

UNION GAP CITY COUNCIL

SPECIAL MEETING AGENDA

MONDAY, DECEMBER 15, 2014 – 6:00 P.M.

102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

- II. CONSENT AGENDA:** There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion.

Resolution No. _____ - Police Communications Service with City of Yakima.

- III. ITEMS FROM THE AUDIENCE: - First Opportunity** -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record.

IV. GENERAL ITEMS

City Manager

City Attorney Discussion.

- V. ITEMS FROM THE AUDIENCE: - Final Opportunity** - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record.

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS



X. ADJOURN TO A 5-MINUTE PUBLIC CORPORATION ANNUAL MEETING

Please join us after the meeting for eggnog and cookies in celebration of the holiday season.



City Council Communication

Meeting Date: December 15, 2014
From: Rod Otterness, City Manager
Topic/Issue: City Attorney Discussion

SYNOPSIS: At the December 8, 2014 Regular Council Meeting the Council directed staff to contact the two City Attorney finalists and ask them for follow-up information which will be available at the meeting.

RECOMMENDATION: Discuss the City Attorney information.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

- October 14, 2014 - Request for Qualifications (RFQ) were issued for a contracted City Attorney.
- Five responses were received of which one had a conflict and one withdrew.
- December 1, 2014 - Discussion about the RFQs at the Finance and Administration Committee meeting. Council decided to invite two of the remaining firms to the December 8th Council meeting to be interviewed.
- December 8, 2014 - . Katherine Kenison of Lemargie, Kenison, and Whitaker; and Bronson Brown of Bell, Brown, and Rio were interviewed. After discussion the Council directed staff to contact the two finalists for more information about their fee schedules.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

CONSENT AGENDA



City Council Communication

Meeting Date: December 15, 2014

From: Gregory Cobb, Acting Public Safety Director

Topic / Issue: Police Communications Service with City of Yakima

SYNOPSIS: The Police Department uses the City of Yakima for dispatching services. The two year contract expires December 31, 2014. There is a 5% yearly increase in services that was accounted for in the approved 2015 budget.

RECOMMENDATION: Approve a Resolution Authorizing the City Manager to sign a two year contract with Yakima Public Safety Communications Center (Suncomm) for Police Dispatching Services.

LEGAL REVIEW: This a renewal of the existing contract.

FINANCIAL REVIEW: The increase for services was included in the 2015 Budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Police Communications Services Contract with the City of Yakima for 2015-2017.

WHEREAS, the City of Union Gap's Police Department is in need of dispatching services to provide response to emergency and non-emergency incidents;

WHEREAS, the City of Yakima is able to provide dispatching services to Union Gap so that Union Gap police can respond to incidents;

WHEREAS, the City is authorized under the Interlocal Cooperation Act, RCW 39.34, to contract with Yakima for the dispatching services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The City Manager is authorized to sign a Police Communications Services Contract with the City of Yakima.

PASSED this 15th day of December 2014.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

POLICE COMMUNICATIONS SERVICES CONTRACT

THIS POLICE COMMUNICATIONS SERVICES CONTRACT, (hereafter the "Contract") is made and entered into by and between the City of Yakima (hereinafter "Yakima") and the City of Union Gap (hereinafter the "User Agency").

WITNESSETH

WHEREAS, Yakima has the ability to provide dispatching services to the User Agency for the handling and processing of emergency and non-emergency incidents and traffic stops;

WHEREAS, Yakima and the User Agency, desire to enter into a contract for such services;

NOW, THEREFORE, pursuant to RCW 39.34 and the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Yakima and the User Agency as follows:

1. **SunComm 9-1-1 Communications Center.** Yakima shall continue to operate a central facility to be known as the SunComm 9-1-1 Communications Center and shall use the same for the purpose of receiving police incidents from the area served by the User Agency, and shall dispatch police units in answer to any such emergency incidents, shall monitor the activity of the User Agency's police units for traffic stops and for other related business.
2. **Authority of Dispatch Center.** 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.
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 operating all telephone lines

terminating at the SunComm 9-1-1 Communications Center, and including the maintenance of equipment located within the SunComm 9-1-1 Communications Center shall be borne by Yakima.

4. **Policies and Procedures.** Yakima and the User Agency shall jointly develop policies and procedures for processing the User Agency's activities. While some custom policies and/or procedures will be accommodated, due consideration shall be made to standardization whenever possible.
5. **After Hours, Non-Emergency Call Handling.** The SunComm 9-1-1 Communications Center shall provide a telephone number for the User Agency to transfer their non-emergency, main business telephone number to for coverage after the User Agency's business hours. Normally this shall be from 1700 hours to 0800 daily, weekends and federally observed holidays. The Communications Center shall process the dispatch-able calls received and shall advise callers with non-emergency business inquiries to call back during the User Agency's normal operating hours.
6. **Warrants, Stolen Vehicles, Runaways, NOC's.** The SunComm 9-1-1 Communications Center shall maintain the User Agency's law enforcement records. The Communications Center shall work with the User Agency, following established policies and procedures, for processing these records outside of the User Agency's business hours.
7. **Definitions.** An incident to be charged for under the terms of this Contract is defined as follows:
 1. **An incident is defined as:** A call requiring the dispatch of police unit(s) from the User Agency. Any number of vehicles from the User Agency may answer any such incident. All communications dealing with such incident shall be deemed as one (1) incident.
 2. **An Officer Initiated Event is defined as:** A User Agency police unit informs dispatch they are taking an action that requires a dispatch record. This excludes such non-emergency activity such

as; taking lunch, out at station, out with a citizen that does not create any additional actions by dispatch. Actions that require wants/warrant checks, case numbers, etc. do qualify as an Officer Initiated event and is billable.

3. **Traffic Stop is defined as:** An officer initiating an incident that strictly involves stopping a vehicle for a traffic violation.

8. **Term of Contract.** This Contract is for a term of two (2) calendar years commencing January 1, 2015 and terminating at midnight on December 31, 2017.

9. **Cost of Service.** Yakima shall maintain a record of all the User Agency's incidents, including traffic stops and officer initiated events and Yakima shall charge the User Agency for each incident as stated herein. The base cost per alarm call for the contract period shall be the cost per alarm determined by the number of alarm calls from the proceeding calendar year beginning 2013. Cost of ten dollars and eighty-six cents (\$10.86) for dispatch or officer initiated incidents other than traffic stops. The base cost for traffic stops in calendar year 2013 shall be five dollars and forty-four cents (\$5.44).

The cost per alarm call for each subsequent year of the contract shall be increased effective January 1 of each year for the contract term to an amount equal to the previous calendar year cost per dispatch, officer initiated event and traffic stops plus the previous year's cost per call multiplied by five percent (5%).

To accommodate the User Agency's budget cycle Yakima shall provide, in writing, by August of each year governed by this contract, the cost for dispatch services for the next budget year. The numbers will be based on the proceeding year's incidents and traffic stops handled by Yakima for the User Agency, multiplied by the cost per run rate applicable for the respective year.

10. **Quarterly Payments.** The User Agency shall be billed the first of each calendar quarter for dispatch services during that calendar year.

The User Agency shall pay for each quarter's billing for services within thirty (30) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington.

8. **Early Termination of Contract.** Any party hereto may terminate this Contract, with or without cause, by providing sixty (60) days written notice of termination to each of the parties to this Contract.

9. **Liability of Yakima.** Yakima shall not be liable to the User 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 Contract.

10. **Indemnification/Promise Not to Sue**
 1. The User 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 User Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Contract.

 2. In the event that the officials, officers, agents, and/or employees of both Yakima and the User Agency 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).

3. 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 Contract, Yakima shall not discriminate on the basis of race, age, color, sex, 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.
12. **No Insurance.** It is understood Yakima does not maintain liability insurance for the User Agency and/or their employees.
13. **Assignment.** This Contract, 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 the User Agency stated herein.
14. **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.

15. **Integration.** This written document constitutes the entire agreement between Yakima and the User Agency. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by all parties.

16. **Representations & Warranties**
 1. The User Agency acknowledges that it has not been induced to enter into this Contract 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 Contract.

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

18. **Venue.** The venue for any action to enforce or interrupt this Contract shall lie in the Superior Court of Washington for Yakima County Washington.

19. **Signature.** The person executing this Contract on behalf of the User Agency represents and warrants that he or she has been fully authorized by the governing body of the User Agency to execute this Contract on its behalf and to legally bind the User Agency to all the terms, performances and provisions of this Contract.

A copy of this Agreement shall be recorded with the Yakima County Auditor.

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

CITY OF YAKIMA

CITY OF UNION GAP

Tony O'Rourke,
City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

City Clerk

Contract No. _____

Contract No. _____