

CONSOLIDATED DISPATCH CONTRACT

THIS CONSOLIDATED DISPATCH CONTRACT (this "Contract") is made and entered into effective July 1, 2010 (the "Effective Date"), by and between the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY (the "Board"), and the GOVERNING BODY OF THE CITY OF MANASSAS PARK (the "Governing Body").

R-1. The Board and the Governing Body (together, the "Parties"; individually, a "Party") have previously entered into that certain Mutual Fire Fighting and Rescue Assistance Agreement, dated April 22, 1994 (the "Mutual Assistance Agreement"), whereby the Parties, together with the City Council of the City of Manassas, agreed to provide mutual assistance for the purpose of providing fire, rescue and emergency medical services to the citizens of the Region (as defined therein), which Region encompasses Prince William County (the "County"), the City of Manassas Park (the "City") and the City of Manassas.

R-2. Since entering into the Mutual Assistance Agreement, the fire departments of the respective jurisdictions have effectively coordinated the fire, rescue and emergency medical services throughout the Region. However, dispatching emergency calls for the jurisdictions requires duplication of effort and results in response delays due to the transfer of calls to the appropriate jurisdiction's dispatch center.

R-3. Following the presentation of a report to the Board, the Governing Body and the Manassas City Council entitled "Consolidated Regional Fire and Rescue Public Safety Communications Dispatching System" and dated March 11, 2010, the fire chiefs for the County and the City recommended that the Board and the Governing Body consolidate the County's and the City's fire, rescue and emergency medical dispatch services in order to provide more rapid responses to fire, rescue and medical emergencies and to provide economies of scale and thereby reduce the cost of providing such dispatch services to the citizens of the two jurisdictions.

R-4. The Board and the Governing Body have determined that it is in the best interests of the citizens of both the County and the City for the fire, rescue and emergency medical dispatch services of the County and the City to be consolidated.

NOW, THEREFORE, for and in consideration of the foregoing recitals, each of which is hereby incorporated into this Contract as if set forth herein in its entirety, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Consolidation of Dispatch Services. The County will process all requests for fire, rescue and emergency medical services and other related service requests, including notification of and maintaining communications with dispatched units via electronic means (collectively, the "Dispatch Services"), within the County and the City. The County and the City will support the County's provision of the Dispatch Services for both the County and the City as follows:

a. To the extent that funding is available, budgeted and appropriated by the Board, the County will staff the position of uniformed fire officer twenty-four (24) hours a day, seven (7) days a week during each Term (as defined in section 2 below). The purpose of the on-duty uniformed fire officer will be to anticipate the needs of on-scene commanders and assist

dispatchers with the efficient dispatch of fire-fighting assets from the County and the City. In no case will the on-duty uniformed fire officer have any supervisory authority or control over the on-scene commander, firefighters or the method used to fight any fire.

b. The City will provide funding to the County (the "City Cost"), consistent with the terms of this Contract, for the monetary equivalent of 1.3 full-time equivalent ("FTE") positions to provide additional staffing of dispatchers in the County's Public Safety Communications Center (the "Center"). The City Cost will be paid by the City to the County to cover the cost of salary, benefits and training materials. For the fiscal year beginning on July 1, 2010 the City Cost will be _____; for the fiscal year beginning on July 1, 2011, the City Cost will be _____. Commencing with the fiscal year beginning on July 1, 2012, the City Cost shall be recalculated by mutual agreement between the Parties and this Contract amended in writing by the Parties to reflect the new City Cost, such recalculation and amendment to occur no later than March 1 prior to each new fiscal year unless otherwise mutually agreed upon by the Parties.

c. Notwithstanding anything to the contrary in subsection 1b above, the City Cost for the first fiscal year will reduced by the daily value of the first fiscal year's City Cost (determined by dividing that City Cost by 365) for each day in which the County's provision of the Dispatch Services has not been implemented following the Effective Date. Furthermore, in the event that this Contract is terminated by either Party pursuant to the provisions of section 12 below, the final quarterly payment of the City Cost by the City to the County will be reduced by the daily amount of the City Cost for the then-current fiscal year for each day remaining in the then-current fiscal quarter in which the Dispatch Services are not provided by the County.

d. As a result of the County's provision of the Dispatch Services as contemplated by this Contract, the City will no longer require the services of two of its dispatchers (together, the "City Dispatchers"). The County will accept the City Dispatchers for full-time employment in the Center under the following conditions:

1) The City Dispatchers must pass all the County's employment application requirements, which include taking a polygraph test, prior to being considered for employment as dispatchers in the Center.

2) Once they have passed the County's employment application requirements, the City Dispatchers will be placed at the top of the list for employment as dispatchers in the Center, and will considered first for any available position.

3) The City Dispatchers, if hired, will be placed in a probationary status in accordance with County policies for new employees, and will be subject the same policies, procedures and other requirements and restrictions as all County Employees.

4) The City Dispatchers will not be guaranteed any salary by the County prior to their employment; rather they will be paid in accordance with County policies in the same manner as other dispatchers in the Center.

2. Term. The initial term of this Contract (the "Initial Term") shall be for a period of five (5) years, commencing on the Effective Date. This Contract shall thereafter automatically

renew for additional terms of five (5) years each (each an “Additional Term”; the Initial Term and each Additional Term hereinafter referred to as a “Term”) unless either the Board or the Governing Body provides written notice, no later than ninety (90) days prior to the expiration of the then-current Term, to the other Party of its intent not to renew this Contract.

3. Payment. The City will pay the City Cost to the County for each fiscal year in four (4) equal quarterly payments. Each quarterly payment will be due within thirty (30) days following notification by the County of the amount due to the County by the City, consistent with other Manassas Park service agreements and contracts.

4. Emergency Calls. All calls for fire, rescue and emergency medical services and other related service requests that are received by the City’s dispatch center shall be promptly forwarded to the Center for dispatch of appropriate units and equipment. In the event that such calls are forwarded by the City’s dispatch center to the Center, the City’s dispatcher will remain on the line to gather information for the dispatch of police units and equipment as needed. The City’s dispatch center will be solely responsible for the dispatch of City police units and equipment.

5. Radio Frequencies. Radio communications between and among the Center and dispatched units responding to fire, rescue and emergency medical services and other related service requests will normally be conducted on the County “5” series zone and talk groups, unless additional talk groups become necessary based upon operational needs. The need for additional zone and talk groups will be determined by the County after consultation with the City. The City will be responsible for ensuring that its subscriber radios are compatible with the County’s radio system. The County will notify the City as soon as practical of any significant changes in its radio system due to regulation changes, system enhancements, or interoperability capabilities.

6. Mobile Data Computers. The County and the City will each be responsible for the purchase and maintenance of the mobile data computers to serve their respective fire, rescue and emergency medical units. The County will be responsible for network availability and maintenance. All equipment must be compatible with the County’s CAD system.

7. Station Alerts. The City will be responsible for the purchase and maintenance of the station alert components of the internal station notification system. The County will be responsible for network availability.

8. Geographic Information System. The City will provide an annual update of its Geographic Information System data file (the “GIS Data File”) to the County no later than the beginning of each new fiscal year. Notwithstanding the preceding sentence, no update will be required if there are no changes to the GIS Data File provided for the previous year; rather, the City will provide written notice to the County of the same no later than the beginning of the new fiscal year.

9. Administration.

a. Oversight Board. An oversight board will be created that will be composed of the fire chief, or his/her designee, of any jurisdiction participating in the

consolidated fire, rescue and emergency medical dispatch services described in this Contract. The oversight board will meet quarterly, if needed, to address policies, procedures and protocols relating to the subject of this Contract and to assess the efficiency and reliability of the Dispatch Services. The oversight board will not establish policies, procedures or protocols for the Center but will make recommendations to the Center for consideration and implementation. Cancellation of a scheduled meeting will require the unanimous consent of all members of the oversight board.

b. Working Group. A working group composed of representatives of the participating jurisdictions will meet monthly for the first three months of the first Term, and thereafter quarterly, if needed, to discuss the implementation and operational maintenance of policies, procedures and protocols for the Dispatch Services. Where the intent of a policy, procedure or protocol is unclear to the working group, it shall convey its concerns to the oversight board described in subsection 9a above. Cancellation of a scheduled meeting will require the unanimous consent of the scheduled participants.

10. Policies and Procedures. The County's Public Safety Communications policies, procedures and protocols will be followed by all employees in the Center.

11. Mutual Aid/Assistance Agreements. Nothing in this Contract shall be construed to in any way amend, alter, modify or in any other way impact the Mutual Assistance Agreement or any other mutual aid/assistance agreement to which either the County or the City are parties or any other rules, regulations, or practices regarding multi-jurisdictional operational incident response.

12. Termination. This Contract may be terminated by either Party by providing no less than ninety (90) days' prior written notice to the Board's Chairman or the Mayor, as appropriate.

13. Modifications. All modifications, amendments and/or changes to this Contract shall be in writing and signed on behalf of both Parties.

14. Miscellaneous. Headings and captions are provided in this Contract for ease of reference only and shall not be used to construe or interpret any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed, intending to be bound thereby.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

County Attorney

GOVERNING BODY OF THE
CITY OF MANASSAS PARK

By: _____
Francis C. Jones, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney