



RESOLUTION NO. 7048

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH LINN COUNTY FOR DISPATCH SERVICES

WHEREAS, Linn County Sheriff's Office currently provides fire and medical dispatching services for emergency and non-emergency calls to all Linn County fire agencies as well as Linn County law enforcement; and

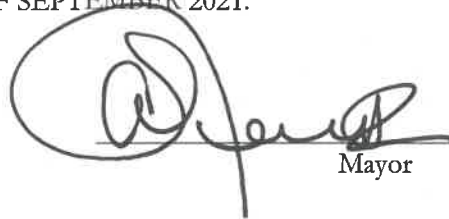
WHEREAS, Dispatch from a centralized location allows public safety agencies to coordinate and respond with all necessary resources; and

WHEREAS, Albany Fire Department participates on a user board to collaborate on dispatch operations and policies, and funds the necessary communications equipment for the City to connect with LCSO; and

WHEREAS, the fire department may continue annual review and renewal of the agreement for dispatch services with Linn County as needed.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute an intergovernmental agreement with Linn County for dispatch services (Attachment A).

DATED AND EFFECTIVE THIS 22ND DAY OF SEPTEMBER 2021.



Mayor

ATTEST:



City Clerk



AGREEMENT FOR DISPATCH SERVICES

This agreement, effective as of the 1st day of July, 2021, by and between LINN COUNTY OREGON, a political subdivision of the State of Oregon, and the SHERIFF OF LINN COUNTY, hereinafter called "SHERIFF," and the CITY OF ALBANY FIRE DEPARTMENT, hereinafter called "SUBSCRIBER."

WITNESSETH:

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform, and ORS 206.345 authorizes SHERIFF to enter into certain agreements, jointly with the governing body of the county, and

WHEREAS, SHERIFF operates a central 9-1-1 telephone Public Safety Answering Point (PSAP) and a dispatch facility to provide services to various public safety agencies of or within Linn County, and

WHEREAS, SUBSCRIBER desires to contract for the dispatching of its fire and emergency medical services by the SHERIFF, and

WHEREAS, SHERIFF is agreeable to rendering such services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. SHERIFF and SUBSCRIBER mutually agree and intend that this agreement replace and supersede the previous agreement bearing Linn County Order No. 90-288, dated May 2, 1990, and that such previous agreement from 1990 is no longer in effect.
2. SHERIFF agrees to provide dispatching services for SUBSCRIBER to the extent and manner herein set forth. The dispatching services shall include 24-hour-per-day staffing of dispatch personnel for dispatch of fire and medical service requests; emergency and routine radio communication with police and fire user agencies; communications between users and other resources relating to the functions of user agencies; and other specific functions needed and requested by user agencies to aid in the performance of their functions (specific services for fire and emergency medical described in Exhibit A).
3. SUBSCRIBER agrees to participate in the dispatch User Board to the extent and manner herein set forth. Business for the User Board shall be conducted at regularly scheduled Linn Fire Defense Board meetings. The User Board shall assist with the development and ongoing review of dispatch policies relating to performance; staff hiring, training and incident review (specific activities of the User Board are described in Exhibit B). As a member of the User Board, SUBSCRIBER will have equal voice and voting powers with all other members.
4. Control over dispatch service, the discipline of employees, and other matters incident to the performance of such services and control of the personnel so employed, shall remain the responsibility of the SHERIFF.
5. For the purposes of performing such functions, SHERIFF shall furnish and supply all necessary labor, supervision and sundry supplies necessary to maintain the level of services to be rendered hereunder.

6. SUBSCRIBER agrees to provide telephone, radio and other necessary related equipment which is particular to SUBSCRIBER's dispatch operation and different than equipment used at the inception of this agreement by SHERIFF, and to maintain said equipment in a serviceable condition. Should a user or a group of users require the installation of equipment or performance of special services dedicated to their function, to the exclusion of others, that user or group of users will bear the entire cost of such equipment, installation, maintenance, and operation. Title to this equipment shall remain with the SUBSCRIBER or other owner unless it is otherwise acquired by the SHERIFF through mutual consent of both parties. Such equipment for which SUBSCRIBER is responsible under this agreement shall be specifically identified in Exhibit C.
7. SHERIFF hereby covenants and agrees to hold and save SUBSCRIBER and all of its officers, agents and employees harmless from all claims whatsoever that might arise against SUBSCRIBER, its officers, agents, or employees as a result of the performance of the duties to be performed by SHERIFF by the terms of this agreement. By so doing, SHERIFF, its officers and employees shall not be deemed to have assumed any liability for acts of SUBSCRIBER, or of any officer, agent, or employee thereof, and SUBSCRIBER hereby covenants and agrees to hold and save SHERIFF and all its officers and employees harmless from all claims whatsoever that might arise against SHERIFF, its officers or employees, by reason of any act of SUBSCRIBER, its agents, officers and employees.
8. The term of this agreement shall be continuous from July 1st through June 30th on a fiscal year basis until such time as this contract is terminated by either party. Notification of intent to terminate must be received by the other party at least 180 days prior to the end of the fiscal year covered by the current or existing contract. Termination will become effective at midnight of the last calendar day of the fiscal year in which such notice is given.
9. In consideration of the services provided for hereinabove and the attached exhibits, SUBSCRIBER agrees to pay SHERIFF \$271,584.00 for the fiscal year beginning 2021-2022, and thereafter until further amendment, with said sum to be paid in one payment, invoiced on December 15th, and due within 60 days.
10. Contract costs for future years will be submitted to SUBSCRIBER not later than December 1st of the preceding fiscal year. Future years costs will be based on proportionate personnel and materials and supplies increased costs and user activity.
11. This agreement may be amended only by joint written agreement of the parties hereto.

IN WITNESS WHEREOF the parties have caused these premises to be executed by their appropriate officers, all on the day and year first above written.

By: _____
Chief Shane Wooton

By:  _____
Sheriff Jim Yen

LINN COUNTY BOARD OF COMMISSIONERS


Roger Nyquist, Chairman


Sherrie Sprenger, Commissioner


William C. Tucker, Commissioner

5-11-2021

APPROVED AS TO FORM:

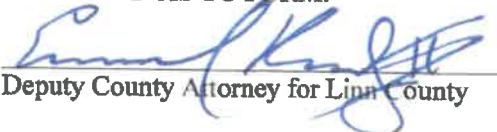

Deputy County Attorney for Linn County

EXHIBIT A

BASIC SERVICES PROVIDED TO FIRE USERS

SHERIFF will provide fire and medical dispatching services utilizing trained emergency communications personnel on a 24-hour-a-day-basis. In this capacity, SHERIFF will:

Determine the nature of emergency calls and dispatch the appropriate fire and/or medical response based upon approved dispatch policies and procedures.

Alert and/or dispatch adjacent departments or districts in cases of borderline, supplemental or mutual aid response.

Alert and/or dispatch Medic units, as requested by fire responders, on emergency medical responses.

Alert local, state and federal agencies as requested to scenes of chemical and hazardous material incidents including spills and accidents.

Alert public utilities, such as electric, telephone and natural gas as requested to fire or accident scenes.

Alert and/or dispatch law enforcement assistance as requested for traffic control, crowd control, or where fire department personnel, the public or property may be threatened by personal injury or destruction.

Provide paging to departments who utilize the paging system.

Provide a log of incoming calls and radio transmissions. These records will provide all information, time of receipt, dispatch, arrival and clearing of the scene as well as other dispatch related information as requested. Recordings and logs shall be maintained for a period of seven (7) months, or longer, upon official request of command personnel. Hard copy records of such requests shall be maintained for a period of three (3) years.

Act as liaison between fire units, law enforcement agencies and other fire and emergency services in Linn County and surrounding areas as required.

Make telephone calls on the behalf of fire personnel, as required, to aid at the scene of a fire, hazardous materials scene or medical emergency.

EXHIBIT B

USER BOARD ACTIVITIES AND RESPONSIBILITIES

A User Board is created consisting of one person from each agency who directly contracts for dispatch services with the SHERIFF. The agency participant will be the department head or his/her designee with the authority to represent the department head.

User Board will meet a minimum of quarterly and will also conduct an annual review of dispatch services.

User Board will assist the SHERIFF with the development of goals, objectives and performance standards for dispatch.

A quorum for the conducting of business will be a minimum of fifty percent (50%) of the User Board.

The User Board will participate in communications personnel training as required.

Dispatch Incident Review:

The User Board will assist in the review of dispatch incidents.

An Incident Review meeting may be called by any User Board member or the Communications Director.

One dispatcher not involved in the incident will participate in the review and be eligible to vote.

The User Board will be responsible for recommending if the incident requires corrective action:

1. Is the dispatch policy/standard adequate and correct? If not, recommend correction.
2. If the dispatch policy/standard is adequate and correct, was it followed by dispatch personnel? If not, identify the specific problem and recommend corrective training.

EXHIBIT C

SUBSCRIBER'S RESPONSIBLE EQUIPMENT

All portable and mobile radios, base stations, telephones, pagers, cellular/mobile devices and other equipment not under the SHERIFF'S direct control at the dispatch center or dispatch radio sites.