

INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH OF EMERGENCY AND
NON-EMERGENCY COMMUNICATION SERVICES

1.0 DATE

The date of this agreement is July 1, 2024.

2.0 PARTIES

An agreement between Umatilla County ("County") and the City of Hermiston ("City") for dispatch services and emergency communications services.

3.0 RECITALS

Whereas Umatilla County Sheriff's Office currently operates a 24-hour Dispatch Center ("Dispatch Center") located within the Umatilla County Justice Center, 4700 Pioneer Place, Pendleton, Oregon, and

Whereas ORS 190.010 authorizes the County and the City to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

4.0 PURPOSE

The parties agree to have the County provide the emergency and non-emergency communication dispatch services for the City under the terms and conditions of the agreement.

5.0 TERM

The initial term of this contract will be from July 1, 2024 to June 30, 2025 and may be terminated by either party upon a 365 day written notice to the other party, the Hermiston Police Chief or the Umatilla County Sheriff, as the case may be. This contract will automatically renew for additional one year periods unless terminated as described above.

6.0 COUNTY RESPONSIBILITIES The County will:

A. Answer emergency 9-1-1 calls for the citizens of the city of Hermiston. Emergency calls will be given priority over non-emergency calls.

B. As part of the Dispatch Center, provide dispatch services on a 24-hour basis for police service and after hours, weekend, and holiday emergency dispatch for City Public Works and Parks Departments.

C. Dispatch in accordance with all applicable laws and regulations and practices of the City as they may be implemented or changed after consultation and consent.

D. Provide written and recorded logging, law enforcement data service and other reasonable services and assistance in connection with the communication services. Enter "Calls for Service" into the CAD/RMS computer system (currently Sun Ridge Systems, Inc.) for Hermiston Police Department.

E. Morrow County will be a hot backup center to provide seamless dispatch services in the event of an emergency.

F. Consult with the Hermiston Police on equipment, computer software, budget, procedures, and operation of the center and ensure no significant changes are implemented without express approval of the majority of entities the County dispatches for.

G. Set up a special fund for dispatch operations, entitled Dispatch Reserve Fund, for equipment purchases and maintenance costs and provide a copy of the annual audit of this fund to the City. Any balance in this fund at the end of the fiscal year will be carried over as a beginning balance for the next fiscal year.

H. County shall retain control of its Communication Center personnel and their performance of services under this agreement. All such personnel performing services for the county pursuant to this agreement shall be County employees. County personnel are certified as Telecommunicators and Emergency Medical Dispatchers.

I. County will provide regular updates to the City in regards to any complaints of public or private concerns. County will respond to and address complaints in accordance with best practices, collective bargaining agreements, and update City as to the outcomes.

J. County will host quarterly meetings with the oversight committee appointed by the Umatilla County Commissioners to discuss all facets of the Communications Center operations that affect the City of Hermiston.

7.0 CITY RESPONSIBILITIES

The City will:

A. Beginning July 1, 2024, City will pay \$476,842 to County, on a periodic basis, upon receiving bill from County, no less frequently than monthly. This amount is based on a pro rata net cost associated with the operation of the dispatch center based on net assessed value. This amount may be adjusted annually if the base amount of cost and/or resources changes. Some anticipated changes could include final personal services expenses arising from contract negotiations with Umatilla County Law Enforcement Association for services after July 2025, legislative and other changes to the Public

Employee Retirement System and other actions affecting the amount of resources. Due to the state budgeting, funding for the program may change during the year, and as a result the costs for the fiscal year and contributing agency fees are subject to change and the amount of payments may be opened for further negotiation between the parties.

B. 911 funds collected by the State of Oregon for the City will be deposited to the County by Oregon Emergency Management. These funds are for answering 911 calls for the City.

C. Consult with the County on equipment, computer software, budget, procedures and operation of the center.

D. City will provide opportunity for patrol staff to view dispatch operations at the center for up to four hours per year.

E. City will respond to and address complaints in accordance with best practices, collective bargaining agreements and update the County as to the outcomes.

8.0 HOLD HARMLESS

To the extent permitted by law, the parties will hold each other harmless and will indemnify the other from any and all causes of action, judgments, claims, damages, or otherwise arising out of its sole and solitary acts under this agreement.

9.0 SUCCESSOR AGREEMENTS

9.1 The parties intend to negotiate a successor agreement that will provide for a continuation of cooperative dispatch services, including equipment and software maintenance and replacement, with the costs of those services to be allocated on a mutually agreed formula.

9.2 In the event another entity desires to become a party to this agreement, within 30 days of the execution of an agreement including the other entity, the amount paid to County by City will be reallocated on a mutually agreed formula.

10.0 DISPOSITION ON TERMINATION

In the event this agreement is terminated or not renewed, the equipment located at the location of a party will be considered the property of that party.

CITY OF HERMISTON

UMATILLA COUNTY

Celinda A. Timmons
Chair, Board of Commissioners