

**RENEWAL OF AGREEMENT FOR FIRE DEPARTMENT
COMMUNICATION DISPATCH SERVICES BETWEEN ADA COUNTY AND
THE CITY OF MERIDIAN FOR FISCAL YEAR 2021**

**THIS RENEWAL OF AGREEMENT FOR FIRE DEPARTMENT
COMMUNICATION DISPATCH SERVICES BETWEEN ADA COUNTY AND THE
CITY OF MERIDIAN FOR FISCAL YEAR 2021** (hereinafter referred to as “Agreement”),
by and between Ada County (hereinafter referred to as “County”) and the City of Meridian, by
and through the Meridian Fire Department (hereinafter referred to as “City” or “Meridian Fire”),
also collectively or individually referred to as “Party” or “Parties,” is entered into for the purpose
of establishing a fire communication dispatch service for City to be supplied by County and for
the payment of consideration by City to County for the provision of said service. It is further
understood that, operationally, County means the Ada County Sheriff’s Office (hereinafter
referred to as “ACSO”).

W I T N E S S E T H:

WHEREAS, County and City entered into Agreement No. 12695 on April 26, 2018 to
allow County to furnish radio and telephone dispatch communication services and facilities to
City; and

WHEREAS, Agreement No. 12695 provided that it could be renewed upon re-execution
by both Parties for successive one-year periods beginning October 1 through and including
September 30 of the following year; and

WHEREAS, County and City wish to renew Agreement No. 12695 for the term of
October 1, 2020 through September 30, 2021, under the same terms and conditions, except as
otherwise provided herein.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. By the execution of this Agreement, both Parties hereby agree that Agreement No. 12695 will be renewed for the term October 1, 2020 through September 30, 2021, and that all terms and conditions of Agreement No. 12695 are hereby incorporated, as if set forth in full, and shall remain in full force and effect unless otherwise provided herein.

2. In consideration of the foregoing and pursuant to this Agreement, City hereby agrees to pay to County the sum of One Hundred Eight Thousand, Nine Hundred Seventy One and 46/100 Dollars (\$108,971.46) for the services provided to City, paid in equal portions quarterly at the end of each quarter, to the ACSO, within thirty (30) days following receipt of invoice. Said total amount shall be invoiced by ACSO in time for City to issue final payment to the ACSO no later than September 30, 2021.

3. Appropriation. City's obligations under this Agreement to provide payment as described herein shall be subject to and dependent upon appropriations being made by the Meridian City Council for such purpose. The Meridian Fire Chief, in preparing Meridian Fire's Fiscal Year 2021 budget, shall include in the proposed budget amount noted herein, which will be duly considered by the Meridian City Council along with the other proposed expenditures for Fiscal Year 2021.

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IN WITNESS WHEREOF, the Parties hereto have subscribed their names on the following dates:

ADA COUNTY

Board of Ada County Commissioners

Kendra Kenyon, Commissioner

Diana Lachiondo, Commissioner

Patrick Malloy, Commissioner

Signed this ____ day of _____, 20__.

ATTEST:

Phil McGrane, Ada County Clerk

Ada County Sheriff's Office

Stephen Bartlett, Ada County Sheriff

Signed this ____ day of _____, 20__.

CITY OF MERIDIAN

Robert E. Simison, Mayor

Signed this ____ day of _____, 20__.

ATTEST:

Meridian City Clerk

Appendix A
Projected Costs of Services
Fire Contracts FY2021

[1 page attached]

FY 2021 Fire / EMS Dispatch Contract

12 Positions Billed					
Agency	2019 Runs	Percent of Total	Annual Amt	Qtr Amount	% inc vs FY20
Boise Fire	21,683	30.44%	\$ 303,822.57	\$ 75,955.64	6%
Whitney Fire	3,146	4.42%	\$ 44,081.81	\$ 11,020.45	185%
Meridian Fire	7,777	10.92%	\$ 108,971.46	\$ 27,242.86	10%
Eagle Fire	2,586	3.63%	\$ 36,235.08	\$ 9,058.77	8%
Kuna Fire	1,746	2.45%	\$ 24,464.98	\$ 6,116.25	9%
Star Fire	919	1.29%	\$ 12,877.04	\$ 3,219.26	7%
NACFR	2,054	2.88%	\$ 28,780.68	\$ 7,195.17	104%
EMS	31,320	43.97%	\$ 438,856.39	\$ 109,714.10	2%
Total	71,231	100.00%	\$ 998,090.02	249,522.50	9.9%
Cost per run	\$ 14.01				

AGREEMENT NO. 12695

**AGREEMENT FOR FIRE DEPARTMENT COMMUNICATION DISPATCH SERVICES
BETWEEN ADA COUNTY AND THE CITY OF MERIDIAN FOR FISCAL YEAR 2018**

THIS AGREEMENT FOR FIRE DEPARTMENT COMMUNICATION DISPATCH SERVICES BETWEEN ADA COUNTY AND THE CITY OF MERIDIAN FOR FISCAL YEAR 2018 (hereinafter referred to as "Agreement"), by and between Ada County (hereinafter referred to as "County") and the City of Meridian, by and through the Meridian Fire Department (hereinafter referred to as "City" or "Meridian Fire"), also collectively or individually referred to as "Party" or "Parties," is entered into for the purpose of establishing a fire communication dispatch service for City, to be supplied by County, and for the payment of consideration by City to County for the provision of said service. It is further understood that operationally, County means the Ada County Sheriff's Office (hereinafter referred to as "ACSO").

WITNESSETH:

WHEREAS, County and City desire to enter into an agreement whereby County will furnish radio and telephone dispatch communication services and facilities to City.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Contract Term and Renegotiation Option. By the execution of this Agreement, both Parties hereby agree that this Agreement will be in full force and effect from October 1, 2017 through September 30, 2018.

Both Parties hereby agree that this Agreement may be renewed upon re-execution by both Parties for successive one-year periods, beginning October 1 through and including September 30 of the following year. Should re-execution of this Agreement not be accomplished by the beginning of the next renewal period, this Agreement, and all terms and conditions

contained therein, shall be extended for consecutive one-month periods until a new agreement has been renegotiated and executed.

During any extension period, City shall pay to County a pro-rata monthly portion of the annual cost set forth in section 13 of this Agreement. Each such payment shall be made within thirty (30) days following receipt of invoice at the end of each such one-month extension and shall be delivered to the ACSO.

2. Termination. This Agreement may be terminated by either Party for a breach of its terms or conditions, due to convenience, non-appropriation, or when either or both parties agree that the continuation of this Agreement is not in the parties' best interest, by providing ninety (90) days' written notice of termination to the other Party. Where the stated grounds for termination are noncompliance with the performance standards set forth in this Agreement, the Parties shall complete all notice and cure procedures set forth in section 6 prior to termination of this Agreement.

3. Duties and Obligations. County shall provide dispatch services to City. County shall provide the services of a dispatch center to City, including the receipt, transmission, and transfer of emergency and routine communications made at the request or direction of City.

County agrees to hire and manage personnel in accordance with ACSO personnel policies and procedures. All personnel decisions, including, but not limited to, hiring, promotion, demotion, rates of pay, discipline and termination of employment, shall be under the sole direction and discretion of the ACSO. Complaints against ACSO personnel shall be brought to the attention of the ACSO Dispatch Supervisor.

County agrees to evaluate input from Meridian Fire with regard to staffing of the fire consoles in the Emergency Communications Center. Such input may be used in planning and

budgeting to work toward enhancing fire console coverage. Emergency dispatch services to be provided shall include such duties as “primary” fire dispatcher and a tactical radio operator (TRO). Emergency dispatch services shall always take precedence over other activities.

City agrees to bring to the attention of County, through written notification directed to the ACSO or its designee, any operational, employee performance, or other problem, which, in City’s opinion, is, or has the potential to become, detrimental to City’s ability to adequately deliver its services. County agrees to take whatever reasonable and customary steps are necessary to address City’s concerns.

City and County agree to use a dispatch liaison to facilitate communications, and training between and among the agencies.

4. Mutual Hold Harmless and Insurance Requirements. To the extent permitted by law, the County and City agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of their duties, unless such acts or omissions occurred outside the scope of their employment or were willful and wanton. Such claims shall be subject to the limitations of Idaho law.

Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers’ compensation, automobile liability, and property damage.

Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph. Notwithstanding the Parties’ exercise of such option to self-insure, the Parties

specifically waive all rights of and claims for subrogation against the other arising from any injury to an employee of the Party.

5. Performance standards. County shall provide to City services that meet or exceed the following standards:

- a. County will work cooperatively with Meridian Fire in an effort to provide specific fire training for dispatchers. Such training may include classroom lecture, department/facility familiarization, and participation as an observer assigned to an Engine Company. County will provide a minimum of forty (40) training hours during the term of this Agreement, and will work collectively with Emergency Services User Group ("ESUG") to define a fire-specific training curriculum. Additional training hours will be contingent upon approved and available budget. Emphasis will be given to minimizing financial impact when creating training schedules.
- b. Fire dispatchers shall complete ICS 100, 200 and ICS 700 training, which may be accomplished via Internet. County and Meridian Fire will work cooperatively and plan for additional levels of ICS training to be accomplished as budget and resources permit.
- c. Meridian Fire may assign an officer to the dispatch center during large-scale incidents to assist with fire resource coordination.
- d. Dispatch procedure shall be in compliance with the Standard Operating Procedures ("SOP"), adopted by and through, the Emergency Services User Group ("ESUG"), formed and operated under the direction of the Emergency Communications Planning Committee ("ECPC") and its Change Management protocols.
- e. County shall provide a dedicated Tactical Radio Operator (TRO) on all structure, wildland, and/or large scale pre-planned fire events, or at the request of the Incident Commander. Once assigned, TRO will be released from monitoring the incident through mutual agreement of the on scene Incident Commander and the Dispatch Supervisor.
- f. County shall explore with ESUG the adoption and potential for funding of EFD ("Emergency Fire Dispatch"), as part of Priority Dispatch.
- g. County shall report quarterly on NFPA 1221 compliance, specific to call processing time of 64 seconds or less 90% of the time for

high priority (Echo) call types. County and City will work collaboratively to identify solutions in the event compliance is not achieved.

- h. Meridian Fire recommends that County fire dispatch work toward NFPA 1221 and 1061 compliance. Emphasis should be placed around NFPA 1221 Chapters 7 and 10. The applicable provisions of NFPA are incorporated herein, by reference, as if set forth in full.
- i. County and City agree to continue to work cooperatively with Nampa City dispatch and Canyon County dispatch in an effort to pursue solutions to such items as disparate CAD systems, disparate GIS layers, delays in dispatch to dispatch communications, and other items that prohibit a timely and accurate response to the community or citizen in need.

6. Notice of Non-Compliance. In the event that it appears the Performance Standards have not been met, City shall make written notification to County, specifically identifying the alleged performance deficiency. County shall initiate a prompt investigation of the matter, which will include a meeting with the City representative on the ESUG. The County investigation shall be completed within thirty (30) days. Upon completion of the investigation, a written report shall be forwarded to City, which shall include an assessment of the alleged deficiency and recommendation(s) for change(s), as needed. City and County shall meet within seven (7) days of submission of the report and determine if the alleged deficiency was properly identified and assessed, and the recommended change(s) will prevent any recurrence of any deficiency so identified.

7. City Personnel. City agrees to maintain either full-time or on-call personnel to accept alarms requesting emergency fire services within the jurisdiction of City.

8. County Dispatch Services. County shall provide City with communications dispatch services. County and City agree to participate in the regularly scheduled ESUG meetings and report to the ECPC, as required by the ECPC. All Operational requirements,

requests for priority changes, additions, deletions, or protocols to the SOP will be considered and addressed through the ESUG/ECPC Change Management protocols. The City's representative on the ESUG shall present any such SOP changes on behalf of the City through this process.

9. Licenses, Permits and Regulations. County and City shall each comply with all laws, orders and regulations of the Federal Communications Commission and any other applicable local, state or federal law, order or regulation.

10. Tapes, Logs, Time Cards, Special Reports, and Other Materials. County shall, within ten (10) days after written request by City, supply City with duplicates of the tapes, logs, time cards, special reports, recordings, or other materials that can be identified as being principally related to the dispatch of City-owned or –operated emergency vehicles. All such requests shall be made within thirteen (13) months of the origination of the incident related to City operation.

No tapes, recordings, reports, or other materials relating to any other agency shall be supplied to City unless City first obtains approval in writing from said agency's chief official or designee. Such approval shall be in a form approved by the ACSO in accordance with Dispatch Operating Policy 2.080.

11. EMS and Fire Dispatching. It shall be understood by City and County that equipment owned by both entities may be utilized in providing dispatch service for any agency within Ada County as well as within the City.

12. Preparation of Annual Budget for Each Contract Year. The ACSO shall cause to be prepared and forwarded to City for review no later than April 15 an annual budget for operation of the Ada County Emergency Communication's Center. Said budget shall identify the itemized costs (to include number of personnel) of providing all Fire/EMS-related

communications services to City for the ensuing contract year. The Projected Costs of Services shall be and are hereby made a part of this Contract. (See Appendix "A.")

13. Consideration by City. In consideration of the foregoing and pursuant to this Contract, City hereby agrees to pay to County the sum of Eighty-Seven Thousand, One Hundred Twenty-Two Dollars and Twenty-One Cents (\$87,122.21) for the services provided to City, paid in equal portions quarterly at the end of each quarter, to the ACSO, within thirty (30) days following receipt of invoice. Said total amount shall be invoiced by ACSO in time for City to issue final payment to the ACSO no later than September 30, 2018.

In the event of termination of this Agreement pursuant to the provisions of section 2 herein above, City shall pay a pro-rata share of the Agreement amount set forth in this section for services rendered until termination.

14. Appropriation. City's obligations under this Agreement to provide payment as described herein shall be subject to and dependent upon appropriations being made by the Meridian City Council for such purpose. The Meridian Fire Chief, in preparing Meridian Fire's Fiscal Year 2018 budget, shall include in the proposed budget the amount noted herein, which will be duly considered by the Meridian City Council along with the other proposed expenditures for Fiscal Year 2018.

15. Notice. Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City: City of Meridian
City Clerk
33 E. Broadway Avenue
Meridian ID 83642

County: Ada County Sheriff's Office
Andrea Dearden,
Director of Communication
7200 W. Barrister Drive
Boise, ID 83704

Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.

16. Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

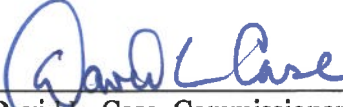
17. Applicable Law. The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

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IN WITNESS WHEREOF, the Parties hereto have subscribed their names on the following dates:

ADA COUNTY

Board of Ada County Commissioners

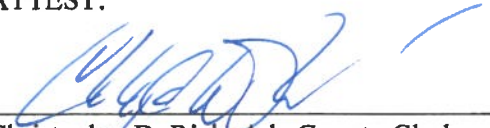

David L. Case, Commissioner


Jim Tibbs, Commissioner

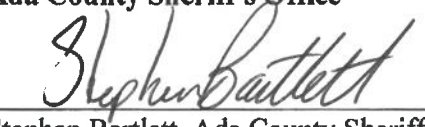

Rick Visser, Commissioner

Signed this 26th day of April, 2018.

ATTEST:

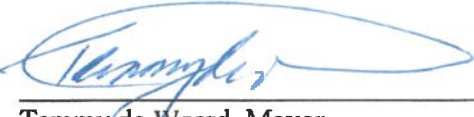

Christopher D. Rich, Ada County Clerk

Ada County Sheriff's Office


Stephen Bartlett, Ada County Sheriff

Signed this 18 day of April 2018.

CITY OF MERIDIAN


Tammy de Weerd, Mayor

Signed this 3rd day of April, 2018.

ATTEST:


Meridian City Clerk



Appendix A
Projected Costs of Services
Fire Contracts FY2018

FY 2018 Fire / EMS Dispatch Contract

Agency	2016 Runs	Percent of Total	Annual Billed Amount	Quarterly Billed Amount
Boise Fire	19,114	31.65%	\$ 269,197.21	\$ 67,299.30
Whitney Fire	1,233	2.04%	\$ 17,365.29	\$ 4,341.32
Meridian Fire	6,186	10.24%	\$ 87,122.21	\$ 21,780.55
Eagle Fire	1,803	2.99%	\$ 25,393.04	\$ 6,348.26
Kuna Fire	1,428	2.36%	\$ 20,111.63	\$ 5,027.91
Star Fire	756	1.25%	\$ 10,647.33	\$ 2,661.83
NACFR	1,827	3.03%	\$ 25,731.05	\$ 6,432.76
EMS	28,042	46.44%	\$ 394,937.13	\$ 98,734.28
Total	60,389	100.00%	\$ 850,504.90	
Cost per run	\$ 14.08			