

Introduced by: Mayor John Eberhart  
Introduced: November 24, 2014

**RESOLUTION NO. 4650**

**A RESOLUTION AUTHORIZING THE FAIRBANKS EMERGENCY  
COMMUNICATIONS CENTER TO ENTER A DISPATCH SERVICES  
AGREEMENT WITH THE UNIVERSITY FIRE DEPARTMENT**

**WHEREAS**, the City of Fairbanks operates a regional emergency 9-1-1 call taking and dispatch center, to wit: the Fairbanks Emergency Communications Center.

**WHEREAS**, the Fairbanks Emergency Communications Center currently provides dispatching services for two police agencies and eight fire / emergency medical service agencies and a hazardous materials team for response within the Cities of Fairbanks and North Pole and the Fairbanks North Star Borough.

**WHEREAS**, the University Fire Department desires to participate in the regional communications center to benefit from increased interoperability with other fire agencies within the Fairbanks North Star Borough.

**WHEREAS**, the participation of the University Fire Department in the regional communications center is a benefit to the citizens through reduced notification times through elimination of call transfer.

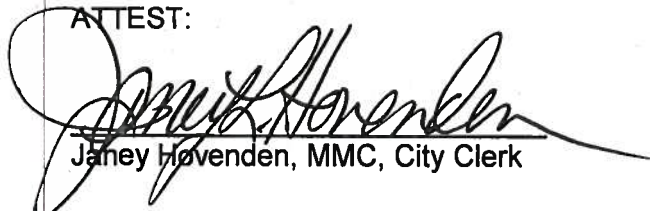
**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor is authorized to execute any and all documents required for an agreement with the University Fire Department for dispatch services to be provided by the Fairbanks Emergency Communications Center for the time period of December 1, 2014 through June 30, 2015.

**PASSED and APPROVED this 24th Day of November 2014**

  
\_\_\_\_\_  
John Eberhart, Mayor

AYES: Cleworth, Pruhs, Walley, Staley, Matherly, Gatewood  
NAYES: None  
ABSENT: None  
APPROVED: November 24, 2014

ATTEST:

  
\_\_\_\_\_  
Janey Havenden, MMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS  
FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 4650

Abbreviated Title: DISPATCH AGREEMENT WITH UNIVERSITY FIRE DEPARTMENT

Department(s): DISPATCH DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget?      Yes \_\_\_\_\_      No   x
- 2) additional support or maintenance costs?      Yes \_\_\_\_\_      No   x    
     If yes, what is the estimate?   see below
- 3) additional positions beyond the current adopted budget?      Yes \_\_\_\_\_      No   x    
     If yes, how many positions? \_\_\_\_\_  
     If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Contracts	Personnel	Total
Dispatch Services				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
University Fire Department		\$20,877		\$20,877
				\$0
				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$20,877</b>	<b>\$0</b>	<b>\$20,877</b>

Contractual revenue is determined by allocating projected dispatch costs to each participating agency based on the type and amount of service.

Reviewed by Finance Department:      Initial   mb        Date   11/19/2014

## **AGREEMENT FOR EMERGENCY DISPATCHING SERVICES**

**1.0 PURPOSE:** This Intergovernmental Agreement serves to establish a professional services Agreement between the City of Fairbanks (City) operating the Fairbanks Emergency Communications Center (FECC) and the University Fire Department (University) for the purpose of providing Emergency Dispatching Services for Emergency Medical Services (EMS) and fire response and contains the following objectives:

- 1.1 To promote the health, safety and general welfare of the citizens throughout the University Fire and EMS Service Areas. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing, dispatch and all emergency response communications.
- 1.2 To define deliverables to be provided by both parties.
- 1.3 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for fire and EMS response.

**2.0 DEFINITIONS:** As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

- 2.1 "Other Services" shall mean services related to emergency service or jurisdictional communications provision, such as administrative call-taking.
- 2.2 "E9-1-1" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response. The system provides Automatic Number Information (ANI) and Automatic Location Information (ALI) data delivered with 9-1-1 Calls
- 2.3 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.4 Call Taking – The act of answering 911 calls from the public and obtaining the information necessary to dispatch a public safety unit, such as fire, police, medical and rescue, to the reported location of the emergency.
- 2.5 Discretion – Any situation where the call taker believes an emergency situation may exist, an appropriate public safety response will be initiated. Communications personnel should pay close attention to background noise, tone and word choice of callers as additional evidence to assist with determination of the status of the 911 call.

- 2.6 Dispatching – The act of alerting and directing the response of public safety units to the desired location.
- 2.7 Emergency Protocols – A highly defined procedure, placed into a reference system. Designed to lead the call taker through a predictable, repeatable, verifiable process for a specific situation. Protocols also prompt the call taker to provide specific instructions to the caller to help them remain as safe as possible until the responders arrive. Common protocols used in the 911 call taking process would include Emergency Fire Dispatch, Emergency Medical Dispatch and Emergency Police Dispatch.

### **3.0 FACILITIES AND EQUIPMENT:**

- 3.1 The City provides FECC which includes the following facilities: (1) Dispatch area, (2) Dispatch Center Manager Office, (3) radio / recording / Computer Assisted Dispatch (CAD) / 9-1-1 technology equipment rooms, (4) storage for inventory, supplies and records, (5) locker room, (6) bathroom / shower facilities, (7) kitchen, (8) break room, (9) training area, and (10) multi-purpose classroom / conference room.
- 3.2 The City provides the labor to staff the FECC. The City will endeavor to staff the center in order to meet Insurance Services Office (ISO) call taking / dispatching standards. During the life of this Agreement, staffing levels will be as listed in 3.2.1. If extensions for additional time are added to the Agreement, staffing will be adjusted as mutually agreed to in writing.
  - 3.2.1 The current staffing levels through June 30, 2015:
    - 3.2.1.1 Dispatch Manager / Department Head - 1
    - 3.2.1.2 Administrative Call Takers – 1.5
    - 3.2.1.3 Shift Supervisors – 4
    - 3.2.1.4 Dispatchers – 12
- 3.3 The Fairbanks North Star Borough provides the 9-1-1 Equipment, networking components, telephone lines, workstation hardware, software, annual maintenance and Geographic Information System (GIS) support for the 9-1-1 system. The City maintains a 9-1-1 Call Taking Agreement for use of this equipment.
  - 3.3.1 Long Distance or other charges that are incurred at FECC in the performance of this Dispatch Services Agreement shall be paid by FECC.
- 3.4 The City currently employs the following Public Safety Software applications:
  - 3.4.1 SunGard Public Sector:

3.4.1.1 CAD system. The CAD system tracks all calls for service regardless of service type. The following interfaces are maintained for the CAD:

3.4.1.1.1 E9-1-1 Interface to CAD

3.4.1.1.2 Paging Interface to CAD – This system can in turn distribute messages to such third party vendors as Active 911 and I Am Responding.

3.4.1.1.3 Interface between CAD and Priority Dispatch ProQA emergency dispatch protocols for fire, medical and police disciplines.

3.4.1.1.4 Pictometry (oblique imaging) interface

3.4.1.1.5 CAD Interface to fire and EMS records management programs, such as ACS Firehouse and Imagetrend.

3.4.1.1.6 Rip and Run printer / Fax / E-mail interface.

3.4.1.2 Mobile Computer Terminals (MCT) solution is available for fire, EMS and law enforcement users. This solution is integrated with the Sungard Public Sector OneSolution CAD system. The University has chosen to participate in this program and annual maintenance licensing fees shall be calculated as part of the overall dispatch fee.

3.4.1.3 The City will ensure that annual maintenance contracts with the public safety software vendor are in place and up to date for City owned applications. The City will ensure that equipment and software are maintained in a good working order and software updates are applied as practical.

3.4.2 Digital Call Logging Recordings of all conventional radio channels, agency ALMR radio talk groups and 9-1-1 telephone calls are maintained for three (3) years. Agencies are able to request digital copies of their recordings upon request and any fees for the recordings are covered in the base dispatch fee.

3.5 The City currently maintains a Motorola Solutions 7500 IP Dispatch radio system that utilizes both conventional radio assets and Alaska Land Mobile Radio (ALMR) digital trunked resources.

3.5.1 There are a total of ten (10) operator positions on this system.

3.5.1.1 Eight (8) operator positions and common control equipment located at FECC at 911 Cushman Street.

3.5.1.2 Two (2) operator positions located at the Fairbanks North Star Borough Emergency Operations Center at 800 William C. Leary Lane.

3.5.2 There are two (2) channels of digital instant recall recording available.

3.5.3 The City maintains an annual maintenance Agreement with Motorola Solutions for the radio consoles.

3.5.4 The system also has one (1) back up mobile radio which serves as an emergency back-up radio at each operator position at FECC.

3.6 The City will be updating and installing a new Fire Station Alerting system in calendar year 2015. The bulk of this project is grant funded from a Department of Homeland Security award to the City for purposes of upgrade and installation into the ten existing fire station alerting equipped stations and the addition of the two University fire stations onto the system. The vendor will be identified through a Request for Proposal (RFP) process. A representative from the University will be an evaluator of the RFP responses.

3.7 The City provides both uninterrupted power supply (UPS) and backup generator power in order for FECC to continue to operate during power loss . The City of Fairbanks Public Works Department is responsible for performing the ongoing maintenance, testing and maintaining testing records of the systems. The testing schedule is set forth in National Fire Protection Association (NFPA) 1221 and 110 standards.

#### **4.0 PERFORMANCE STANDARDS:** FECC will meet the following standards:

4.1 FECC will endeavor to comply with the latest version of NFPA 1221, Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems wherever practical.

4.2 Dispatching Services – Upon receipt of requests for either emergency or non-emergency assistance for fire and / or EMS response, FECC shall dispatch and track responding units for records keeping purposes In addition, FECC shall acknowledge and time-stamp radio status reports (e.g., available, in-quarters, etc.) and incident benchmarks (utilities secure, fire under control, loss stopped, etc.).

- 4.3 Quality Assurance Program for Emergency Protocol Use – University and other local agencies have implemented departmental response plans based on the use of Priority Dispatch Emergency Fire Dispatch (EFD) and Emergency Medical Dispatch (EMD) protocols determinants. The City agrees to ensure that FECC staff will continue to use a quality assurance (QA) program for compliance with the protocols as recommended by Priority Dispatch and the International Academies of Emergency Dispatch. The QA program is staffed by a team of trained dispatchers for the purpose of evaluation of adherence to protocols and customer service. This contract provision is not intended to prevent FECC from implementing protocols that deviate from EFD or EMD protocols.
- 4.4 Alaska Public Safety Information Network (APSIN) records – FECC shall provide copies of State of Alaska motor vehicle records for vehicles directly involved in calls for service. (E.g., License plate information for a vehicle involved in a vehicle fire.)
- 4.4.1 Changes in APSIN regulations on record dissemination will supersede this Agreement language.
- 4.4.2 FECC Dispatchers are not authorized to release person information or out of state vehicle information as set forth in APSIN and National Law Enforcement Telecommunications System (NLETS) dissemination guidelines.
- 4.5 Outgoing Telephone Call Requests – FECC shall make outgoing phone calls on behalf of University employees as requested. Examples of the types of telephone calls to be made are requests for tow trucks, requests to contact building owners or key holders, requests for non-emergency resources such as Red Cross, etc.
- 4.6 Paging Software – FECC will maintain paging software that can be programmed to initiate an alphanumeric text page for specific incident types, (e.g., Any fire or EMS event to generate a text page to University Fire personnel). Upon request, additional pages can be requested to be sent to University personnel, e.g., page for additional staffing for a working structure fire.
- 4.6.1 The City is only ensuring that the annual maintenance of the software is up to date and that the software is installed and functioning. Upon “leaving” the City network, the City has no control over the speed of message delivery by a third party vendor such as AT&T, ACS, GCI, Verizon or other provider.
- 4.7 Information Technology (IT) Services:
- 4.7.1 Each party is responsible for acquiring its own hardware solutions.



- 4.7.2 Should additional user licenses for software be required, the cost of those licenses shall be borne by the participant causing the cost.
- 4.7.3 The City IT department will work on connectivity of University hardware to the City network and ensure that the hardware has the capability to log into the software. Once the ability to log into the software is ensured, software issues will be handled by the appropriate University user.
- 4.7.4 During the duration of this Agreement, if additional methods of connectivity are identified to maintain operational necessity, the City and University will identify the most cost efficient manner to accomplish connectivity. Costs to complete, or ongoing recurring costs, shall be covered in a separate addendum to this Agreement or as a standalone Agreement between the City and the University.
- 4.8 FECC shall provide the incident commander of all structural fire incidents with reports of elapsed time-on-scene at emergency incidents in 10-minute intervals until terminated by the incident commander, in accordance with NFPA 1561 Standard on Emergency Services Incident Management System.
- 4.9 FECC shall utilize standard terminology and clear text only in accordance with NFPA 1561 Standard on Emergency Services Incident Management System.
- 4.10 Except in extraordinary circumstances, FECC shall assign no more than one working incident per tactical channel.
- 4.11 FECC shall notify University Police Dispatch of all incidents occurring on UAF campus.

## **5.0 OWNERSHIP OF RECORDS:**

- 5.1 The City owns the following records. Copies of the data will be made to the University upon request.
  - 5.1.1 Digital Call Logging Recordings of all 9-1-1 calls, radio traffic and non-emergency telephone traffic.
  - 5.1.2 CAD data to include all CAD interfaces.
  - 5.1.3 MCT Message Switch data.
- 5.2 University owns the following records:



5.2.1 Fire and EMS records management data.

6.0 **TRAINING** – The City agrees to train staff members in the following manner.

6.1 All FECC employees will be trained and certified in the use of the following Priority Dispatch protocols: Emergency Fire Dispatch (EFD), Emergency Medical Dispatch (EMD) and Emergency Police Dispatch (EPD) within one (1) year of beginning employment.

6.2 FECC will ensure that employees receive Continuing Dispatch Education (CDE) sufficient to recertify through the International Academies of Emergency Dispatch (IAED) biannually on the protocols listed in section 4.3 of this Agreement.

6.3 FECC will endeavor to meet the latest edition of NFPA 1061 Standard for Professional Qualifications for Public Safety Telecommunicator as much as practical.

6.4 FECC will ensure that employees receive approved National Incident Management System (NIMS) for the following courses:

6.4.1 IS-100: Introduction to Incident Command System

6.4.2 IS-700: An Introduction to National Incident Management System (NIMS)

6.5 Each participant is responsible for training of their personnel on the software solutions used by that agency.

6.6 FECC will permit employees of the University Fire Department to sit in and observe dispatch operations for prescheduled shifts of up to eight hours.

7.0 **USER GROUPS:** Two User Groups will be established for the purpose of providing the opportunity for all user agencies to have input into the operations of FECC. There will be a Law Enforcement User Group and a separate Fire / EMS / Rescue / Emergency Management User Group. Membership in each group will include the Chief / Director (or designee) of each agency which utilizes FECC services. These groups will meet at least quarterly to provide input for dispatching guidelines and operating procedures.

7.1 User Group recommendations relative to service levels, staffing levels, performance standards, operational procedures and protocols or systems shall be made to the FECC Dispatch Center Manager no later than September 1 of each year in order to be considered for implementation in the next budget year planning.

**8.0 DISPATCH CENTER MANAGER:** The FECC will be managed, operated and supervised by a Dispatch Center Manager, who is a City of Fairbanks employee subject to the City's personnel policies and other employee regulations.

**8.1 Responsibility and Authority of the Center Manager:**

8.1.1 The Dispatch Center Manager shall be the administrative head of the FECC and will be responsible for handling administration and personnel matters within the framework of the City of Fairbanks General Code, regulations and personnel policies.

8.1.2 The Dispatch Center Manager will prepare a proposed budget for City of Fairbanks mayoral approval no later than September 30 of each year for inclusion with the City of Fairbanks budget beginning January 1 of the following year.

8.1.2.1 A copy of the budget as recommended by the Mayor will be provided to University on November 1 of each year or as soon as possible. The finalized budget as approved by the City Council will be provided to participants no later than December 31 of each year. The City will publish the budget on the City of Fairbanks website each year.

8.1.3 The Dispatch Center Manager will be responsible for managing FECC within the approved annual budget.

8.1.4 The Dispatch Center Manager will be responsible for all activities of FECC, including but not limited to oversight of call-taking, dispatching, records (custodian), recording, staffing, training and security.

8.1.5 The Dispatch Center Manager shall establish and utilize performance standards for employees. The Dispatch Center Manager shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

8.1.6 The Dispatch Center Manager shall review and evaluate requests from the User Groups for changes to service levels, performance standards, and / or operational procedures. For any requests that will generate a potential cost for change, the Dispatch Center Manager will prepare a proposal to include, at a minimum, implementation costs, benefits and liabilities, and will provide recommendations of whether to incorporate the requested changes. Such reports and recommendations will be

forwarded to the User Groups and the agency requesting the change for final decision on implementation.

- 8.1.7 The Dispatch Center Manager participates in the User Group meetings. Should it be necessary for the Dispatch Center Manager to miss a meeting, he/she will have a designee present.
- 8.1.8 The Dispatch Center Manager will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated in three (3) year intervals.

## 9.0 FUNDING:

- 9.1 Existing funding comes from Dispatch User Agreements and the City / Borough 9-1-1 Call Taking Agreement: FECC collects user fees from participants.
- 9.2 Grant Funding: Applicable grants will be sought in order to assist in funding FECC and help offset costs to participants.

**10.0 ADMISSION OF NEW JURISDICTIONS:** Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the City and the users, with terms and conditions as agreed upon.

**11.0 WORKLOAD ANALYSIS:** In the event this Agreement is extended beyond June 30, 2015, the participants agree to have a workload analysis of FECC completed within year two (2) of the extension of this Agreement (i.e., before June 30, 2017). The cost of that time study and future time studies shall be allocated to the User Groups, including the University, in accordance with the allocation schedule from the prior workload analysis. The University will not be allocated a share of the cost for the time study scheduled to be performed by February 2015.

**12.0 DURATION OF AGREEMENT:** The initial duration of this Agreement shall start with the date of the last signature below and run through June 30, 2015. Following the FECC workload analysis scheduled to occur in first quarter 2015, a reevaluation of workload and associated costs will occur to determine whether billing amounts should be changed for periods after June 30, 2015. Once the process is complete, the parties may negotiate an extension.

**13.0 WITHDRAWAL:** In the event that any party at any time desires to withdraw from the Agreement, said party must give two (2) months advance written notice to the other party. In such event, the compensation for the relevant period will be pro-rated based on the date the withdrawal becomes effective.

**14.0 COMPENSATION:** The University will be invoiced \$20,877 for the period December 1, 2014 through June 30, 2015.

14.1 This cost is based on the FECC direct costs, agency specific costs (University share of Freedom application mobile support costs) and an estimate of workload based upon provided call for service data, making the annual University share \$35,789. The \$20,877 reflects seven months of the yearly total.

**15.0 BILLING:** The University will pay by December 31, 2014, the amount due for the initial period through June 30, 2015. If the Agreement is extended for additional time, following the initial period, the City will issue invoices no later than August 31 of each year for the service period July 1 of that year to June 30 of the following year.

**16.0 MEDIATION AND ARBITRATION:** Any controversy between the parties with regard to the application or interpretation of this Agreement shall be submitted to a mediator mutually agreed upon by each party. Upon failure of mediation, each party reserves all rights and remedies otherwise available under Alaska law through the use of a mutually agreed upon arbitrator following an arbitration process as set forth by the American Arbitration Association, the outcome of which shall be binding on both parties.

**17.0 INDEMNIFICATION AND HOLD HARMLESS:** Subject to a specific appropriation by the City Council for this purpose, the City agrees to indemnify and defend University against any claim arising from any wrongful act or negligence of the City. The City has no duty to defend or indemnify University against any claim or action alleging, arising from, or based on a wrongful or negligent act by University. The duty of the City to indemnify and defend University extends to:

1. claims for death, or for damage to persons or property,
2. claims for economic loss, and
3. claims for costs, expenses, and attorney's fees.

The parties to this Agreement recognize and agree that the City has no appropriation currently available to it to indemnify University under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the City.

Subject to a specific appropriation by the Alaska Legislature for this purpose, University agrees to indemnify the City against any claim arising from any wrongful act or negligence of University. University has no duty to defend or indemnify the City against any claim or action alleging any wrongful or negligent act by the City. The duty of University to indemnify and defend the City extends to:

1. claims for death, or for damage to persons or property

2. claims for economic loss and
3. claims for costs, expenses, and attorney's fees.

The parties to this Agreement recognize and agree that University has no appropriation currently available to it to indemnify the City under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Alaska Legislature and the Alaska Legislature's failure to make such an appropriation creates no further liability or obligation of University.

The obligation to indemnify for acts occurring during the term of this Agreement shall be continuing in nature and extend beyond the term of this Agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

Nothing in this Agreement shall be construed as a waiver of immunity granted to the parties under law.

**18.0 SEVERABILITY:** Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending part shall be void and of no effect, and shall not render any other part herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

**19.0 EXECUTION:** This Agreement or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

**20.0 SIGNATURES:** Each party to this Agreement shall sign a signature page to constitute valid execution.

**21.0 ENTIRE AGREEMENT:** This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

University Fire Department:

Date: \_\_\_\_\_

\_\_\_\_\_  
Pat Pitney, Vice Chancellor ASD

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Schrage, Fire Chief

City of Fairbanks:

Date: \_\_\_\_\_

\_\_\_\_\_  
John Eberhart, Mayor

Attest:

\_\_\_\_\_  
Janey Hovenden, MMC - City Clerk