



Cheryl Bledsoe, Director

Clackamas 911 (C-COM)
2200 Kaen Road, Oregon City, OR 97045

STAFF REPORT

July 30, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement to
Provide Emergency Dispatch Services to the Aurora Fire Department

Purpose/Outcomes	Clackamas County 911 to provide 911 emergency dispatch services to Aurora Fire Department
Dollar Amount and Fiscal Impact	Aurora will pay user fees, consistent with the formula for fire agencies to Clackamas 911, based on 3 years of historic call volume. For FY20-21, this is \$20,990.
Funding Source	Aurora Fire Department
Duration	Effective, until rescinded by notice by Aurora Fire Department
Previous Board Action	Board has previously approved the Clackamas 911 Member Board Charter for user agencies. This is just the dispatch agreement for service to add an agency.
County Counsel Review	Service Level Agreements were originally approved in 1994. This specific agency agreement has been reviewed and approved by County Counsel on 7/22/20.
Strategic Plan Alignment	This item follows the Board's Key Initiatives of providing public safety services to residents within Clackamas County.
Contact Person	Cheryl Bledsoe (971) 284-3091

BACKGROUND:

Per the Clackamas 911 Member Board Charter, agencies may decide to expand dispatch services to agencies who reside within Clackamas County. In Fall 2019, Aurora approached the Clackamas 911 Member Board with a Letter of Intent, requesting a desire to move from receiving dispatch services from METCOM in Marion County to Clackamas 911 to improve mutual aid response and radio services. In December 2019, the Clackamas 911 Member Board voted with 2/3rd majority to add Aurora Fire Department to its member board. Additionally, Aurora Fire Department also became a member of the C800 Radio system.

9-1-1 calls for the Aurora area are not being serviced by Clackamas 911 because 911 calls in Marion County follow the Law Enforcement agency for a service area because, by percentage, more incoming 911 calls require law enforcement response than fire/medical response. For the Aurora service area, Marion County Sheriff's Office (MCSO) is the responding law enforcement agency which means that the 911 calls are directed to Willamette Valley Communications Center (WVCC). Calls from this area which are received by WVCC, but are exclusively a fire response are then transferred to Clackamas 911 for processing and dispatch.



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Transition work to provide dispatch services to Aurora occurred between January-June 2020. The dispatch agreement was signed on June 23, 2020 by Aurora Fire Department so that Clackamas 911 could begin providing dispatching services on July 1st.

RECOMMENDATION:

Staff respectfully requests the Board Chair's signature on the dispatch agreement with Aurora Fire Department.

Sincerely,

Cheryl Bledsoe,
Clackamas 911 Director

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

This Agreement for intergovernmental cooperation is made under authority of ORS Chapter 190 and is effective as of the 1st day of July, 2020, by and between Clackamas County, hereinafter referred to as COUNTY, and each of the following governmental entities: Aurora Fire, City of Canby, City of Gladstone, City of Molalla, City of Oregon City, City of Sandy, Boring Fire District, Canby Fire District, Clackamas County Fire District #1, Colton Fire District, Estacada Fire District, Hoodland Fire District, Molalla Fire District, and Sandy Fire District, each of which is hereinafter referred to individually as the AGENCY (or Member) and collectively as the AGENCIES. This Agreement shall remain in effect until terminated as provided herein.

WITNESSETH:

WHEREAS, COUNTY operates a central 9-1-1 Public Safety Answering Point (PSAP) and a dispatch facility, hereinafter referred to as C-COM, to provide service to various fire and law enforcement agencies within COUNTY, and

WHEREAS, COUNTY and AGENCY are member agencies under the provisions of the Clackamas County Dispatch Center Member Board Charter, and

WHEREAS, the Member Board Charter provides for the appointment of officers, for the establishment of an Executive Board and Service Committees, and for the delegation of certain functions regarding the operations of C-COM;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY, through C-COM, agrees to provide 9-1-1 public safety answering point services (PSAP services) for the AGENCY in the manner herein set forth in this Agreement and in the Clackamas County Dispatch Center Member Board Charter, hereinafter referred to as "Charter" (Exhibit A). The PSAP services shall include 24-hour-per-day staffing of communications personnel for answering of 9-1-1 telephone calls for fire, law enforcement and medical services. Performance goals for the 9-1-1 PSAP are described in Exhibit B, and are incorporated by reference herein. COUNTY and AGENCY agree that performance goals may be revised as needed by their respective Service Committees.
2. COUNTY, through C-COM, agrees to provide dispatching services for the AGENCY in the manner set forth in this Agreement and the Charter. The dispatching services shall include 24-hour-per-day staffing of dispatch personnel for dispatch of fire, law enforcement and medical services requests; emergency and routine radio communications with law enforcement and fire Member Agencies; communications between members and other resources relating to the functions of Member Agencies;

and other specific functions needed and requested by Member Agencies to aid in the performance of their functions. Performance goals for the dispatch services are described in Exhibit B, and are incorporated by reference herein. County and AGENCY agree that performance goals may be revised as needed by their respective Service Committees.

3. Services shall be rendered as specified in Exhibit B, and in accordance with the provisions of the Charter. Discipline and other matters incident to the control of personnel providing such services shall remain with COUNTY
4. For the purpose of performing the described dispatch functions, COUNTY shall furnish and supply labor, supervision, equipment and supplies necessary to maintain the level of services to be rendered hereunder, as mutually determined by the Member Board and COUNTY.
5. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, where applicable, and Article 11 Section 10 of the Oregon Constitution, COUNTY and the AGENCY hereby covenant and agree to hold and save harmless and defend the other, and all of its officers, agents, and employees, from all liability, loss, costs and claims whatsoever that might arise from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the indemnifying party and its officers, agents and employees in performance of this Agreement.
6. Costs for answering and dispatch service will be determined on the basis of actual dedicated personnel and materials and services needed to perform the prescribed functions, as follows:
 - A. Operational assessments are to be adjusted annually based on changes in the cost of operations, added service requirements and number of Member Agencies. COUNTY will determine the operational costs for each Member Agency for the succeeding fiscal year and submit them to each AGENCY by February 28. The supplemental budget process shall be used for increased expenditures in the approved budget except in the case of individual agency's or agencies' request for additional services.
 - B. C-COM will maintain a capital reserve fund dedicated to the replacement of C-COM equipment and facilities. C-COM Members will annually contribute their portion to this fund as part of the regular budget. Funding of the capital reserve fund shall be based on the amortization schedule attached as Exhibit C, with the amount being approved by the Member Board during the yearly budget process. C-COM's portion of the cost of replacement of equipment and facilities shall be mutually determined by the Member Board and COUNTY. Infrastructure fees or assessments deposited in the capital reserve fund shall be non-refundable.
 - C. Should a Member or a group of Members require the installation of equipment or performance of special services dedicated to their function, to the exclusion

of others, that Member or group of Members will bear the entire cost of such equipment, installation, maintenance, and operation. Any infrastructure fees or assessments deposited in the capital reserve fund shall be non-refundable.

- D. Agencies may join C-COM at any time with the approval of the Member Board. Agencies that join C-COM during a fiscal year shall have their annual costs prorated according to established formulas.
7. The cost for C-COM service for the AGENCY shall be determined for the fiscal year July 1 to June 30, as set forth in the Member Board Charter, Section IX, "A", Relating to Budget. Incoming agencies shall pay 50% of their established annual cost to cover the cost of technical transition work.
 8. Clackamas County Finance Department shall invoice the AGENCY at the beginning of each month. The monthly charge is determined by dividing the annual dispatch service fee by 12 equal payments. The AGENCY shall pay the monthly charge within 30 days.
 9. The AGENCY's participation in C-COM may be terminated by either party as of the 30th day of June of any year during the term of this Agreement by giving nine (9) months prior, written notice to the other party (by October 1 of the previous year).
 10. The AGENCY understands that Exhibit A (the Member Board Charter), Exhibit B (the performance goals), and Exhibit C (the amortization schedule), may be changed from time to time in accordance with the procedures established in the Member Board Charter, and agrees that such changes will be incorporated into this Agreement by this reference unless the AGENCY, within 60 days of the change, gives notice of termination of the AGENCY'S participation in C-COM as provided above.
 11. COUNTY will sign the original of this Agreement. Each AGENCY will sign a counterpart of the original. The parties intend that each signed counterpart will constitute an Agreement between the COUNTY and the AGENCY.

The signature page for Aurora Fire, City of Canby, City of Gladstone, City of Molalla, City of Oregon City, City of Sandy, Boring Fire District, Canby Fire District, Colton Fire District, Estacada Fire District, Hoodland Fire District, Molalla Fire District and Sandy Fire District are located on succeeding pages.*

CLACKAMAS COUNTY

Jim Bernard, Chair

Date

Mary Raethke, Recording Secretary

Date

AGENCY

Aurora Fire District

Name of Agency

Joshua L. Williams

By

Joshua L. Williams

Signer's Printed Name

6/23/2020
Date