CITY OF PALMER
ACTION MEMORANDUM NO. 13-032

Subject: Authorize the City Manager to Negotiate and Execute a One Year Contract for Fire Dispatch Services with the City of Houston

Agenda of: April 9, 2013

Council Action: ___Authorized_____

Approved for presentation by:

City Manager _____ (acting)
City Attorney _____
City Clerk _____

Certification of Funds:

Total amount of funds listed in legislation:	$ 12,479
This legislation (√):	
____ Has no fiscal impact	
Creates:	
____ A negative fiscal impact in the amount of:	$ _____
X A positive fiscal impact in the amount of:	$ 12,479
X Funds are budgeted from this (these) line item(s):	
➢01-00-00-3422	$ 12,479
____ Funds are not budgeted. Budget modification is required. Affected line item(s):	
➢	$ _____
Unrestricted/undesignated fund balance (after budget modification)	$ _____
Director of Finance signature certifying funds:	_____

Attachment(s):
- Contract for Dispatch Services with City of Houston

Summary statement: For some time, the City of Palmer and the City of Houston have been in a contractual relationship in which the City provided dispatch services to the City of Houston for their Fire service. The current contract with the City of Houston expires June 30, 2013.

The City of Houston has historically paid one percent of Palmer's overall dispatch expenses. For the coming year, that amount is $12,479. Payment is to be made to the City of Palmer in two equal payments.

Administration recommendation: Approve action memorandum 13-032.

COOPERATIVE SERVICES AGREEMENT
Between the
CITIES OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

a. "Palmer" means the City of Palmer;

b. "Houston" means the City of Houston

c. "parties" means Palmer, and Houston;

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 Houston. 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, 2013 thru June 30, 2014, 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 Houston, 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 breech 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. Radio or telephone dispatching of emergency and non-emergency requests for services of Houston. The services provided by Houston include, but are not limited to:

   a. Fire Services – Dispatch for Houston Fire Department;

   b. Incident Management Team (IMT) – dispatch of the IMT during a disaster situation.

4. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to Houston such records of those calls as Houston deems necessary.

5. 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.

6. To staff the Dispatch Center with 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.

7. 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. Dispatch Center Policy and Procedures Manual;
   d. Knowledge of Houston, including the contacts and chain of command of Houston;
   e. Knowledge of the city and community boundaries in the Borough;
   f. CPR, including annual refresher courses as required;
   g. Use of the InterAct (or equivalent) computer aided dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;
   h. U. S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and,
   i. Use of Enhanced 911 (E-911) software and system.

8. Palmer shall provide reports (including year-to-date totals) to Houston 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. 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.

9. Palmer shall coordinate with Houston the release of dispatch information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any dispatch information involving Houston assets. Palmer shall release such items to Houston, upon request.

D. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of Houston. Houston shall not supervise or direct Palmer other than as provided in this section.

E. NON-DISCRIMINATION

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

F. ALLOCATION OF COSTS

1. Palmer shall provide Houston with Palmer's written estimates of the total costs of operating the dispatch center for 2013.

G. PAYMENTS

1. Houston agrees to pay to Palmer for dispatch costs the amounts agreed to herein and under any extensions of this Agreement.

2. Houston shall pay Palmer two semi-annual payment according to the following schedule:

a. $6,239.50 no later than July 16, 2013; and,
b. $6,239.50 no later than January 14, 2014.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. SEVERABILITY

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

N. 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.

O. 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.

P. 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
Director of Public Safety
231 West Evergreen
Palmer, Alaska 99645

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

To the City of Houston
City of Houston
Mayor
P.O. Box 27
Houston, Alaska 99694

Q. 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.

R. 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.

S. 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.

T. 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

_____ _____

DOUGLAS B. GRIFFIN, Manager Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2013, Douglas B. Griffin 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: _____

CITY OF HOUSTON

_____ _____

VIRGIE THOMPSON, Mayor Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2013, Virgie Thompson 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: _____