

**COUNCIL RESOLUTION No. 31-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAKE OSWEGO EMERGENCY COMMUNICATIONS CENTER (LOCOM) TO PROVIDE THE CITY OF MILWAUKIE WITH EMERGENCY COMMUNICATION SERVICES.**

**WHEREAS,** City of Milwaukie does not have the infrastructure or personnel to provide emergency communications independently; and

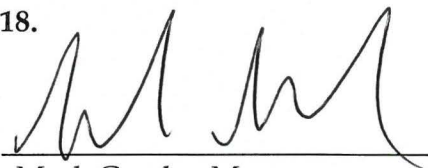
**WHEREAS,** The City of Lake Oswego has agreed to provide 24-hour emergency communication services to the City of Milwaukie; and

**WHEREAS,** The City of Milwaukie and the City of Lake Oswego benefit from having an Intergovernmental Agreement in place to describe the terms and conditions under which these emergency services communications will be provided.

**Now, Therefore, be it Resolved** that the City Manager is authorized to execute an Intergovernmental Agreement with the City of Lake Oswego Communications Center to provide 24-hour emergency services communications for the City of Milwaukie.

Introduced and adopted by the City Council on **May 1<sup>st</sup>, 2018**.

This resolution is effective on **May 1<sup>st</sup>, 2018**.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC



Scott Stauffer, City Recorder



City Attorney

**INTERGOVERNMENTAL  
COOPERATIVE AGREEMENT  
PUBLIC SAFETY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF LAKE OSWEGO, an Oregon municipal corporation (hereinafter "Lake Oswego"); and the CITY OF MILWAUKIE, an Oregon municipal corporation (hereinafter "Milwaukie")

**WITNESSETH:**

**RECITALS.**

1. Lake Oswego operates through its Police Department, Communications Division, a public safety dispatching facility (hereinafter "LOCOM Center") to provide public safety dispatching services to fire and police departments of Lake Oswego and, by this agreement, Milwaukie.

2. The parties acknowledge that they have authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.010.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Services to be Provided. Lake Oswego, through LOCOM Center, shall provide public safety dispatching services for Milwaukie's Police Department for the period of July 1, 2018, through June 31, 2022. The dispatching services include, but are not limited to:

- 24-hour-per-day answering of emergency telephone lines (including 9-1-1 calls) for fire, police, and emergency medical service requests;
- radio communications with police personnel regarding emergency and routine police matters;
- Dispatching and other services for law enforcement purposes as set forth in Exhibit "A".
- Coordination of Clackamas County Emergency Notification System, administration of users, activation for life-safety situations.

2. Control. The manner of LOCOM Center's performance of dispatch services, including but not limited to the establishment of standards of personnel performance, the hiring, supervision and discipline of LOCOM Center employees, and all other matters incident to LOCOM Center's performance of such services shall be under the exclusive authority of Lake Oswego.

3. Obligation of Lake Oswego to Provide Labor and Equipment. Lake Oswego shall supply all necessary labor, supervision, equipment and supplies necessary to maintain the services to be rendered hereunder as long as Milwaukie's obligations under Section 7, and elsewhere under this Agreement, are met

4. Obligation of Milwaukie for MSAG and GIS. Milwaukie shall continue to provide MSAG (Master Street Address Guide) and GIS information for Milwaukie's street system to Clackamas County.

5. Consideration.

A. Annual Contract Amount. On or before January 1 of each fiscal year, Milwaukie shall pay to Lake Oswego the Base Annual Contract Amount set forth below for that fiscal year, less a sum equal to Milwaukie's total 9-1-1 tax distribution from the State for the previous fiscal year ("Previous Year Tax Receipts").

	Fiscal Year	Base Annual Contract Amount <sup>1</sup> for Fiscal Year
New Year 1	2018-2019	\$588,978.00
Year 2	2019-2020	\$600,757.00
Year 3	2020-2021	\$618,780.00
Year 4	2021-2022	\$637,343.00

The amount paid to Lake Oswego directly by Milwaukie each fiscal year pursuant to this Section 5A shall be further adjusted as described in Section 5C below to ensure that it is ultimately reduced by a sum equaling Milwaukie's actual 9-1-1 tax distribution from the State for that fiscal year ("Actual Current Year Tax Receipts"), which have been assigned to Lake Oswego pursuant to Section 5B below.

B. Assignment of 9-1-1 Tax Receipts. Milwaukie hereby assigns its 9-1-1 tax disbursements directly to Lake Oswego for the duration of this Agreement, and shall direct the State 9-1-1 Office to pay all of Milwaukie's 9-1-1 tax disbursements directly to Lake Oswego for the duration of this agreement.

C. Payment of Difference of Previous v. Current 9-1-1 Tax Receipts.

Not later than 30 days following payment by the State to Lake Oswego of the final installment of Milwaukie's 9-1-1 Tax receipts for each fiscal year:

i. Milwaukie shall pay Lake Oswego a sum equaling the amount, if any, by which the Previous Year Tax Receipts exceed the Actual Current Year Tax Receipts for that fiscal year;

ii. Lake Oswego shall pay Milwaukie a sum equaling the amount, if any, by which the Actual Current Year Tax Receipts for that fiscal year exceed the Previous Year Tax Receipts.

D. Cost sharing of Clackamas County Emergency Notification System.

Within 30 days following written notice from Lake Oswego each year, Milwaukie will reimburse Lake Oswego a portion of the amount Lake Oswego pays each year to Clackamas County under the Intergovernmental Agreement between Clackamas County and City of Lake Oswego that provides for sharing the costs for the Clackamas County Emergency Notification System. The Milwaukie reimbursement amount shall be the percentage of the Lake Oswego annual payment to

<sup>1</sup> The Base Annual Contract Amount includes funding to assist with improvements in technology and replacement of dispatch equipment.

Clackamas County that equals the percentage of the total population of the LOCOM Center's 9-1-1 service area that consists of the population of the City of Milwaukie.

6. Adjustment of Base Annual Contract Amount.

In the event Milwaukie's calls for service in any fiscal year exceed 15% over the previous fiscal year, Lake Oswego shall notify Milwaukie in writing within 30 days following the expiration of that fiscal year, or, at Lake Oswego's option, such earlier time as it appears to Lake Oswego likely that the calls for service for that fiscal year will exceed 15% from the prior fiscal year.

Within 15 days following notification under this section, the parties shall meet in good faith to discuss the financial impact to Lake Oswego to respond to the anticipated additional calls for service for the next fiscal year (the fiscal year after the fiscal year in which the calls for service exceeded 15%). The parties shall endeavor to reach agreement upon an adjustment amount to the Base Annual Contract Amount in Section 5(A) above for that next fiscal year (the fiscal year after the fiscal year in which the calls for service exceeded 15%), and the listed subsequent fiscal years, to provide fair compensation to Lake Oswego for the additional costs incurred in responding to the calls for service and dispatch.

If the parties are unable to agree upon an adjustment to the Base Annual Contract Amount within 30 days following the notification described above, either:

a. The parties may mutually agree to arbitration, in such manner as they agree, to establish the amounts of adjustment; or

b. Either party may unilaterally terminate this Agreement effective 180 days following written notice of the decision to terminate. If either party elects this option, the amounts due for the applicable year pursuant to Sections 5 above shall be paid, pro rata, to the termination date.

7. Use of Compatible Equipment. For the duration of this Agreement:

Milwaukie shall operate on the 800 MHz trunked radio system and remain a partner with the C800 radio group. Lake Oswego will accept responsibility for connectivity to C800 and general repair issues. In the event Milwaukie chooses to utilize a disparate system, Milwaukie will be responsible for all costs associated with procuring a dispatch console, connectivity, warranty, and software licensing and support.

Lake Oswego shall provide the information technology support services identified in Exhibit B.

Milwaukie shall be responsible for its own purchases of mobile data computer (MDC) approved hardware, installation, and ongoing data connection costs.

Milwaukie shall work with Lake Oswego IT prior to adding any additional software to their MDC to ensure compatibility with the MDC interface and software.

8. LOCOM Center User Board. For the duration of this Agreement, Milwaukie shall participate as a member of the LOCOM Center User Board.

9. Limitation of Liability. Subject to the limitations of the Oregon Tort Claims Act ORS 30.260 et. seq., and the Oregon Constitution, Lake Oswego hereby covenants and agrees to hold and save Milwaukie and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Milwaukie, its officers, agents, or employees as a result of the performance of the duties to be performed by Lake Oswego by the terms of this agreement. By so doing, Lake Oswego, its officers and employees, shall not be deemed to have assumed any liability for acts of Milwaukie or of any officer, agent, or employee thereof, and Milwaukie hereby covenants and agrees to hold and save Lake Oswego and all of its officers and employees harmless from all claims whatsoever that might arise against Lake Oswego, its officers or employees, by reason of any act of Milwaukie, its agents, officers, and employees. For this purpose, employees of the LOCOM Center shall be deemed to be employees of Lake Oswego not as agents or employees of Milwaukie.

10. Provision of Information. Milwaukie shall provide the LOCOM Center with, and will update as necessary, maps of Milwaukie with addresses, a 24-hour emergency telephone number list for on-call city personnel, known residential and business emergency contact numbers, current building and development site information, a copy of the City of Milwaukie's City ordinances, emergency information for emergency operations center (EOC) personnel and any other pertinent information deemed necessary by Lake Oswego to effectively perform dispatching duties.

11. Termination of Agreement. Lake Oswego may terminate this Agreement at any time for non-payment of any sum when due as required by Section 5 of this Agreement. Otherwise either party may terminate this agreement effective July 1 of any fiscal year, provided written notice is given to the other party by January 1 of the preceding fiscal year.

12. Non-appropriation. Lake Oswego may terminate this Agreement, in whole or in part, upon thirty (30) days written notice to Milwaukie, in the event that Lake Oswego fails to receive funding, appropriations or other expenditure authority at levels sufficient to perform the services set forth in this Agreement.

13. Amendment Provisions. The terms of this agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this agreement, and shall be executed by the parties.

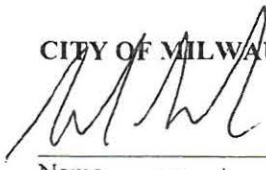
14. Notice. Any notice under this agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Lake Oswego: City Manager  
City of Lake Oswego  
P. O. Box 369  
Lake Oswego OR 97034


Milwaukie City Manager  
City of Milwaukie  
P. O. Box 48  
Milwaukie OR 97068

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year hereinabove written.

CITY OF MILWAUKIE

 Mayor  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Date 5-1-18

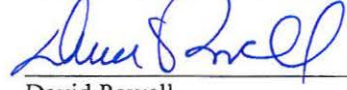
CITY OF LAKE OSWEGO

 Kent Studebaker  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Date 6/12/18

APPROVED AS TO FORM:

  
Milwaukie City Attorney

APPROVED AS TO FORM:

  
David Powell,  
Lake Oswego City Attorney



## EXHIBIT A

## LAW ENFORCEMENT DISPATCH ACTIVITIES

LOCOM Center provides for each member department a full public safety call answering and dispatching service by dual certified dispatchers who:

1. Answer, screen, transfer, and call take 9-1-1 calls.
2. Answer police department non-emergency telephone calls 24 hours a day.
3. Screen telephone calls to determine: the nature of the call, location of the incident, pertinent information.
4. Provide dispatching of appropriate resources.
5. Provide dispatching of additional cover units and other needed resources for field units.
6. Keep the officers' status and document all officers' activities. Monitor officers' safety by checking their status, using department directed pre-set time guidelines.
7. Provide on-site department access to all activities and documentation maintained on the computer aided dispatch system.
8. Work with Milwaukie PD to provide an activity bulletin within the confines of the MAJCS CAD system.
9. Provide all authorized field unit's direct availability into the Portland, Clackamas County, state, and national computer systems (RegJIN-Regional Justice Information Network, CLASS-Clackamas Law Enforcement Support System, LEDS-Oregon Law Enforcement Data System, DMV-Department of Motor Vehicles, NCIC-National Crime Information Center, AND CCH-Computerized Criminal History.) Milwaukie PD agrees to provide adequate licensing to LOCOM Center for any additional records management systems the department is utilizing and requesting database searches by LOCOM staff.
10. Verify and confirm all warrants, stolen and other "hits" by telephone and teletype.
11. Compose and send all time critical teletype messages using the state and national computerized files.
12. Make telephone calls for field units as required.
13. Act as an interface between field units and other public safety agencies.
14. Maintain after hours numbers for emergencies and other call outs for agency employees.
15. Provide dispatching for community service officers and other support functions.
16. Maintain the warrant file for municipal court service.
17. Provide dispatching for animal control officers if requested by a member department.
18. Provide dispatching for Public Works employees after hours as needed.

19. Monitor existing alarms currently on the system, but the LOCOM Center will not accept any new accounts for the City of Milwaukie. The City of Milwaukie will work with LOCOM to migrate existing alarms off the monitored LOCOM system by 2020.



## EXHIBIT B

## INFORMATION TECHNOLOGY SUPPORT SERVICES

Lake Oswego shall provide the following services in support of the City of Milwaukie's MDC program:

1. Provide MDC computer specifications and vendor ordering information on request.
2. Pick up MDC from Milwaukie Information Systems and Technology (IST) staff once tagged and return to Milwaukie IST when removed from service for final disposition.
3. Define, configure, install and maintain computer image(s) that support Lake Oswego's MDC operations.
4. Name MDC with City of Milwaukie asset tag ID (e.g. MDXXX.)
5. Configure and install Lake Oswego supported anti-virus software.
6. Configure and install any special hardware or software applications desired by City of Milwaukie that support Police operations that are also approved by Lake Oswego. Connecting significant hardware capability to the MDC may result in additional support cost to be negotiated separately. Support for the MK43 RMS is limited to determining connectivity to the MK43 website.
7. Coordinate installation of MDC into Police vehicles.
8. Procure, install, configure and support MDC air cards that provide connectivity to CAD as needed.
9. Provide updated listing of MDC placement by vehicle to City of Milwaukie IST staff to include
  - a. Air card number, air card make/model, and MDC assignment.
  - b. Software license assignment for Milwaukie specific applications.
10. Provide MDC configuration and support in compliance with CJIS-Criminal Justice Information Services and LEDS standards.
11. Provide all MDC and user support including connectivity troubleshooting during normal business hours and provide after-hours trouble reporting procedures.
12. Coordinate hardware repair with vendor for Panasonic MDCs. Out of warranty repairs will be the financial responsibility of the City of Milwaukie.

City of Milwaukie shall provide the following services in support of the MDC program:

1. Order, purchase and track all MDC hardware; record serial numbers and affix City of Milwaukie asset tag
2. Order, purchase and provide software licenses and volume license keys not provided by the City of Lake Oswego
3. Properly dispose of decommissioned MDC hardware

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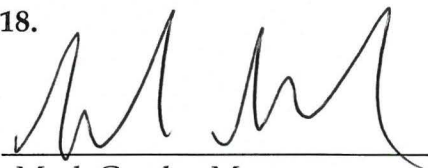
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City Attorney