

**INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF DISPATCH AND ENHANCED 911 SERVICES**

This agreement is entered into this 24th day of June, 2019 by and between THE CITY OF LINCOLN CITY, Oregon, (hereinafter "City"), and NORTH LINCOLN FIRE & RESCUE DISTRICT #1 (District).

- A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B. The City, and its Police Dispatch Center (Center), presently operates a 911 emergency reporting system and Computer Aided Dispatch (CAD) system.
- C. The District wants to receive City Information Technology (IT) support for Mobile Data Computers (MDC).
- D. The District and City wish to enter into an agreement for the City to provide emergency dispatch services to the District including CAD service and IT support for MDCs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS.

The recitals set forth above are true and correct and are incorporated herein by this reference.

2. DURATION / TERM OF AGREEMENT. [ORS 190.020(1)(e)].

- A. One year term. The term of this Agreement shall begin on July 1, 2019 and shall continue until June 30, 2020 unless renewed as provided in Section 2(B) below.
- B. Annual renewal term. This agreement may be renewed for additional consecutive terms of one year beginning July 1, 2020. Unless either party gives notice of non-renewal by December 31st of any term, the Agreement will automatically renew on July 1 for an additional year, except if the Agreement is earlier terminated under Section 8. The annual escalation referred to in Section 5(B) will apply.

3. REAL OR PERSONAL PROPERTY. [ORS 190.020(1)(d)].

No real or personal property is being transferred or allocated between the parties.

4. FUNCTIONS, SERVICES, OR ACTIVITIES. [ORS 190.020(1)].

A. Definitions for purposes of this Agreement:

1. "Emergency Call" means a telephone request that results from a situation where prompt service is essential to preserve human life or property.
2. "Non-Emergency" means a request for service that has been routed through the center and where a response from the District is not essential to preserve human life or property.
3. "The Center" means the City-operated police dispatch center and public service answering point where dispatchers are housed and 9-1-1 calls are received.
4. "Enhanced 9-1-1 telephone service" means 24-hour a day 9-1-1 telephone service consisting of a network, database, and on-premises equipment that provides:
 - a. Automatic accessibility of the Center as an emergency call answering point as governed by the Lincoln County 9-1-1 service plan as approved by the State of Oregon.
 - b. Direct dispatch of the District emergency services, in response to emergency calls, anywhere within the District's service area;
 - c. Two 9-1-1 circuits from each telephone utility service servicing the District area to the center;
 - d. Automatic display at the Center of the address and telephone number at the time of receiving an incoming 9-1-1 call;
 - e. A network which is developed to transport address and telephone number information to the Center automatically upon a person placing a call to 911;
 - f. Emergency call service in which no more than one call and 100 attempts will receive a busy signal on the first attempt during the average busiest hour or a minimum of two 9-1-1 circuits to the Center.

B. Dispatch Services. The City shall provide enhanced 9-1-1 telephone service at the Center and the Center, shall provide emergency and non-emergency dispatch services to the District. The service shall include:

1. Receipt of the calls from persons or agencies requesting services provided by the District, including transferred calls;
2. Dispatch of District vehicles in response to emergency and non-emergency calls from persons requesting services provided by the District;
3. Emergency Calls will be processed from time of call answer to dispatch time at 2 minutes or less 90% of the time.
4. Information gathering from persons making emergency calls to 9-1-1 services provided by the district;
5. Pre-arrival instructions to dispatch District vehicles responding to emergency calls to 9-1-1 services provided by the District;
6. For emergency calls from persons needing services provided by the District, recording of event times and tracking the status of individual District vehicles dispatched. Examples of event times that may be recorded are time of call, time of dispatch, time of arrival, and time of clearing. Examples of status that may be tracked are in route, on standby, or cleared.
7. For emergency calls from persons needing services provided by the District, recording of other information as reasonably requested by the District. Examples of other information that may be recorded are performance in relation to significant activity in an emergency event (benchmarks).
8. For emergency calls from persons needing services provided by the District, contact, coordinate the dispatch of responses from, and facilitate radio traffic among utilities and other agencies and persons as required for appropriate emergency responses to the calls. Examples of other agencies are local police, state police, emergency medical service providers, and public works departments.
9. For emergency calls from persons needing services provided by the District, provide telephone patches among the incident scene, the Districts stations, and cell phones as required for appropriate emergency responses to the calls.
10. Establish and participate in a quality assurance and improvement program, participated in by a District-appointed representative, to assure continual evaluation of the service provided under this Agreement to provide the best practicable service.
11. Organize and conduct quarterly meetings between the City and the District to continually develop and update policies relating to the Centers

dispatch and enhanced 9-1-1 telephone service, including the service provided to the District under this Agreement.

12. Provide pre-arrival medical assistance to callers, as appropriate.

13. The training of Dispatchers and other Center personnel.

C. Collection and Reporting of Data.

1. The City shall collect the following call volume and service cost data and provide it to the District upon request.

- a. The total number of calls handled by the Center;
- b. The number of District calls handled by the Center;
- c. The total number of calls for service handled by the dispatch at the Center.
- d. The number of District calls for service handled by dispatch and the Center.
- e. The cost of providing dispatch and enhanced 9-1-1 telephone services at the Center.
- f. The budget, including line items, for providing dispatch and enhanced 9-1-1 telephone service at the Center.
- g. Call processing times for compliance with the Agreement will be done by random sampling.

2. The City and the District may use the data collected and reported under this section as a basis for negotiating new rates and terms for Agreement renewals.

5. PAYMENT / TAXES / LIENS. [ORS 190.020(1)(a)]. The District shall pay the City for services provided under this Agreement as follows:

- A. The District shall pay to this City the sum of \$25,000.00 every six months, invoicing July and January for the term of this agreement.
- B. On renewal of this Agreement per Section 2.B , the annual payment will include an additional 4 (four)% of the annual payment required in the previous year if a new rate is not negotiated in accordance with Section 4.C.2. and Section 12 (Amendment).

- C. The District shall be responsible for its hard equipment costs including portable and mobile radios and MDC's. The District will also cover its costs for MDC software and connectivity.
- D. The District will be responsible for the costs associated with any additional CAD programming done for the District by Willamette Valley 911 and will make payment directly to Willamette Valley 911 for such services.
- E. Prior to proceeding with programming or any repairs required for fire dispatch services that the District would be responsible for, the City will notify the District of the reasons the repairs are needed. The bill for such programming or repairs will show that the programming or repairs were performed.

6. REVENUE. [ORS 190.020(1)(b)].

The parties do not anticipate any change in revenues derived pursuant to this agreement. That is, all revenues received by the City shall remain the property of Lincoln City.

7. PERSONNEL. [ORS 190.020(1)(c)].

No employees will be transferred pursuant to this agreement. District and City are subject employers under ORS Chapter 656, and shall procure and maintain current valid workers compensation insurance coverage for all of each respective agencies subject workers throughout the period of this agreement. This agreement does not change the status of any employee, contractor, or officer of the respective City and District.

8. TERMINATION. [ORS 190.020(1)(f)].

A. Mutual Termination. The City and District may terminate this Agreement at any time by mutual written agreement.

B. Unilateral Termination. A party seeking termination under this subsection will give the other party notice of termination at least (180) days prior to the desired termination date.

C. Breach / Termination. The City and the District each will have the right to terminate this Agreement prior to expiration of the Agreement term in the event of a material breach of the Agreement by the other party. A material breach shall include, but is not limited to actions such as: failing to remit any required payment or services under the Agreement, or failing to correct an alleged material breach after notice, pursuant to Section 8(C)(2), below. The termination process under this subsection shall be as follows:

1. The party asserting a breach of this Agreement shall give written notice to the other party identifying the specific material action or material omission (with regard to payment or services) that constitutes a material breach and also identifying the section or subsection of this Agreement requiring such payment of services. The written notice shall state that the asserting party intends to terminate this Agreement unless the party receiving the notice corrects the breach as required by subsection C.2. below.

2. The party receiving the notice shall correct the breach within 30 days from receipt of the notice or, if it is not reasonably practicable to correct the breach within 30 days, shall commence the actions necessary to and thereafter shall diligently and continuously pursue correction of the breach until correction is completed.

3. If the party receiving a notice of breach has not corrected the default or has not begun to correct the default as required by subsection (C)(2), of this section, then at any time after the time of non-compliance with subsection (C)(2), provided that the breach has not yet been corrected, the party giving notice of the breach may terminate this Agreement by giving written notice of termination to the other party in default.

4. The right of termination under this section will be the exclusive remedy available to the parties in the event of default.

9. INDEMNITY /HOLD HARMLESS.

To the extent permitted the Oregon Constitution and the Oregon Tort Claims Act, the City shall hold harmless, defend and indemnify District from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reason of any error, act or omission of City providing services pursuant to this agreement, or of City officials arising out of or in the performance of duties under the terms of this agreement. Provided however, the City shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal or wanton acts of District employees or the negligence of such employees. Such indemnification shall also cover claims brought against either party under state or federal employees' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

If a claim, demand, action, or suit arises out of negligent acts or omissions of both the District and the City, each shall be responsible for its proportionate share of liability and to the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, will hold harmless, defend, and indemnify the other and the others officers, agents, and employees against such

claims, demands, actions, or suits to the extent necessary so that each bears the cost of defense and liability in proportion to its proportionate share responsibility as determined by a court.

10. RECORDS.

The City will maintain and retain any document or records required to be maintained under this Agreement, and under applicable public records retention schedules. The District or its authorized representative, on reasonable notice to City and from time to time, may inspect, audit, and copy any public records of the City subject to disclosure and regarding the performance of services under this Agreement.

11. SUCCESSORS; ASSIGNMENT.

- A. This Agreement shall be binding on and be for the benefit of the City, The District, and their successors.
- B. Neither the City nor the District may assign this Agreement, in whole or in part, without the prior written consent of the other party. This prohibition against assignment without consent includes a prohibition against any assignment by operation of law.

12. AMENDMENTS.

The City and the District may amend this Agreement only by written amendment approved by the City Council and the District Board of Directors and signed by the City and the District.

13. REPRESENTATIVES OF PARTIES; AUTHORITY OF REPRESENTATIVES.

The Chief of Police, or such other person as shall be designated in writing by the Chief of Police, shall be the City's representative under this Agreement. The Fire Chief, or such other person as shall be designated in writing by the Fire Chief, shall be the District's representative under this Agreement. The City's and District representatives are authorized to give notices, terminate this Agreement, and take any other actions referred to herein on behalf of their respective parties, except for the Amendment of this Agreement which can occur only as provided in section 12 of this Agreement.

14. ATTORNEY FEES.

If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on appeal.

15. NON-WAIVER.

No waiver of or neglect to enforce a party's rights on breach of any provision of this Agreement shall be deemed a waiver of the party's rights on any subsequent breach of the same or of any other provision of this Agreement.

16. VENUE GOVERNING LAW.

Venue for resolution of all disputes under this Agreement shall be in Lincoln County, Oregon. This Agreement shall be construed according with the laws of the State of Oregon.

17. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.

Notices and requests required by and given in connection with this agreement and all other communications related to this agreement shall be in writing or email and deemed given as of the day they are received by (a) personal delivery, (b) electronic, (c) overnight delivery service, (d) United States mail, certified and return receipt requested, and addressed as follows:

City of Lincoln City
Attn: Chief of Police
P.O. Box 50
Lincoln City, OR 97367

North Lincoln Fire & Rescue District #1
Attn: Fire Chief
PO Box 200
Lincoln City, OR 97367

Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

18. SEVERABILITY.

In the event that any part of this IGA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this agreement.

19. MERGER.

This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the

agreement. No modification of this agreement shall be effective unless it is made in writing and signed by those parties agreeing to said modification. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.

City of Lincoln City, Oregon

North Lincoln Fire & Rescue District #1

By: 

Dick Anderson, Mayor

By: 

Rob Dahlman, Fire Chief

Approved as to Form:



Richard Appicello, City Attorney