

CANYON COUNTY DISPATCH SERVICES AGREEMENT CALDWELL FIRE DEPARTMENT

This Dispatch Services Agreement by and between Canyon County, a political subdivision of the State of Idaho ("County") and the Caldwell Fire Department, a department of the City of Caldwell, a municipal corporation of the state of Idaho located within Canyon County ("Partner Agency") as authorized by Idaho Code §§ 31-604 and 50-301, respectively.

Whereas, County operates the Canyon County Communication Center Dispatch ("Communication Center") which receives and evaluates non-emergency and emergency calls to dispatch or refers them to the proper agency, and works closely with all local law enforcement agencies, fire departments, and ambulance services to coordinate timely and efficient responses to emergencies in Canyon County (except those within the city of Nampa) by the appropriate responding agencies.

Whereas, the County takes on a considerable cost to maintain and provide the vital services provided by the Communication Center on a twenty-four-hour, seven-day-per-week basis, including employing more than twenty (20) communications officers and call takers, along with providing and maintaining the necessary equipment, training, and facilities.

Whereas, Partner Agency utilizes the services of the Communication Center and seeks to formalize that use for fiscal year 2026.

Whereas, Partner Agency seeks to have dispatch services that meet National Fire Protection Association ("NFPA") standards for emergency service communications.

Therefore, the Parties agree to the following terms:

1. **Dispatch Services Provided by County.** In exchange for the payments set out below, County agrees to:
 - 1.1. Provide dispatch services for Partner Agency, (collectively, "Dispatch Services"), which includes, without limitation:
 - 1.1.1. Receive and dispatch all service calls to the appropriate response agencies, including Partner Agency whether priority calls or non-priority calls;
 - 1.1.2. Document dispatch service calls in computer aided dispatching (aka, CAD);
 - 1.1.3. Receive, monitor, and dispatch as needed for service calls initiated by Partner Agency personnel in the field;
 - 1.1.4. Dispatch tow-trucks, street department, board-up company, and other requests for assistance received from Partner Agency;
 - 1.1.5. Notification services for "public safety purposes" to coroner, chaplains, department heads/supervisors for administrative purposes; and

1.1.6. Maintain board-up rotation/list provided by Partner Agency within established programs.

1.2. Perform Dispatch Services for Partner Agency in a manner reasonably consistent with the aspirational standards articulated in the National Fire Protection Association ("NFPA") Standard 1225, Standard for Emergency Service Communications, Chapter 15, (2022) in effect on the effective date of this Agreement and as updated from time to time, including, without limitation, the following:

1.2.1. For the purposes of this Agreement, "Call Answer" means the time from when the call is initiated by the caller to when it is answered by the dispatch center; "Call Process" means the time from when the call is answered to when the first Emergency Response Unit (ERU) is dispatched.

1.2.1.1. Call Answer requests for emergency assistance within fifteen (15) seconds ninety percent (90%) of the time on a per-month basis (NFPA 1225 15.4.1 (2022));

1.2.1.2. Call Process a request for highest priority emergency assistance, as defined in NFPA 1225 15.4.4.1 (1-7) and NFPA 1225 15.4.4.2 (1-2) and subject to the exemptions within NFPA 1225 15.4.4.4 and NFPA 1225 15.4.4.5, within sixty (60) seconds ninety percent (90%) of the time on a per-month basis (NFPA 1225 15.4.4 (2022)); and

1.2.2. Maintain County's dispatch-side radio communications hardware and programs that reflect current technologies and practices.

1.2.2.1. Partner Agency shall be required to purchase and maintain Partner Agency's responder-side radio communications hardware and programs that are compliant with County's systems.

1.2.2.2. Prior to purchase, Partner Agency shall be required to obtain pre-approval from County that Partner Agency's planned equipment and/or third-party systems/applications are compatible with County's equipment, and/or that any third-party applications and equipment will be able to be integrated by the County.

1.2.2.3. Partner Agency shall be responsible for all costs associated with Partner Agency's communications hardware, programs, and third-party systems or applications.

1.2.2.4. Partner Agency shall be responsible for all costs associated with the maintenance and integration of Partner Agency's communications hardware, programs, and third-party systems or applications, including, but not limited to, any personnel time and associated costs to the County.

1.2.3. Maintain accessible communications systems including language translation and TTY/TDD devices.

1.2.4. Maintain, with the retention protocols established by the County, digital recordings of all telephone and radio communications. Within the established retention period, digital copies of radio transmissions or telephone calls will be provided upon written request by the Partner Agency.

- 1.3. Provide a method, at the County's discretion and consistent with County's dispatch systems, for Partner Agency to submit and update dispatch Recommended Units and Response Plans which identify the pre-planned apparatus and/or personnel to be dispatched once determined that the Partner Agency's response is required,
 - 1.4. Provide for ongoing training of County dispatchers performing Dispatch Services for Partner Agency to remain up-to-date on national standards, local operations and other public safety answering/access point requirements to adhere to best practices and the highest standards in emergency communication and call management.
 - 1.5. Schedule and engage in regular meetings with Partner Agency to ensure consistent communication, training, and updates with respect to Dispatch Services for Partner Agency.
 - 1.6. Where appropriate and supported by other partner agencies, establish and facilitate monthly administrative meetings between Communication Center and all other partner agencies to strengthen interagency communication, resolve operational issues, and coordinate response protocols.
 - 1.7. Obtain and remain current with any CAD updates to ensure Partner Agency is provided with the most appropriate technological services available with respect to Dispatch Services provided for Partner Agency.
 - 1.8. Where applicable and feasible, make any reasonable attempts to obtain and maintain relevant technological advances to ensure Dispatch Services for Partner Agency are maintained.
2. **Payment.** In consideration for the receipt of the above Dispatch Services for the initial term of this Agreement, Partner Agency agrees to pay to the County a total amount of **One Hundred Thousand Dollars (\$100,000.00)** for fiscal year 2026 (October 1, 2025 – September 30, 2026). Payment for FY 26 shall be made within thirty (30) days after this Agreement is fully executed. In the event this Agreement is renewed, payment for each subsequent term shall be made in one (1) of the following options:

☐ In full by October 31 of term ☐ In quarterly installments as listed below

Payments made in quarterly installments shall be made in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** each and received by County no later than October 31,

January 31, April 30, and July 31, of the then-current fiscal year, provided that any past due quarterly installments shall be due thirty (30) days after Agreement is fully executed.

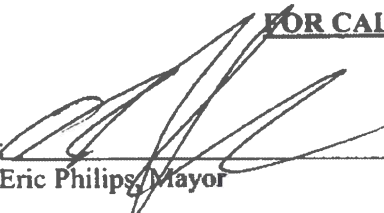
3. **Term.** This renewable Agreement will be effective on the date signed by all Parties and will end on September 30, 2026. The Agreement may be renewed for four (4) additional one-year terms commencing October 1 of the renewal year, ending September 30 of the following year. The County will calculate Partner Agency's annual renewal cost based on Partner Agency's proportional share of dispatch calls for the prior year and communicate the renewal cost at least 120 days prior to the start of the applicable renewal term. In any event, Partner Agency's annual renewal cost shall not exceed the Partner Agency's proportional share (based on call volume of the prior year) of the County's Communication Center's employee salaries and benefits as budgeted for the applicable Term.
4. **Renewal.** Partner Agency shall notify County whether it intends to renew the Agreement in writing at least one hundred twenty (120) days prior to expiration of the current term. A renewal without material change to the Agreement does not require any action or writing other than timely written notification from Partner Agency that it intends to renew the Agreement and requests no material changes to the Agreement.
5. **Non-Appropriation.** The Parties acknowledge and recognize that this Agreement will terminate at the end of any term in the event that sufficient funds are not appropriated by Partner Agency specifically with respect to this Agreement in the year for which such appropriation is made. Nothing in this Agreement shall be construed to require Partner Agency to allocate or pay for any extended term of this Agreement beyond the initial term. If Partner Agency intends to terminate this Agreement by the non-appropriation of funds, it shall provide notice to County no later than June 1 of the then-current fiscal year.
6. **Consequences for Early Termination, Non-Renewal, Late and Non-Payment.** In the event of termination prior to expiration of the term, notice of non-renewal, or late/non-payment, the Parties agree to the following:
 - 6.1. *Non-Payment.* In the event Partner Agency is more than thirty (30) days late for a scheduled payment, at the sole discretion of the Canyon County Sheriff, Dispatch Services not affecting responder and public safety will be discontinued, including: administrative call generation; and call generation for non-emergent service calls.
 - 6.2. *Early Termination and Non-Renewal.* In the event the Agreement terminates as the result of Partner Agency non-renewal of the Agreement, not appropriating funds, or early termination, County, at the sole discretion of the Canyon County Sheriff, may elect at any time after the effective termination date, to discontinue Dispatch Services up to and including discontinuance of all Dispatch Services.
 - 6.3. *Liquidated Damages.* For each payment that more than one hundred twenty (120) days have passed without payment in full without justifiable cause, the County will be entitled to, and Partner Agency will pay to the County, a liquidated damage – not a penalty – in

an amount equal to one-half (50%) of the annual appropriation of cost for the current contract year along with any associated attorney fees and costs that the County may accrue as a result of a failure to make a full and timely payment. The County, at the sole discretion of the Canyon County Sheriff, may waive this provision on a per occurrence basis.

7. **Consequences for Non-compliance of County in the Performance of Services.** County and Partner Agency agree to engage in open communication while striving to maintain the highest possible standards of emergency communication. In the event that the County has failed to adequately perform the Services under this Agreement:
 - 7.1. *Initial Notice and Opportunity to Cure:* Partner Agency agrees to make County aware of any failure to comply with this Agreement in writing, specifically identifying the alleged non-compliance, and to work, in good faith, with County on reasonable remedies to achieve compliance over a reasonable time period.
 - 7.2. *Second Notice and Second Opportunity to Cure:* At the second instance of non-compliance for the same or similar reason, Partner Agency agrees to provide County with a written notice of the continued non-compliance, requested remedies to achieve compliance, and intent to stop payment unless compliance is achieved over a reasonable time period.
 - 7.3. *Final Notice and Stop Payment Until Cured:* At the third and final instance of non-compliance for the same or similar reason, Partner Agency will provide a written notice of the continued non-compliance, and formally stop payment until compliance is achieved. Partner Agency will be provided with a written summary of action steps taken by the County to achieve compliance. Once compliance is achieved and the written summary is delivered by the County to the Partner Agency, all stopped payments will be due within 30 days.
8. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties, effective when signed by authorized agents of both Parties.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any previous agreements or statements, including any oral agreements or statements during negotiations between the Parties regarding the subject matter of this Agreement.
10. **Severability.** Should any provision of this Agreement be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Agreement, in whole or in part, other than the part so declared to be unconstitutional or invalid.
11. **Signatures.** The persons signing this Agreement on behalf of a Party to each represents to have the legal authority to do so.

FOR CALDWELL FIRE DEPARTMENT

By


Eric Philips, Mayor

Date

0909-2016

ATTEST:


City of Caldwell Clerk

Date

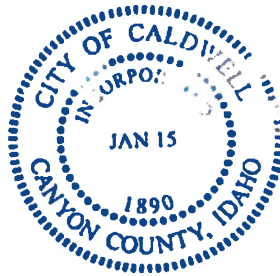
01/15/24

By


Bryan Daniels, Fire Department Chief

Date

01/15/24



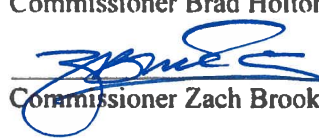
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FOR CANYON COUNTY

Dated this 24th day of September, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	☒	_____	_____
 _____ Commissioner Brad Holton	☒	_____	_____
 _____ Commissioner Zach Brooks	☒	_____	_____

ATTEST: JESS URRESTI, Clerk

By: 

Deputy Clerk

CANYON COUNTY SHERIFF



Kieran Donahue
Canyon County Sheriff

9-16-26

Date