

Contract Review Sheet

Intergovernmental Agreement

PW-6249-24

Title: IGA for After-Hours Dispatch Services

Contractor's Name: METCOM 911

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: July 1, 2024

Expires: June 30, 2027

Original Contract Amount: \$ 250,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 250,000.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

METCOM 911 has been providing after-hours call-taking services for many years, and has become a vital tool for ensuring the safety of the traveling public.

The services provided by METCOM 911 include, but are not limited to: Answering after-hours non-emergency calls for services for Marion County Public Works on a daily basis, 365 days per year; dispatch, monitoring and coordination of Marion County Public Works staff in response to calls for services received; documentation and/or logging of nature and resolution of call; and provision of daily and monthly reports of calls taken.

This IGA ensures that the general public and other agencies have 24/7/365 access to Public Works services and is retroactive to 07/01/2024.

Desired BOC Session Date: 10/16/2024

Contract should be in DocuSign by: 9/25/2024

Agenda Planning Date: 10/3/2024

Printed packets due in Finance: 10/1/2024

Management Update: 10/1/2024

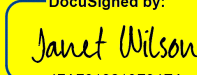
BOC upload / Board Session email: 10/2/2024


BOC Session Presenter(s) Scott Wilson


Code: Y

REQUIRED APPROVALS

DocuSigned by: 
 E4502AF8CAA542C...
 Finance - Contracts
 9/16/2024
 Date

DocuSigned by: 
 47A7043240F34EA...
 Contract Specialist
 9/17/2024
 Date

Signed by: 
 60C08A0F708240B...
 Legal Counsel
 9/17/2024
 Date

DocuSigned by: 
 DC18351249DE4EC...
 Chief Administrative Officer
 9/17/2024
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 16, 2024

Department: Public Works

Title: After-Hours Dispatch Services Agreement with METCOM 911

Management Update/Work Session Date: September 24, 2024 Audio/Visual aids

Time Required: 5 Minutes Contact: Scott Wilson Phone: 503.365.3129

Requested Action: Approve retroactive Intergovernmental Agreement with METCOM 911 for After-Hours Dispatch Services.

Issue, Description & Background: METCOM 911 has been providing after-hours call-taking services for many years, and has become a vital tool for ensuring the safety of the traveling public.

The services provided by METCOM 911 include, but are not limited to: Answering after-hours non-emergency calls for services for Marion County Public Works on a daily basis, 365 days per year; dispatch, monitoring and coordination of Marion County Public Works staff in response to calls for services received; documentation and/or logging of nature and resolution of call; and provision of daily and monthly reports of calls taken.

Financial Impacts: For FY24-25, the annual cost of this is \$45,668.28. Under the IGA, that amount may (upon request and agreement by both parties) be increased by 5% each year.

Impacts to Department & External Agencies: This IGA ensures that the general public and other agencies have 24/7/365 access to Public Works services.

List of attachments: PW-6249-24, contract review sheet, retroactive memo

Presenter: Scott Wilson

Department Head Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443...

REQUEST FOR AUTHORIZATION OF CONTRACT PW-6249-24

Date: September 12, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Janet Wilson

Subject: Retroactive

The Marion County Public Works Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with METCOM 911 for IGA for After-Hours Dispatch Services with a value of \$250,000.00 and will be effective retroactive to 7/1/2024 upon approval.

A. BACKGROUND

This Intergovernmental Agreement was established to provide after-hours dispatch services to Marion County.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

Due to staffing changes and extensive negotiation discussions, this agreement was delayed in its execution.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:


Staff have alerts set to begin future contract negotiations earlier and will make efforts to execute the contract without delay.

Submitted by:

DocuSigned by:

47A7913219F34EA...
Janet Wilson
Public Works Department

Reviewed by:


DocuSigned by:

E4592AF8CAA542C...
Contracts & Procurement

Acknowledged by:

DocuSigned by:

9793BA7ACD6D443...
Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC...
Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and METCOM 911
PW-6249-24

1. PARTIES TO AGREEMENT

This Agreement between METCOM 911, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 as (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide Dispatch Services to County. These services are further described in Section 5.

3. TERM AND TERMINATION

This Agreement shall be effective for the period of July 01, 2024, through June 30, 2027, unless sooner terminated or extended as provided herein.

- 3.1 This Agreement may be extended for an additional period of two years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.2 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 180 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.3 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - 3.3.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - 3.3.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - 3.3.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - 3.3.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

3.3.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed \$250,000.00. Payments under this contract shall be made on a monthly fixed fee for service (MFF) basis according to the following terms:

4.1.1 The MFF for service as of July 1, 2024, shall be \$3,805.69.

4.1.2 The MFF will be used from July 1 through June 30 of each contract year. The County will calculate the Adjusted Monthly Fee (AMF) by May 31 using the month of December of the prior year from the CPI-U as set forth below. This AMF and corresponding payment amounts will become effective on July 1. The first adjustment to the MFF will be calculated in May 2025 and each contract year thereafter. The AMF shall be CPI or 3%, whichever is greater, up to 5%.

4.1.3 The adjustment shall be calculated according to the United States Department of Labor, Bureau of Labor Statistics, Western Information Office, Consumer Price Indexes Pacific Cities and U.S. City Average, December (yyyy) & 2nd Half (yyyy), All Items Indexes, All Urban Consumers (CPI-U), West Size Class B/C.
<https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm>

4.1.4 The calculation shall be as follows:

$$AMF = (MFF \times YPC) + MFF$$

Where:

AMF = Adjusted Monthly Fee

MFF = Monthly Fixed Fee

YPC = Yearly Percent Change Ending in December

4.1.5 Annually, METCOM may request a review of cost increases and propose changes.

4.2 Requests for payment shall be submitted to the County monthly to the attention of: Public Works Department at the following address: 5155 Silverton Rd NE Salem, OR 97305. Final invoices are due no later than two weeks following expiration or termination of this agreement.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL: Provide the following services to Marion County in accordance with policies, procedures, and protocols listed in the Marion County Public Works After-Hours Call-Out Matrix:
- 5.1.1 Answering after-hours non-emergency calls for services for Marion County Public Works on a daily basis, 365 days per year. Marion County Public Works' dispatch hours are typically 7 a.m. – 4:30 p.m. in the Winter, and 7 a.m. – 5:30 p.m. in the Summer, making the time switch according to daylight savings.
 - 5.1.2 Dispatch, monitoring and coordination of Marion County Public Works staff in response to calls for services received as part of 5.1.1.
 - 5.1.3 Documentation and/or logging of nature and resolution of call. Information captured shall include, but not be limited to:
 - 5.1.3.1 Caller's name, address, and phone number.
 - 5.1.3.2 Nature of the call (e.g. requested service or complaint)
 - 5.1.3.3 Resolution of the call.
 - 5.1.3.4 Name and I.D. (e.g. radio or equipment number) of County forces contacted.
 - 5.1.3.5 Amount of time between receipt and resolution of call.
 - 5.1.4 Provide a daily report, by 0630 each day, of the calls received the previous after-hours period. The report shall contain all of the information required in 5.1.3 above.
 - 5.1.5 Provide a monthly report of calls taken. The report shall be provided as a Microsoft Excel.
- 5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:
- 5.2.1 Notify Agency of changes to the Marion County Public Works After Hours Call-Out Matrix and provide an updated copy or link to download a copy.
 - 5.2.2 Provide, weekly, the current list of the Duty Supervisor and on-call employees for that week.
 - 5.2.3 Pay invoices within 30 days of receipt and approval by County.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Wendy Patterson
John Thompson
1060 Mt. Hood Ave
Woodburn, OR 97071
Wendy.patterson@metcom911.com
john.thompson@metcom911.com

For County:
Marion County Public Works
Attn: Contracts Specialist
5155 Silverton Rd NE
Salem, OR 97305
PWContracts@co.marion.or.us

12. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

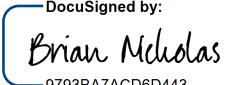
In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  9/16/2024
DocuSigned by: 9793BA7ACD6D443...
Department Director or designee Date

Authorized Signature:  9/17/2024
DocuSigned by: DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  9/17/2024
Signed by: 60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  9/16/2024
DocuSigned by: E4592AF8CAA542C...
Marion County Contracts & Procurement Date

METCOM 911

Authorized Signature: _____ Date: _____

Title: _____