agree to the MOU presented. Fire Command Staff and Legal will be available for discussion.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?
Expense ▼ \$	151,202.77 month	# TBD
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
Approvals		Council Notifications (Date) <input type="checkbox"/> None
Dept Head	SCHAEFFER, BRIAN	Study Session / Other 10/24/22 PIES
Division Director	SCHAEFFER, BRIAN	Council Sponsor Council Member Kinnear
Finance	MURRAY, MICHELLE	Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	HARRINGTON, MARGARET	Lori.Markham@srec911.org
For the Mayor	ORMSBY, MICHAEL	tmwilliams@spokanecity.org
Additional Approvals		bschaeffer@spokanecity.org
Purchasing		lsmithson@spokanecity.org
Select Dept 1 ▼		
Select Dept 2 ▼		
Select Dept 3 ▼		

Save

Cancel

View Related Documents

Approved by spokane city council on: 10/24/2022



City Clerk

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING FIRE DISPATCH COMMUNICATIONS SERVICES**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington (“City”), and Spokane Regional Emergency Communications, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors; individually referred to herein as “Party” and collectively referred to herein as “Parties.”

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, 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 City is in need of fire dispatch emergency communications services to be provided by SREC, and SREC is willing to provide the same, as further described herein; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform;

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties’ understanding of the terms and conditions under which SREC will provide fire dispatch emergency communications services within the City as further described in Exhibit “A,” attached hereto and by this reference incorporated herein.
2. DURATION / TERMINATION. This Agreement is effective as of 6:00 p.m. October 31, 2022, and shall terminate on at 11:59 p.m. on December 31, 2022. At the sole discretion of either Party, this Agreement may be terminated by either Party upon the delivery of a minimum of fourteen (14) days’ written notice to the other Party.
3. SERVICES / RESPONSIBILITIES. SREC personnel shall provide all emergency dispatch emergency communications services involving or related to the City Fire Department.
4. FEES AND INVOICES. The services as set forth in Section 3 of this Agreement shall be billed by SREC to the City and paid by the City on or before the fifth (5th) day of the month following SREC’s provision of services at the rate of \$151,202.77 monthly.
5. AUDIT / RECORDS. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and audit the financial records of SREC in support of the invoices for the services provided in Exhibit A. 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: Lori Markham, Executive Director
Spokane Regional Emergency Communications
1620 N Rebecca Street
Spokane, Washington 99217
Email: Lori.Markham@srec911.org

CITY: Tom Williams
Assistant Fire Chief Spokane Fire Department
City of Spokane
44 W Riverside Ave
Spokane, WA 99201
Email: tmwilliams@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 written approval of the other Party.
8. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this 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 elected and appointed officials, 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 its officials, 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 and the negligent or intentional acts or omissions of the City's elected or appointed officials, 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 sole 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 of Spokane and all their elected and appointed officials, 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 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 sole negligence of the City of Spokane or its officers, agents, or employees.

10. INSURANCE. At its own expense, the Parties 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 to the other Party 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.

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. DISPUTE RESOLUTION. Any dispute between the Parties that cannot be resolved between the Parties shall be subject to arbitration. Except as provided to the contrary herein, such dispute shall first be reduced to writing. If the CITY and SREC representatives cannot resolve the dispute by negotiation or mediation, it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The City and SREC shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties.

13. 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.

14. 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 or expression, 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.

15. 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.

16. 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. City shall file this Agreement with its City Auditor or place it on its website 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

Nadine Woodward
By: Nadine Woodward
Title: Mayor
Date: 11/1/2022

By: Sheriff Ozzie Knezovich
Title: Chair
Date: _____

Attest:

Terri Pfister
By: Terri Pfister
Title: City Clerk
Date: _____



Approved as to form:

Lynden P. Smithson
By: Lynden P. Smithson
Title: City Attorney
Date: 10/26/2022



EXHIBIT “A”

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking
- (2) Fire/EMS Dispatching

DEFINITIONS

“CAD” means Computer Aided Dispatch

“CFS” means Call for Service

“EMS” means Emergency Medical Service(s)

“Incident” means when a CFS is assigned a responding unit within CAD

“PSAP” means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI’s), and pre-arrival instructions (PAI’s) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI’s require the Dispatcher to remain on the phone until EMS units arrive on scene.

- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.
 - Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.

- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate number of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.

- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.
- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.