

## **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”) the City of Selah and Yakima County Fire Protection District No.1,2,3,4,6,9,12,and14. (hereinafter referred to individually as “Public Agency” or collectively as “Public Agencies”).

### **WITNESSETH**

WHEREAS, pursuant to previous agreements, Yakima has provided public safety dispatching services to the Public Agencies. 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 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 Public Safety Communications Center.** Yakima shall operate and manage a central facility to be known as the “SunComm Public Safety Communications Center,” (hereinafter “SunComm”) 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 response 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 SunComm and the complete management thereof is vested in Yakima, and that Yakima shall have the full, complete, and exclusive authority to operate and manage SunComm.
3. **Expense of Maintenance and Operation.** The expense of continued maintenance and operation of SunComm, including the expense of maintenance of Yakima public safety communications equipment necessary for dispatch located within SunComm 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, 2021 and terminating at midnight on December 31, 2022.
5. **Cost of Service.** Yakima (SunComm) 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 alarm 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) from the proceeding calendar year. For the first year of this Agreement, the cost of service is based on the YR 2019 calls and shall be \$57.28 per CAD dispatch record.

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 CPI data from the Bureau of Labor Statistics between the months of June–May of the Consumer Price Index (CPI) for All Urban Consumer (CPI-U) and Consumer Price Index (CPI-U) –West Region.

Beginning FY22, Yakima will base the annual increase in the cost of each dispatch on the *greater of* the percentage increase

represented by 1) the annual CPI average percentage increase, calculated as set forth above, or 2) the current percentage increase in labor rate compensation for the Collective Bargaining Agreement (CBA). The maximum annual dispatch rate increase based on the CBA increase percentage shall not exceed 3.5%.

In addition, Yakima can request an additional fee approved through a meeting of the user agencies to increase the cost per dispatch based on operational costs or a capital project that exceeds the annual CPI generated revenue based on the needs of SunComm. The additional fee will be accounted for separately and be used for the maintenance and sustainability of the dispatch related equipment. No less than seventy-five percent of the collective Public Agencies that contract through SunComm for service must be present at the meeting and the increase will be approved through a simple majority vote. One of following methods will be used to calculate the annual fee increase per dispatch.

**A. Contract Year XXXX ( $\$(\text{previous "per dispatch" cost}) + (\text{CPI-U} + \text{CPI-U-West Region})/2 = \text{annual increase}$ ).**

**B. Contract Year XXXX ( $\$(\text{previous "per dispatch" cost}) + (\text{CBA labor Rate percentage} \times \text{\$previous "per dispatch" cost}) = \text{annual increase}$ ).**

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 or alarms dispatched by SunComm for each contracted Public Agency, multiplied by the contract year increase. The following equation will be used to determine each user agency's annual service cost:

**Annual Contract Rate x Dispatched Calls = Annual Cost**

**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 to address the new conditions of dispatching alarm calls.**

6. **Payment for Dispatched Calls.** Each participating Public Agency shall be billed quarterly beginning in January of each year for dispatch services for that ensuing calendar year.
  - a. Each of the Public Agencies shall pay each quarterly billing for dispatch services within sixty (60) days of being invoiced by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2<sup>nd</sup> Street, Yakima, Washington 98901.
  - b. SunComm shall provide a current year monthly report of dispatched calls within 30 days of the month closing. These calls will be reviewed for discrepancies and adjusted to the next contract period.
  
7. **Definition of a Dispatched Call.** A call to be charged under the terms of this Agreement is defined as follows:
  - A. A dispatched call is defined as: an incident, call, or alarm that results in a dispatch of fire or EMS equipment from any of the contracted user agencies or an agency supporting the contracted agencies response. 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. Auto-Aid. In the event an agency or agencies have entered into an agreement for “Auto-Aid” with another Public Agency the agency responsible for the zone or district shall be responsible for the dispatch service costs.
  - C. Mutual Aid. In the event an individual Public Agency requests mutual aid, it shall pay for each additional alarm call it requests.
  - D. Departments or Districts initially dispatched to an incorrect location due to SunComm error shall not be charged for the dispatch.
    - a. SunComm and the district shall review all dispatches in question for accuracy.

- b. Incorrect dispatches due to SunComm error shall be adjusted in the next subsequent year.

**8. Performance Standards.** SunComm is committed to providing the best customer support possible under the following conditions.

A. SunComm will develop policy and procedures that follow the 2016 National Fire Protection Agency (NFPA) 1221 best practices for public safety communications. The standards will be followed as dated to the contract period. Exceptions to these standards are listed below:

B. Public Safety Communication Land Mobile Radio equipment specific for fire dispatch limits SunComm in performing to NFPA 1221 Chapter 9 standards. The limited LMR equipment and coverage limits SunComm's ability to efficiently support more than two (2) active 3 alarm incidents occurring simultaneously. In addition, there are several areas that public safety radio and paging does not effectively cover which can delay the dispatch or require SunComm to use other resources to contact the district or department.

C. Personnel Shortages and Incidents: Standards of dispatching times could be effected based on the following conditions:

1. SunComm experiences unexpected personnel shortages due to resignations, internal investigations, FMLA, or changes to human resource policy.
2. Fire districts annex or increase the size of district, adding additional stations, and increasing the number of apparatuses.
3. NFPA requires two dispatchers and a supervisor (7.3.1 and 7.3.4.2), whereas the shift supervisor can only be used for short term coverage.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

## **15. 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.

**16. 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.

## **17. 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.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**19. Venue.** The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Yakima County Washington.



**20. 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.**