

CITY OF PALMER ACTION MEMORANDUM No. 09-038

SUBJECT: Authorize the City Manager to Enter into and Execute a One Year Contract with the Matanuska-Susitna Borough for Dispatch Services

AGENDA OF: July 14, 2009

Council action:	Authorized
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Approved for presentation by B. B. Allen, City Manager B. B. Allen

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator (Public Safety Director)	<i>JO</i> 6/15/09	
X	City Clerk	<i>JR</i> 7/7/09	
X	City Attorney	<i>[Signature]</i> 7/7/09	
X	Director of Administration	<i>[Signature]</i> 6/23/09	
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

Attachment(s): Dispatch Contract with Borough

Certification of Funds:

	No fiscal impact.	
X	Funds are budgeted from this account number: 01-00-00-3422	\$754,111
	Funds are not budgeted. Budget modification is required. Affected account number:	

Director of Administration Signature: *[Signature]*

Background: Since approximately 1970, the City of Palmer and the Matanuska-Susitna Borough have had a contractual relationship in which the City provided E-911 call answering and dispatch services to the Borough for Fire, Rescue, and EMS services.

In March 2009, the Borough put out a state-wide bid for dispatch services. Only the Cities of Palmer and Wasilla responded to the bid request. The responses were due by April 27, 2009. On May 26, the Borough Purchasing Division issued the Notice of Apparently Successful Bid or Proposal, identifying the City of Palmer as the "apparently successful" bidder. On June 2, the Borough Assembly acted on Borough AM No. 09-045, and voted to award the contract for dispatch services to the City of Palmer. There was one dissenting vote. The current contract

between the Borough and the City expires June 30, 2009. The contract before the Council was delayed due to the Borough's bid process.

The City of Palmer's bid was in the amount of \$754,111. Payment is to be made to the City of Palmer in two equal payments.

Administration recommendation: Approve action memorandum 09-038.

COOPERATIVE SERVICES AGREEMENT
Between the
CITIES OF PALMER and the MATANUSKA-SUSITNA BOROUGH
For
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

- a. "Palmer" means the City of Palmer;
- b. "Borough" means the Matanuska-Susitna Borough;
- c. "parties" means Palmer, and the Borough;
- d. "dispatch center" means the communications center located in the Palmer Public Safety Building.

2. Purpose

This Agreement is entered into between the parties to set out the terms and conditions under which Palmer will provide dispatch services for the Borough. The Agreement covers operation, staffing, cost allocation, and funding provisions for the dispatch center.

B. TERM

The term of the Agreement shall be July 1, 2009 thru June 30, 2010, subject to the termination provisions of Section L. This contract may be renewed by mutual agreement of the parties.

C. SERVICES PROVIDED BY PALMER

Palmer shall provide the following services to the Borough, and shall pay those costs associated therewith out of funds derived under this Agreement:

- 1. Twenty-four-hours-a-day, seven-days-a-week, E-911 telephone answering (call-taking) and dispatching services, including the in-house telephone switch, telephone equipment and devices to include all incoming trunk lines, direct-inward-dialing (DID) lines, broadband internet services, and facsimile (FAX) lines not associated with the Enhanced 911 network (E-911).
- 2. The Dispatch facility shall be secure and provide for adequate protection against structural breach or compromise, either by natural forces or man-made. Additionally, the facility will have adequate space and power requirements to fulfill these services and have a back-up power sources to ensure uninterrupted services.

3. Non-emergency telephone answering services for the Borough for telephone lines terminating in the dispatch center or forwarded to the dispatch center by the Borough.
4. Radio or telephone dispatching of emergency and non-emergency requests for services of the Borough. The services provided by the Borough include, but are not limited to:
 - a. Fire Services – currently eight fire service areas in the Borough;
 - b. Emergency Medical Services (EMS) – currently eight ambulance service areas and one first response unit area;
 - c. Rescue Services – currently eight rescue service areas;
 - d. Animal Care and Regulation – after-hours dispatch of on-call personnel;
 - e. Incident Management Team (IMT) – dispatch of the IMT during a disaster situation.
5. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to the Borough such records of those calls as the Borough deem necessary.
6. To provide the above services in a manner that does not discriminate based on callers but which may prioritize based on the nature of the call.
7. To provide for at least two full-time equivalent dispatchers to be scheduled and on duty at all times for seven days per week, regardless of the following conditions: annual (personal) leave, sick leave, vacancy of a position, and required dispatcher training.
8. Palmer shall provide adequate training to the dispatchers to assure their proper and competent performance under this Agreement. Such training shall, at a minimum, include the following, and all dispatchers shall receive instruction or confirmation of proficiency in the following:
 - a. Basic telephone answering including all functions of the dispatch center telephone system;
 - b. Use of the computer aided dispatch (CAD) system(s);
 - c. Use of the Alaska Public Safety Information Network (APSIN);
 - d. Dispatch Center Policy and Procedures Manual;
 - e. Knowledge of the Borough, including the contacts and chain of command of the Borough;
 - f. Knowledge of the city and community boundaries in the borough;
 - g. CPR, including annual refresher courses as required;
 - h. Emergency Medical Dispatch protocols and usage, including the ProQA software application in the CAD computer system;
 - i. Use of the InterAct (or equivalent) computer aided dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;

- j. U. S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and,
 - k. Use of Enhanced 911 (E-911) software and system.
9. Palmer shall account for all funds received and expended under this Agreement, and such funds shall be accounted for in a separate section under the Palmer financial accounts.
 10. Palmer shall expend funds under this Agreement for the sole and exclusive purpose of providing E-911 and dispatch and related services for the parties.
 11. Palmer shall provide for an audit of the dispatch funds to be made available to the Borough when Contractor's annual audit is completed which shall be no later than 120-days following the close of each Contractor budget year.
 12. Palmer shall provide the Department of Emergency Services (DES) daily reports of all service calls and their respective information from the previous day (00:00 hours to 23:59:59 hours). Such reports will be sent to the DES office no later than 10:00a.m. on the following morning.
 13. Palmer shall provide monthly reports (including year-to-date totals) to the Borough, and other (ad hoc) reports on an as-needed basis, to include but not limited to:
 - a. Total Calls – a report of all calls dispatched by type of service;
 - b. E-911 Calls
 - i. Total E-911 calls taken;
 - ii. Time interval between Call Taken to Dispatch Time – an average of the time difference between the time the calls are answered by the E-911 call-taker to the time the calls are dispatched to a station and/or field unit;
 - c. Service Area Response Times – a 90% fractile time-formatted report for each type of service dispatched, for the following segments of dispatch:
 - i. Time dispatched to time enroute;
 - ii. Time enroute to time on-scene;
 - iii. Time on-scene to the time clearing the scene;
 - iv. Arrival time at hospital to time available for response; and
 - v. Time clearing the scene to time in-quarters.
 - d. Medical Calls Report – number of medical calls by type of chief complaint.
 14. Palmer shall promptly notify the Borough of any operational problems or malfunctions of Borough owned and provided equipment, software or services.
 15. Palmer shall coordinate with the Department of Emergency Services on a real-time, and/or on an as-needed basis. This may include frequent communications between the Department of Emergency Services and the Dispatch Center by a variety of methods: direct telephone, e-mail, fax, and/or radio communications.
 16. Palmer shall coordinate with the Borough the release of E-911 information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any 9-1-1 calls and/or any dispatch information involving Borough assets. The Contractor shall release such items to the Borough, upon request.

17. Palmer agrees to not modify, alter, or place any software on any equipment provided through the Borough without the prior written approval of the Borough, which shall provide prompt written responses to Contractor regarding the request for approval.
18. If this Agreement is extended beyond calendar year 2010, Contractor shall provide to the Borough a proposed annual budget no later than 45 days prior to the budget being adopted by Contractor, and Contractor agrees to consider the comments and recommendations of the Borough in that budget.

D. SERVICES PROVIDED BY THE BOROUGH

The Borough shall provide the following equipment and services and shall pay for the costs of the items listed below out of funds arising out of the E-911 surcharge and the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide multiple-position E-911 call-taking consoles (not including the furniture) and related software and equipment, including maintenance and repairs unless those repairs are a result of damage by Contractor, or its agents or employees, whether intentionally caused or not, but the Borough shall provide warranty work in any event.
2. Provide E-911 telephone circuits and network devices.
3. Provide the E-911 system to include software, database of maps and addresses, computer equipment and related items, including annual maintenance and repair, except damage caused by Contractor, its agents or employees, whether intentional or not, but the Borough shall provide warranty work in any event.

Borough shall provide the following equipment and services and shall pay for the costs of the items listed below, but the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide an annual update of Borough operating procedures for dispatch and provide any changes or modifications that may be required during the year.
2. Provide the computer aided dispatch (CAD) system hardware and software; and, related maintenance and warranty.
3. Provide a radio system for the dispatch of Borough emergency services such as fire, rescue, EMS, and emergency animal control.
4. Provide on an as-needed basis up to 12-hours-a-year in orientation training to new dispatchers or as refresher training of current dispatchers in Borough functions, operations and procedures.
5. Telephone lines and circuits to link Borough and the dispatch center, including call forwarding lines and associated costs.

6. Borough shall promptly notify Contractor of any errors or omissions by Contractor, whether operational or otherwise, and Contractor will cure the problem.

F. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of the Borough. The Borough shall participate with Palmer in an annual operational review of the dispatch center and make recommendations on changes, modifications or improvements. The Borough shall not supervise or direct Palmer other than as provided in this section.

G. NON-DISCRIMINATION

In performing its duties and obligations under this Agreement, no party may discriminate against any person in violation of law.

H. ALLOCATION OF COSTS

1. Palmer shall provide the Borough with Palmer's written estimates of the total costs of operating the dispatch center for 2010, reduced by any E-911 surcharge revenues provided by the Borough according to Section J, below.

I. PAYMENTS

1. The Borough agrees to pay to Palmer for dispatch costs the amounts agreed to herein and under any extensions of this Agreement.
2. The Borough shall pay Palmer two semi-annual payment according to the following schedule:
 - a. \$377,055.50 no later than July 17, 2009; and,
 - b. \$377,055.50 no later than January 15, 2010.

J. 911 SURCHARGE

By November first after each Borough fiscal year (July 1 through June 30), the Borough shall allocate to each City operating a dispatch center the residual monies from the E-911 Revenue Surcharge as per Borough resolution. Should any operational monies collected by the Borough under the 911 surcharge become available for distribution to Palmer, these monies shall be used by Palmer to reduce the estimated total annual operating costs estimated by Palmer under subsection H (1) (a), above, of the next calendar year's dispatch center budget and proportionately allocated according to subsection H (1) (b), above.

K. USE OF E-911 DATA AND INFORMATION

Palmer shall provide training for the dispatchers regarding the confidentiality and records access provisions of Borough's agreement with any and all Telephone Carriers connected to the E-911 system, based in part on Borough-supplied information specifying the training components.

L. TERMINATION FOR CONVENIENCE OF PARTIES

1. Either party may terminate this Agreement at any time by giving written notice to the other parties of such termination, at least 180 days prior to the effective date of the termination.

2. Should Palmer terminate the Agreement, the Borough may negotiate other agreements with another party to continue the dispatch functions.

M. MODIFICATIONS TO THE AGREEMENT

The parties may, from time-to-time, require changes to this Agreement. Such changes must be agreed to by all parties, in writing, prior to any change being implemented. Any such modifications or changes shall become a part of the Agreement.

N. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the parties only and not for the benefit of any third party. The parties understand and agree that, to the maximum extent possible, all activities carried on hereunder concern the establishment, funding, use, operation or maintenance of an enhanced 911 system or are activities associated with those actions, and thus receive the immunity provided under AS 29.35.133 or AS 09.65.070 or both or any other law.

O. ASSIGNMENT

None of the parties to this Agreement shall assign an interest in this contract and shall not transfer any interest in the same without the prior written consent of all parties to this Agreement.

P. EFFECT OF WAIVER

The failure of any party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of any party thereafter to enforce each and every protection hereof.

Q. SEVERABILITY

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

R. GOVERNING LAW

Any civil action arising from this contract shall be brought in the superior Court for the Third Judicial District of Alaska at Palmer, only. The law of the state of Alaska shall govern the rights and obligations of the parties. The common law rule of construction against the drafter does not apply to this Agreement.

S. INTERPRETATION AND ENFORCEMENT

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

T. NOTICES

Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

To the City of Palmer
City of Palmer
Chief of Police
231 West Evergreen
Palmer, Alaska 99645

Copy to:
City of Palmer
City Manager
231 West Evergreen
Palmer, Alaska 99645

To the Matanuska-Susitna Borough
Matanuska-Susitna Borough
Director of Public Safety
680 North Seward Meridian Parkway
Wasilla, Alaska 99654

Copy to:
Matanuska-Susitna Borough
Borough Manager
350 East Dahlia Avenue
Palmer, Alaska 99645

U. CAUSES BEYOND CONTROL

In the event a party is prevented by a cause or causes beyond control of the party from performing any obligation under this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of contract which will render the party liable for damages or give rights to the cancellation of the contract for cause. However, if and when such cause or causes cease to prevent performance, the party shall exercise all reasonable diligence to resume and complete performance of the obligation with the least practicable delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the party and which prevent the performance of the party: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the party from performing the terms of the contract as set forth herein. Events, which are peculiar to a party and would not prevent another similar party from performing, including, but not limited to financial difficulties, are not causes beyond the control of the party.

V. ENTIRE AGREEMENT

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than these contained herein, and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

W. ACKNOWLEDGMENT

The parties acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

X. AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS

The parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by duly signed, written amendments.

CITY OF PALMER

B. B. ALLEN, Manager

Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2009, Bill Allen personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC
My Commission expires: _____

MATANUSKA-SUSITNA BOROUGH

JOHN DUFFY, Manager

Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2009, John Duffy personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC

My Commission expires: _____