

INTERGOVERNMENTAL AGREEMENT

BETWEEN

HOOD RIVER COUNTY

AND

WASCO COUNTY

FOR EMERGENCY DISPATCH MUTUAL PSAP SUPPORT

THIS AGREEMENT, made this 19 day of December, 2024, by and between Hood River County and Wasco County for

RECITALS:

WHEREAS, ORS Chapter 190 authorizes governmental entities to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

WHEREAS, each County operates a primary public safety answering point communications center (PSAP) for enhanced 9-1-1 telephone response for the citizens of the geographic area within, but not limited to, the counties of Wasco and Hood River.

WHEREAS, each County acknowledges the unlikely but potential for event(s) resulting in PSAP system or facility failure and the catastrophic impact of such failure.

WHEREAS, each County agrees that there is a need to establish mutual backup PSAP in the event of a system or facility failure.

AGREEMENT:

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, it is agreed that Wasco County may utilize Hood River County PSAP as a backup PSAP center and Hood River County may utilize Wasco County PSAP as a backup PSAP center as follows.

1. Services to be Provided:

- A. In the event of a failure of 9-1-1 lines routed to Wasco County, impacted calls will be routed to Hood River County by use of the "Make Busy Switch" if operational.

- B. In the event of a failure of 9-1-1 lines routed to Hood River County, impacted calls will be routed to Wasco County by use of the "Make Busy Switch" if operational.
- C. In the event of a PSAP system or facility failure each County shall follow the most current respective County policies for rerouting of 9-1-1 lines to an alternative answering point. Current procedures for the "Make Busy Switch" shall be followed at all times. Such procedures may be amended and provided to the other County. See attached Exhibit A.
- D. During any PSAP failure lasting longer than 4 continuing hours, the diverting County will in good faith, make best efforts to send staff to the backup PSAP to provide operational support and subject matter expertise to minimize impact to the backup PSAP staff and operations
- E. In the event of facility evacuation or under circumstances that would cause either PSAP to evacuate, the displaced PSAP may choose to temporarily relocate to the other's PSAP for continued operations.
- F. Diverted calls will be switched back to the diverting County as soon as the applicable failure is resolved.

4. **Records:**

- A. Parties will share their call handling and call documentation procedures to inform one another of the specifics of each other's operation. At a minimum, Parties will gather location information, call back number, nature of the call, and known safety information. Parties will make a concerted effort to align with the call documentation procedures when handling calls from the other's jurisdiction.
- B. During a call diversion event the backup PSAP will audio record answered calls from the primary PSAP. Recordings will be made available to the primary PSAP upon request.
- C. Each County shall maintain audio recordings from diverted calls for the longer of seven (7) months or as required by law. All 9-1-1 ANI and ANLI will be stored with Oregon Management in accordance pursuant to then current State of Oregon recording keeping laws.
- D. If Hood River County or Wasco County is compelled by law to disclose any call information from a call diversion event, it shall provide prompt written notice to the other County. If the Parties cannot fail to quash the legal process requiring disclosure, both Counties understand the requested call information will be

disclosed only to the extent necessary to satisfy the request.

4. Exigent Circumstances Exception:

It is agreed by Hood River County and Wasco County that the diversion of 9-1-1 calls may not be supported if the backup PSAP is experiencing its own emergency or has its own need for overflow call handling support.

4. Term:

This IGA shall remain in effect until the end of the fiscal year in which both parties have signed, and will be automatically renewed for successive one (1) year periods effective on July 1 of each year unless written notice of cancellation is given by either party to the other at least 30 days prior to the beginning of the next fiscal year. This IGA may be terminated by mutual consent of both parties. Either County may terminate this Agreement without cause by providing sixty (60) days written notice of such intent to the other County.

5. Notices:

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to Hood River County: 601 State St, Hood River OR

If to Wasco County: 511 Washington, The Dalles OR

6. Severability:

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Amendment:

Hood River County and Wasco County may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the Hood River County and Wasco County shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

9. No Implied Waiver:

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

11. No Agency:

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

12. Indemnity:

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 (the "Act"), to the extent the Act is applicable, Hood River County and Wasco County shall release, defend, indemnify, and hold harmless one another and one another's officers, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

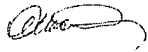
14. Entire Agreement:

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, Hood River County and Wasco County have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

Hood River County

Wasco County

Signed by:
By: 
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By: 
Steven D. Kramer

Title: County Administrator

Title: Commission Chair

Date: 12/19/2024 | 11:55 AM PST

Date: 12/19/2024

By: _____

By:

Title: _____

Title:

Date: _____

Date:

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