

EMERGENCY DISPATCH AGREEMENT FOR LAW SERVICE

City of Prosser Police Department

THIS AGREEMENT is entered into between Benton County Emergency Services (hereinafter referred to as BCES), Southeast Communications Center Division (hereinafter referred to as SECOMM), a joint venture created pursuant to an Interlocal Agreement with area jurisdictions and City of Prosser, a municipal corporation, (hereinafter referred to as AGENCY).

RECITALS.

- 1.1 Status of Parties. SECOMM has been organized to provide a public safety dispatch center and has facilities and personnel to provide dispatch services to other governmental entities. The AGENCY has need for such dispatch services.
- 1.2 Authority. This agreement is entered into by the parties under the authority of Chapter 39.34, the Interlocal Cooperation Act.
- 1.3 Purpose. It is the purpose of this agreement to establish terms and conditions under which SECOMM will provide dispatch service to the AGENCY.
- 1.4 Public Safety Paramount. The parties agree that in carrying out the terms of this agreement the public health, safety and welfare shall be paramount.
- 1.5 Representation. AGENCY shall have representation on BCES Executive Board in accordance with the BCES By-Laws, Article 4.

To carry out the purpose of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

2. EFFECTIVE DATE. This agreement shall be effective on or about January 1, 2013, and terminate on December 31, 2013 at 11:59 p.m. This Agreement shall automatically be renewed, without notice, for successive one (1) year terms unless either party gives written notice, on or before one hundred and eighty (180) days prior to the expiration of the current term, terminating this Agreement.

3. BCES POLICY MANUAL.

- 3.1 The parties agree to perform all activities related to the purpose of this agreement in accordance with all applicable policies and procedures of the BCES policy manual (including all appendices). Each party further agrees to inform all appropriate personnel of all SECOMM policies and procedures of the BCES policy manual (including all appendices) and effective policies not yet published in the Manual, and to take all

3.2 The parties acknowledge and agree that in accordance with the procedures for such actions defined in the BCES policy manual, specific policies and procedures may be amended, replaced, or deleted and that such amendments, replacement, or deletions of the specific policies and procedures may become effective for operations of the AGENCY and SECOMM before being published in a revision of the BCES policy manual.

4. SECOMM RESPONSIBILITIES. SECOMM agrees to furnish the following services to the AGENCY.

4.1 Receive calls for emergency and other assistance from within the boundaries of the AGENCY or from within the boundaries of areas served by the AGENCY. SECOMM will provide non-emergency call taking and notification on a limited basis to permit continuity of City essential services such as animal control and public works. The AGENCY shall provide SECOMM with one (1) primary contact and one (1) secondary contact for City services. Upon two (2) contact attempts it will be considered that SECOMM has fulfilled their contractual obligation as an emergency dispatch entity; the AGENCY shall be responsible for all subsequent contacts.

4.2 Dispatch AGENCY units and provide necessary information thereto, and receive and transmit emergency and other communications.

4.3 Provide emergency communications services twenty-four hours per day, seven days per week.

4.4 Maintain written policies and procedures for dispatching calls to the AGENCY, and provide the AGENCY with a current copy of the BCES policy manual and other policies and procedures applicable to the AGENCY. Provide the AGENCY, in accordance with the procedures of the policy manual, with any amendments, replacements, or deletions of the specific policies and procedures which may impact AGENCY operations.

5. AGENCY RESPONSIBILITIES.

5.1 The AGENCY agrees to utilize SECOMM as the AGENCY's primary public safety dispatch organization.

5.2 The AGENCY agrees to participate as a partner in the Law Customer Agency Group (Law CAG) and to comply with the guidance outlined in the Law Enforcement Handbook.

5.3 The AGENCY agrees to provide SECOMM with contact information and agrees to maintain and provide accurate information.

6. FEE FOR SERVICE.

6.1 Fees. As consideration for the services provided by SECOMM, the AGENCY agrees to pay to SECOMM fees in accordance with the fee schedule in exhibit "A", attached hereto and incorporated herein by this reference.

6.2 Annual Fee Schedule. Annual fees paid by the AGENCY shall be modified to reflect the population for the City of Prosser and the per capita rate which is adjusted annually based on the inflation factor CPI (all urban consumers) ending July for west coast cities of population 50,000 – 333,000. The AGENCY's fees paid shall include direct costs for unique services for the AGENCY and or unique to the law disciplines.

6.3 Payment Schedule. The AGENCY agrees to pay SECOMM at the rate provided for in Paragraph 6.1, above, in quarterly installments within thirty days of the last day of the quarter's month during which SECOMM provided service to the AGENCY.

6.4 The AGENCY agrees to pay any additional actual costs (Direct Costs) incurred by SECOMM for providing equipment or services requested by the AGENCY which solely benefit the AGENCY. Also, as part of a group of SECOMM member agencies or organizations, the AGENCY may agree to share with other agencies or organizations of the group costs incurred by SECOMM for providing equipment of services requested by the group. Provided, however, that in either case SECOMM may, at its sole option, agree to pay for such equipment or service.

7. HOLD HARMLESS. Each party shall at all times be solely responsible and liable for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this agreement, and shall save and hold harmless the other party and its personnel and officials from all costs, expenses, losses, and damage, including cost of defense, incurred as a result of any acts or omissions related to the performance of this agreement.

8. INSURANCE. The AGENCY and SECOMM shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the parties. The coverage shall be procured in the following types and minimum amounts:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

Participation in a self-insured governmental insurance pool shall fulfill the aforementioned insurance requirements.

9. LIMITATION OF AGREEMENT. This agreement is entered into for the benefit of the parties to this agreement only. The agreement is not intended to confer any benefits on any other parties and therefore no other or third party shall be entitled to rely on the terms of this agreement or anticipate receipt of any benefit as a result of the performance of this agreement.

10. NOTICES. All notices, request, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at that time of delivery if personally delivered, or at the time of mailing, if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this agreement (601 7th Street, Prosser, WA 99350), or at such other address as the party may designate at any time in writing to the other party.

11. MODIFICATION.

11.1 This agreement constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, lawfully authorized, and signed by both parties; except,

11.2 The parties acknowledge, as provided for in section 3, above, that performance of all activities related to the purpose of this agreement is to be in accordance with the policies and of the BCES policy manual, and that those policies and procedures may be modified as provided for in the BCES policy manual.

12. OPERATIONAL REVIEW. It is agreed that representatives of SECOMM and the AGENCY shall meet to review operations or procedural matters as requested by the other party, and at the time of a revision of the BCES policy manual and appendices.

13. CORRECTIVE ACTION.

If SECOMM or the AGENCY determines that a breach of the contract has occurred, that the other party has failed to comply with any terms or conditions provided for in this agreement, or has otherwise failed to provide in any manner the work or services agreed to herein, or has interfered with SECOMM or the AGENCY operations, and if the party deems said breach to warrant corrective action, the violated party shall attempt to cure the breach through the appropriate policies and procedures of the BCES Policy Manual. If, after exhausting all appropriate policies and procedures of the BCES Policy Manual, the violated party is not satisfied that the breach has been cured, the violated party may terminate this agreement for breach under the conditions provided for in Section 14, below.

14. TERMINATION.

14.1 For Breach. Either party may terminate this contract, in whole or in part, upon a six months (180 days) advance written notice in the event there is substantial breach of any duty, obligation, or service required pursuant to the agreement whether or not such breach is expressly declared to be cause for termination elsewhere in this agreement; provided, however, that this agreement shall not be terminated for breach (other than for non-payment of fees) if such breach is remedied within ten days after written notice thereof has been given to the offending party by the violated party.

14.2 For Impossibility. Either party may terminate this contract, in whole or in part, upon ten days advance written notice in the event the duties, obligations, or services required herein become impossible, illegal, or infeasible.

14.3 Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this agreement are breached by the other party.

15. SECOMM EQUIPMENT.

All consoles, call receiving equipment, and related equipment and facilities located at the Southeast Communications Center shall remain SECOMM equipment and property, except as provided in Paragraph 6.4, above.

16. AGENCY EQUIPMENT.

All AGENCY related equipment and facilities located outside of the Southeast Communications Center shall remain the property of the AGENCY and shall be purchased, operated, and maintained by the AGENCY.

17. TECHNICAL OPERATION.

The parties to this agreement acknowledge that SECOMM retains sole authority to determine the technical operation and equipment needs of the Southeast Communications Center's equipment and facilities.

EXHIBIT A

ASSESSMENT SCHEDULE

2013 Assessment Schedule

Per Capita Rate (2012)		POPULATION (2012)		DIRECT COSTS		Radio Console Maintenance		TOTAL
\$14.2448	X	5,785	+	\$4,265 ⁱ	+	\$2,360	=	\$89,031 ⁱⁱ

FORMULA: The previous year's per capita rate increased by the CPI rate multiplied by the population equals the new per capita cost total. The per capita total plus direct costs and radio console maintenance share equal the total assessment (as identified in the BCES Budget Document).

NOTE: Invoices are sent out quarterly.

NOTE: Netmotion is assessed as follows:

\$265.25/each (includes initial Netmotion License, Policy Module License, 1 Year Maintenance)
 \$ 51.25/year starting the second year of use.

ⁱ Direct Costs as reflected include ACCESS costs (\$4,264.80). Direct Costs are subject to increase based on actual costs for Netmotion (for MDT connectivity) and the cost share for the 'BCSO 786-2112' phone number (\$1,181.65), both of which are not included in this exhibit. Any other Direct Cost unique to Prosser PD needs will also be assessed in addition to what is stated in this contract.

ⁱⁱ There is also an additional \$1,000 for one-time CAD programming, initial net motion activation fees, and other set up costs will be charged as an addition charge(s) to the total assessment cost for dispatch services in the form of an Invoice.

SIGNATURE AUTHORIZATION

Benton County Emergency Services Executive Board



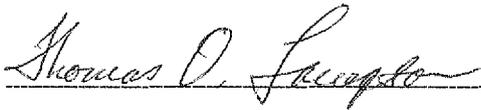
Chris Skinner, Director of Police Services
City of Richland

City of Prosser



Paul Warden, Mayor
City of Prosser

Approved as to form:



Thomas O. Lampson, City Attorney
City of Richland



Rachel Shaw, City Clerk
City of Prosser

Approved as to form:



Howard Saxton, City Attorney
City of Prosser

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 12-1409**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER
APPROVING AN EMERGENCY DISPATCH AGREEMENT FOR LAW
SERVICE WITH BENTON COUNTY EMERGENCY SERVICES, SOUTHEAST
COMMUNICATIONS CENTER DIVISION, AND THE CITY OF PROSSER.**

WHEREAS, the City of Prosser is committed to outsourcing dispatch services; and,

WHEREAS, the City of Prosser has concluded that Benton County Emergency Services, Southeast Communications Center Division, is the most qualified entity to provide such dispatch services;

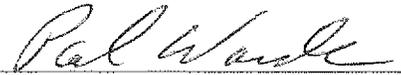
NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that:

The City of Prosser approves the Emergency Dispatch Agreement for Law Service with Benton County Emergency Services, Southeast Communications Center Division, which agreement is hereby incorporated by reference;

BE IT FURTHER RESOLVED, by the City Council of the City of Prosser that:

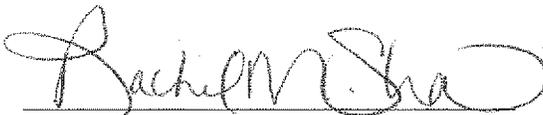
The Mayor is authorized to execute the Emergency Dispatch Agreement for Law Service on behalf of the City and he is further authorized to sign any other documents necessary to implement the Emergency Dispatch Agreement for Law Service.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 7th day of November, 2012.



Mayor, Paul Warden

ATTEST:



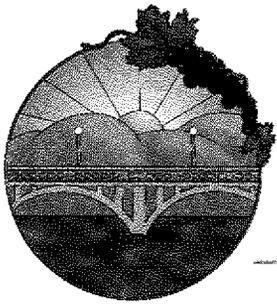
City Clerk, Rachel Shaw



APPROVED AS TO FORM:



City Attorney, Howard Saxton



City of Prosser

November 29, 2012

Chris Skinner, Director of Police Services
Benton County Emergency Services
651 Truman Road
Richland, WA 99352

RE: Emergency Dispatch Agreement for Law Service

Dear Chief Skinner:

At its regular meeting on November 27, 2012 the Prosser City Council adopted Resolution 12-1409 approving the Emergency Dispatch Agreement for Law Service between the City of Prosser and Benton County Emergency Services, Southeast Communications Center Division.

Enclosed please Resolution 12-1409 and 2 fully executed agreements signed by Mayor Paul Warden. The City has retained one original agreement for our files.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Rachel M. Shaw".

Rachel Shaw
City Clerk

Enclosures as stated