

INTERGOVERNMENTAL AGREEMENT

(CONTRACT FORM A-2, 2020 EDITION)

Contract Title: Dispatch Services for City of Coburg Police Department

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), on behalf of the Sheriff's Office, and City of Coburg, a municipal corporation ("City"), on behalf of the Coburg Police Department, referred to collectively in this Agreement as the parties.

County and City agree as follows:

1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 Parties to this Agreement desire to coordinate between the law enforcement agencies for dispatch services for Coburg Police Department.
- 1.3 County is willing to provide dispatch services to City.
- 1.4 Parties to this Agreement must perform the Work in a manner consistent with the offers and statements in Exhibit A.

2. SCOPE OF AGREEMENT.

2.1 County will:

- .1 provide and fulfill dispatch services to City as described in Exhibit A.

2.2 City will:

- .1 perform and function as described in Exhibit A.

3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
Exhibit A Scope of Work

4. CONSIDERATION AND PAYMENT

4.1 In consideration for City's performance under this Agreement, **County will:**

- .1 invoice City each quarter during the months of September, December, March and June.
Payment will be due within thirty (30) days of billing date.

4.2 In consideration for County's performance under this Agreement, **City will:**

- .1 agree to pay an amount of Sixty-Three Thousand Dollars (\$63,000.00) for Dispatch Services from July 1, 2020- June 30, 2021.
- .2 pay County quarterly as described in 4, 4.1, 1.

5. EFFECTIVE DATE AND DURATION

5.1 **Effective Date.** This agreement is effective upon the signature of all parties. There will be no cost to City for services provided prior to July 1, 2020.

5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2021. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES.

Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may

designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.

6.1 County's Authorized Representative.

Jonna Hill, Support Services Manager
125 E 8th Avenue
Eugene, OR 97401
Phone: 541-682-6689
Email: jonna.hill@lanecountyor.gov

6.2 City's Authorized Representative.

Anne Heath, City Administrator
91136 N Willamette Street
Coburg, OR 97408 Phone:
541-682-7852
Email: ann.heath@ci.coburg.or.us

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
8. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
9. **MODIFICATION AND TERMINATION.**
 - 9.1 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
 - 9.2 **Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
 - 9.3 **Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
10. **MISCELLANEOUS PROVISIONS**
 - 10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
 - 10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
 - 10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 - 10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.

- 10.5 No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 10.6 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 10.7 Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.8 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.9 Merger.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 10.10 Americans with Disabilities Act Compliance.** During the performance of this Agreement, County and Agency will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CITY:

CITY OF COBURG

By: [Signature]

Title: CITY ADMINISTRATOR

Date: 4/22/2020

Address:

City of Coburg
PO Box 8316
Coburg OR 97408

COUNTY:

LANE COUNTY

By: [Signature]
 Steve M. Mokrohisky

Title: County Administrator

Date: 4/28/2020

Lane County, Public Service Building
 125 E. 8th Avenue
 Eugene, Oregon 97401

Exhibit A -- Scope of Work

The City of Coburg Police Department ("CPD") requests to have the Lane County Sheriff's Office ("LCSO") provide dispatching and related services. The work to be applied is listed below.

- CPD will remain on the LRIG trunked radio system. Should this change, renegotiations to the contract would need to be addressed.
- LCSO will dispatch for CPD, which includes approximately twelve (12) personnel consisting of one Police Chief, three officers and eight reserve officers. Average time consists of ten (10) to sixteen (16) staggered hours of police coverage per day. Case number volume has been estimated at 220-240 annually, and active court warrants at 140 to 160 at any given time.
- LCSO will provide Contract Dispatching Services at a cost of Sixty-Three Thousand Dollars (\$63,000) per year. The term dates for the year are July 1, 2020 to June 30, 2021. An earlier start date may be supported, if both parties are in agreement, with no cost to City for services provided prior to July 1, 2020. The end date would remain the same.
- LCSO will handle all dispatching of CPD officers, including entering their calls for service into LCSO's Computer-Aided-Dispatch ("CAD") system, tracking the status of all in-service CPD personnel via CAD, and taking all 911 calls within the Coburg city limits via transfer from Central Lane Communications.
- A separate phone line will be established solely for the transfer of the CPD business line to LCSO Dispatch to facilitate after-hours, weekends, and holiday calls. Dispatch coverage will be up to eighty (80) hours per week of weekday business line answering at no additional charge; however, hours beyond 80 will result in CPD charged at an established rate for additional call-answering services.
- Per CPD's ORI, LCSO Dispatch/Police Records will be responsible for after-hours, weekends and holiday calls pertaining to data entry of missing persons/runaways, stolen vehicles, stolen license plates and stolen firearms. LCSO Police Records will enter warrants, handle the confirmations, clearances, and recalls, among other warrant-related duties, and physically hold the warrants at LCSO.
- CPD will fax all copies of missing person/runaways, stolen vehicles and stolen license plate reports to LCSO Police Records to allow for expedient confirmation after-hours, weekends, and holidays. CPD will make immediate notification to LCSO when these reports are cleared. For all other Law Enforcement Data System ("LEDS") or National Crime Information Center ("NCIC") entries requiring after-hours confirmation, LCSO will route a CPD officer to their office to retrieve the report and fax it to LCSO Dispatch. If there are no CPD units on duty, CPD will provide a call-out matrix to respond to their office in order to provide LCSO with any necessary confirmation documentation.
- LCSO will provide phone and radio recordings to the DA's Office per agency's request and to CPD for investigative and personnel purposes.

- CPD will provide LCSO Dispatch with a clearly articulated call-out plan for times when there are no Coburg officers on duty. CPD will provide a clearly articulated response protocol as well for routine calls for services, or calls which fall under Coburg City Ordinances.
- CPD will staff their office and handle business phone lines from 0800-1700 (8:00am—5:00pm) weekdays, excluding holidays.
- CPD Staff will not dispatch officers to calls by phone or verbal relay without the knowledge of LCSO Dispatch.
- LCSO Dispatch must be notified when CPD office staff secures or resumes their daily business. Staff must advise LCSO Dispatch of phone transfers both to the established LCSO line, or back to the CPD lines during regular business hours.
- Monthly LEDS validations on warrants through Coburg Municipal Court will be the responsibility of CPD. LCSO will handle the validation for Circuit Court warrants.
- CPD will handle all public records requests involving CPD. LCSO will provide CPD with any needed recordings or CAD documentation requested; however, CPD is responsible for said requests, for meeting the statutory response timelines, and for other related details to these recordings or documentations requests.
- All CPD personnel must be appropriately LEDS and Criminal Justice Information System (“CJIS”) trained and certified. Should the clearance or certification status of any CPD staff member be suspended or terminated for any reason, CPD will immediately notify LCSO.
- CPD will be allowed access to LCSO CAD system.
 - In order to furnish CPD with remote CAD access for viewing current and historical calls for service as well as limited reporting, LCSO will furnish this access at their expense and will determine the best and safest way to provide this service as expediently as possible.
 - CPD will be responsible for making sure the computer accessing the CAD system is in a CJIS secure environment and that all personnel accessing that computer have the appropriate CJIS clearances and training, and that the computer hosting the CAD system is in no way visible or accessible to the public. LCSO reserves the right to do a site inspection to verify these circumstances for CJIS compliance and/or auditing purposes.
- LCSO will furnish at no cost to CPD the services of their Communications Network Coordinator (“CNC”) for up to eight (8) hours per month or an aggregate of ninety-six (96) hours per calendar year.
 - CNC will program or re-program vehicle and portable radio equipment and do minor repairs as needed, or coordinate where to obtain repairs.

- CNC will consult on radio and radio network purchasing.
- At CPD request, CNC will give an analysis of beneficial new and/or improved radio technology.
- This agreement does not include servicing any non-LRIG repeaters on behalf of CPD. That service would be negotiable based on LCSO's contract rates. This provision of service is restricted solely to CPD and does not include any services involving Coburg Fire vehicles, base radio resources or repeaters.