

INTERGOVERNMENTAL AGREEMENT

Priority Dispatch / ProQA Implementation Cost-Sharing Agreement

This Intergovernmental Agreement ("Agreement") is entered into by and between **Klamath 911 Emergency Communications District**, an Oregon emergency communications district and public body ("Klamath 911"), and **Klamath County Fire District No. 1**, an Oregon fire protection district and public body ("Fire District 1"). Klamath 911 and Fire District 1 may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Klamath 911 provides emergency communications and dispatch services, including services that benefit public safety agencies within Klamath County.
- B. Fire District 1 is a public fire protection district that receives or benefits from emergency communications and dispatch services.
- C. The Parties desire to cooperate in the first-year implementation of Priority Dispatch / ProQA and the related Tyler Technologies CAD interface.
- D. The Parties have agreed that the first-year implementation costs shall be shared as follows: 55% by Klamath 911 and 45% by Fire District 1.
- E. This Agreement is entered into pursuant to ORS 190.010, which authorizes units of local government to enter into written intergovernmental agreements for the performance of functions and activities the parties have authority to perform.
- F. The Parties intend this Agreement to apply only to the first-year implementation costs described in this Agreement. Fire District 1 shall not be responsible for ongoing annual maintenance, renewal, subscription, licensing, support, hosting, upgrade, or other recurring costs following the first-year implementation period, unless separately agreed in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the Parties' respective financial responsibilities for the first-year implementation of the Priority Dispatch / ProQA system and the Tyler Technologies CAD interface associated with that implementation.

2. Project Components

The cost-sharing arrangement applies only to the project components identified in this Section 2 and in the attached vendor quotes, if any.

2.1 Priority Dispatch / ProQA Implementation

The Priority Dispatch / ProQA first-year implementation cost is presently quoted at \$120,176.00. The Parties agree to share this cost as follows:

Party	Percentage	Amount
Klamath 911	55%	\$66,096.80
Fire District 1	45%	\$54,079.20

Party	Percentage	Amount
TOTAL	100%	\$120,176.00

2.2 Tyler Technologies CAD Interface

The Tyler Technologies CAD interface implementation cost is presently quoted at \$3,891.00. The Parties agree to share this cost as follows:

Party	Percentage	Amount
Klamath 911	55%	\$2,140.05
Fire District 1	45%	\$1,750.95
TOTAL	100%	\$3,891.00

2.3 Total First-Year Implementation Cost

The combined first-year implementation cost presently subject to this Agreement is \$124,067.00. The Parties' total cost-sharing obligations are:

Party	Percentage	Amount
Klamath 911	55%	\$68,236.85
Fire District 1	45%	\$55,830.15
TOTAL	100%	\$124,067.00

3. Limited Scope of Fire District 1 Financial Obligation

Fire District 1's financial obligation under this Agreement is limited to its 45% share of the first-year implementation costs identified in Section 2.

Fire District 1 shall have no obligation under this Agreement to pay for any ongoing annual maintenance, subscription, licensing, renewal, support, hosting, upgrade, or other recurring costs after the first-year implementation period. Those costs shall be the sole responsibility of Klamath 911 unless the Parties enter into a separate written agreement approved by both Parties.

4. Vendor Billing and Payment

4.1 Direct Billing by Priority Dispatch

The Parties understand that Priority Dispatch is able and willing to bill each Party directly according to the 55/45 cost-sharing allocation. To the extent Priority Dispatch bills the Parties directly, each Party shall be responsible for timely payment of its own invoice.

4.2 Tyler Technologies Billing

The Parties have not yet confirmed whether Tyler Technologies will bill each Party separately. If Tyler Technologies agrees to bill each Party directly, each Party shall be responsible for timely payment of its own invoice according to the 55/45 cost-sharing allocation. If Tyler Technologies will not bill the Parties separately, Klamath 911 may pay the Tyler Technologies invoice in full and invoice Fire District 1 for Fire District 1's 45% share, presently calculated as \$1,750.95.

4.3 Reimbursement by Fire District 1

If Klamath 911 pays any vendor invoice that includes Fire District 1's agreed share, Klamath 911 shall provide Fire District 1 with a written invoice and reasonable supporting documentation. Fire District 1 shall pay the invoiced amount within 30 days after receipt, unless the Parties agree in writing to a different payment period.

5. Changes in Vendor Costs

The cost figures in this Agreement are based on the vendor quotes available to the Parties at the time of approval.

No Party shall be responsible for any cost increase, additional service, change order, amendment, or expanded scope unless that Party has approved the additional cost in writing.

If the total first-year implementation cost changes due to a vendor-approved adjustment, discount, credit, or correction, the Parties shall continue to apply the same 55/45 allocation unless otherwise agreed in writing.

6. No Joint Entity Created

This Agreement does not create a separate legal entity, partnership, joint venture, or agency relationship between the Parties. Each Party remains an independent Oregon public body responsible for its own officers, employees, agents, budgets, funds, and operations.

7. Procurement and Contracting Responsibility

Klamath 911 may serve as the lead contracting agency for purposes of coordinating the implementation, vendor communications, and payment administration, as appropriate.

Nothing in this Agreement requires either Party to delegate its statutory, budgetary, procurement, or contracting authority to the other Party. Each Party remains responsible for complying with applicable public contracting, local budget law, public records, public meetings, and other legal requirements applicable to that Party.

8. Ownership, Licenses, and Use Rights

The Parties acknowledge that ownership, license rights, access rights, software use rights, maintenance obligations, and support obligations shall be governed by the applicable vendor agreements.

This Agreement is intended only to allocate first-year implementation costs between the Parties and does not independently grant either Party software ownership, intellectual property rights, or license rights beyond those provided by the applicable vendor agreements.

9. Records and Documentation

Each Party shall maintain records sufficient to document its payments and obligations under this Agreement. Upon reasonable request, a Party shall provide the other Party with copies of invoices, payment confirmations, or other records reasonably necessary to verify compliance with this Agreement.

10. Mutual Indemnification

10.1 Indemnification by Klamath 911

Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, including but not limited to ORS 30.260 to 30.300, Klamath 911 shall defend, save, hold harmless, and indemnify Fire District 1 and its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, expenses, and attorney fees, but only to the extent arising out of or resulting from the negligent or

wrongful acts or omissions of Klamath 911 or its officers, employees, or agents in the performance of this Agreement.

10.2 Indemnification by Fire District 1

Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, including but not limited to ORS 30.260 to 30.300, Fire District 1 shall defend, save, hold harmless, and indemnify Klamath 911 and its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, expenses, and attorney fees, but only to the extent arising out of or resulting from the negligent or wrongful acts or omissions of Fire District 1 or its officers, employees, or agents in the performance of this Agreement.

10.3 No Waiver of Public Body Protections

Nothing in this Agreement is intended, nor shall it be construed, as a waiver of any defense, immunity, limitation, notice requirement, damages cap, or other protection available to either Party under the Oregon Tort Claims Act, the Oregon Constitution, or any other applicable law.

10.4 No Indemnity for Other Party's Sole Fault

Neither Party shall be required to indemnify the other Party for claims, damages, liabilities, or expenses caused by the sole negligence, willful misconduct, or wrongful acts of the other Party or the other Party's officers, employees, agents, contractors, or representatives.

11. Insurance

Each Party shall maintain insurance or self-insurance coverage in amounts and types sufficient to cover its obligations and risks under this Agreement, subject to the Oregon Tort Claims Act and applicable law.

Upon request, each Party shall provide reasonable evidence of insurance or self-insurance coverage.

12. Term

This Agreement shall become effective on the date it has been approved and signed by both Parties.

This Agreement shall remain in effect until the Parties have satisfied their respective first-year implementation cost-sharing obligations, unless earlier terminated by written agreement of the Parties. Sections concerning payment obligations, records, indemnification, limitations of liability, and dispute resolution shall survive termination to the extent necessary to give them effect.

13. Termination

Either Party may terminate this Agreement before incurring any vendor obligation by providing written notice to the other Party.

After a vendor obligation has been incurred, neither Party may avoid payment of its approved share of the first-year implementation costs except by written agreement of both Parties.

14. Dispute Resolution

The Parties shall attempt in good faith to resolve any dispute arising under this Agreement through informal discussions between their respective administrators, chiefs, executive officers, or designated representatives.

If the dispute cannot be resolved informally, the Parties may pursue any remedy available at law or in equity, subject to the Oregon Tort Claims Act, applicable notice requirements, and any other applicable legal limitations.

15. Compliance with Law

The Parties shall comply with all federal, state, and local laws, regulations, ordinances, and rules applicable to this Agreement and to each Party's performance under this Agreement.

16. Appropriation of Funds

The payment obligations of each Party are subject to the lawful appropriation and availability of funds. Nothing in this Agreement shall be construed to create an unconstitutional debt, liability, or obligation of either Party.

17. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except as may be required by law.

18. Amendments

This Agreement may be amended only by a written amendment approved and signed by authorized representatives of both Parties.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the cost-sharing arrangement described herein and supersedes all prior or contemporaneous discussions, understandings, or agreements concerning the same subject matter.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. Signatures transmitted electronically or by scanned copy shall be treated as original signatures for all purposes.

21. Exhibits

The vendor quotes attached as Exhibit A and Exhibit B are incorporated for the limited purpose of identifying the first-year implementation costs subject to this Agreement. In the event of a conflict between a vendor quote and this Agreement regarding cost allocation between the Parties, this Agreement controls.

Exhibit A: Priority Dispatch / ProQA quote.

Exhibit B: Tyler Technologies CAD interface quote.

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement through their duly authorized representatives.

KLAMATH 911 EMERGENCY COMMUNICATIONS DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

KLAMATH COUNTY FIRE DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____