

MAY 28 1986

INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into by and between the undersigned parties as of the dates below written.

WHEREAS, the undersigned parties are desirous of establishing and maintaining consolidated public safety communications services, and

WHEREAS, ORS 190.000, to 190.250, the Intergovernmental Cooperation Act, authorizes the parties to agree to the joint provision of communications services; and

WHEREAS, the establishment of a Communications Agency will provide improved police, fire and medical aid service communications within the boundaries of the consolidated service area to the participating local governments, together with such other governmental units as may hereafter contract with the undersigned for communications services, and

WHEREAS, it is one of the objectives of said Agency to provide consolidated telephone, radio and alarm communications services for participating local government units, and

WHEREAS, the establishment and maintenance of such services will be of substantial benefit to the citizens of the undersigned jurisdictions and the public in general,

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

There is hereby established a governmental agency to be hereafter known as the Klamath County 9-1-1 Communications Agency. Said Agency shall have the responsibility and authority, among others, for public safety communications and functions incidental thereto, for the purpose of communicating, dispatching relaying, and/or call transferring in the furtherance of public safety during emergencies within the aforementioned member jurisdictions.

The Communications Agency shall be an independent, Non-Profit Corporation, not under the jurisdiction of any governmental/political subdivision. Supervision and management of said agency shall be exercised by an Executive Board, a User Board and a Communications Director, as hereinafter provided.

SECTION I-User Board

There is hereby established a User Board consisting of one member representing each of the following public and private safety agencies:

- |                          |                            |
|--------------------------|----------------------------|
| -Merrill Fire & RFPD     | -Bonanza RFPD              |
| -Sprague River Vol. Fire | -Chiloquin/Agency Lk. RFPD |
| -Crescent RFPD           | -Klamath Falls Police      |
| -Bly RFPD                | -Klamath Falls Fire Dept.  |
| -Harriman RFPD           | -Kingsley Field Fire       |
| -Keno RFPD               | -Chemult RFPD              |

|                                |                           |
|--------------------------------|---------------------------|
| -Fire Dist. #1                 | -Walker Range Fire Patrol |
| -Fire Dist. #5                 | -Bureau of Land Mgt.      |
| -Klamath Co. Fire Dist. #4     | -LaPine Ambulance         |
| -Oregon State Police           | -Chemult Ambulance        |
| -State Forestry                | -Chiloquin Ambulance      |
| -Bly Rescue Ambulance          | -Sprague River Ambulance  |
| -State Highway Department      | -U.S. Forest Service      |
| -Klamath County Sheriff        | Winema Nat. Forest        |
| -Gilchrist Vol. Fire           | Fremont Nat. Forest       |
| -Merle West Medical Center     | Deschutes Nat. Forest     |
| -Klamath County Emerg. Service | Rogue River Nat. Forest   |
| -Merrill City Police           | -Moccasin Hill Vol. Fire  |
| -Tulelake Ambulance            | -Bonanza Area Ambulance   |

Said representative will consist of the executive head of each agency or his or her designated representative. The User Board's authority and responsibilities are specified below:

- 1) Reviewing and approving an annual budget pursuant to Oregon local budget law and determination of the projected cost to each participating public and private safety agency upon the recommendation of the Executive Board.
- 2) Providing direction and approval of standing operational procedures (SOP's) developed by the Communications Director.
- 3) Conducting a system and administrative evaluation not less than once each year for presentation to the governing boards of member agencies.
- 4) Establishing a capital improvements program for user agency equipment and for 9-1-1 system upgrading and enhancement.

Each member shall have an equal vote in all User Board decisions. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the User Board. Official decisions of the User Board requires a simple majority of votes of members present. The User Board may override Executive Board decisions by a 2/3 vote of the entire membership at a regular meeting. Regular meetings shall be held at a time and place designated by a majority of its members upon not less than seven (7) days prior written notice to all members. Special meetings may be called by the Chairperson or any four (4) members upon not less than seven (7) days prior written notice to all members. The Board shall elect a Chairperson and two Vice-Chairpersons from its members for a one-year term of office. The Chairperson shall automatically become a member of and shall also act as Chairperson of the Executive Board.

## SECTION II - Executive Board

There is hereby established an Executive Board consisting of twelve User Board members, a member from each of three geographic areas, a member or members as noted below from each of the designated agencies, and the Chairperson of the User Board, except that when the Chairperson is one of the designated agency or area representatives, the User Board will designate an additional member-at-large to the Executive Board.

An individual elected or appointed to the Executive Board cannot represent more than one agency, area or board.

The geographic areas represented on the Board are designated by telephone company exchange boundaries as follows:

- 1) NORTH AREA - Gilchrist (433), Chemult (365)
- 2) CENTRAL AREA - Chiloquin (783), Fort Klamath (381), Rocky Point (356), Klamath Falls (882) (883) (884)
- 3) EASTERN AREA - Sprague River (533), Bly (353), Bonanza (545), Merrill (798)

The designated agencies consist of the following public safety organizations:

- 1) Klamath County Sheriff
- 2) Oregon State Police
- 3) Klamath County Fire District #1
- 4) Klamath Falls Police Bureau
- 5) Klamath Falls Fire Department
- 6) Klamath County Ambulance Advisory Board (2 members)
- 7) Klamath County Fire Defense Board

All Executive Board positions shall be for a term of one year, there being no limit on serving successive terms.

The duties and responsibilities and authority of the Executive Board are as follows:

- 1) Provide the User Board with recommendations concerning the annual budget determination and projected cost to each participating public and private safety agency.
- 2) Employ and terminate the Communications Director.
- 3) Establish the level of compensation for the Communications Director within budget limitations.
- 4) Enter into contracts with any person, firm or corporation or any agency of government, as necessary, to acquire goods or services (including payroll and accounting) for the operation of the Communication Agency within budget limitations.
- 5) Enter into contracts with any person, firm or corporation or any agency of government for the use of space for its operations, and for staff and auxiliary services including but not limited to records, payroll, accounting, purchasing and data

- processing.
- 6) Provide direction to the Communication Director in the development of standing operational procedures (SOP's).
  - 7) Provide direction and approval of policies developed in the areas of purchasing and personnel by the Communications Director.
  - 8) Operational supervision of the Communications Director including but not limited to the following:
    - Written approval of purchasing requests for amounts exceeding \$500.
    - Approval of out of system travel while on agency business.
    - Monthly meeting with Director to develop and review work plan for accomplishing necessary tasks.
    - Performance appraisal conferences with the Director
  - 9) Provide direction to the Communications Director in the development of annual operating and capital budgets.

Each member shall have an equal vote in all Executive Board decisions. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Executive Board. Meetings shall be held at a time and place designated by a majority of its members or its Chairperson. Official decisions of the Executive Board requires a majority vote of members present. The Chairperson shall be the Chairperson of the User Board and shall serve a one year term of office.

### SECTION III-Director

There shall be a Director of the Communications Agency appointed by the Executive Board. The Director shall be selected upon the basis of administrative and technical competence. Such Director shall have experience in technical, financial and administrative fields. The Executive Board shall contract for the services of said Director on a year to year basis. This contract may be terminated by either party with 30 days notice.

The Director shall be the administrative head of the Klamath County 9-1-1 Communications Agency and shall be responsible for administration, budget, and personnel functions. The Director shall be responsible for call-answering, dispatching, records, communications, security, and other communications center functions, in conformance with the budget and policies adopted by the User Board.

The Director shall act as executive staff person for the Executive Board and User Board; shall attend all meetings thereof; and shall give advice and assistance where requested by the Boards. The Director shall prepare and present a proposed budget in accordance with and in advance

of local budget time tables. The Director shall have authority to hire and fire all communications agency personnel subject to policies approved by the Boards.

The Director shall prepare, revise and modify standing operational procedures (SOP's) subject to the approval of the Boards, prior to implementation.

The Director shall establish policies for expenditures of budgeted items for the Communications Agency. Such policies shall be submitted to the Executive Board for approval, rejection or modification.

The Director shall prepare a survey of calls received and dispatched, transferred or relayed to its users. The survey shall be used as a basis for determining each participating agency's percent of the total volume of calls received and transmitted through the Communications Agency for budget purposes.

#### SECTION IV-Personnel

The Director shall submit to the Executive Board a proposed personnel policy for said agency for approval, rejection or modification. Said personnel policy shall conform to current applicable State and Federal statutory regulations. Such personnel policy shall provide for the initial appointment to the Agency's staff from the personnel presently permanently appointed or assigned as dispatchers in the participating jurisdictions as per ORS 236.610. Additional and subsequent employees shall be appointed by the Director upon meeting the qualifications established by the Executive Board.

#### SECTION V-Budget/Funding

The annual operating budget shall be developed by the Director, at the direction of the Executive Board and presented to the User Board for approval prior to its submittal to each jurisdiction participating in cost sharing.

The User Board shall forward to each party hereto, a preliminary budget by the fourth Monday in January preceding the budget year. The User Board shall adopt a final budget by the fourth Monday in March. The budget shall be distributed by the Board in adequate time for each participant to make decisions and include the appropriate amounts in their annual budgets. The budget period shall be on a fiscal year basis beginning on the first day of July of each year. Each party participating in cost sharing shall pay its share of the budget in twelve equal installments payable on or before the tenth of each month.

Funding shall be based upon a cost sharing formula described below:

- 1) Excise tax collected on telephone exchange access services and distributed to participating

local jurisdictions by the State as authorized by ORS 401.710-90, shall be applied to the funding of the Communications Agency.

- 2) Each agency or jurisdiction listed below will be assessed an amount to be known as the annual "buy-in fee," which shall be equal to that agency's percent of the previous year's call volume survey.
- 3) Each participating agency shall not be required to participate financially until the beginning of fiscal year 1988-89. All costs previous to that fiscal year shall be paid through the capital budget accumulation fund.

Initial capital expenses shall be taken from accumulated 9-1-1 tax receipts. Capital expenses incurred after the initial capital outlay shall be allocated among participating jurisdictions and agencies by a method to be determined by the User Board, provided that the method be approved by a majority of all voting members.

#### SECTION VI-Equipment

Equipment and furnishings for the Agency's operation shall, to the extent that the Executive Board determines it to be practical and efficient, be composed of those items temporarily assigned by the participating jurisdictions. In each instance, title to same shall rest with the respective local entity unless such equipment is otherwise acquired by the Agency as provided by law. The Agency shall assume the cost of maintenance and repair of said loaned equipment and furnishings.

Each jurisdiction shall be responsible for purchasing, maintaining, and repairing their own base, mobile and portable radio equipment, except that jurisdictional equipment designated for purchase in the Communication Agency's capital budget shall be purchased for use by the participating jurisdiction as long as the jurisdiction is a member of the Communication Agency.

The Director shall, at the time of preparing the proposed budget for the ensuing year, submit to the Executive Board a complete inventory together with current valuations of all equipment and furnishings owned by, leased, or temporarily assigned to the Agency. When no longer needed or in case of dissolution of the Agency, such assigned or loaned items shall be returned to the lending governmental entity. In the case of dissolution all other items, or funds derived from the sale thereof, shall be refunded and distributed to the participating jurisdictions in proportion to their financial participation averaged over the preceding three-year period.

## SECTION VII-Review/Evaluation

This Agreement will be reviewed after one year by the User Board to evaluate the efficiency of the present organizational structure.

## SECTION VIII-Admission of New Parties

Additional public entities may be added to this Agreement upon such terms and conditions as agreed upon by two-thirds of the parties signatory to this Agreement. The admission of such additional parties shall be by written addendum to this Agreement, signed by all parties at that time and the additional parties. Parties admitted to this agreement midway through the fiscal year may be admitted with a prorata financial commitment.

### Arbitration

Any controversy between the parties in regard to the applications or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with ORS 33.210 to 33.340.

### Termination

Any party may terminate without cause by giving written notice to all other parties not less than six months prior to the end of the fiscal year. Other than the return of loaned property under Section VI, there shall be no credit or rebate of previously budgeted excise tax funds or "buy-in" fee attributable to the withdrawing party.

This Agreement shall be automatically extended from year to year on the same terms and conditions unless it is terminated, amended or modified by mutual agreement of the parties.

If any part, paragraph, section or provision of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

This Agreement shall be executed on behalf of each participant. It shall be deemed adopted upon the date of execution by the last so authorized representative.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year endorsed with each signature.

AVAILABILITY OF FUNDS (APR 1984) (52.232-18)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.