

RESOLUTION NO. 1267

A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY AND CROOK COUNTY FIRE & RESCUE REGARDING THE OPERATION AND GOVERNANCE OF THE 911/DISPATCH CENTER

WHEREAS, the City of Prineville ("City") owns and operates the 911/Dispatch Center that is located at the City's Police Department; and

WHEREAS, the previous agreement between Crook County ("County") and City is outdated and no longer reflects the current governance and operation of the 911/Dispatch Center; and

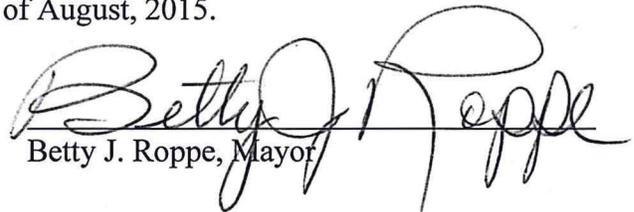
WHEREAS, City, County, and Crook County Fire & Rescue have reached an agreement which is consistent with the current operation and governance of the 911/Dispatch Center; and

WHEREAS, County has signed the Agreement; and

WHEREAS, City staff believes it is in the best interest of the City to approve and execute the Agreement;

NOW, THEREFORE, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City, County, and Crook County Fire & Rescue is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Passed by the City Council this 11th day of August, 2015.


Betty J. Roppe, Mayor

ATTEST:


Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL Agreement (“Agreement”) is entered into effective July 1, 2015, by and between the **City of Prineville**, an Oregon municipal corporation (“City”), **Crook County**, a political subdivision of the State of Oregon (“County”), and **Crook County Fire & Rescue**, an Oregon special district organized pursuant to ORS Chapter 478 (“District”), collectively the “Parties” and individually a “Party.”

RECITALS:

- A. City, County, and District are authorized, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. City owns and operates a 911/dispatch center that is located at the City’s Police Department, is administered by City’s Chief of Police (the “Chief”) and has provided 911/dispatch services to the City, County, District, and others in previous years.
- C. An agreement was entered into by County and City on February 1, 1984, for the development and operation of a 911 emergency telephone system for Crook County and to provide funding for the 911/dispatch operations.
- D. Since the 1984 agreement, the 911/dispatch center operations funding and operating structure has changed and the Parties desire to enter into a new agreement regarding the operation and governance of the 911/dispatch center.
- E. The Parties have orally agreed on such an agreement and desire to memorialize that agreement.

IN CONSIDERATION of the following covenants, the Parties agree as follows:

- 1. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
- 2. The Chief shall designate a City employee to manage the 911/dispatch center and be in charge of 911/dispatch operations (the “Director”). The Director’s duties shall include, but not be limited to the following:
 - a. Proposing to the Chief the budget for 911/dispatch operations, including purchase of capital improvements;
 - b. Responsibility for administration, budget, and personnel functions, including evaluating, supervising, and recommending hiring, disciplining, and terminating employees who work as dispatchers for the 911/dispatch center;

c. Responsibility for call answering, dispatching, records, communications, security, and other 911/dispatch center functions in conformance with the rules, policies, plans, and procedures of the City and the recommendations of the advisory committee;

d. Implementation of policies for the expenditure of budgeted items and operation of the 911/dispatch center.

3. The Chief shall:

a. Be responsible for the hiring, disciplining, and terminating of employees who work as dispatchers for the 911/dispatch center; and

b. Present to the City budget committee the proposed budget for the 911/dispatch center operation as part of the City budget and in accordance with Oregon Local Budget Law.

4. There shall be a three member advisory committee to the Director consisting of the City's Chief of Police, or his or her designee; the County Sheriff, or his or her designee; and the District's Fire Chief, or his or her designee. Regular meetings of the advisory committee shall be held not less than bi-monthly. A majority of the advisory committee may call a special meeting of the advisory board. Regular meetings shall be held at a time and place designated by a majority of the advisory committee members. Members of the advisory committee shall attempt to agree on the time and place of any special meeting and if they cannot agree, a majority of the advisory committee members shall set the time and place of the meeting and give the third committee member not less than seven (7) days' prior notice. If an advisory committee member is unable to attend a meeting, he or she may designate a person to attend the meeting in place of the committee member unable to attend.

5. Funding for the 911/dispatch center shall be derived from the following:

a. State of Oregon 911 tax revenue;

b. Grants;

c. Monies received from agencies (other than a Party) that are dispatched through the 911/dispatch center;

d. Fees for each "Party's share of calls." Each Party's share of calls is defined as the percentage of 911/dispatch calls determined by dividing the total number of 911/dispatch calls within a calendar year in which any Party is dispatched divided into the number of 911/dispatch calls within a calendar year in which a Party is dispatched, multiplied by the difference between the budget line item for 911/Dispatch for a specific fiscal year and the funding estimated to be received pursuant to 5 a., b., and c. of this Section 5 in the same fiscal year.

6. The budget for 911/dispatch shall be part of the City's budget. Maintenance and repair of the 911/dispatch equipment, including the towers shall be included in the 911/dispatch budget.

7. Each Party authorizes the other Parties to operate under any Party's FCC frequency license.

8. This Agreement shall become effective July 1, 2015, and continue until a Party gives not less than six (6) months' prior notice to the other Parties of its intent to withdraw from this Agreement. The Agreement will then terminate on the date set out in such notice.

9. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by any Party.

10. None of the Parties are, by virtue of this Agreement, a partner or joint venturing with any other Party and no Party shall have any obligation with the respect to any other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.

11. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300,

a. City shall defend, save, hold harmless, and indemnify County and District and its officers, employees, and agents respectively from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement, and

b. County shall defend, save, hold harmless, and indemnify City and District and its officers, employees, and agents respectively from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.

c. District shall defend, save, hold harmless, and indemnify City and County and its officers, employees, and agents respectively from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Agreement.

d. No Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. No Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

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12. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. The failure by any Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

14. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

15. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following internet address, or at such other address, facsimile number, or email address as a Party mail designate by like notice to the other Parties:

To: City of Prineville
387 NE Third Street
Prineville, OR 97754
Attn: City Manager
Fax: 541-447-5628
sforrester@cityofprineville.com

To: Crook County
300 NE Third Street
Prineville, OR 97754
Attn: County Judge
Fax: 541-416-0353
jeff.wilson@co.crook.or.us

With Copy To:
Attn: Prineville Police Chief
400 NE Third Street
Prineville, OR 97754
Fax: 541-447-8619
lstiles@prinevillepd.org

Attn: Crook County Sheriff
308 NE Second Street
Prineville, OR 97754
Fax: 541-416-0353
jim.hensley@co.crook.or.us

To: Crook County Fire & Rescue
500 NW Belknap Street
Prineville, OR 97754
Attn: Fire Chief
Fax: 541-447-2705
msmith@ccf-r.com

Any notice or other communication shall be deemed to be given a) on the date of personal delivery; b) at the expiration or the second day after the date of deposit in the United States mail; c) on the date of confirmed delivery by facsimile; or d) on the date of confirmed emailing.

16. This Agreement may not be modified or amended except by writing signed by all the Parties.

17. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

18. This Agreement supersedes and replaces the agreement between County and City dated February 1, 1984, and recorded as MF No. 7141, Miscellaneous Records of Crook County, Oregon, and an agreement between City and County dated January 27, 1998, and recorded January 29, 1998, as MF No. 138687, Miscellaneous Records of Crook County, Oregon, and the agreement dated July 11, 2001, between City and County, as well as any other agreements between the Parties, or any of the Parties, regarding the 911/dispatch services.

19. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall 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 shall constitute an original.

CROOK COUNTY

BY: _____

(printed name)

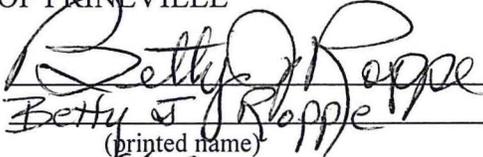
BY: _____

(printed name)

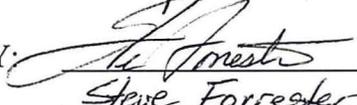
BY: _____

(printed name)

CITY OF PRINEVILLE

BY: 

Betty J. Roppa
(printed name)

BY: 

Steve Forrester
(printed name)

CROOK COUNTY FIRE AND RESCUE

BY: _____

(printed name)

BY: _____

(printed name)

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CROOK COUNTY

BY: _____

(printed name)

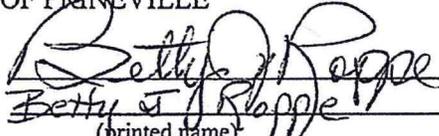
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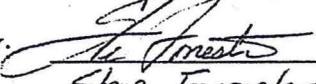
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BY: _____

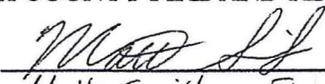
(printed name)

CITY OF PRINEVILLE

BY: 
Betty J. Rogge
(printed name)

BY: 
Steve Forrester
(printed name)

CROOK COUNTY FIRE AND RESCUE

BY: 
Matt Smith Fire Chief
(printed name)

BY: N/A

(printed name)

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CROOK COUNTY

CITY OF PRINEVILLE

BY: 
Mike McCabe, County Judge
(printed name)

BY: _____
(printed name)

DATE: Aug. 5, 2015

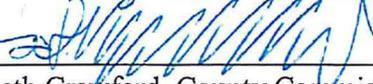
DATE: _____

BY: 
Ken Fahlgren, County Commissioner
(printed name)

BY: _____
(printed name)

DATE: Aug. 5, 2015

DATE: _____

BY: 
Seth Crawford, County Commissioner
(printed name)

CROOK COUNTY FIRE AND RESCUE

DATE: Aug. 5, 2015

BY: _____
(printed name)

DATE: _____

BY: _____
(printed name)

DATE: _____