

INTERGOVERNMENTAL AGREEMENT TO PROVIDE 9-1-1 AND DISPATCH SERVICES

This Intergovernmental Agreement to Provide 9-1-1 and Dispatch Services (this "Agreement") is made and entered into on September 11, 2018, but made effective for all purposes as of January 1, 2019 (the "Effective Date") between Grant County ("County"), a political subdivision of the State of Oregon, City of Canyon City ("Canyon City"), an Oregon municipal corporation, City of Dayville ("Dayville"), an Oregon municipal corporation, City of Granite ("Granite"), an Oregon municipal corporation, City of John Day ("John Day"), an Oregon municipal corporation, City of Long Creek ("Long Creek"), an Oregon municipal corporation, City of Monument ("Monument"), an Oregon municipal corporation, City of Mount Vernon ("Mt. Vernon"), an Oregon municipal corporation, City of Prairie City ("Prairie City"), an Oregon municipal corporation, City of Seneca ("Seneca"), an Oregon municipal corporation, John Day Rural Fire Protection District ("JD District"), Mount Vernon Rural Fire Protection District ("MV District"), and Prairie City Rural Fire Protection District ("PC District"). For purposes of this Agreement, County, Canyon City, Dayville, Granite, John Day, Long Creek, Monument, Mt. Vernon, Prairie City, Seneca, JD District, MV District, and PC District will be individually referred to herein as a "Party" and collectively the "Parties"; User(s) refers to the agency(ies) contracting with Agency for Dispatch Services as more particularly described in this Agreement and the attached Exhibit A.

RECITALS:

A. The Parties desire to contract for 9-1-1 services and police, fire, and ambulance dispatch services on a 24-hour basis. The Parties find that provisions of reliable 9-1-1 and dispatch services necessitate the establishment of an intergovernmental entity under ORS chapter 190, which intergovernmental entity will provide Dispatch Services and operate the Dispatch Center.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Grant County Emergency Communications Agency.

2.1 Formation; Responsibility. The Parties hereby create the Grant County Emergency Communications Agency ("Agency"), an intergovernmental entity created pursuant to ORS chapter 190. Agency will have responsibility and authority for public safety communications and functions incidental thereto, including, without limitation, communicating, dispatching, relay, and call transfer in the furtherance of public safety and emergencies within the Service Area. Except as otherwise provided in this Agreement and/or ORS chapter 190, Agency will have the authority to oversee and direct operation and performance of the Dispatch Center and Dispatch Services and such other responsibilities as may be assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Agency will have the following general powers: (a) adopt, through action of the IGC, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of Agency and/or this Agreement; (b)

perform and exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to perform or cause to be performed the Dispatch Services; and (c) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Agency and/or this Agreement.

2.2 Purpose. Agency's purposes include, without limitation, the following: (a) to establish and maintain consolidated public safety communications services; (b) to authorize joint communications services in accordance with ORS chapter 190; (c) to provide improved police, fire, and medical aid service communications within the Service Area and to the Users; (d) to provide consolidated telephone, radio, and alarm communications services for participating local government units; (e) to establish and maintain such services that will be of substantial benefit to the citizens of the Service Area and the public in general; (f) to negotiate collective bargaining agreement(s) with Telecommunicators; and (g) to carry out such other necessary and/or appropriate responsibilities and/or functions as provided by the Parties.

3. Intergovernmental Council.

3.1 Membership; Meetings.

3.1.1 Agency will be governed by the Intergovernmental Council (the "IGC"). For purposes of this Agreement, the IGC will consist of thirteen (13) members and the governing body of each of the following will appoint one of its elected officials to serve as an IGC member: County, Canyon City, Dayville, Granite, John Day, Long Creek, Monument, Mt. Vernon, Prairie City, Seneca, JD District, MV District, and PC District. If a vacancy occurs on the IGC, the vacancy will be filled by the governing body of the Party that appointed the departed IGC member. The IGC will elect a chairperson, vice-chairperson, and a secretary from its membership, each of whom will serve a two-year term. The chairperson will preside at all meetings of the IGC and perform other duties prescribed by the IGC from time to time.

3.1.2 A majority of the then-appointed IGC members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence of a quorum is necessary to decide any question before the IGC. IGC meetings are subject to the Public Meetings and Public Records laws of the State of Oregon. Regular meetings of the IGC will be held at least quarterly at such day, time, and place as determined by the IGC. Subject to applicable law, special meetings may be called by the chairperson as needed and within seven days after receiving a request from two or more members of the IGC. Each IGC member will be entitled to an equal vote in all IGC decisions.

3.2 Authority. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the IGC will have the powers set forth in this Section 3.2.

3.2.1 Powers. The IGC will have the authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Agency's operations; (b) review and approve Agency's budget pursuant to applicable law, including, without limitation, ORS 294.900 to 294.930 (to the extent applicable); (c) determine each Party's projected share of Operating Expenses in accordance with this Agreement; (d) approve capital purchase requests, if not previously approved in the budget; (e) review performance relative to the implementation of Agency's policies and its budget;

and/or (f) carry out such other activities as are necessary, required, and/or implied to accomplish the purposes of Agency, this Agreement, and/or as provided in ORS chapter 190.

3.2.2 Limitation on Powers. The IGC will not have the authority to perform the following: (a) commit the taxing authority or general funds of the governing body of any Party; (b) impose ad valorem property taxes; and/or (c) expend funds in excess of the amount of funds received from the Parties, Users, and State of Oregon 9-1-1 tax revenue for a fiscal year.

3.3 Delegation of Powers. The IGC may authorize a person or persons (including, without limitation, a Party), or the manner of designating a person or persons, to exercise some or all the powers which would otherwise be exercised by the IGC, including, without limitation, overseeing the Dispatch Center and/or performing the Dispatch Services. To the extent so authorized, any such person or persons will have the duties and responsibilities of the IGC, and the IGC will be relieved to that extent from such duties and responsibilities.

4. Dispatch Services; Dispatch Center; Agency Management.

4.1 Dispatch Services. Agency will perform (or cause to be performed) and provide public safety dispatch services for and on behalf of the Users, including, without limitation, the following (collectively, the "Dispatch Services"): (a) 24-hour per day answering of emergency telephone lines, including, without limitation, 9-1-1 calls for fire, police, and emergency medical service requests; (b) radio communications with responders regarding emergency and routine matters; (c) such other services designated by the IGC necessary to carry out Agency's purposes under Section 2.2; and (d) those dispatching and other services for public safety purposes as set forth in Exhibit B. Agency will perform the Dispatch Services on a 24-hour per day, seven days a week basis. Agency will provide the Dispatch Services in accordance with SOPs.

4.2 Dispatch Center; Director. The Director will operate and manage the Dispatch Center, supervise the Dispatch Services, and serve as the operational head for the Dispatch Center. Subject to the terms and conditions contained in this Agreement, the Director will be responsible for all day-to-day operations, administration, and personnel functions of the Dispatch Center, including, without limitation, dispatching, record-keeping, communications, security, and other Dispatch Center functions subject to and in accordance with the SOPs. Without otherwise limiting the immediately preceding sentence, the Director will perform financial and administrative functions of Agency including, without limitation, the following: (a) contracting, employing, and supervising all personnel assigned to and/or employed by Agency, including, without limitation, hiring, firing, disciplining, and all other Agency employment decisions; (b) managing and supervising all contractors assigned Agency duties; (c) incurring and paying, on the behalf of Parties and in accordance with this Agreement and Agency's approved budget, all Agency expenses; (d) expending funds in accordance with Agency's approved budget and purchasing policies approved by the IGC; (e) providing (or causing to be provided) all personnel administration, financial support staff, insurance, legal advice, management support, and related Agency services in accordance with this Agreement and the approved Agency budget; (f) billing and collecting from each User its share of the cost of Agency's operations as provided in this Agreement and the approved annual budget of Agency; (g) providing staff support for the IGC; and (h) providing generally for the audit, accounting for, receipt, and custody of Agency funds. The Director will report to the IGC. Except as expressly provided otherwise by the IGC, Dispatch Center personnel will report to the

Director. The Director will attend all meetings of the IGC and the User Board and provide the User Board assistance and advice when requested by the User Board.

4.3 Agency Personnel and Administrative Costs. Subject to the terms and conditions contained in this Agreement, Agency will be responsible for all personnel and administrative costs and expenses Agency incurs to perform its obligations under this Agreement, including, without limitation, costs of medical insurance, social security, employment insurance, and overtime, if applicable. All personnel and employee transfers from a Party (a transferring party) to Agency (transferee employer) will be subject to and in accordance with ORS 236.605 to 236.640.

5. Fee.

5.1 Budget. In accordance with and subject to the Laws, including, without limitation, applicable Oregon Local Budget Law provisions, Agency may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, and/or equipment as may be necessary or appropriate to carry out the purposes of Agency and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable law. Revenues in excess of operational costs may also be returned to the Parties when such action is made a part of Agency's adopted budget. The Director will prepare, develop, and recommend Agency's annual operating budget for the User Board's review and IGC's review and approval. Agency will adhere to the annual budget preparation cycle (i.e., January-December) to adopt a budget by December 31 of each calendar year. The budget period will be on a calendar year basis beginning on January 1 of each year and ending on the following December 31.

5.2 Party Obligations. Each User will timely pay a fee for Dispatch Services (the "Fee") based on the cost-sharing formula described in the attached Exhibit C, which formula may be modified from time to time by the IGC. Each Party's Fee will include the Party's share of Operating Expenses (as calculated in the cost-sharing formula described in the attached Exhibit C). Agency will invoice each User and Party for its Fee for the next quarter's or year's (as the case may be) service based on the cost-sharing formula and approved budget. Agency will submit invoices to each Party on or about the first day of each quarter or year for the respective next quarter's or year's service. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of invoice.

6. Equipment. Agency's initial equipment and furnishings will, to the extent Agency determines to be practical and efficient, be composed of those items assigned to the John Day Dispatch Center as of the Effective Date. Parties will be responsible for budgeting, maintaining, and repairing each Party's own base, mobile, portable radio equipment, and repeater and radio sites; provided, however, radio needs of the Users will be reviewed by the User Board which will make recommendations to the governing bodies of the participating agencies to ensure interoperability of the system. The Director will, at the time of preparation of the proposed budget for the following year, submit to IGC a complete inventory of all equipment and furnishings owned by, leased, and/or temporarily assigned to Agency. In case of dissolution of Agency and termination of this Agreement, such assigned and/or loaned items will be returned to the lending government entity and all other items, or funds derived from the sale thereof, will be refunded and distributed to those governmental agencies in proportion to their financial participation averaged over the immediately preceding three-year period. Agency is responsible for maintaining the radio and phone equipment at the Dispatch Center to ensure continuous ability to deliver emergency communications to the Users from the Dispatch Center.

7. Indemnification; Insurance. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Agency will provide for adequate insurance to cover the directors, officers, employees, staff, contractors, agents, and activities undertaken by Agency. The Parties understand and acknowledge that each Party retains all immunities and privileges granted by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and all other statutory rights granted as a result of their status as local public bodies.

8. Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed IGC member.

9. Term; Termination.

9.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of three years thereafter, unless sooner terminated as provided in this Agreement. Upon the expiration of the initial three-year term of this Agreement, this Agreement will automatically renew for one or more term(s) of one year each unless sooner terminated in accordance with this Agreement. Commencing on or about January 1, 2020, and continuing on or about the same day of each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement and dissolve the Agency by the Parties' unanimous written consent.

9.2 Dissolution. Upon dissolution of Agency, each Party on the date of dissolution will be responsible for its Fee through the date of dissolution. Upon dissolution and subject to applicable law, (a) Agency's cash, if any, will be distributed to each Party in proportion to each Party's percentage of the cost share (as described in Exhibit C), (b) all remaining Agency assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale of Agency's facilities and equipment to a 9-1-1 dispatch center or similar emergency services entity, and (c) Agency personnel and employees will be transferred subject to and in accordance with ORS 236.605 to 236.640.

9.3 Voluntary Withdrawal by a Party. Any Party may elect to terminate participation in this Agreement by providing six months prior written notice to the chairperson, each member of the IGC, and the governing body of each Party. Withdrawal will be effective at 11:59 of the December 30 not less than six (6) months after the date of such notice. The withdrawing Party will

continue to pay its share of, and/or be responsible for, its Fee incurred prior to the Party's written notice of withdraw, and will defend, indemnify, and hold the remaining Parties and Agency harmless for, from, and against those financial responsibilities and obligations attributable solely to the withdrawing Party. Expenditures contracted for by Agency after the date of notice of intent to withdraw will not constitute an obligation on the part of the Party providing notice of withdrawal.

9.4 Default. If a Party to this Agreement is in default of its obligations under this Agreement, the IGC may so declare and terminate Dispatch Services to that Party thirty (30) days after the date of mailing a notice of default (the "Default Notice"), unless the defaulting Party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The Default Notice will be issued by the Agency. The defaulting Party will continue to be responsible to pay its Fee as determined in accordance with this Agreement following the termination of Dispatch Services.

10. Miscellaneous.

10.1 Coordination; Additional Parties. The Parties will maintain adequate levels of communication to ensure maximum cooperation between the Parties. Subject to the Laws, including, without limitation, ORS chapter 190, the IGC may authorize a new party to join Agency only if approved by a two-thirds vote of the IGC. The addition of an additional party may be accomplished by the new party taking the actions necessary under ORS chapter 190 and signing a copy of this Agreement, as amended, after approval of the additional membership by the IGC.

10.2 Expenses; Notices. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in Appendix A (or any other address that a Party may designate by notice to the other Party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

10.3 Severability; Remedies. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a Party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, Agency and/or the non-defaulting Parties may, in addition to any other remedy provided to Agency and/or the non-defaulting Parties under this Agreement, pursue all remedies available to Agency and/or the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

10.4 Waiver; Entire Agreement. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this

Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the certain Grant County Emergency Communications Agency Intergovernmental Agreement for Communications Services dated May 8, 1989 between the Parties (with the exception of Granite).

10.5 Assignment; Binding Effect. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of the other Party. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

10.6 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Except as provided otherwise under ORS 403.160, any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

10.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a Party, the other Party or Parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting Party. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by John Day to prepare this Agreement and such attorneys represent only John Day in this matter. Each Party has employed its own independent legal counsel to assist in the Party's review and negotiation of this Agreement (and any document referenced herein).

[end of agreement – signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above but made effective for all purposes as of the Effective Date.

GRANT COUNTY

By:
Its:

CITY OF JOHN DAY

By:
Its:

CITY OF CANYON CITY

By:
Its:

CITY OF DAYVILLE

By:
Its:

CITY OF LONG CREEK

By:
Its:

CITY OF MONUMENT

By:
Its:

CITY OF MOUNT VERNON

By:
Its:

CITY OF PRAIRIE CITY

By:
Its:

CITY OF SENECA

By:
Its:

CITY OF GRANITE

By:
Its:

MOUNT VERNON RURAL FIRE PROTECTION DISTRICT

By:
Its:

JOHN DAY RURAL FIRE PROTECTION DISTRICT

By:
Its:

PRAIRIE CITY RURAL FIRE PROTECTION DISTRICT

By:
Its:

Appendix A
Definitions

“Agency” means the Grant County Emergency Communications Agency, whose physical and mailing address is 316 S. Canyon Boulevard, John Day, Oregon 97845.

“Agreement” has the meaning assigned to such term in the preamble.

“Canyon City” means the City of Canyon City, an Oregon municipal corporation, whose address is 123 S. Washington Street, Canyon City, Oregon 97820.

“City(ies)” means individually and collectively, Canyon City, Dayville, Granite, John Day, Long Creek, Monument, Mt. Vernon, Prairie City, and Seneca.

“County” means Grant County, a political subdivision of the State of Oregon, whose address is 201 S. Humbolt, Suite 290, Canyon City, Oregon 97820.

“Dayville” means the City of Dayville, an Oregon municipal corporation, whose address is PO Box 321, Dayville, Oregon 97825.

“Default Notice” has the meaning assigned to such term under Section 9.4.

“Director” means the person, entity, or firm appointed by the IGC to operate and manage the Dispatch Center and provision of the Dispatch Services.

“Dispatch Center” means the PSAP designated by Agency for purposes of providing Dispatch Services. As of the Effective Date, the Dispatch Center is located at 316 S. Canyon Boulevard, John Day, Oregon 97845 and the 10-digit emergency phone number is (541) 575-0195 and the ten-digit non-emergency phone number is (541) 575-0195.

“Dispatch Services” has the meaning assigned to such term under Section 4.1.

“Effective Date” means January 1, 2019.

“Fee” has the meaning assigned to such term in Section 5.2.

“Granite” means the City of Granite, a municipal corporation, whose address is 1378 Main Street, Granite, Oregon 97877.

“Hospital” means the Blue Mountain Hospital District, a health district formed under ORS chapter 440, whose address is 170 Ford Road, John Day, Oregon 97845.

“IGC” has the meaning assigned to such term under Section 3.1.1.

“JD District” means the John Day Rural Fire Protection District, whose address is 450 E. Main Street, John Day, Oregon 97845.

“John Day” means the City of John Day, an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97845.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or the Dispatch Services, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Long Creek” means the City of Long Creek, an Oregon municipal corporation, whose address is 250 Hardisty Street, Long Creek, Oregon 97856.

“Monument” means the City of Monument, an Oregon municipal corporation, whose address is PO Box 426, 291 Main Street, Monument, Oregon 97864.

“Mt. Vernon” means the City of Mount Vernon, an Oregon municipal corporation, whose address is PO Box 647, 199 W. Main Street, Mount Vernon, Oregon 97865.

“MV District” means Mount Vernon Rural Fire Protection District, whose address is PO Box 328, Mount Vernon, Oregon 97865.

“Operating Expense(s)” means all costs and expenses necessary or appropriate for operation of Agency and/or the Dispatch Center which are common to all Parties, including, without limitation, the following: (a) costs and expenses incurred to perform the Dispatch Services and/or operate and maintain the Dispatch Center, including, without limitation, personal services, accounting, audits, legal, planning, personnel, administrative, operations, maintenance, certification, testing, and otherwise; (b) costs and expenses for insurance policies required under this Agreement; and (c) all other costs and expenses necessary or appropriate for the performance of the Dispatch Services and/or operation of the Agency and/or Dispatch Center.

“Party(ies)” has the meaning assigned to such term in the preamble.

“PC District” means Prairie City Rural Fire Protection District, whose address is 133 South Bridge Street, Prairie City, Oregon 97869.

“Prairie City” means the City of Prairie City, an Oregon municipal corporation, whose address is 133 South Bridge Street, Prairie City, Oregon 97869.

“PSAP” or “public safety answering point” means a communications facility established as an answering location for emergency calls originating within a 9-1-1 service area.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person.

“Seneca” means the City of Seneca, an Oregon municipal corporation, whose address is 106 A Avenue, Seneca, Oregon 97873.

“Service Area” means all areas lying within the geographic boundaries of Grant County, as depicted on the attached Exhibit D. As of the Effective Date, the population of the Service Area is approximately 7,190 persons.

“SOP(s)” means the standard operating procedures applicable to the Dispatch Center developed and recommended by the User Board and approved by the IGC.

“Telecommunicator(s)” means a person employed by a 9-1-1 jurisdiction whose primary duties are receiving, processing, and transmitting public safety information received during an emergency call delivered through the emergency communications system.

“User Board” means that certain 9-1-1 user advisory board to the IGC, established by this Agreement, consisting of the Users and the with the duties and responsibilities described on the attached Exhibit A.

“User(s)” has the meaning assigned to such term in Exhibit A.

Exhibit A
User Board

A. User Board Formation. There is hereby formed the User Board. As of the Effective Date, the User Board will consist of one representative from each of the agencies and/or departments listed below and such additional agency(ies) contracting with Agency for Dispatch Services (individually a “User” and collectively, the “Users”):

- (a) Canyon City Fire Department
- (b) Dayville Fire Department
- (c) John Day City Fire Department
- (d) John Day Rural Fire Protection District
- (e) Long Creek Fire Department
- (f) Monument City Fire Department
- (g) Mt. Vernon City Fire Department
- (h) Mt. Vernon Rural Fire Protection District
- (i) Prairie City Fire Department
- (j) Prairie City Rural Fire Protection District
- (k) Seneca City Fire Department
- (l) John Day Police Department
- (m) Grant County Sheriff’s Office
- (n) Grant County Road Department
- (o) Oregon State Forestry
- (p) U.S. Forest Service
- (q) Blue Mountain Hospital District (ambulance service)
- (r) Granite City Fire Department

User Board representatives will be appointed by their respective User. User Board representatives must reside in the Service Area. If a vacancy occurs on the User Board, the vacancy will be filled by the entity (e.g., User) that appointed the departed User Board representative. The following entities may each appoint one non-voting, ex-officio representative to the User Board: Life Flight; Air Link; Bureau of Land Management; National Park Service; Oregon State Police; and Community Counseling Solutions. Ex-officio User Board representatives will not count for quorum or voting purposes.

B. Meetings. Except as otherwise provided in Paragraph A, above, each User Board representative will have an equal vote in all User Board decisions. A majority of the then-appointed User Board representatives will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence of a majority of User Board representatives present constituting a quorum is necessary to decide any question before the User Board. A chairperson and vice-chairperson will be elected by the User Board, each of whom will serve for two-year terms. User Board meetings are subject to the Public Meetings and Public Records laws of the State of Oregon. Regular meetings of the User Board will be held at least quarterly at such day, time, and place as determined by the User Board. Subject to applicable law, special meetings may be called by the chairperson as needed and within seven days after receiving a request from two or more members of the User Board. Unless otherwise provided, Robert’s Revised Rules of Order will govern all procedural matters relating to the business of the User Board meetings.

C. Functions. The functions of the User Board include, without limitation, the following: (a) develop and recommend operational priorities, policies, and procedures, including, without limitation, SOPs; (b) advise Agency on 9-1-1 and dispatch operational and budget matters; (c) conduct an annual review of the Dispatch Center performance, make recommendations for improvement of 9-1-1 emergency services and the Dispatch Services, and develop a continuous quality assurance process to ensure compliance with industry standards for a 9-1-1 dispatch center; and (d) make recommendations to IGC by a majority vote of representatives present constituting a quorum.

Exhibit B
Dispatch Services

Subject to the terms and conditions of this Agreement, Agency provides for and on behalf of the Users a full public safety call answering and dispatching service. The services provided under this Agreement will be performed by Telecommunicators certified by the State of Oregon (as required by applicable law) and include, without limitation, the following:

1. Answer 9-1-1 calls giving them priority over non-emergency phone calls.
2. Prioritize calls and dispatch in order of urgency.
3. Dispatch appropriate responders by radio/pager or phone.
4. Answer radio calls for service and provide appropriate information to authorized personnel.
5. Provide dispatch services 24 hours per day for police, fire, and ambulance service. Provide dispatching of appropriate resources.
6. Enter calls for service in the computer aided dispatch (CAD) system and, in accordance with applicable law, log all information pertaining to the call.
7. Track and monitor the activities of on duty law enforcement units of the Parties.
8. Answer phones after hours and on weekends for the Grant County Sheriff's Office.
9. Access LEDS/NCIC and teletype services for authorized law enforcement users as allowed by law.
10. Provide available call statistics to user agencies as requested by the Users and/or IGC.
11. Maintain a list of Users and personnel as needed for dispatching purposes. User agencies are responsible to provide the PSAP (i.e., the Dispatch Center) with updated information including, without limitation, call out lists or schedules for their agency, to help ensure quick and accurate dispatching of calls for service.
12. Maintain and distribute records and recordings of the Dispatch Center's activities performed as required by applicable law. Subject to and in accordance with applicable law, records request pertaining to active investigations will be deferred to the Grant County District Attorney's Office.
13. Excluding equipment funded and maintained by the Dispatch Center as of the Effective Date, and notwithstanding anything contained in the Agreement to the contrary, if a User requires the installation of equipment and/or performance of special services dedicated to the User's functions, and such installation and/or performance is to the exclusion of other Users, such User will bear all costs and expenses of such equipment, installation, maintenance, and operation unless approved, in writing, by the Parties.

Exhibit C
Cost Sharing Formula

For purposes of calculating the Fee and subject to the terms and conditions of this Agreement, cost distribution to each User and Party for Agency's operation is based on the following four-step cost formula:

Step 1. The forecasted revenue from the statewide emergency communications (E911) tax based on annual estimates provided by the Department of Revenue and Office of Emergency Management is subtracted from the proposed operating budget.

Step 2. Revenue derived from services performed by Agency pursuant to contracts with other agencies and/or entities is subtracted from the balance of the proposed operating budget.

Step 3. For purposes of calculating each User's respective Fee, each User's projected call volume (i.e., average number of calls) is multiplied by its respective cost per call. Projected call volume is calculated in connection with the preparation of the annual budget and is based on a rolling average of calls attributed to each User over the previous five calendar years. (The purpose of the five-year rolling average is to normalize fluctuations in call volume to avoid large changes in Fees from one year to another.) Hospital's cost per call is \$25.00 per call; the cost per call for all other Users is \$10.00 per call. The combined total projected User call fees (as calculated in this step) is then subtracted from the balance of the proposed operating budget.

Step 4. After the E911 tax revenue, revenue derived from services performed by Agency for other agencies and/or entities, if any, and the combined total User call fees is subtracted from the proposed budget, the remaining balance of the proposed operating budget is assigned to the Cities and County proportionally based on each jurisdiction's respective percentage of the prior year property tax assessed value for all property in Grant County.

2017 Fee Calculation Illustration. The process to calculate the estimated cost of operating the Agency based on 2017 data is illustrated as follows:

Step 1. The forecasted revenue from the statewide emergency communications (E911) tax based on annual estimates provided by the Department of Revenue and Office of Emergency Management (\$270,000.00) is subtracted from the proposed operating budget (\$470,000.00). The balance of the proposed operating budget is: \$200,000.00.

Step 2. Revenue derived from services performed by Agency pursuant to contracts with other agencies and/or entities is subtracted from the balance of the proposed operating budget. (For purposes of this illustration, there is no additional revenue derived from services performed by Agency pursuant to contracts with other agencies.) The balance of the proposed operating budget is: \$200,000.00.

Step 3. For purposes of calculating each User's respective Fee, each User's projected call volume (i.e., average number of calls) is multiplied by its respective cost per call. Projected call volume is calculated in connection with the preparation of the annual budget and is based on a rolling average of calls attributed to each User over the previous five calendar years. (The purpose of the five-year

rolling average is to normalize fluctuations in call volume to avoid large changes in Fees from one year to another.) Hospital's cost per call is \$25.00 per call; the cost per call for all other Users is \$10.00 per call.

Determine revenue from user fees based on call volume:

User fees based on 2013 – 2017 five-year call volume				
User/Agency	Avg. No. of Calls	Cost Per Call	Cost	% Cost Share
County Sheriff	2856	\$ 10	\$ 28,560	14.3%
John Day Police Department	2773	\$ 10	\$ 27,728	13.9%
Blue Mountain Hospital/EMS	665	\$ 25	\$ 16,620	8.3%
City & Rural Fire Departments	273	\$ 10	\$ 2,734	1.4%
John Day Public Works	106	\$ 10	\$ 1,064	0.5%
Subtotal Users	6,673		\$ 76,706	38%

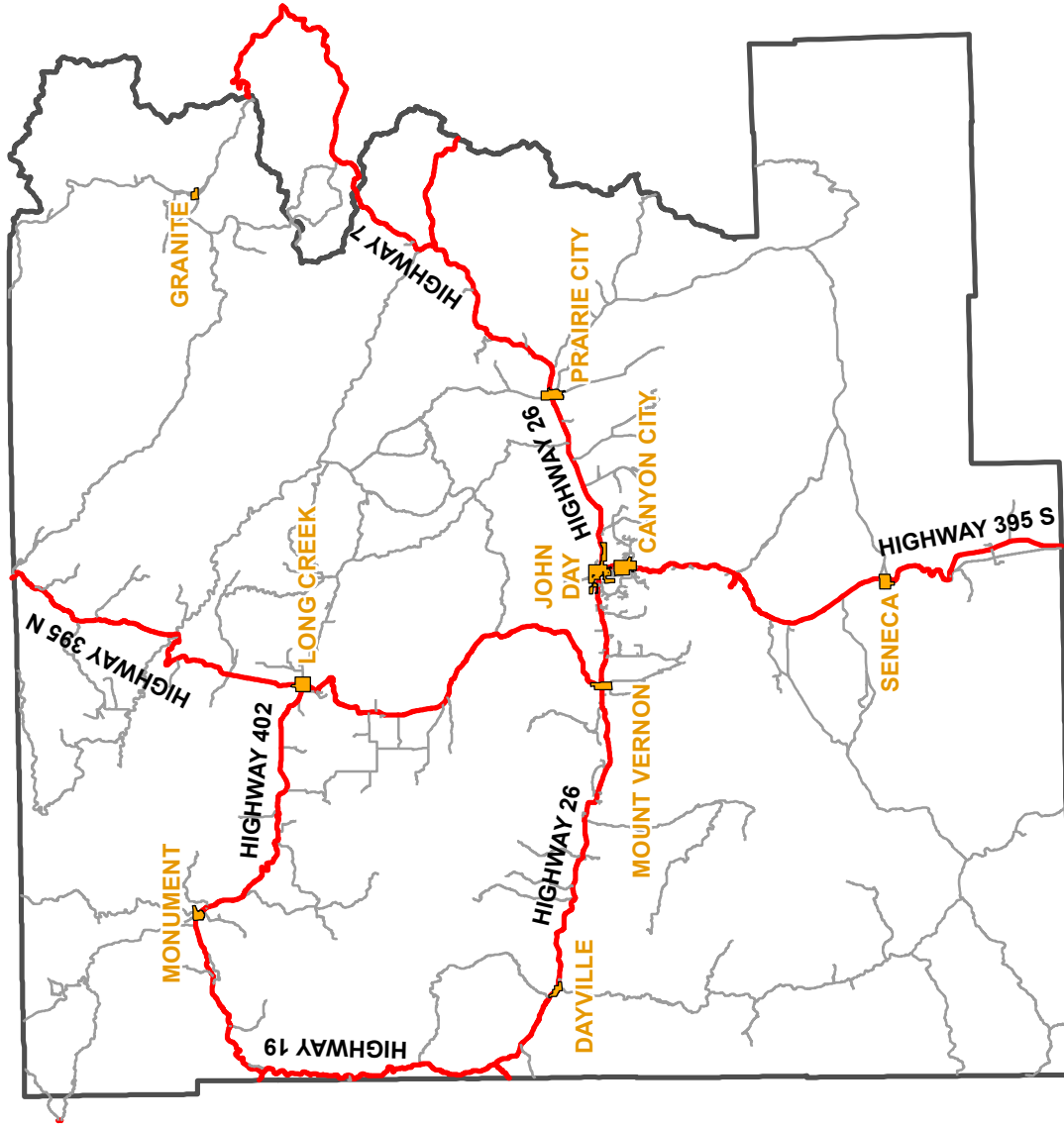
The combined total projected User call fees (\$76,706.00) is subtracted from the balance of the proposed operating budget (\$200,000.00). The balance of the proposed operating budget is: \$123,294.00.

Step 4. The remaining balance of the proposed operating budget (\$123,294.00) is assigned to the Cities and County proportionally based on each jurisdiction's respective percentage of the prior year property tax assessed value for all property in Grant County.

Jurisdiction	Assessed Value	% AV	Cost	% Cost Share
County	\$ 562,030,829	72.1%	\$ 88,953	43.8%
John Day	\$ 100,015,746	12.8%	\$ 15,830	7.8%
Prairie City	\$ 38,984,194	5.0%	\$ 6,170	3.0%
Canyon City	\$ 33,055,812	4.2%	\$ 5,232	2.6%
Mount Vernon	\$ 20,161,128	2.6%	\$ 3,191	1.6%
Long Creek	\$ 7,003,896	0.9%	\$ 1,109	0.5%
Dayville	\$ 6,971,136	0.9%	\$ 1,103	0.5%
Seneca	\$ 5,895,082	0.8%	\$ 933	0.5%
Monument	\$ 4,889,475	0.6%	\$ 774	0.4%
Sub-total Tax Jurisdictions	\$ 779,007,298	100.0%	\$ 123,294	61%

Exhibit D
Service Area

(attached)



PSAP SERVICE AREA

JOHN DAY 9-1-1

For Review Purposes Only

DATE: 2/2/2018 C#: 29116

CREATED BY: EV

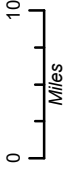
LEGEND

— Roads

■ Cities

— Highways

□ PSAP Service Area



GEOCOMM