

Council Business Meeting

July 16, 2019

Agenda Item	Approval of Two Contracts with Emergency Communications of Southern Oregon	
From	Tighe O'Meara/David Shepherd	Police Chief/Fire Chief
Contact	Tighe.omeara@ashland.or.us David.shepherd@ashland.or.us 541-552-2142	

SUMMARY

Staff is seeking approval of two contracts with Emergency Communications of Southern Oregon (ECSO). One contract for the Police Department (APD) and one for the Fire Department (AFR).

POLICIES, PLANS & GOALS SUPPORTED

Essential Services: Fire & Police

PREVIOUS COUNCIL ACTION

These two contracts represent the latest in a long partnership that best serves the departments and community.

BACKGROUND AND ADDITIONAL INFORMATION

The APD and AFR contract with ECSO for emergency dispatch services. All Jackson County emergency services' communications are consolidated at ECSO. Currently, there is no viable option other than ECSO available to fulfill this role.

FISCAL IMPACTS

The contract between APD and ECSO will cost the city \$463,519.89 and is budgeted for in the upcoming budget. The contract between AFR and ECSO will cost the city is \$205,229.82 and is budgeted for in the upcoming budget.

STAFF RECOMMENDATION

Staff recommends that Council authorize execution of the contracts.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve execution of the contracts between ECSO and APD and AFR.

REFERENCES & ATTACHMENTS

Attachment 1: Contract with the Ashland Police Department

Attachment 2: Contract with Ashland Fire and Rescue

Attachment 3: User Fee Schedule



ECSO User Agreement

This Agreement is made under the authority of ORS Chapter 190, by and between Emergency Communications of Southern Oregon (“ECSO”), an intergovernmental agency formed by ORS 190, and the **Ashland Police Department** (“AGENCY”), an Oregon governmental entity providing fire, police or life safety services.

WITNESSETH:

WHEREAS, ECSO operates a central 911 public safety answering point (PSAP) and a dispatch facility to provide PSAP and Dispatch Services (Services) to various fire, law enforcement, and life safety governmental entities; and

WHEREAS, ECSO and AGENCY are current participating members and signatories to the Restated Intergovernmental Agreement which establishes ECSO or are Subscribers to ECSO Services; and

WHEREAS, the Restated Intergovernmental Agreement provides for the governance, leadership, funding and membership rules regarding ECSO and allows full and fair participation in ECSO’s governance for all members; and

WHEREAS, ECSO derives a significant portion of its funding from 9-1-1 Service Agreements such as this one; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term; Renewal.** The Term of this Agreement shall begin on the date it is signed by both parties and shall continue for a period of 1 year. This provision is subject to ECSO’s authorized amendment of the “Compensation; Rates and Charges” terms as provided in Section 3 below. This Agreement shall automatically renew for unlimited 1-year renewal terms unless otherwise terminated as provided herein.
2. **Services.** ECSO agrees to provide 9-1-1 PSAP Service and Dispatch Services (“Services”) for the AGENCY as described below and as further required in the ECSO Restated IGA and Rules (“Founding Documents”), which are attached hereto as Exhibit A and by this reference incorporated in this Agreement.

- a. The PSAP Services provided by ECSO shall include 24 hour-per-day staffing of certified communications personnel for answering of 9-1-1- telephone calls for fire, law enforcement and medical services, as such PSAP Services are further defined by ORS 403.105. Performance goals for PSAP Services are described in Exhibit B. ECSO and AGENCY agree that ECSO, using the process provided in its Founding Documents, may revise these service goals as needed from time to time. .
 - b. The Dispatch Services provided by ECSO shall include 24-hour-per-day staffing of dispatch personnel for: 1) the prompt dispatch of fire, law enforcement and medical services requests; 2) emergency and routine radio communications with law enforcement, fire, and medical services personnel; 3) communications between ECSO members and other entities or resources; and other specific functions as may be determined by the ECSO Board from time to time to aid in the performance of ECSO dispatch functions. Performance goals for Dispatch Services are described in Exhibit B. ECSO and AGENCY agree that ECSO, using the process provided in its Founding Documents, may revise these service goals as needed from time to time.
 - c. ECSO shall deliver the Services at all times in accordance with this Agreement, ECSO's Founding Documents, and Exhibit B. If there is a conflict between these documents, ECSO's Founding Documents shall prevail.
3. **Compensation; Rates and Charges.** In return for ECSO's provision of Services, AGENCY agrees to compensate ECSO in accordance with the Schedule of Rates and Charges, which is attached as Exhibit C and by this reference is incorporated into this Agreement. Such rates and charges may be amended by ECSO during any Term or Renewal Term of this Agreement, as long as ECSO uses the process provided in the Founding Documents.
4. **Billing.** ECSO will invoice AGENCY QUARTERLY. AGENCY agrees to pay ECSO within 30 days of receiving the invoice notice. Late payments may be assessed a late fee of one percent, which may be charged monthly until full payment is received or until the Parties enter into a mutually-agreed upon payment plan.
5. **Termination.**
- a. Termination by Mutual Consent. This Contract may be terminated immediately by mutual written consent of the Parties, or at a later date as mutually determined by the Parties.

b. Termination by ECSO. ECSO may unilaterally terminate this Agreement effective upon delivery of written notice to AGENCY, or at a later date as may be established by ECSO, under any of the following conditions:

- 1) If ECSO funding is not obtained and continued at levels sufficient to safely and efficiently provide Services.
- 2) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that ECSO's Services are no longer authorized or are no longer eligible for the requisite funding.
- 3) If any license or certificate required by law or regulation to be held by ECSO to provide Services required by this Agreement is for any reason denied, revoked, or not renewed.

c. No Cause Termination. Either Party may terminate this Agreement with 365 days' written notice to the other Party.

d. Upon any AGENCY termination under this Section, ECSO shall be entitled to payment in accordance with the terms of this Agreement for any Services rendered, less previous amounts paid.

6. **Indemnification and Waiver.** To the extent limited by the tort claims limits in Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to mutually defend and indemnify each other (including the Parties' employees, agents, or contractors) against any and all liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) for injury or damage to life or property related to this Agreement or arising from the Parties' actions or failures to act under this Agreement (collectively, "Claims"). The Parties also hereby waive all such Claims against each other. However, this indemnification and waiver shall not apply to any willful misconduct by the Parties or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

7. **Non-Assignment.** ECSO may not assign any of its responsibilities under this Agreement without AGENCY's prior written consent, which consent may be withheld in AGENCY's sole discretion.

8. **Independent Contractor; No Employment Relationship.** ECSO is an independent contractor for all purposes. AGENCY cannot and will not control the means and manner of ECSO's performance, except as may be provided in the Founding Documents. No

employment relationship is established by the Agreement and no employee of one Party shall be deemed to be an employee of the other Party.

9. **Insurance.** During the term of this Agreement, each Party shall maintain, at its own expense, the following types insurance in the following amounts:

- a. Commercial General Liability insurance with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Contract.
- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering the Parties' liability arising out of negligent acts, errors or omissions in performance of Services under this Agreement. Such policy will have a combined single limit of not less than \$1,500,000 per each claim, incident or occurrence.
- d. The limits required in this Section may be met with a combination of underlying and umbrella coverage.
- e. The Parties' insurance policies shall provide that ECSO and AGENCY, including their Boards, Councils, officers, representatives, employees, and agents, will be included as an additional insured with respect to the coverages required in this Section and a waiver of subrogation against them shall be obtained for all coverages. All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon. The Parties shall furnish each other, upon request, with certificates of insurance evidencing all required coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

10. **Conflict Resolution.** In the event there are disputes or claims by the Parties related to this Agreement, the Parties waive all rights to litigation and agree to follow the following dispute resolution process. The Parties agree that this process will serve as the sole dispute resolution process regarding disputes or claims related to this Agreement. The disputing parties shall address disputes in the below order. Dispute resolution will be documented by mutually-signed memorandum.

- a. File complaint with either the ECSO Director or the Agency's Designated Contact describing the matter in detail and specifically citing any alleged violations of this Agreement.
- b. If unresolved, file with either the ECSO Board Chair or his or her designee describing the matter in detail and specifically citing any alleged violations of this Agreement.
- c. In the event the dispute is not resolved using the above process, either Party may proceed to mediation. To begin the mediation process, the Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the parties.
- d. In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Jackson County, Oregon, unless otherwise agreed by the disputing parties.
- e. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.
- f. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.
- g. ECSO efforts to secure past due compensation under this Agreement is exempt from this dispute resolution process.

11. Workers' Compensation and Other Laws. ECSO and AGENCY are both public entities and subject employers under the Oregon Workers' Compensation Law. The Parties shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers, as well as all applicable public contracting laws (which are set forth in Exhibit D, which is attached to this Agreement and by this reference incorporated herein.)

12. Representations and Warranties. The Parties each represent and warrant to each other that each has the duly authorized power and authority to enter into and perform this Agreement.

13. Integration and Amendment. This Agreement, including the attached Exhibits, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Agreement. Any modifications or amendments to this Contract will only be effective when made in writing and signed by the Parties. .

14. Notices. All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person or, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission or, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

ECSO
400 Pech Road
Central Point, OR 97502

AGENCY: _____

Phone: () _____
Fax: () _____

ECSO

AGENCY

Margie Moulin, Director
Name & Title (Printed)

Name & Title (Printed)

Margie Moulin 6/10/19
Signature Date

Signature Date



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ECSO
400 Pech Road
Central Point, OR 97502

AGENCY: _____

Phone: () _____
Fax: () _____

ECSO

AGENCY

Margie Moulton, Director
Name & Title (Printed)

Name & Title (Printed)

Margie Moulton 6/10/19
Signature Date

Signature Date

Exhibit C

FY 2019-2020 User Rates

Agency	Rates
BLM	\$ 6,909.71
Butte Falls Fire	\$ 3,445.80
Butte Falls Police	\$ 6,909.71
Crater Lake National Park	\$ 14,335.17
Greensprings Fire	\$ 6,909.71
Jackson County Airport	\$ 14,335.17
Jackson County Roads	\$ 6,909.71
Jackson County Services	\$ 6,909.71
Lake Creek Rural Fire	\$ 6,909.71
ODF	\$ 6,909.71
OLCC	\$ 6,909.71
Prospect Fire	\$ 6,909.71
SOU	\$ 14,335.17
US Forest Service	\$ 6,909.71
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Ashland Fire	\$ 205,229.82
Ashland Police	\$ 463,519.89
Central Point Police	\$ 286,959.93
Eagle Point Police	\$ 148,966.24
Evans Valley Fire #6	\$ 23,806.03
Jackson County Sheriff	\$ 1,360,294.87
Jacksonville Fire	\$ 28,838.17
Jacksonville Police	\$ 67,654.57
JCFD #1	\$ 68,431.69
JCFD #3	\$ 421,825.99
JCFD #4	\$ 47,555.95
JCFD #5	\$ 160,182.20
JCFD #9	\$ 47,639.37
Medford Fire	\$ 697,196.99
Medford Police	\$ 1,441,482.79
Phoenix Police	\$ 73,628.36
Rogue River Police	\$ 37,172.84
Talent Police	\$ 90,104.27