

Council Business Meeting

June 19, 2018

Title: Approval of a Contract with Emergency Communications of Southern Oregon

From: Tighe O'Meara Police Chief
Mike D'Orazi Fire Chief

tighe.omeara@ashland.or.us
Michael.dorazi@ashland.or.us

Summary:

Staff is seeking approval of two contracts with Emergency Communications of Southern Oregon (ECSO). One contract for the police department (APD), and one for the fire department (AFR).

Actions, Options, or Potential Motions:

I move that Council approve contracts between the Ashland Police Department and Ashland Fire and Rescue and Emergency Communications of Southern Oregon and authorize the city administrator to sign the contracts on behalf of the city.

Staff Recommendation:

Staff recommends that Council authorize the city administrator to sign the attached contracts on behalf of the city.

Resource Requirements:

The contract between the police department and ECSO will cost the city \$450,019.31 and is budgeted for in the upcoming budget. The contract between the fire department and ECSO will cost the city is \$193,252.25 and is budgeted for in the upcoming budget.

Policies, Plans and Goals Supported:

23. *Support innovative programs that protect the community.*

Background and Additional Information:

The APD as well as AFR, contract with ECSO for emergency dispatch services. All Jackson County emergency services' communications are consolidated at ECSO. There is no viable option other than ECSO available to fulfill this role at this time.

Attachments:

Contract between ECSO and police
Contract between ECSO and fire

*AGREEMENT FOR 9-1-1-
ANSWERING AND DISPATCH SERVICES*

This Agreement is made under the authority of ORS Chapter 190, by and between the Emergency Communications Agency of Southern Oregon (“ECSO”), an intergovernmental agency formed by ORS 190, and the Ashland Police Department (“AGENCY”), an Oregon governmental entity providing fire, police or life safety services.

WITNESSETH:

WHEREAS, ECSO operates a central 911 public safety answering point (PSAP) and a dispatch facility to provide PSAP and Dispatch Services (Services) to various fire, law enforcement, and life safety governmental entities; and

WHEREAS, ECSO and AGENCY are current participating members and signatories to the Restated Intergovernmental Agreement which establishes ECSO or are Subscribers to ECSO Services; and

WHEREAS, the Restated Intergovernmental Agreement provides for the governance, leadership, funding and membership rules regarding ECSO and allows full and fair participation in ECSO’s governance for all members; and

WHEREAS, ECSO derives a significant portion of its funding from 9-1-1 Service Agreements such as this one; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term; Renewal.** The Term of this Agreement shall begin on the date it is signed by both parties and shall continue for a period of 1 year. This provision is subject to ECSO’s authorized amendment of the “Compensation; Rates and Charges” terms as provided in Section 3 below. This Agreement shall automatically renew for unlimited 1-year renewal terms unless otherwise terminated as provided herein.
2. **Services.** ECSO agrees to provide 9-1-1 PSAP Service and Dispatch Services (“Services”) for the AGENCY as described below and as further required in the ECSO Restated IGA and Rules (“Founding Documents”), which are attached hereto as Exhibit A and by this reference incorporated in this Agreement.
 - a. The PSAP Services provided by ECSO shall include 24 hour-per-day staffing of certified communications personnel for answering of 9-1-1-telephone calls for fire, law enforcement and medical services, as such PSAP Services are further defined by ORS 403.105. Performance goals for PSAP Services are described in Exhibit B. ECSO and AGENCY agree

that ECSO, using the process provided in its Founding Documents, may revise these service goals as needed from time to time. .

- b. The Dispatch Services provided by ECSO shall include 24-hour-per-day staffing of dispatch personnel for: 1) the prompt dispatch of fire, law enforcement and medical services requests; 2) emergency and routine radio communications with law enforcement, fire, medical services personnel; 3) emergency and routine radio communications with law enforcement, fire, and medical services personnel; 4) communications between ECSO members and other entities or resources;; and other specific functions as may be determined by the ECSO Board from time to time to aid in the performance of ECSO dispatch functions. Performance goals for Dispatch Services are described in Exhibit B. ECSO and AGENCY agree that ECSO, using the process provided in its Founding Documents, may revise these service goals as needed from time to time.
 - c. ECSO shall deliver the Services at all times in accordance with this Agreement, ECSO's Founding Documents, and Exhibit B. If there is a conflict between these documents, ECSO's Founding Documents shall prevail.
3. **Compensation; Rates and Charges.** In return for ECSO's provision of Services, AGENCY agrees to compensate ECSO in accordance with the Schedule of Rates and Charges, which is attached as Exhibit C and by this reference is incorporated into this Agreement. Such rates and charges may be amended by ECSO during any Term or Renewal Term of this Agreement, as long as ECSO uses the process provided in the Founding Documents.
4. **Billing.** ECSO will invoice AGENCY QUARTERLY. AGENCY agrees to pay ECSO within 30 days of receiving the invoice notice. Late payments may be assessed a late fee of one percent, which may be charged monthly until full payment is received or until the Parties enter into a mutually-agreed upon payment plan.
5. **Termination.**
 - a. Termination by Mutual Consent. This Contract may be terminated immediately by mutual written consent of the Parties, or at a later date as mutually determined by the Parties.
 - b. Termination by ECSO. ECSO may unilaterally terminate this Agreement effective upon delivery of written notice to AGENCY, or at a later date as may be established by ECSO, under any of the following conditions:

- 1) If ECSO funding is not obtained and continued at levels sufficient to safely and efficiently provide Services.
 - 2) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that ECSO's Services are no longer authorized or are no longer eligible for the requisite funding.
 - 3) If any license or certificate required by law or regulation to be held by ECSO to provide Services required by this Agreement is for any reason denied, revoked, or not renewed.
 - c. No Cause Termination. Either Party may terminate this Agreement with 365 days' written notice to the other Party.
 - d. Upon any AGENCY termination under this Section, ECSO shall be entitled to payment in accordance with the terms of this Agreement for any Services rendered, less previous amounts paid.
6. **Indemnification and Waiver.** To the extent limited by the tort claims limits in Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to mutually defend and indemnify each other (including the Parties' employees, agents, or contractors) against any and all liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) for injury or damage to life or property related to this Agreement or arising from the Parties' actions or failures to act under this Agreement (collectively, "Claims"). The Parties also hereby waive all such Claims against each other. However, this indemnification and waiver shall not apply to any willful misconduct by the Parties or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.
7. **Non-Assignment.** ECSO may not assign any of its responsibilities under this Agreement without AGENCY's prior written consent, which consent may be withheld in AGENCY's sole discretion.
8. **Independent Contractor; No Employment Relationship.** ECSO is an independent contractor for all purposes. AGENCY cannot and will not control the means and manner of ECSO's performance, except as may be provided in the Founding Documents. No employment relationship is established by the Agreement and no employee of one Party shall be deemed to be an employee of the other Party.
9. **Insurance.** During the term of this Agreement, each Party shall maintain, at its own expense, the following types insurance in the following amounts:

- a. Commercial General Liability insurance with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Contract.
- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering the Parties' liability arising out of negligent acts, errors or omissions in performance of Services under this Agreement. Such policy will have a combined single limit of not less than \$1,500,000 per each claim, incident or occurrence.
- d. The limits required in this Section may be met with a combination of underlying and umbrella coverage.
- e. The Parties' insurance policies shall provide that ECSO and AGENCY, including their Boards, Councils, officers, representatives, employees, and agents, will be included as an additional insured with respect to the coverages required in this Section and a waiver of subrogation against them shall be obtained for all coverages. All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon. The Parties shall furnish each other, upon request, with certificates of insurance evidencing all required coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

10. Conflict Resolution. In the event there are disputes or claims by the Parties related to this Agreement, the Parties waive all rights to litigation and agree to follow the following dispute resolution process. The Parties agree that this process will serve as the sole dispute resolution process regarding disputes or claims related to this Agreement. The disputing parties shall address disputes in the below order. Dispute resolution will be documented by mutually-signed memorandum.

File complaint with either the ECSO Director or the Agency's Designated Contact describing the matter in detail and specifically citing any alleged violations of this Agreement.

If unresolved, file with either the ECSO Board Chair or his or her designee describing the matter in detail and specifically citing any alleged violations of this Agreement.

In the event the dispute is not resolved using the above process, either Party may proceed to mediation. To begin the mediation process, the Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the parties.

In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Jackson County, Oregon, unless otherwise agreed by the disputing parties.

In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.

The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

ECSO efforts to secure past due compensation under this Agreement is exempt from this dispute resolution process.

11. Workers' Compensation and Other Laws. ECSO and AGENCY are both public entities and subject employers under the Oregon Workers' Compensation Law. The Parties shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers, as well as all applicable public contracting laws (which are set forth in Exhibit D, which is attached to this Agreement and by this reference incorporated herein.)

12. Representations and Warranties. The Parties each represent and warrant to each other that each has the duly authorized power and authority to enter into and perform this Agreement.

13. Integration and Amendment. This Agreement, including the attached Exhibits, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or

agreements regarding the matters addressed by this Agreement. Any modifications or amendments to this Contract will only be effective when made in writing and signed by the Parties. .

14. **Notices.** All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person or, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission or, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

15.

16. ECSO:

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18. AGENCY:

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23.

Phone: (____) _____

Fax: (____) _____

24.

ECSO

AGENCY

NAME

NAME

DATE

DATE

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ECSO:

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AGENCY:

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Phone: (____) _____

23.

Fax: (____) _____

24.

ECSO

AGENCY

NAME

NAME

DATE

DATE



EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

RESTATED INTERGOVERNMENTAL AGREEMENT

**RESTATED INTERGOVERNMENTAL AGREEMENT OF
EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON**

RECITALS

WHEREAS, the participating jurisdictions of an emergency communications agency, formerly known as Southern Oregon Regional Communications and now known as Emergency Communications of Southern Oregon (“Agency”), have previously entered into an Intergovernmental Agreement (“Original IGA”) creating the Agency for purposes of establishing and operating a public safety emergency communications system inclusive of a 9-1-1 jurisdiction as contemplated by ORS 403.105 to 403.165 that provides a cooperative and coordinated 9-1-1 primary public safety answering point for police, fire and emergency medical services for the benefit of all participating jurisdictions; and

WHEREAS, it is the function of the Agency to provide coordinated public safety communications and dispatch services for participating parties for the benefit of the citizens with the undersigned jurisdictions,

WHEREAS, from time to time, by amendment or restatement, the Original IGA can be modified to provide, among other things, expanded membership in the Agency; and

WHEREAS, the signatories hereto desire to substantially modify the Original IGA and have determined the most practical method for doing so is to terminate the Original IGA and to adopt a new, Restated IGA.

NOW THEREFORE, it is hereby mutually agreed by, between and among the undersigned to terminate the Original IGA and to adopt a new Restated IGA to be known hereafter as the Restated Intergovernmental Agreement of Emergency Communications of Southern Oregon (“Agreement” or “Restated IGA”). The Parties further agree to the terms and conditions as follows:

AGREEMENT

1. PARTIES

- 1.1 The parties to this Agreement are: 1) the Agency and 2) the qualified signatories listed on Exhibit A, which by this reference is hereby incorporated into this Agreement and may be amended from time to time as provided in Section 14 below.
- 1.2 Qualified signatories are referred to herein as “Member(s)” or “Member Agency(ies).” To qualify as a Member, a signatory must be an Oregon governmental entity who:
- 1.2.1 has signed this Agreement and is listed on Exhibit A;
 - 1.2.2 provides or contracts for the provision of police, fire, or emergency medical response; and
 - 1.2.3 is a non-breaching party to an unexpired User Agreement with the Agency. It is a precondition to becoming a Party to this Agreement that an entity must first meet all the qualifications of a Member.

2. TERM; TERMINATION

- 2.1 Term. The Term of this Agreement is perpetual and Agency shall continue to exist indefinitely from year to year unless dissolved as provided below.
- 2.2 Termination. This Agreement may be terminated as follows:
- 2.2.1 Unilateral Termination by a Party: a Party may unilaterally terminate its participation and duties under this Agreement upon providing one year’s advance written notice to the Board President not later than June 30 for a termination effective July 1 of the following calendar year or by failing to enter into or renew a User Agreement with the Agency. Notwithstanding the above, a Party may unilaterally terminate its participation and duties under the IGA without such written notice if all Parties consent in writing to the unilateral termination. If the terminating Party was responsible for securing an Agency grant, ECSO shall agree in writing to adhere to all grant requirements.

2.2.2 Termination by ¾ Vote: This Agreement may be terminated and the Agency dissolved upon a ¾ vote of both the Board of Directors and the Intergovernmental Council. Such dissolution shall be as provided in Section 24 of this Agreement.

3. EXPANDED AGENCY JURISDICTION

3.1 The Parties, hereby enter into the Restated IGA pursuant to ORS Chapter 190.

3.2 Pursuant to this Restated IGA, the newly-defined area of the Agency's 9-1-1 jurisdiction shall be all of the area within Jackson County's legal boundaries and any other areas as designated by any Board-approved Subscriber Agreements.

3.3 The parties agree that the Agency will be an intergovernmental public entity formed by intergovernmental agreement under the auspices of ORS Chapter 190, specifically ORS 190.010 and that the Agency will continue to be known as Emergency Communications of Southern Oregon.

4. POWERS AND AUTHORITY; SCOPE OF SERVICES

4.1 Subject to any limitations expressly provided for in this Agreement, the Agency is hereby vested with all powers, rights, duties and responsibilities of the Parties necessary for performing the functions of a 9-1-1 public safety answering point and dispatch center and for initiating appropriate response pursuant to ORS 403.105 to 403.165 ("Services"), as such statutes may be amended from time to time.

4.2 The Agency is also vested with the power to contract to provide such Services. Agency contracts to provide Services to Members shall be approved by both the Board of Directors and the Council. Agency contracts to provide Services to Subscribers shall be approved by the Board of Directors.

4.3 The Agency will, subject to the terms of applicable User Agreements, perform such Services and shall have the sole discretion to determine the process and priorities for the provision of such Services, taking into consideration the Members' and Subscribers' environments, timelines, and needs.

4.4 The Agency is a governmental authority and must act in compliance with all applicable Oregon law, including but not limited to Oregon public meetings and public records law, Oregon budget law, and Oregon's public contracting rules.

5. GOVERNANCE

The Agency shall be governed by a Board of Directors ("Board") and an Intergovernmental Council ("Council"). The Agency Director may, at his or her sole discretion, be advised by User Advisory Groups as further provided in Section 11 below.

6. BOARD OF DIRECTORS

6.1 Board of Director Membership. The total Board membership shall consist of seven Director positions. The Board shall be comprised of one representative each from seven (7) Member Agency.

6.2 Permanent Board Members. Three (3) Board members shall be Permanent Members. The Permanent Members shall consist of:

6.2.1 one representative of the Jackson County Sheriff's Office, as appointed by the governing body of Jackson County;

6.2.2 one representative from the City of Medford Police Department, as appointed by the governing body of the City of Medford; and

6.2.3 one representative of the City of Medford Fire Department, as appointed by the governing body of the City of Medford.

6.3 Non-Permanent Board Members. Four (4) Board members shall be Non-Permanent Board members. The Non-Permanent Board members shall consist of one representative each from four Member Agencies. Two (2) Non-Permanent Board members shall be appointed by the governing bodies of the largest police agency and the largest fire agency (as determined by the jurisdiction's User Fee contribution) who do not have representatives serving as Permanent Board Members. The remaining two (2) Non-Permanent Board positions are reserved solely for one police representative and one fire representative and shall be filled by a vote of all Member Agencies.

- 6.4 Parties who appoint Permanent Board members may not appoint Non-Permanent Board members and a Member Agency cannot have more than one representative serving on the Board at any time.

7. BOARD QUORUM AND VOTING

Each member of the Board shall have one vote. A majority of all the directors on the Board shall constitute the quorum required for deliberation and decision-making. All decisions of the Board, unless otherwise provided herein, shall require at least four (4) members voting in favor or against any motion.

8. BOARD OFFICERS

The Board shall annually elect Officers. The Officer positions shall be Chair and a Vice-Chair. The election process, duties, and terms for Board Officers shall be as provided in the Board Rules.

9. BOARD RULES AND BOARD DUTIES

- 9.1 The Board shall adopt, and may amend from time to time, written Board Rules. Adoption or amendment of the Board Rules shall require at least $\frac{3}{4}$ vote of all Board members. The Board Rules shall provide reasonable rules regarding the time, place, and manner in which the Board conducts its business as further described below.

- 9.2 The Board of Directors, at its first organizational meeting after the adoption of this Restated IGA, or as soon thereafter as reasonable, shall adopt the written Board Rules, which shall govern both Board and Council procedures, including at a minimum:

- 9.2.1 the time, place, and notice for regular meetings;
- 9.2.2 the method and manner of calling regular and special meetings;
- 9.2.3 the method, terms and manner of election of Board and Council Officers;
- 9.2.4 procedures for executing documents and signing checks on behalf of the Agency, including any limits on the Agency Director's spending authority;
- 9.2.5 rules regarding filling Board and Council vacancies;
- 9.2.6 the delegation of a designated Board member responsible for supervising the Agency Director; and

9.2.7 other such rules which promote the efficient operation of the Board and the Council.

In the event of a conflict between the Board Rules and this Agreement, this Agreement shall prevail.

9.3 The Board shall be responsible for:

9.3.1 Meeting at least eight (8) times per year as further specified in the Board Rules.

9.3.2 Adopting and amending from time to time the Board Rules.

9.3.3 Approval and adoption of the Agency Strategic Plan.

9.3.4 Adoption of personnel policies and performance standards for Agency service levels, as recommended by the Agency Director.

9.3.5 Ratification or remand of the Agency's annual budget as recommended by the Intergovernmental Council.

9.3.6 Approval of all contracts over \$50,000.00.

9.3.7 Serving as the body to hear the final step of any union grievance procedure for unclassified employees.

9.3.8 Selecting and supervising the Agency Director and approving the contract, employment terms, and conditions of employment for the Agency Director.

9.3.9 Establishing subcommittees or advisory committees as needed.

9.3.10 Discussing and acting upon items placed on the Board's agenda by the Council or Agency Director.

9.3.11 Performing other duties in conformance with the Agency's authority as the Board sees fit to accomplish

10. INTERGOVERNMENTAL COUNCIL

There is hereby established an Intergovernmental Council ("Council") consisting of one representative from each Member Agency who is a party to this Agreement.

- 10.1 Council Officers. The Council Officers shall be Chair and Vice-Chair. The rights, duties and terms of the Officers shall be as decided by the Board of Directors in their adopted written Board Rules.
- 10.2 Quorum and Voting. Ten (10) Council members shall comprise a quorum for the purposes of deliberation and decision. Each Council member shall have one (1) vote. Approval of a majority of Council members attending a duly noticed meeting is required for any action.
- 10.3 Duties of the Council. The Council shall have the following duties:
 - 10.3.1 Recommend amendments to the Board Rules;
 - 10.3.2 Meet at least three times per year as further specified in the Board Rules.
 - 10.3.3 In coordination with the Agency Director, prepare, discuss, and adopt an annual budget for presentation to the Board of Directors for Board ratification or remand.
 - 10.3.4 Every five years, recommend a Strategic Plan for Board adoption.
 - 10.3.5 Annually, review and recommend revisions to the User Fee formula for Board adoption.
 - 10.3.6 Provide discussion items for the Board of Directors Agenda as desired.
 - 10.3.7 Make recommendations to the Board of Directors as desired.

11. USER ADVISORY GROUPS

- 11.1 The Agency Director shall establish at least one User Advisory Group ("User Groups") and may establish more than one User Group at his or her sole discretion. Such User Groups shall be selected from Member Agencies or Subscribers and shall be convened for the sole purpose of advising the Agency Director or designee.
- 11.2 The User Group(s) shall, upon the Agency Director's or designee's request: 1) provide advice and counsel to the Agency Director or designee; and 2) review and recommend Standard Operating Guidelines ("SOGs")

or procedures. The User Groups shall have no decision-making authority and shall not advise or make recommendations to the Board or the Council.

- 11.3 The User Advisory Groups shall perform duties by collaborative discussion and general consensus. No formal vote or quorum is required.

12. AGENCY DIRECTOR

12.1 The Board shall select, appoint and supervise an Agency Director based upon qualifications and competence as deemed appropriate by the Board.

12.2 The Agency Director shall be the chief administrative officer of the Agency and is solely responsible for performing or delegating all administrative duties, including the management and supervision of Agency employees. The Board will not interfere with the Agency Director's administrative duties or authority, but may, upon the Agency Director's request, provide advice and guidance regarding such administrative duties. The Board will adopt policies, rules, or procedures regarding the Agency Director's job description, duties, responsibilities, and performance monitoring as needed.

13. FUNDING

13.1 The Agency shall be funded in part from compensation paid to the Agency pursuant to User Agreements. The Parties further agree that such User Agreements compensation must include the assignment of each Party's 9-1-1 excise taxes to the Agency and may include other additional, cost-based User Fees. Such User Fees shall be based on a User Fee Formula recommended by the Intergovernmental Council and adopted by the Board in a public meeting. The Parties to this Agreement acknowledge that signing a User Agreement no later than June 30 of each fiscal year is a precondition to becoming a Party to this IGA.

13.2 The Agency Director may seek additional funding from other sources as desired and shall keep the Board and the Council apprised of such efforts.

14. AMENDMENTS

This Agreement may only be changed, modified, or amended upon three-fourths (3/4) vote of all signed Parties to the Agreement.

15. EFFECTIVE DATE

This Restated IGA shall become effective when signed by authorized representatives from a majority of all signatories to the Original IGA. By signing, the signatory affirms that he or she has the requisite authority to enter into this Agreement on behalf of the governing body and that the governing body is currently a non-breaching party to an unexpired User Agreement with the Agency.

16. PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes and replaces the previous Original IGA. However, this Agreement does not affect or supersede any prior agreements between the Agency and the Parties or other governments, including but not limited to any cooperative and coordinated efforts to provide a 9-1-1 primary public safety answering point for police, fire and emergency medical services or any unexpired User Agreements. All such agreements shall remain in full force and effect until modified, terminated and/or replaced.

17. SEVERABILITY

The terms of this Agreement are individually 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 or segment, shall not affect the remainder of the Agreement.

18. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

19. GOVERNING LAW

This Agreement shall be governed in all respects by Oregon law.

20. INDEMNIFICATION AND WAIVER

To the extent limited by the tort claims limits in Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to defend and indemnify each other and the Agency (including the Parties' employees, agents, or contractors) against any and all liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) for injury or damage to life or property related to this Agreement or arising from actions or failures to act under this Agreement (collectively, "Claims"). The Parties also hereby waive all such Claims against each other. However, this indemnification and waiver shall not apply to any willful misconduct by the Agency, the Parties, or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

21. INSURANCE

The Parties agree to each maintain comprehensive general liability insurance coverage or sufficient self-insurance reserves to cover the reasonable risks of damage or loss in the form of personal injury, bodily injury, or property damage for acts or omissions done in the course and scope of this Agreement in at least the coverage amounts for which public entities are liable under Oregon Revised Statutes and the Oregon Constitution, as those laws now exist or as they may be amended. The Agency and the individual Parties may require additional insurance coverage, limits, and terms. Such requirements shall be specified in the applicable User Agreements.

22. EMPLOYEES

Employees or volunteers of the Parties shall be deemed at all times to be employees and/or volunteers of their original employer for the purposes of this Agreement. No employment relationships between the Parties shall be imputedly created by this Agreement. Employees and volunteers remain subject solely to the personnel policies, rules, and regulations of their employer. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

23. DISPUTE RESOLUTION PROCESS.

23.1 In the event there are disputes or claims by the Parties related to this Agreement, the Agency's actions under this Agreement, or the Board Rules, the following dispute resolution process will be followed. The

Parties agree that this process will serve as the sole dispute resolution process regarding such disputes or claims. This process, however, does not apply to disputes or claims regarding User Agreements.

23.2 The disputing parties shall address disputes in the below order. Dispute resolution will be documented by mutually-signed memorandum.

23.2.1 File complaint with Agency Director describing the matter in detail specifically citing any alleged violations of the Restated IGA.

23.2.2 If unresolved, file with the Council Chair.

23.2.3 If unresolved, file with the Board President. The Board President shall inform the Board and the Board may, at its sole discretion, schedule a hearing to hear the matter. All Board decisions are final.

23.2.4 In the event the dispute is not resolved using the above process, either Party may proceed to mediation. To begin the mediation process, the Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the parties.

23.2.5 In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Jackson County, Oregon, unless otherwise agreed by the disputing parties.

23.2.6 In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.

23.2.7 The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

24. DISSOLUTION AND WIND UP

In the event that $\frac{3}{4}$ of all Parties to this Agreement vote to permanently terminate and dissolve the Agency as provided in Section 2.2.2 above, the dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members responsible for overseeing the Agency Director or a Board designee during the dissolution process. The Agency Director or a Board designee shall take immediate steps to begin to permanently terminate and dissolve the Agency. Such dissolution steps shall include but are not limited to the following:

- 24.1 Providing written notice to all Agency elected officials, employees, agents, or contractors of the pending dissolution, including the proposed timeline for a final dissolution and the Agency's expected process for ending employment relationships.
- 24.2 Notification to all neighboring governments, all necessary State and federal agencies, and all Agency partners of such dissolution.
- 24.3 Creation of a budget document which shall account for all Agency funds, revenues, and assets and all Agency debts and financial responsibilities.
- 24.4 Satisfaction of all Agency debts and financial responsibilities.
- 24.5 Any funds or revenues remaining in Agency accounts after satisfying all Agency debts and financial responsibilities shall be distributed to the Parties in proportion to their funding contribution to the Agency, as calculated over the Agency's final twelve (12) months. Such distribution plan shall be documented in writing and shall be provided to all Parties prior to distribution.
- 24.6 Agency personal property, equipment and furnishings not identified for return to a third party shall be sold in accordance with applicable public contracting and procurement law; after ensuring payment or satisfaction of all Agency debts or financial responsibilities, the funds from such sale shall be distributed to the Parties in proportion to their funding contribution to the Agency, as calculated over the preceding three (3) year period. Such distribution plan shall be documented in writing and provided to all Parties prior to distribution.

24.7 Any other actions or decisions required to fully dissolve the Agency, as determined by the Agency Director or a Board designee and the two (2) Board members identified to oversee the dissolution.

AGREED UPON TO AND ENTERED INTO by the appropriate officer(s) who are duly authorized by resolution to execute this Agreement on behalf of the governing body of the below-named unit of local government.

Dated: _____
_____ Jackson County

Dated: _____
_____ City of Medford

Dated: _____
_____ City of Central Point

Dated: _____
_____ City of Eagle Point

Dated: _____
_____ City of Rogue River

Dated: _____
_____ City of Jacksonville

Dated: _____
_____ City of Butte Falls

Dated: _____
_____ City of Talent

Dated: _____

City of Phoenix

Dated: _____

City of Ashland

Dated: _____

Rogue River Rural Fire Protection District #1

Dated: _____

Fire District #3

Dated: _____

Jackson County Fire District #4

Dated: _____

Jackson County Fire District #5

Dated: _____

Evans Valley Fire District #6

Dated: _____

Jackson County Fire District #9

Dated: _____

Prospect Rural Fire Protection District

Dated: _____

Lake Creek Rural Fire Protection District

Dated: _____

Greensprings Rural Fire protection District

Dated: _____

Southern Oregon University

Dated: _____

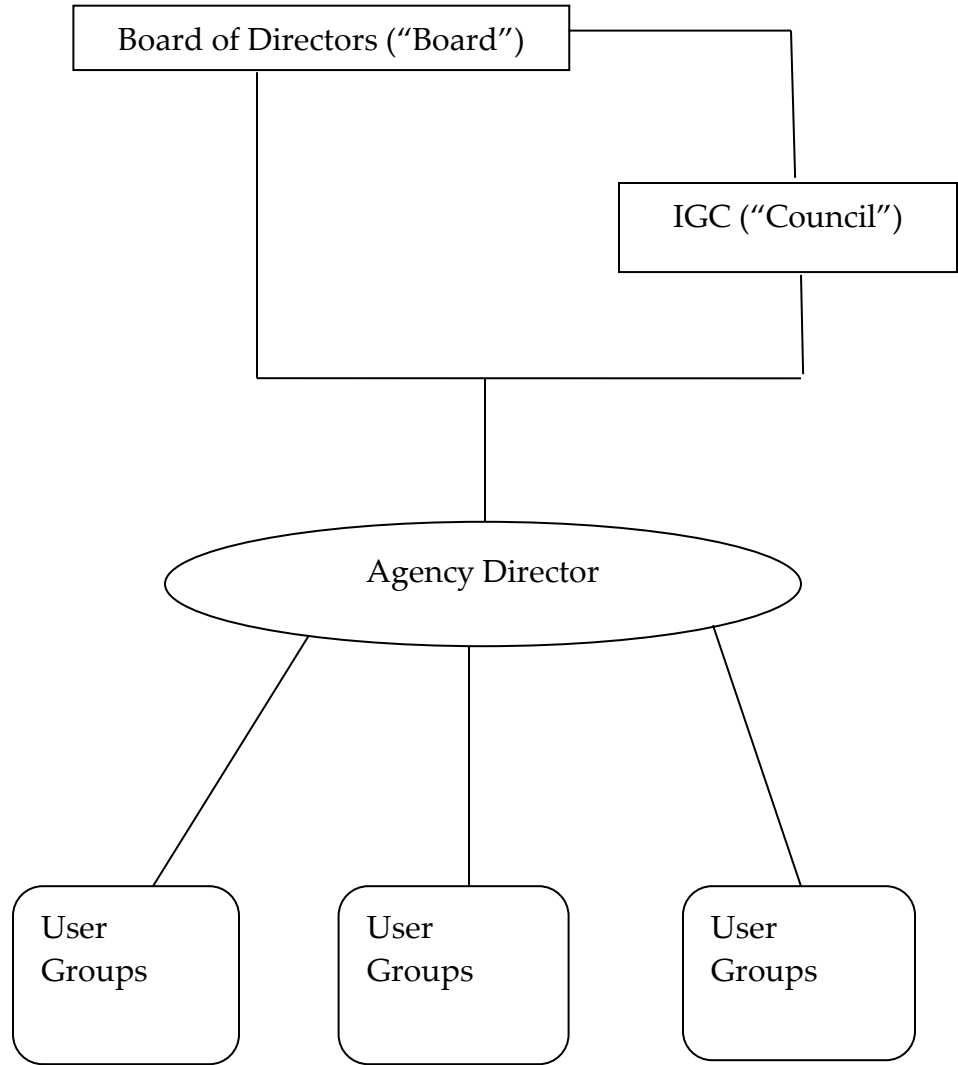
Medford Rural Fire Protection District#2

Exhibit "A"

The Emergency Communications of Southern Oregon Restated Intergovernmental Agreement ("Intergovernmental Agreement") is initially made and entered into, pursuant to ORS 190.010 and by and among the herein participating jurisdictions:

Jackson County:
The City of Medford:
Medford Rural Fire Protection District #2
The City of Central Point:
The City of Eagle Point:
The City of Ashland:
The City of Talent:
The City of Phoenix:
The City of Jacksonville:
The City of Rogue River:
The City of Butte Falls:
Rogue River Rural Fire Protection District #1
Fire District #3
Jackson County Fire District #4
Jackson County Fire District #5
Evans Valley Fire District #6
Jackson County Fire District #9
Prospect Rural Fire Protection District
Lake Creek Rural Fire Protection District
Southern Oregon University
Greensprings Fire Protection District

Exhibit "B"



FY 2018-2019 User Rates

Agency	Rates
BLM	\$ 6,708.46
Butte Falls Fire	\$ 3,345.44
Butte Falls Police	\$ 6,708.46
Crater Lake National Park	\$ 13,917.64
Greensprings Fire	\$ 6,708.46
Jackson County Airport	\$ 13,917.64
Jackson County Roads	\$ 6,708.46
Jackson County Services	\$ 6,708.46
Lake Creek Rural Fire	\$ 6,708.46
ODF	\$ 6,708.46
OLCC	\$ 6,708.46
Prospect Fire	\$ 6,708.46
SOU	\$ 13,917.64
US Forest Service	\$ 6,708.46
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Ashland Fire	\$ 199,252.25
Ashland Police	\$ 450,019.31
Central Point Police	\$ 278,601.87
Eagle Point Police	\$ 144,627.42
Evans Valley Fire #6	\$ 23,112.65
Jackson County Sheriff	\$ 1,320,674.63
Jacksonville Fire	\$ 27,998.22
Jacksonville Police	\$ 65,684.05
JCFD #1	\$ 66,438.53
JCFD #3	\$ 409,539.80
JCFD #4	\$ 46,170.83
JCFD #5	\$ 155,516.70
JCFD #9	\$ 46,251.82
Medford Fire	\$ 681,255.61
Medford Police	\$ 1,408,523.34
Phoenix Police	\$ 71,483.84
Rogue River Police	\$ 36,090.14
Talent Police	\$ 87,479.87