

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY COMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF LAKE OSWEGO, an Oregon municipal corporation (hereinafter "Lake Oswego"), and the CITY OF SANDY, an Oregon municipal corporation (hereinafter " Sandy").

WITNESSETH:

RECITALS

1. Lake Oswego operates through its Police Department, Communications Division, a public safety dispatching facility (hereinafter "LOCOM") to provide public safety dispatching services to fire and police departments of Lake Oswego, and the City of West Linn and City of Milwaukie police departments.
2. The parties to this Agreement desire for LOCOM to also provide warrant confirmation and associated limited information entries to the state and national law enforcement database systems for the City of Sandy.
3. The parties acknowledge that they have authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.010.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Services to be Provided. Lake Oswego, through LOCOM, shall provide warrant confirmation and limited state and national law enforcement database system entry services through the Law Enforcement Data System (hereinafter LEDS) and the National Crime Information Center (hereinafter NCIC) for Sandy Police Department for the period of July 1, 2025, through June 30, 2027, as outlined on the attached Exhibit A.
 - a. All days and hours, LOCOM will confirm warrants. Sandy will provide LOCOM original physical copies of Municipal Warrants.
 - b. Weekdays between 5:00 pm and 8:00 am and on weekends and holidays, LOCOM will enter and/or remove priority information from LEDS and NCIC databases as set forth in Exhibit A.
 - c. LOCOM is a public safety answering point, and must prioritize those duties. The database system entries subject to this agreement are a lower priority, as outlined on Exhibit A. Best efforts will be made to complete warrant confirmation in the LEDS/NCIC required timelines.
 - d. LOCOM is authorized to utilize Sandy Police Department's Originating Agency Identifier (ORI) to execute these transactions.
 - e. LOCOM will develop protocols for the database entry and the confirmation process, along with any other necessary protocols to ensure accurate and timely transactions. Sandy must agree in writing to the protocols before services under this agreement commence.
 - f. LOCOM will take all reasonable and necessary steps to ensure that its services under this Agreement are provided in a manner that follow current Criminal Justice Information Security policies and procedures and/or other applicable State and/or Federal laws.
2. Control. The manner of LOCOM's performance of LEDS/NCIC services, including but not limited to the establishment of standards of personnel performance, the hiring, supervision and discipline of LOCOM employees, and all other matters incident to LOCOM 's performance of such services shall be under the exclusive authority of Lake Oswego.

3. Obligation of Lake Oswego to Provide Labor and Equipment. Lake Oswego shall provide personnel with required qualifications to make national and state database entries, supervision, equipment and supplies necessary to maintain the services to be rendered under this Agreement.
4. Obligation of Both Parties. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party in any way related to this Agreement.
5. Consideration. Sandy shall pay Lake Oswego as set forth for Sandy in Exhibit B, with the first payment within 30 days of this Agreement being executed, and the second year's payment within 30 days of the first anniversary of this Agreement.
6. Indemnity and Hold Harmless. Subject to the limitations of the Oregon Tort Claims Act ORS 30.260 *et. seq.*, and the Oregon Constitution:
 - a. Except to the extent caused by the acts or omissions of Sandy or its officers, agents and employees, Lake Oswego hereby covenants and agrees to defend, indemnify and hold Sandy and its officers, agents, and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any negligent act or omission of Lake Oswego or its officers, agents and employees in the performance of the duties to be performed by Lake Oswego under the terms of this Agreement. (Employees of LOCOM shall be deemed to be employees of Lake Oswego not as agents or employees of Sandy.)
 - b. Except to the extent caused by the acts or omissions of Lake Oswego, its officers, agents or employees, Sandy hereby covenants and agrees to defend, indemnify and hold Lake Oswego and its officers and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any act or omission of Sandy, its agents, officers, and employees in the performance of its duties under the terms of this Agreement or relating in any way to this Agreement, including without limitation the accuracy or timelines of the information and data provided to LOCOM.The indemnity obligations in this Section 6 shall survive termination or expiration of the Agreement.
7. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.
8. Termination of Agreement. Lake Oswego may terminate this Agreement at any time for non-payment of any sum when due as required by Section 5 of this Agreement upon 30 days' notice of nonpayment. Otherwise, either party may terminate this agreement effective 180 day after providing written notice of termination to the other party.
9. Non-appropriation. Either party may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Sandy, in the event that party fails to receive funding, appropriations or other expenditure authority at levels sufficient to perform the services set forth in this Agreement.
10. Amendment Provisions. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this Agreement, and

shall be executed by the parties.

11. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement due to natural disaster, acts of war, actions or decrees of governmental bodies, or communications line or power failure extending more than 72 hours, or other unforeseeable circumstances beyond the control of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately give notice to the other Party and shall do everything reasonably possible as determined by the affected party's City Manager or designee under the circumstances to resume performance. If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
12. No Third Party Beneficiaries. The parties expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
13. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
14. Remedies, Oregon Law, Dispute Resolution and Forum. The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
15. Waiver. The failure of a party to insist upon the strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such terms, but the same shall continue and remain in full force and effect. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Integration. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on the subject.

18. ~~Notice.~~ Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Lake Oswego: Martha Bennett, City Manager
City of Lake Oswego
P.O. Box 369
Lake Oswego, OR 97034

Sandy: Tyler Deems, City Manager
City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of the signatures below.

CITY OF SANDY

CITY OF LAKE OSWEGO

City Manager

City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Sandy City Attorney

 Digitally signed by Evan Boone
Date: 2025.03.11 11:00:45 -07'00'

Lake Oswego Deputy City Attorney

EXHIBIT A

LOCOM will:

1. In compliance with LEDS/NCIC policies, verify and confirm all warrants, stolen and other “hits” by telephone and teletype on behalf of Sandy; including missing persons, stolen vehicles or license plates, firearms, articles, vehicle impounds.
2. Compose and send all time critical messages using the state and national computerized files.
3. Maintain the warrant file for Sandy’s municipal court.
4. Enter all missing persons, stolen vehicles or license plates, firearms and vehicle impounds. LOCOM will enter or remove articles after hours when entry or removal is a priority tied to public or officer safety and necessary for investigative purposes.
5. Modify missing persons, stolen vehicles or license plates, firearms and vehicle impounds when appropriate to ensure the data is as comprehensive as possible.
6. Upon request, enter articles when needed for priority investigative purposes and a serial number or owner applied number is known.
7. Upon request, enter emergency protection orders and temporary orders.

Sandy will:

1. Provide sworn staff for after-hours confirmation of all non-warrant entries.
2. Enter Sandy’s warrants into LEDS/NCIC. A fax copy, electronic copy or the original warrant must be received at LOCOM the same business day. If a fax or electronic copy is submitted, the original warrant must be mailed to LOCOM.
3. Maintain staff to handle entries, confirmations and routine LEDS/NCIC communication functions during business hours, for all LEDS/NCIC functions except warrants.
4. Authorize LEDS to route all after-hours communication to an appropriate LEDS mnemonic for LOCOM.

Both Parties Acknowledge:

LOCOM is able to provide this service because it is a 24-HOUR emergency communications center. LOCOM’s workload is prioritized AS LISTED BELOW to ensure the Center’s primary duties are not compromised:

- a. Priority public safety dispatching services and the handling of all emergency phone calls before any other tasks.
- b. LEDS requests requiring a ten (10) minute confirmation, and in most cases, missing person entries.

- c. Non-emergency police, fire and EMS matters and business lines.
- d. LEDS/NCIC entries: stolen vehicles, plates, firearms and vehicle impounds.

Exhibit B

Agency	Year 1	Year 2
Canby Police Department	15,800.00	17,300.00
Gladstone Police Department	3,900.00	4,200.00
Molalla Police Department	3,900.00	4,200.00
Oregon City Police Department	27,500.00	30,300.00
Sandy Police Department	9,300.00	10,200.00