

INTERGOVERNMENTAL AGREEMENT
(IGA) (LC Contract Form A-2, 02/01/2023)

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, each a “party,” and referred to collectively in this Agreement as “the parties.”

RECITALS

- A. 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.
- B. City desires to continue the partnership with County for dispatch services for the Coburg Police Department.
- C. County is willing to provide dispatch services to City.
- D. Parties to this Agreement must perform the Work in a manner consistent with the offers and statements in Exhibit A and Exhibit B.

1. SCOPE OF AGREEMENT.

1.1 County will:

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

1.2 City will:

1.2.1 perform and function as described in Exhibit A.

1.2.2 perform and function as described in Exhibit B.

1.2.3 agree to the terms described in Attachments 1 and 2.

2. DOCUMENTS FORMING THE AGREEMENT

2.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.

2.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:

- **Exhibit A** Scope of Work
- **Exhibit B** Access Requirements
- **Attachment 1** Third Party Remote Access Agreement Requirements
- **Attachment 2** Lane County APM, *Use of County Computer and Communication Resources*

3. CONSIDERATION AND PAYMENT

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

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

3.1.2 increase amounts if necessary due to increased labor costs, inflation etc. Annual increases will be made to the contract amount following the Initial Year. Generally, these increases fall between three to ten percent (3-10%) annually, as of July 1st of each new fiscal year.

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

3.2.1 agree to pay an Initial Year amount of Seventy-Two Thousand Eight Hundred Fifty-Two Dollars (\$72,852.00) for Dispatch Services from July 1, 2023-June 30, 2024

3.2.2 agree to two additional years of services with an appropriate percentage increase each year.

3.2.3 pay County quarterly as described in 3, 3.1 (3.1.1.)

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Agreement is effective July 1, 2023.

4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2026. 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.

5. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as its authorized representatives for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

5.1 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

5.2 City's Authorized Representative.

Anne Heath, City Administrator
91136 N Willamette Street
Coburg, OR 97408
Phone: 541-682-7871

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

6. SPECIAL CONDITIONS

6.1 Compliance with Coronavirus Guidelines, Laws, Rules, and Orders. Each of the parties is aware of the continuing COVID-19 emergency and each agrees that it is and will remain familiar with the CDC prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Agreement, and will take all necessary precautions relating to COVID-19 and its variants, including those set out in the guidelines, laws, rules, and orders described in this paragraph. The parties have anticipated the costs of compliance with the present guidelines, rules, laws, and orders prior to entering into this Agreement, and that no claim will be made by either party for such compliance.

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. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
- 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 Dispute Resolution.** 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 other cooperative dispute resolution process.
- 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 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 10.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 10.6 No Third-Party Beneficiaries.** County and City 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.
- 10.7 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.
- 10.8 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

10.9 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.

10.10 Merger and Construction. This Agreement contains the entire agreement of County and City with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

10.11 Compliance with Law. County and City agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

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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

COUNTY:

LANE COUNTY

By: _____

Print: _____

Title: _____

Date: _____

Address: _____

By: _____

Steve M. Mokrohisky

Title: County Administrator

Date: _____

By: _____

Clifton G. Harrold

Title: Sheriff

Date: _____

Lane County Sheriff's Office
125 E 8th Avenue
Eugene, OR 97401

Exhibit A -- Scope of Work

The City of Coburg ("City"), on behalf of the Coburg Police Department, desire to continue the partnership with Lane County (County), on behalf of the Lane County Sheriff's Office, to provide dispatching and related services. The work to be applied is listed below.

1. City will remain on the LRIG trunked radio system. Should this change, renegotiations to the contract would need to be addressed.
2. County will dispatch for City, which includes approximately twelve (12) personnel consisting of one Police Chief, one Sergeant, two officers, one Records-Evidence Technician/Reserve Officer and 7 additional Reserve Officers. Average time consists of ten (10) to sixteen (16) staggered hours of police coverage per day. Case number volume in Calendar 2022 was 251 and active court warrants stood at 82 received, 60 cleared and 22 active warrants as of December 31, 2022.
3. County will provide Contract Dispatching Services to City at a cost described in Section 3, Consideration and Payment, of the contract.
 - Initial Year cost: \$72,852.00, July 1, 2023 – June 30, 2024.
 - Years Two and Three fees will be determined and estimated by the 1st of July each year, appropriate to the possible increases of labor and other costs.
 - The percentage of any increases will fall between 3-10%.
4. County will handle all dispatching of City officers, including entering their calls for service into County's Computer-Aided-Dispatch ("CAD") system, tracking the status of all in-service City personnel via CAD, and taking all 911 calls within the Coburg city limits via transfer from Central Lane Communications.
5. A separate phone line will continue to be maintained solely for the transfer of the City business line to County 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 City charged at an established rate for additional call-answering services.
6. Per City's ORI, County 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. County Jail Records will enter warrants, handle the confirmations, clearances, and recalls, among other warrant-related duties, and physically hold the warrants in Jail Records at Lane County Adult Corrections.
7. City will fax all copies of missing person/runaways, stolen vehicles and stolen license plate reports to County Police Records to allow for expedient confirmation after-hours, weekends, and holidays. City will make immediate notification to County when these reports are cleared. For all other Law Enforcement Data System ("LEDS") or National Crime Information Center ("NCIC") entries requiring after-hours confirmation, County will route a City officer to their office to retrieve the report and fax it to County Dispatch. If there are no City units on duty, City will provide a call-out matrix to respond to their office in order to provide County with any necessary confirmation documentation.

- 8.** On behalf of City, County will provide phone and radio recordings to the DA's Office per their request or at the request of City. County will also provide copies of recordings to City for investigative, personnel purposes and public records requests.
- 9.** City will provide County Dispatch with a clearly articulated call-out plan for times when there are no Coburg officers on duty. City will provide a clearly articulated response protocol as well for routine calls for services, or calls which fall under Coburg City Ordinances.
- 10.** City will staff their office and handle business phone lines from 0800-1700 (8:00am—5:00pm) weekdays, excluding holidays. During this time period, phone calls requiring dispatch assistance will continue to ring through to County on the established City non-emergency line.
- 11.** City Staff will not dispatch officers to calls by phone or verbal relay without the knowledge of County Dispatch.
- 12.** County Dispatch must be notified when City office staff secures or resumes their daily business. Staff must advise County Dispatch of phone transfers both to the established County line, or back to the City lines during regular business hours.
- 13.** Monthly LEDS validations on warrants through Coburg Municipal Court will be the responsibility of City. County will handle the validation for Circuit Court warrants.
- 14.** City will handle all public records requests involving City. County will provide City with any needed recordings or CAD documentation requested; however, City is responsible for said requests, for meeting the statutory response timelines, and for other related details to these recordings or documentations requests.
- 15.** All City personnel must be appropriately LEDS and Criminal Justice Information System ("CJIS") trained and certified. Should the clearance or certification status of any City staff member be suspended or terminated for any reason, City will immediately notify County.
- 16.** City will be allowed access to County CAD system. City 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. County reserves the right to do a site inspection to verify these circumstances for CJIS compliance and/or auditing purposes.
- 17.** County will furnish at no cost to City 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 City's 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 City. That service would be negotiable based on County's contract rates. This provision of service is restricted solely to City and does not include any services involving Coburg Fire vehicles, base radio resources or repeaters.

18. City will adhere to County computer access requirements, as described in Attachments 1 and 2.

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Exhibit B – Access Requirements

The City of Coburg (“City”), on behalf of the Coburg Police Department, continue the partnership with Lane County (“County”), on behalf of the Lane County Sheriff’s Office, to provide dispatching and related services by remotely utilizing County computer system and access. City will follow County policies, practices and securities regarding this access.

--COMPUTER CONNECTS

--REMOTE ACCESS

--SECURITY REQUIREMENTS

1. It is the policy of County that all third parties such as City who are given access to County’s computer network, which includes access to County’s Remote Computer-Aided Dispatch (“CAD”) via the Lane County network, must agree to follow Lane County’s Administrative Procedures Manual (“APM”) Computer Use Policy (APM, Chapter 1/Section 22). Any third party must also be able to demonstrate compliance with the related Lane County policies. This includes staying current on all patches on equipment being used for remote access to County’s CAD. Additionally, City will be subject to user access auditing or other auditing as could be required for a County Criminal Justice Information System (“CJIS”) or other regulatory audit.
2. No personally-owned equipment will be used to access County’s Remote Access CAD. All equipment used for that purpose must be the property of City.
3. City staff accessing County Remote Access CAD will be required to sign Lane County Technology Services’ Third Party Requirements/User Acknowledgment form. Coburg PD staff using remote access will also acknowledge receipt of Lane County Administrative Procedures Manual/Chapter 1, Section 22 – Use of County Computer and Communication Resources. This document is being provided solely as it applies to City’s remote access to County’s network for purposes of accessing County Remote Access CAD. In no way does it apply to any other aspect of City’s business.
4. City will be responsible for all upkeep, maintenance and troubleshooting that is required due solely to city-owned equipment or internet connection issues.

Third Party Remote Access Agreement Requirements for LCSO Remote Access CAD:

1. Secure remote access must be strictly controlled. Control will be enforced via password authentication.
2. At no time should any Coburg Police Department user share his/her login with anyone.
3. Non-standard hardware configurations on devices accessing the Lane County network via LCSO Remote Access CAD must be declared and approved by Lane County.
4. All hosts that are connected to Lane County internal networks via remote access technologies must use the most up-to-date anti-virus software and be on current operating versions.

I understand that this access and the work being conducted may be audited by Lane County or by a regulatory agency.

I agree to abide by the terms of this remote access user agreement and acknowledge receipt of the Lane County APM, Chapter 1, Section 22, *Use of County Computers and Communication Resources*.

Printed Name: _____

Signature: _____ Date: _____