

INTERLOCAL DISPATCH SERVICES AGREEMENT

THIS DISPATCH COMMUNICATIONS SERVICES AGREEMENT, (hereafter the “Agreement”) is made and entered into by and between the City of Yakima (hereinafter “Yakima”) and the Union Gap Police Department, (hereinafter referred to individually as “Public Agency” or collectively as “Public Agencies”).

WITNESSETH

WHEREAS, pursuant to previous agreements, Yakima has provided dispatching services to the Public Agencies for the purpose of providing public safety dispatch services. Such public safety dispatch services include, but are not limited to, radio and telephony dispatch, alarms, emergency calls, and coordination of Mutual Aid Agreements (MAAs).

WHEREAS, Yakima, the City, and the Public Agencies, and each of them, desire to enter into a new Agreement for the continuation of such services upon the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Yakima and the Public Agencies as follows:

1. **SunComm 9-1-1 Communications Center.** Yakima shall operate and manage a central facility to be known as the “SunComm 9-1-1 Communications Center” located within the City of Union Gap, and shall use the same for the purpose of receiving public safety calls resulting from 911 or public safety agencies from the respective areas served by all of the parties hereto, and shall dispatch Law, Fire, and EMS as appropriate in answer to any such public safety 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 and Administration.** It is agreed that the duty of operating the SunComm 9-1-1 Communications Center and the complete management thereof is vested in Yakima, and that Yakima shall have the full, complete, and exclusive authority to operate and manage such SunComm 9-1-1 Communications Center, including, but not limited to, the authority to hire and fire employees for such office, all in accordance with applicable E911 Administrative and Operational Board By-laws and applicable laws, rules and procedures. This Agreement shall be administered by Yakima in accordance with applicable law, rules and procedures, and applicable by-laws of the E911 Administrative and Operational Board.
3. **Expense of Maintenance and Operation.** The expense of continued maintenance and operation of the SunComm 9-1-1 Communications Center, including the expense of building maintenance, operation, maintenance, and purchase of 911 customer premise equipment (CPE), telephone lines terminating at the SunComm 9-1-1 Communications Center, and including the maintenance of public safety communications equipment located within the SunComm 9-1-1 Communications Center belonging to the Public Agencies, shall be the responsibility of Yakima and managed by Yakima. Revenues generated from the Cost of Service provisions set forth in Section 5 below may be used by Yakima to defray such expenses of maintenance and operation and for any other lawful purpose as determined appropriate by Yakima.
4. **Term of Contract.** This Contract is for a term of two (2) calendar years commencing January 1, 2019 and terminating at midnight on December 31, 2020.

In the event that the method of response to alarm calls is significantly altered, such as tiered emergency medical response, the parties agree that this agreement shall be opened to reconsider the Cost of Service formula set forth in Section 5 below to address the new conditions of dispatching alarm calls.

5. **Cost of Service.** Yakima shall maintain a record of each Public Agency's alarm calls and each Public Agency shall be assessed a fee for service by Yakima for each call as stated herein. The base cost per dispatched call for the contract period shall be the cost per dispatch retrieved from the CAD Managerial Information System (MIS) for the proceeding calendar year. For the first year of this Agreement, the cost of service based on the YR2017 calls shall be \$14.92 per radio dispatch and \$5.89 per traffic stop.

The cost per dispatch for each subsequent year of the contract shall be increased effective January 1 of each year for the contract term. The increase shall be calculated by adding the previous contract amount per dispatch, plus the annual average data from the Bureau of Labor Statistics between the months of June–May of the Customer Price Index (CPI) for All Urban Consumer (CPI-U) and Consumer Price Index (CPI-U) –West Region. In addition, the E911 board and or the city can request an additional fee approved through a meeting of the user agencies to increase the cost per dispatch based on operational or capital project needs of SunComm. Seventy-five percent of the collective Public Agencies must be present at the meeting and the increase will be approved through a simple majority vote. The following equation will be used to calculate the annual per dispatch fee.

Contract Year 2019 (\$00.00+ (CPI-U+CPI-U: West Region)/2= annual increase.

(Board approved expenditures will be divided equally between user agencies and added on to the annual cost)

To accommodate each Public Agency's budget cycle, Yakima shall provide in writing, by August of each year governed by this contract, Yakima's cost for dispatch services for the next budget year. The numbers will be based on the previous year's dispatched calls handled by Yakima for each Public Agency, multiplied by the contract year increase times the number of dispatched call. The following equation will be used to determine each user agencies annual service cost:

Annual Contract Rate x Dispatched Calls= Annual Cost

6. **Payment for Dispatched Calls.** Each Public Agency shall be billed in January of each year for dispatch services for that ensuing calendar year. Each of the Public Agency shall pay each year's billing for dispatch services within ninety (90) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington 98901.
7. **Definition of a Dispatched Call.** A call to be charged for under the terms of this Agreement is defined as follows:
 - A. **A dispatched call is defined as:** a call requiring the dispatch of equipment from any of the user agencies. Any number of vehicles from the responsible user agency may answer any such alarm call. All communications dealing with such alarm call shall be deemed as one (1) alarm call.
 - B. **Mutual Aid.** In the event an individual Public Agency requests mutual aid, it shall pay for each additional alarm call it requests.
 - C. EMS services shall only be billed on those calls resulting in a dispatch received through 911 that support Fire and Law agencies dispatched by SunComm.
8. **Early Termination of Contract.** Any party hereto may terminate this Agreement, with or without cause, by providing sixty (60) 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. In the event of early termination, Yakima shall remit and pay to the withdrawing party the unearned portion of the annual payment for cost of service paid by the withdrawing Public Agency for that calendar year.

9. **Liability of Yakima.** Yakima shall not be liable to any Public Agency, its elected officials, officers, employees, and agents for failure to provide, or delays in providing, services herein, if due to any cause beyond the City of Yakima's control, such as, but not limited to, power outage, fire, water, energy shortages, failure of its communications or computer hardware or operating system, natural disaster, or inability to provide or continue to provide the agreed upon services due to a court ruling or other legal action adverse to the City of Yakima or this Agreement.
10. **INDEMNIFICATION/PROMISE NOT TO SUE.**
 - A. Each Public Agency agrees to hold harmless, indemnify, protect, and defend Yakima, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of the Public Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
 - B. Yakima agrees to hold harmless, indemnify, protect, and defend the Public Agencies, their elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of Yakima, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
 - C. In the event that Yakima and the Public Agencies, or any of them, are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims,

liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

D. Nothing contained in this Section or this Contract shall be construed to create a liability or right of indemnification in any third party.

11. **Nondiscrimination Provision.** During the performance of this Agreement, no party shall discriminate on the basis of race, age, color, sex, sexual orientation, 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, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.
8. **No Insurance – Independent Contractors.** It is understood Yakima does not maintain liability insurance for the Public Agencies and/or their elected officials, officers, employees, agents or volunteers. The parties agree, understand and warrant that each party is an independent contractor, and nothing in this Agreement shall be construed to create any relationship of employment, partnership, association or joint venture other than that of independent contractors. Each party shall have sole responsibility for the management and compensation of its employees, agents, officers and volunteers, and shall never maintain or represent that such persons are employees, agents, officers and/or volunteers of the other party.
9. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part to any other person or entity without the prior written consent of Yakima. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Public Agency stated herein.

10. SEVERABILITY

1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 2. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
11. **Integration.** This written document constitutes the entire agreement between Yakima and the Public Agencies. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by all parties.
12. **REPRESENTATIONS & WARRANTIES**
1. Each Public Agency, by signing this Agreement, acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.
 2. The City of Yakima makes no representations, warranties, or guaranties, express or implied, other than the express representations, warranties, and guaranties contained in this Agreement.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
14. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County Washington.

15. **Signature.** It is agreed that this Agreement may be signed by each Public Agency, District and City separately and the signatures of all User Agencies, Districts and Cities need not be placed on a single document. The person executing this Agreement on behalf of the User Agency, District or City represents and warrants that he or she has been fully authorized by the governing body of the User Agency, District or City to execute this Agreement on its behalf and to legally bind the User Agencies, Districts and Cities to all the terms, performances and provisions of this Agreement.

A copy of this Agreement shall be recorded with the Yakima County Auditor or otherwise posted online as authorized pursuant to Chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have set their hands and seals.

CITY OF YAKIMA

CITY OF UNION GAP

By: _____
City Manager

By: _____
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

DATED:

DATED:
