

CONTRACT FOR DISPATCH SERVICES COOS COUNTY SHERIFF'S DEPARTMENT

This Contract is entered into on the date last set forth below by and between the Coos County Sheriff's Office and Coos County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and hereinafter called "COUNTY" and **Charleston** Rural Fire Protection District hereinafter called "DEPARTMENT", which parties do hereby agree as follows:

SECTION 1. SCOPE OF WORK AND COMPENSATION; SPECIAL PROVISIONS

The scope of the work and compensation are attached as Exhibit A and incorporated into this Contract herein. Statutory provisions, if any, are attached as Exhibit B and incorporated into this Contract herein. Special Provisions are attached as Exhibit C and incorporated into this Contract herein.

SECTION 2. NOTICE

A. The designated COUNTY representative for administration of this Contract is **Gabriel Fabrizio**, Coos County Sheriff and/or Administrative Services **Captain Jason Patterson**, with a mailing address of Coos County Courthouse, 250 Baxter St., Coquille, OR 97423.

B. The designated DEPARTMENT representative for administration of this Contract is:

Name: Michael Sweddon, Title: Fire Chief
Mailing Address: 92342 Cape Arago Hwy, Coos Bay, OR 97420, Phone Number: 541-435-7071

SECTION 3. INDEMNIFICATION

Each party hereto agrees to be liable for its own conduct and for the conduct of its officers, agents, and employees. Each of the parties agrees to indemnify the other from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, agents or employees under this Agreement, subject to the limits of the Oregon Tort Claims Act. This Section 3 shall survive the termination or revocation of this Agreement regardless of cause.

SECTION 4. AMENDMENT

Any amendments to this Contract must be in writing and signed by both parties.

SECTION 5. INTEGRATION AND WAIVER

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of COUNTY to enforce any provision of this Contract will not constitute a waiver by COUNTY of that or any other provision.

SECTION 6. TERMINATION

A. This Contract may be terminated by either party at any time for any reason upon written notice. The termination shall be effective one hundred and eighty (180) calendar days after the non-terminating party has received such notice.

B. Either party may terminate this Contract, in whole or in part, by written notice, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

1. Upon the failure of either party to substantially perform its duties under this Contract; or
2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or either party is prohibited from paying for such work from the planned funding source;

SECTION 7. SEVERABILITY

If any portion of this Contract is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Contract and the remaining provisions will remain enforceable and full effect.

SECTION 8. CHOICE OF LAW

This Contract will be governed by and construed in accordance with the laws of the State of Oregon.

SECTION 9. FORUM

If either party brings against the other party any proceeding arising out of or in relation to this Contract, that party must bring that proceeding only in Coos County Circuit Court or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

District of Charleston

SHERIFF OF COOS COUNTY, OREGON

Signature

Michael Smeddon

Name (Printed)

Fire chief

Title

92342 Cyp Arago

Address

Coos Bay OR 97400

City, State and Zip

541-435-7071

Telephone

Date

Signature

Name (Printed)

Coos County Sheriff's Office
250 N. Baxter St.
Coquille, OR 97423
(541) 396-2106

Date

BOARD OF COMMISSIONERS OF
COOS COUNTY, OREGON

Chair

Commissioner

Commissioner

Coos County Courthouse
Coquille, OR 97423
(541) 396-7535

Date

EXHIBIT A
SCOPE OF WORK & COMPENSATION

SECTION 1. **SCOPE OF WORK**

Parties hereby agree as follows:

A. COUNTY hereby agrees to:

1. Maintain a twenty-four (24) hour 9-1-1 Communication Center that is capable of providing dispatch for emergency services, and provide such services to DEPARTMENT;
2. "Dispatch services", shall include, but not necessarily be limited to:
 - i. 9-1-1 call answering;
 - ii. Twenty-four (24) hour number for non-emergent fire reporting;
 - iii. Two-way radio communications support;
 - iv. Documentation of basic information relating to response in CAD;
 - v. Follow-up, research, callback, and verification;
 - vi. Coordination of response, as needed.
3. Maintain minimum staffing levels of at least two (2) communication specialists at all times, with additional staffing support provided during times of known high activity (i.e., holidays, fair, festivals, etc);
4. Maintain audio recordings of all phones and simulcast radio system for a minimum of seven (7) months and make available to DEPARTMENT upon request;
5. Log all calls for service in Computer Aided Dispatch CAD and store in CAD/Records Management System RMS;
6. Log all unit activity in CAD;
7. Provide notification of authorized tow truck towing and maintain records of all notifications in CAD/RMS;
8. Provide notification to other parties as needed. Other parties may include, but are not limited to: parole and probation officers, other law enforcement and fire agencies, deputy medical examiner, funeral director and basic public works;
9. Maintain "Master Street Address Guide," and 9-1-1 mapping data;
10. Provide assistance with ISO reports and/or others, as needed;
11. Provide assistance with running sheets.

B. DEPARTMENT hereby agrees to:

1. Notify the Communication Center of any unanticipated absence that results in a lack of coverage for DEPARTMENT'S jurisdiction;
2. Inform Communication Center immediately in instances of shortages and inform Communication Center what agency to contact in the interim such as mutual aid agreements;
3. If for documentation in the records management system and demobilization members should check in with the Communication Center at the beginning and end of their shift (LEO)/or call for service;
4. Adhere to the following contact information to address problems, concerns or requests (See Section 2 "Contact Information"):

SECTION 2. **CONTACT INFORMATION**

For requests or concerns regarding operational matters, please contact the following Dispatch Supervisors:

Casie Stone: cstone@co.coos.or.us

For issues involving the administration of this Agreement and radio network, please contact the following person:

Captain Jason Patterson: jason.patterson@co.coos.or.us

SECTION 3. TERM OF CONTRACT

The term of this contract shall be for five (5) years commencing on July 1, 2024 and terminating on June 30, 2029, unless otherwise terminated pursuant to the terms hereof.

SECTION 4. COMPENSATION

In consideration of the mutual promises made herein, the DEPARTMENT agrees to pay COUNTY the amount of:

- a. From July 1, 2024 until June 30, 2029, the amount of **\$12,130.57**
 - i. The amount shall be paid as follows: Quarterly Payments - \$3,032.65 (4)
- b. Each year, until termination of this Contract, the yearly per call cost shall increase by 2% over the prior year's per call cost.
- c. An additional 2.5% will be assessed each year of this contract upon the base per call cost after the 2% annual increase has been calculated. This additional amount will be placed into a separate Sheriff's Office budget line to be used for radio maintenance and upgrades.
- d. The Parties agree that the base number of calls identified in the illustration below is an accurate representation of DEPARTMENT'S annual call volume for the previous calendar year. Each year COUNTY will gather the annual call volume for the previous year to be used in annual compensation calculations. **First year call volume based on 2022 calls due to change in CAD/RMS**

Year One (1) Cost Illustration

<u>FIRE</u>	<u>2022 NUMBER OF CALLS</u>	<u>Cost per Call</u>	<u>Calls * Cost per Call</u>	<u>Equipment Upgrade Fund * 2.5%</u>	<u>Total</u>
Charleston	1030	\$11.49	\$11,834.70	\$295.87	\$12,130.57

SECTION 5. ADDITIONAL SERVICES

Any additional services may be available upon written request, and, if mutually agreeable to both parties, shall be set forth in Exhibit C "Special Provisions."

EXHIBIT B
STATUTORY PROVISIONS

SECTION 1. COMPLIANCE WITH LAWS

Notwithstanding any other provisions in this Contract, DEPARTMENT shall comply with all applicable Federal, State, county, and municipal laws, regulations, and standards in performing work under this Contract.

SECTION 2. GENERAL PROVISIONS

As provided by ORS 279B.220, DEPARTMENT shall:

- A. Make payment promptly, as due, to all persons supplying to DEPARTMENT labor or material for the performance of the work provided for in this Contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from DEPARTMENT or subcontractor incurred in the performance of this Contract.
- C. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Remit to the COUNTY all required documentation for Federal and State tax purposes including but not limited to a recent W-9 form.

SECTION 3. HOURS OF EMPLOYMENT

A. As provided by ORS 279B.235, a person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- 1. For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
- 2. For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- 3. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

B. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

C. In the case of a contract for personal services as described in ORS 279A.055, persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

D. In the case of a contract for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of ten (10) hours in any one day or forty (40) hours in any one week.

SECTION 4. MEDICAL PAYMENTS

As provided by ORS 279B.230, DEPARTMENT shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of DEPARTMENT, of all sums that DEPARTMENT agrees to pay for the services and all moneys and sums DEPARTMENT collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

SECTION 5.

DISCRIMINATION

A. As provided by ORS 279A.110, DEPARTMENT may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

B. If DEPARTMENT violates (A), COUNTY may regard the violation as a breach of contract that permits:

1. Termination of this Contract; or
2. COUNTY may exercise any remedies for breach of contract that are reserved in this Contract.

EXHIBIT C
SPECIAL PROVISIONS

None applicable.