

## AGREEMENT

This Agreement, made and entered into by and between the City of Portland, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "County."

## WITNESSETH:

WHEREAS, City and County desire to jointly provide a 911 System to augment emergency communications for the residents of Multnomah County, Oregon without regard to the geographical boundaries of the respective parties; and

WHEREAS, City and County have agreed to provide such system utilizing the Operations Center at Kelly Butte, known as the Emergency Communications/Operations Center, as its operations center; and

WHEREAS, City and County have agreed that City shall provide for the management, operation, and maintenance of the system, and that the cost of such operation shall be shared between the parties as herein provided; and

WHEREAS, the parties have agreed that City and County shall jointly participate in planning to implement the 911 system, and in reviewing progress towards its implementation; and

WHEREAS, it is necessary that City's project director provide to City and County regular reports concerning these matters; now, therefore,

IT IS AGREED as follows:

1. Joint Project. The parties agree to finance a basic 911 system for the purpose of receiving emergency telephone calls, and arranging for responses from the appropriate emergency service providers. The "911 System" referred to above shall hereinafter be referred to as "the System."
2. Operations Center. The System shall operate out of the Emergency Communications/Operations Center at Kelly Butte in Multnomah County, Oregon.
3. Project Plan. City shall immediately appoint a project director who shall proceed to prepare a proposed plan, which shall specify:
  - a) All system criteria: Such as service level and expansion capability.

- b) All System specification: Such as facility accommodations and equipment specifications; and
- c) Project implementation and operation data: Such as System implementation and operation budgets and staffing level; and
- d) An implementation schedule specifying a time table for a stage-by-stage implementation of the System, including but not limited to:
  - 1.) Final decision as to such matters as the identity of the System's providers and users;
  - 2.) Equipment selection and acquisition;
  - 3.) Facility accommodations;
  - 4.) Personnel staffing; and
  - 5.) Commencement of operations.

The schedule shall specify that portion of the implementation budget attributable to each stage in the schedule. Implementation and operation budgets shall be prepared in line item form with sufficient specificity to identify the particulars of proposed expenditures.

It is acknowledged that completion of the plan must follow receipt and review of a report concerning the System to be presented by City to County. It is agreed that City shall submit said reports, and completed sections thereof, to County as soon as received, but in any event no later than November 28, 1980. It is agreed that City and County shall review the report and the plan shall be completed and approved by City and County on or before December 31, 1980.

- 4. Preparation and Implementation. Following approval by the parties of the Project plan, City shall do any and all things necessary and proper to implement the System, including:
  - a) Budget appropriate amounts for the current 1979-80 fiscal year to finance expenses required to be incurred during the 1979-80 fiscal year to facilitate commencement of System operation by the projected commencement date;
  - b) Provide adequate staffing to support the System;
  - c) Promulgate appropriate administrative rules and regulations to provide for the orderly operation of the Systems;

- d) Make any and all required facility alterations to accommodate the System; and
- e) Formulate and implement a public information and public education program concerning the System.

5. Review of the Implementation Progress. Following approval of the plan, City's progress toward implementation shall be reviewed by the parties. City's project director shall submit written progress reports to City and County at least once a month after approval of the plan. The reports shall state whether implementation is taking place in compliance with the implementation schedule, if not the reason or reasons why, and the steps which are being taken to resume timely implementation.

If during implementation of the System it becomes necessary or appears desirable to deviate from the project plan, modifications to the plan may be made by mutual agreement of the parties.

6. Party Representatives. The Commissioner of Public Works of the City of Portland and the Executive Officer of Multnomah County shall each appoint a designee to act as representative of the respective parties, and to receive any and all notices and communications from the other.

During implementation of the System, and prior to operation, the designee of each party shall receive from the other party copies of all pertinent business correspondence concerning the System. In addition, each party shall insure that the other's designee is informed sufficiently in advance of all business meetings concerning the System so that the designees may have a reasonable opportunity to be present and participate.

7. Operation Date. Implementation will occur only after the Law Enforcement Communication System standard has been achieved at ECOC. Having accomplished the operational goal as expressed above, the City shall make every good faith effort to insure that the System is implemented and fully operative by November, 1981.
8. Performance Standards Agreements. No later than 60 days prior to the commencement of operations, the parties shall negotiate an agreement which shall specify the System's first fiscal year budget and performance standards. The agreement shall be negotiated and fully executed prior to commencement of operation of the System. Modifications to the agreement may be made by mutual agreement of the parties.

Successive one year agreements of like kind shall be executed by the parties for each fiscal year the System is operative.

## 9. COMPENSATION AND METHOD OF PAYMENT

(a) It is acknowledged that the parties contemplate that the System will be funded by means of an excise tax to be adopted by County ordinance. It is further acknowledged and agreed that the parties intend that this fund be used initially to defray the County's administrative costs of collecting the tax and then to finance, in the following order (1) a Basic 911 System and the planning phase for an expanded 911 System, (2) an emergency medical services dispatch system and (3) if later agreed upon by the City and County, the expansion of the 911 System. If after defraying the County's administrative costs of collection and the costs incurred by the City and County in financing the foregoing agreed upon services, the fund is not exhausted, the parties agree to use any uncommitted monies in the fund to defray the costs incurred by public agencies for emergency communications, on a formula basis as specified by those bodies as embodied in their then existing intergovernmental agreement executed relative to the use of the Emergency Communications/Operations Center at Kelly Butte.

(b) Prior to the date the System becomes operative, to the extent that System expenses incurred by the parties can be met by the special fund established in connection with the County excise tax, referenced above, the City shall be reimbursed from said fund for its costs of performance hereunder as follows:

(1) Upon approval of the project plan, City shall request the County to reimburse it for the expenses it has incurred in preparing said plan. Within thirty (30) days after receipt of City's request, the County shall release to City the amount requested by City unless it reasonably finds that the expenditures made by the City were not in accordance with the project plan;

(2) With respect to those expenses incurred by City pursuant to the project plan to implement the System, City shall submit a monthly statement to County requesting reimbursement for the expenses it has incurred in preparing to implement the system. The request for release of funds shall identify the expense item with particularity and shall specify the work accomplished pursuant to the plan in the time period for which payment is requested, and each cost shall refer to a specific budget item. County shall within 30 days of the receipt of such a request release to the City the amount requested, unless it reasonably finds that (1) the expenditures made were not in accordance with the implementation budget or (2) the project is not proceeding to completion in accordance with the implementation schedule due to a lack of good faith effort by the City.

(c) After the date the System becomes operative, to the extent that System expenses can be met by the special fund to be established in connection with the County excise tax, referenced above, the City shall be reimbursed from said fund for its costs of operating the System. In order to receive such reimbursement, the City shall submit a monthly

statement to County requesting reimbursement for the expenses it has incurred. The request for release of funds shall identify the expense item with particularity, shall specify the nature of work activity associated with the expense, and each expense shall refer to a specific budget item. County shall within thirty (30) days of the receipt of such a request furnish to City the amount requested, unless it reasonably finds that (1) the expenditures made were not in accordance with the performance standards agreement budget or (2) City has failed to employ its best efforts in the performance agreements.

- (d) To the extent that any of the aforementioned expenses cannot be met by the special fund established pursuant to the County excise tax or (in the event no such tax is enacted) the City and County shall share expenses of the System as follows:
  - (1) For the first year, City 73.27% and County 26.73%
  - (2) For each subsequent year, the first year percentages will be modified, as necessary, to reflect the ratio of respective 911 calls for services received from the geographical areas policed by the City and County.
- (e) In the event the circumstances referred to in subsection (d) of this section should occur, the City shall pay for all such expenses and County shall reimburse City for its share of System expenses within thirty (30) days following submission of the statement provided that the expenses for which reimbursement is requested were made in accordance with the terms of this agreement.
- (f) In the event the parties are required to meet System expenses from sources other than the fund which is contemplated to be established pursuant to the County excise tax, the parties shall be reimbursed for said expenses from said fund as soon as practicable on a pro rata basis according to the formula appearing in subsection (d) of this section.
- (g) With regard to the development and implementation of an emergency medical services dispatch system, as mentioned in paragraph (a) of this section, the parties agree that all operating expenses shall be met in the same manner as prescribed above for the System in paragraphs (c) through (f) of this section.

10. 911 System Advisory Board. It is agreed that upon execution hereof a 911 System Advisory Board be constituted comprised of one representative from each public provider of emergency services which will receive calls for service through the System, and one representative from each of the parties hereto.

The board will meet from time to time so long as the System continues to review the operation of the System and to provide reports to the administrative manager of the System as the board sees fit.

11. Hold Harmless. City shall hold County harmless from and against any and all claims, demands, liabilities, suits or actions including attorneys' fees, arising out of or in connection with the operation of the System caused by the negligence of City's officers, agents or employees.
12. Arbitration. If any dispute arises between the parties concerning this agreement the dispute shall first be submitted for arbitration to a two (2) member panel consisting of one representative from each party hereto. Either party may submit a matter to arbitration by written notice to any panel member, specifying the matter in dispute in particularity, and stating the position of the party in detail. A copy of the notice shall be mailed to the other party upon submission. The two-member panel shall hear the matter within ten (10) days after receipt of the notice. It shall render its decision within five (5) days thereafter. If the panel members cannot agree on a decision within that five (5) day period, they shall immediately appoint a third member to the panel to hear the issue. In such event, the matter shall be reheard within five (5) days after said appointment, and decided by a majority vote within five (5) days of the hearing.
13. Termination. This agreement shall remain in effect until rescinded or modified by mutual agreement of the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
 MIKE LINDBERG, Commissioner  
 Public Works

By \_\_\_\_\_  
 DON CLARK, County Executive

BY \_\_\_\_\_  
 GEORGE YORKOVICH, Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
 CHRISTOPHER THOMAS, City Attorney

\_\_\_\_\_  
 JOHN B LEAHY, County Counsel

\_\_\_\_\_  
 RICHARD C. BUSSE, Chief Deputy

## ORDINANCE No. 149229

An Ordinance authorizing an intergovernmental agreement between the City of Portland and Multnomah County providing for implementation of a 911 emergency telephone system for the residents of the City and County.

The City of Portland ordains:

Section 1. The Council finds:

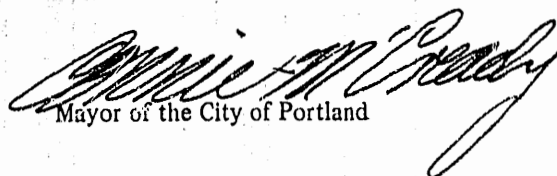
1. The public health and welfare requires establishment of a 911 emergency telephone system to service the residents of the City of Portland and Multnomah County.
2. That the Multnomah County Board of Commissioners passed an ordinance providing for the taxation of local communications systems in order to finance a 911 emergency telephone system for residents of the City and County.
3. That the implementation and financing of a 911 emergency telephone system for City and County residents should be a joint venture between the City of Portland and Multnomah County.
4. That an appropriate form of agreement specifying the duties, responsibilities and obligations of the City and County with respect to the implementation, operation and financing of a 911 emergency telephone system for City and County residents is attached hereto as "Exhibit A" and by this reference made a part hereof.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Commissioner of Public Works are authorized and directed to execute an agreement substantially similar in form to the agreement attached hereto as Exhibit "A".

Passed by the Council, MAR 5 1980

Commissioner Lindberg  
January 8, 1980  
Merry Hanson/dsh

  
Mayor of the City of Portland

Attest:

  
Auditor of the City of Portland

752 ~~612~~  
~~437~~  
 Calendar No. ~~403~~

**ORDINANCE No. 119229**

**Title**

An Ordinance authorizing an intergovernmental agreement between the City of Portland and Multnomah County providing for implementation of a 911 emergency telephone system for the residents of the City and County.

JAN 30 1980

PASSED TO THIRD READING

FEB 6 1980

CONTINUED TO FEB 20 1980

FEB 20 1980

CONTINUED TO MAR 5 1980

Filed JAN 25 1980

**GEORGE YERKOVICH**  
 Auditor of the CITY OF PORTLAND

By *Gordon A. Hall*  
 Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
COMMISSIONER LINDBERG

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>ML/MQY</i>

BUREAU APPROVAL
Bureau:
Prepared By: <i>Merry Hanson/dsh</i> Date: <i>1/8/80</i>
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

NOTED BY
City Attorney
City Auditor
City Engineer