

COMMUNICATION AGREEMENT
BETWEEN THE CITY OF NEWBERG AND THE CITY OF DUNDEE

This Agreement is made and entered into on the 16th day of June, 1988, by and between the City of Newberg, hereinafter referred to as Newberg and the City of Dundee, hereinafter referred to as Dundee.

WHEREAS, both Newberg and Dundee are municipal corporations in the State of Oregon; and

WHEREAS, Newberg has a communication center for the dispatch of police and fire and receiving emergency calls through the 911 system; and

WHEREAS, Dundee is in need of such services and due to the location of the two cities it is feasible for Newberg to deliver such services.

In consideration of the mutual benefits and obligations herein set forth, the City of Newberg and the City of Dundee agree as follows:

1. Scope of Services. Newberg shall provide Dundee the following services 24 hours a day, seven days a week, in the manner and through the procedure that Newberg regularly follows as presently adopted and hereinafter amended. The services are as follows:

1.1 Receive all 911 calls to police and fire for Dundee.

1.2 Dispatch the appropriate units on calls for Dundee.

1.3 Receive all radio procedures and computer information for Dundee police and fire services.

1.4 Complete handwritten calls for services, files and make month end reports on the same.

2. Billing and Payment for Services. Newberg shall bill Dundee for the services rendered in paragraph 1 of this Agreement and Dundee shall pay Newberg within 30 days of receipt of billing. Billing shall be done on a quarterly basis. The billing shall be after services have been provided at the following rate:

2.1 For dispatch and computer services in accordance with paragraph 1 of this Agreement the rate shall Seven Thousand (\$7,000.00) per year.

2.2 Special services beyond those covered by the Agreement shall be furnished at a reasonable cost based upon Newberg's costs. Newberg shall have the right to furnish the services or not furnish the services within their sole discretion, as authorized by Dundee in writing. Payment for services shall be due 30 days from the date that Newberg bills Dundee for such services.

3. Limitations on Liability. Newberg assumes no liability for services provided to Dundee. Dundee agrees to indemnify, defend, and hold harmless Newberg, its officers, employees and agents from and against any claim or demand rising out of or in connection with any acts, errors or omissions of any officer, employee or agent of Dundee growing out of this Agreement.

4. Term of Agreement. This Agreement shall commence July 1, 1988 and shall continue until June 30, 1989, provided that the Agreement may be renewed yearly subject to review of the rate for the services rendered.

5. Termination of Agreement. Either party may terminate this Agreement by giving written notice to the other party not less than 180 days prior to the end of the fiscal year. Provided further that parties shall reach agreement as to the rate for each ensuing fiscal year, on or before 90 days before the end of the fiscal year or the Agreement shall terminate at the end of the fiscal year.

6. Attorney's Fees. In the event it is necessary for either party to bring an action in any court of competent jurisdiction to enforce any rights under this Agreement, the prevailing party shall be paid by the other party its reasonable attorney's fees at trial of or on appeal in the amount to be determined by the court.

7. Amendments. This Agreement represents the complete and integrated Agreement between the parties with respect to the subject matter hereof, and may be amended only by written amendment executed by both parties. As such, this Agreement cancels and supersedes all prior written or oral agreements, representations, negotiations, or communications between the parties and their representatives with respect to the subject matter hereof.

8. Notice. Any notices or communications concerning the terms, conditions or concerns pursuant to this Agreement shall be sent to the following persons:

Neil Cohen, Mayor
City of Dundee
Dundee City Hall
Dundee, Oregon 97115

Jim Watson, City Manager
City of Newberg
414 E. First Street
Newberg, Oregon 97132

IN WITNESS WHEREOF and acknowledgement of their agreement the parties have affixed their signatures hereto.

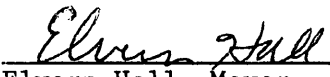
CITY OF DUNDEE



Neil Cohen, Mayor

Authority by Resolution No. _____

CITY OF NEWBERG



Elvern Hall, Mayor

Authority by Resolution No. 88-1302

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