

**RESOLUTION NO. 1349
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY FOR GIS
SUPPORT**

Whereas, Crook County (“County”) is able to provide GIS support for the City of Prineville (“City”) for the acquisition, development, maintenance, updating, processing and configuration of mapping data for the Prineville Public Safety Answering Points (PSAP) (“Services”); and

Whereas, County has prepared an Intergovernmental Agreement (“Agreement”) to perform the aforementioned services; and

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this ____ day of May, 2018.

Betty J. Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT
for GIS SUPPORT**

This Agreement is entered into between Crook County, a political subdivision of the State of Oregon acting through its GIS/IT Department (hereinafter "County"), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter "City"). County and City may be referred to individually as a Party or collectively as the Parties.

RECITALS

1. ORS 190.003 and 190.010 provide that units of local government, including the Parties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
2. The Parties have the authority to perform the functions and activities set forth in this Agreement.

Now therefore, County and City agree as follows:

A. Responsibilities of the Parties:

1. County Duties: County will provide GIS support to City for the acquisition, development, maintenance, updating, processing, and configuration of mapping data for all Public Safety Answering Points (PSAP) in the State of Oregon, as follows:
 - Quarterly disbursement shall not exceed \$9,000, excluding special projects as described in the new funding policy (Exhibit A).
 - City shall provide County 30-days' notice if the scope of work for the quarterly disbursement needs to be reduced from the full amount for that quarter.
 - County shall provide updated data to City and OEM once a month.
 - County shall invoice City for work once files have been submitted to the state as required in the policy.
 - City (through 911) shall submit to OEM for reimbursement.
 - City shall pay County's invoice once state accepts work and reimburses City.
2. City will pay County for costs incurred at the rate of Sixty Five and no/100 Dollars (\$65.00) per hour. The funding model is based on Office of Emergency Management's (OEM) budget cycle and requirements. A copy of OEM's policy directive is attached as Exhibit "A" and incorporated herein by reference.
3. Each Party will defend, indemnify and hold harmless the other Party, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the indemnifying Party, its employees, servants or agents.
4. In taking this responsibility and providing the support specified in this Agreement (and any associated services) each of the Parties shall maintain its public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted to it by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of its status as local public bodies.

B. Term & Termination:

1. This Agreement is effective July 1, 2017 and expires on June 30, 2019.

2. Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given.
3. Either Party may terminate this Agreement effective immediately after giving written notice of termination for cause. Cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

C. Dispute Resolution.

1. Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
2. The Parties will work to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

D. Standard of Performance – Limited Warranty. County warrants that its findings, recommendations, specifications, or professional advice provided hereunder will be prepared and presented in accordance with the local standards of Geographic Information System professions in effect at the time the services are performed. CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930. Both City and County agree to waive any consequential damages in the event of any injury, damage, or loss due to conduct related to this Agreement. Any County liability under this Agreement shall be limited to limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.).

- E. Amendments; Assignment.** This Agreement may be modified or extended by written agreement signed by both Parties. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- F. Waiver.** The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.
- G. Force Majeure.** Neither Party is responsible for delay or default caused in part or in full by reasons beyond that Party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- H. Merger; Severance.** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their

agents, and representatives. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

- I. **Attorney Fees.** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- J. **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in one or more counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CITY OF PRINEVILLE

CROOK COUNTY COURT

Betty J. Roppe, Mayor
Date: _____

Seth Crawford, County Judge
Date: _____

Steve Forrester, City Manager
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

A. FUNDING MODEL

Database Maintenance

Funding identified for GIS/MSAG activities will be disbursed from OEM’s 911 Subaccount to the PSAPs, 9-1-1 Jurisdictions, MSAG Coordinators, and GIS Data Maintainers using a formula that is based upon population served in a defined geographic jurisdiction.

Thirty-one (31) agencies have been identified as the primary point-of-contact and recipients of the GIS/MSAG disbursement. This policy includes the flexibility to adjust those recipients upon request and as the Program deems necessary. The 2015 population figures for the counties corresponding to the funding recipients was used to identify natural break points and groupings for several base levels of funding.

In addition to this Base Rate, certain allowances were made for areas that were comprised of multiple counties and/or multiple PSAPs. The multi-county allowance reflects the additional effort required for a 9-1-1 data maintainer to coordinate with multiple county agencies for the information that informs changes to the 9-1-1 databases. The multi-PSAP allowance reflects the additional effort required for a 9-1-1 data maintainer to coordinate with multiple PSAPs and mapping systems in the configuration and delivery of the data used to support those systems.

The categorized population-served level combined with the multi-agency determination result in a funding level which is to be disbursed directly to the identified recipient on a quarterly basis; to be used according to the restrictions set forth in this policy.

The funding levels by each recipient is detailed in **Appendix A**.

Disbursement for Database Maintenance is subject to budgetary limitations.

Special Projects

Certain efforts of work that meet the criteria of Section 3 (ALLOWABLE USE) but that fall outside of normal scope of maintenance may qualify as a special project. The intent of the Special Project consideration is for one-time efforts that improve the GIS/MSAG data quality, GIS/MSAG data completeness, or operational 9-1-1 mapping capability of the 9-1-1 jurisdiction and that meet the stated goals and purpose of this funding policy.

In order to receive funding for special projects, prior approval must be received from OEM. **Appendix B** contains the GIS/MSAG Special Project Application form that must be used for submission to OEM.

When a Special Project Application proposal is received, OEM shall distribute the proposal to the GIS and MSAG Funding Policy Subcommittee for their review of the proposal. The Subcommittee members will have two (2) weeks to review the proposal. During this review period, Subcommittee members may submit questions to the entire Subcommittee and/or the Program for consideration and discussion. At the end of the review period, each Subcommittee member will submit an email with their recommendation to OEM. OEM will compile the recommendations, and review the special project application for compliance with ORS, OAR, and this Policy, and make a final determination on whether or not to approve the Special Project request. OEM will then inform both the applicant and the Subcommittee of the resulting decision via email.

Funding for approved Special Projects does not count against a jurisdiction's (County, PSAP) Standard Disbursement amount.

Disbursement for Special Projects is subject to budgetary limitations.

B. ALLOWABLE USE

"Database development, operation and maintenance." ORS 403.240(3)(c)

MSAG Coordination and Update Services

Ongoing MSAG maintenance for each county in the State of Oregon is mandatory, and the time spent on maintaining the MSAG is eligible for funding under this policy.

MSAG maintenance includes any updates that result in a change to the MSAG. This includes address range modifications, additions, deletions, street name changes, and English Language Translation or Emergency Service Number updates. MSAG maintenance may involve coordination with concerned parties, such as emergency service personnel, addressing authorities, road authorities, and other MSAG coordinators for mutual response areas. Services also include any ALI discrepancy reporting, such as research and updates related to misroutes, incorrect ALI information, and no records found. Additionally, any changes to the MSAG must be communicated back to the telecommunication companies for incorporation into their location database.

(126)

GIS Data Layer Development/Maintenance

The following GIS data layers are pre-approved for development and/or maintenance work under the terms of this policy. In order to be eligible for funding, the GIS data (as delivered) must conform to or be compatible with any statewide data model standards adopted by the Program.

- Road Centerlines
 - Road Centerlines
 - Road Name Alias Table
- Site/Structure Address Points
 - Address Point
 - Common Place / Landmark
- Emergency Service Boundaries
 - ESN/ESZ
 - Fire
 - Police
 - EMS
- PSAP Jurisdiction (Call-Taking) Boundaries

Approved Tasks and Expenditures

- GIS Data Development and Maintenance
 - Using GIS software to build/maintain data layers
 - Field Verification
 - Data acquisition efforts
- Coordinate regular data exchanges with neighboring jurisdictions
- Procure additional/reference data layers from other agencies for use in PSAP mapping systems
- Mapping application configuration – Telephony and CAD mapping applications
 - Data input/processing
 - layer symbology
 - labeling
 - layer display order
 - routing
 - toolbar configuration
 - troubleshooting with vendor
- E9-1-1 data (MSAG, ALI, ESN) improvement
 - extraction, processing and quality control routines designed to proactively identify errors in database

- GIS Layer Processing/Scripting
 - Automation of data processing routines (merging, clipping, enriching, generalizing data)
 - Automation of Quality Control routines
- Administration
 - Quarterly Disbursement Forms preparation
 - Data upload/delivery
- Training
 - Annual State 9-1-1 Program GIS/MSAG Conference
 - Onsite/Online coursework
- PSAP/County/Regional/State Coordination
 - Data coordination, PSAPs coordinating with other PSAPS, cities, county, state
 - Data sharing/services agreement development (IGA, MOU) between agencies
- Orthophoto image processing
 - changing data formats, image resolution
 - building mosaics
- Application development
 - building desktop/web/mobile applications for data visualization, data collection, data editing, and data quality processing
- Hardware and Software
 - related directly to the GIS, MSAG, and Mapping support of the PSAP and the 9-1-1 system(s)
 - Telephony mapping systems (i.e., VESTA Map and MapFlex) and CAD mapping modules are already funded directly by other means out of the 911 Subaccount and are therefore not covered under this policy

Jurisdiction Disbursement Agreement

Areas with more than one primary PSAP and/or single PSAPs that rely on multiple agencies to maintain their GIS/MSAG data are required to have a letter of agreement (LOA), signed by each agency, and kept on file with OEM, prior to receiving distribution. The LOA will specify the total amount of GIS/MSAG funds to be distributed to the jurisdiction and will also, if necessary, sub-divide those allowable funds between the authorized agencies within the jurisdiction that are participating in this Funding Policy. (See **Appendix C**)

At a minimum, all PSAPs represented in a particular jurisdiction must authorize distribution of the GIS/MSAG funds and indicate their authorization with signature on the LOA.

OEM requires this LOA in order to insure all PSAPs and related agencies within a single jurisdiction are in agreement to how their GIS/MSAG funds are being distributed and that they have access to the same GIS/MSAG data. If the GIS/MSAG data funded, developed, and maintained under this Policy is not shared with all PSAPs in the jurisdiction, funding is subject to termination.

The LOA must be amended if any of the signers or conditions of agreement change. The new LOA must be filed with OEM before disbursement will resume.

Signature Cards

Each agency authorized to perform work and seek funding under this Policy will need to complete signature cards for up to two (2) individuals that are authorized to request/approve the request for disbursement on behalf of the agency.

A template of the required signature card is provided in **Appendix D**

C. DISBURSEMENT PROCESS

“The Office will oversee reimbursement from the 9-1-1 Subaccount for work associated with GIS and MSAG maintenance.” OAR 104-080-0200(5)

“A request for reimbursement must be made using process set by the Office and are subject to Office review for completeness, accuracy, and applicability.” OAR 104-080-0200(6)(d)

GIS/MSAG Disbursement Request Submission

- All Disbursement Request Documentation must be submitted via transfer to the OEM file upload site.
- All Disbursement Requests must include the following:
 - Quarterly GIS/MSAG Disbursement Request: PDF scan, PDF with electronic signature **Appendix E**
 - GIS Data Delivery
- A single request packet may not span multiple quarters
- OEM operates under the following disbursement schedule:
 - Q1: January – March

(129)

- Q2: April – June
- Q3: July – September
- Q4: October – December
- Each GIS/MSAG Disbursement Request must cover work performed for a single approved/designated (for the purposes of this Funding Policy) jurisdiction
- Funds are available at the beginning of each quarter; provided all Administrative Requirements (see Section 4) are complete and the Disbursement Request submission packet is complete and passes OEM review
- If an entity receiving funds becomes ineligible for any reason contained in either this Policy or because of their contract/IGA becoming invalid, that entity will be required to refund a portion of the funds disbursed to them at the beginning of the quarter in which they became ineligible. The amount of disbursement will be prorated according to the number of working days remaining in the quarter.

GIS Data Delivery

"All GIS data must be delivered to the Office in a standard data model, format, and method as set by the Office." OAR 104-080-0170(11)

- Data must be delivered quarterly, at a minimum
- Data must be sent within the first two (2) weeks of the new quarter
- Data must be delivered via OEM's designated file upload site
- Data must be uploaded with all data contained in a single zipfile
- It is preferred that data be contained in a single file geodatabase
- Must include all GIS data layers defined in Section 3 (GIS Data Layer Development/Maintenance)
- If Metadata exists for any data, it must be included with the delivery

Quality Control

- OEM will perform a series of change detection and quality control (QC) processes on the delivered data
- Feedback on Quality Control results will be provided to each data maintainer. Feedback will include areas of expected improvement for the next billing cycle
- Agencies participating in this program shall keep and make available for the examination and audit of or by the State 9-1-1 Program, or the

Program's authorized employees, agents or representatives during normal business hours, all data, materials and information, including but not limited to records of all receipts, costs and disbursements made by the GIS/MSAG Service Provider with respect to the Services performed under this policy and the funds distributed by the Program for said Services. The State 9-1-1 Program shall have the right to conduct such examination and audit, no more than two (2) times per calendar year.

D. DATA OWNERSHIP

"Ownership of the MSAG is jointly held between the primary PSAP, the provider, and Office." OAR 104-080-0170(8)

"All 9-1-1 geographic information data shall be delivered to and shared with the Office. The Office may use, manipulate, process, and store all 9-1-1 GIS data according to industry best practices." OAR 104-080-0170(10)

Geographic Information System (GIS) data layers that are developed, maintained, and receiving funding under this GIS and MSAG Data Development Funding Policy are subject to the OEM data sharing agreement with the PSAPs in Oregon and the State Emergency Coordination Center (ECC).

The State 9-1-1 Program reserves the right to use the data delivered under this policy in the following manner:

- Perform quality checks on the data and report on the results both internally and externally
- Merge the individual jurisdictional data into a larger statewide database

All GIS data developed by the PSAPs and funded under this policy is jointly owned by the PSAP and OEM. As such, the PSAP (or the OEM approved service provider) has the right to freely share and distribute the data with any other agency/organization, and may do so with any restrictions on its use that the PSAP deems necessary.

VI. REVISION HISTORY:

Version Number	Date Approved	Approved By	Brief Description
001	2017-08-09	Andrew Phelps, Director of the Office of Emergency Management	Original Document

VII. ATTACHMENTS:

- A. Appendix A – GIS/MSAG Funding Model
- B. Appendix B – Special Project Application
- C. Appendix C – Jurisdiction Distribution Agreement
- D. Appendix D – Signature Card
- E. Appendix E – Disbursement Request

Andrew J. Phelps
Director

APPENDIX A

GIS/MSAG FUNDING MODEL

GIS/MSAG activities will be funded at the levels indicated below, in accordance with the following policy:

State of Oregon, Office of Emergency Management, 9-1-1 Program, Policy TAR 801, 9-1-1 GIS/MSAG Funding, Effective July 1, 2017 to June 30, 2019

JURISDICTION	# COUNTY	# PSAP	2015 Pop	QUARTERLY DISBURSEMENT
WALLOWA	1	1	7,100	\$7,500
HARNEY	1	1	7,295	\$7,500
GRANT	1	1	7,430	\$7,500
LAKE	1	1	8,010	\$7,500
MORROW	1	1	11,630	\$7,500
BAKER	1	1	16,425	\$7,500
CROOK	1	1	21,085	\$9,000
CURRY	1	2	22,470	\$12,000
HOOD RIVER	1	1	24,245	\$9,000
TILLAMOOK	1	1	25,690	\$9,000
WASCO	1	1	26,370	\$9,000
UNION	1	1	26,625	\$9,000
GILLIAM, SHERMAN, WHEELER, JEFFERSON	4	1	27,655	\$27,000
MALHEUR	1	1	31,480	\$9,000
CLATSOP	1	2	37,750	\$12,000
COLUMBIA	1	1	50,390	\$12,000
COOS	1	2	62,990	\$15,000
KLAMATH	1	1	67,110	\$12,000
UMATILLA	1	2	79,155	\$15,000
JOSEPHINE	1	1	83,720	\$12,000
BENTON	1	1	90,005	\$12,000
YAMHILL	1	2	103,630	\$16,500
DOUGLAS	1	1	109,910	\$13,500
LINN	1	1	120,860	\$13,500
DESCHUTES	1	1	170,740	\$15,000
JACKSON (ECSO)	1	1	210,975	\$15,000
LANE	1	3	362,150	\$22,500
CLACKAMAS	1	2	397,385	\$19,500
MARION, POLK, LINCOLN	3	4	455,565	\$42,000
WASHINGTON (WCCCA)	1	1	570,510	\$24,000
MULTNOMAH (BOEC)	1	1	777,490	\$24,000

36 42 4,013,845 \$433,500 **QUARTERLY**
 \$1,734,000 **ANNUALY**

APPENDIX B GIS/MSAG SPECIAL PROJECT APPLICATION

The following Special Project request is being submitted in accordance with the following policy:

State of Oregon, Office of Emergency Management, 9-1-1 Program, Policy TAR 801, 9-1-1 GIS/MSAG Funding, Effective July 1, 2017 to June 30, 2019

GIS/MSAG Project Proposal for: _____
PSAP(s)/Service Area: _____
Multi-Jurisdiction Authorization (if applicable): _____

Signatures from all 9-1-1 jurisdictions in the project area need to be included here.

Proposal Submitted by: _____
Title: _____

Project Plan

Name: _____
Description: (Please type here.)

*Project Plan **must** include/attach detailed information including, but not limited to:*

- Detailed scope of the project tasks to be performed
- Project timeline
- Staffing plan
- Cost breakdown of all project tasks
- Cost/Benefit justification

For OEM use only

Recommendation by Subcommittee: Recommended _____ Not Recommended _____ Abstained _____

Date:

Comments:

OEM Approval: Approved Denied

By: _____

Date:

Comments:

Remit to:

Office of Emergency Management
9-1-1 Program
Attn: 9-1-1 GIS Coordinator
PO Box 14370
Salem, OR 97309-5062

APPENDIX D AUTHORIZED SIGNATURES

The following persons are designated to authorize work performed by, or to request quarterly GIS/MSAG funding disbursement on behalf of, their respective agencies, in accordance with the following policy:

State of Oregon, Office of Emergency Management, 9-1-1 Program, Policy TAR 801, 9-1-1 GIS/MSAG Funding, Effective July 1, 2017 to June 30, 2019

AUTHORIZED PSAP REPRESENTATIVE: Jurisdiction

Name: name

Title: title

Signature: _____

Date: _____

AUTHORIZED PSAP REPRESENTATIVE: Jurisdiction

Name: name

Title: title

Signature: _____

Date: _____

GIS/MSAG SERVICES REPRESENTATIVE: Vendor/Agency

Name: name

Title: title

Signature: _____

Date: _____

GIS/MSAG SERVICES REPRESENTATIVE: Vendor/Agency

Name: name

Title: title

Signature: _____

Date: _____

For OEM use only

Approved by:

Date:

APPENDIX E Quarterly GIS/MSAG Disbursement Request

Requested Amount: \$x,xxx.xx

For services performed between: mm/yyyy and mm/yyyy

I certify that all bills and vouchers as listed have been paid in accordance with existing budget law and procedures and that the items indicated on the included worksheets have been performed in accordance with the following policy:

State of Oregon, Office of Emergency Management, 9-1-1 Program, Policy TAR 801, 9-1-1 GIS/MSAG Funding, Effective July 1, 2017 to June 30, 2019

AUTHORIZED PSAP REPRESENTATIVE: PSAP name

Name: name

Title: title

Signature: _____

Date: mm/dd/yy

GIS/MSAG SERVICES REPRESENTATIVE: agency name

Name: name

Title: title

Signature: _____

Date: mm/dd/yy

Please remit payment to:

agency
address 1
address 2

For OEM use only

PCA: 38003

AOBJ: 6901