

RESOLUTION NO. 2020-84

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON, CLACKAMAS, AND COLUMBIA COUNTIES PUBLIC SAFETY AGENCIES, AND CITY OF FOREST GROVE, OREGON, TO CREATE A REGIONAL ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (REGIS) GROUP

WHEREAS, this Intergovernmental Agreement (“IGA”) is entered into under the authority granted by the parties by ORS 190.010, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agents, have authority to perform; and

WHEREAS, the IGA is made and entered into by participating public safety providers in Clackamas, Columbia and Washington Counties (“Participants”) creating a regional enterprise geographic information system (“REGIS”) group; and

WHEREAS, the Participants have expressed mutual interest in the establishment of an IGA to facilitate and encourage a regional inter-county geographic informational system; and

WHEREAS, the fire defense boards of Clackamas, Columbia, and Washington Counties are the governmental bodies responsible for oversight and coordination of REGIS; and

WHEREAS, the Participants will collaborate and share electronic geospatial information within a common data visualization software solution for operational purposes. Other related modules and layers may be added to REGIS as determined by the Fire Defense Board, but such determination in no way limits Participants from adding modules at their own expense. The software platform utilized for REGIS is provided by Intterra Group; and

WHEREAS, The Tualatin Valley Fire and Rescue (TVF&R) entered into a personal services contract with Intterra Group in 2013 for Geospatial Information Management for Improved Decision Support. The selection of Intterra Group was made by utilizing a sole source procurement method pursuant to OAR 137-047-0275 and ORS 279B.075. TVF&R utilized a request-for-information process, sent to six known vendors at the time: Intterra Group, BCS GIS, Alesea Group, Omega Group and 4QTRS, to find a suitable provider of geospatial information systems (“GIS”) geared toward the fire and EMS industry. TVF&R determined that Intterra Group was the only firm that would be able to provide the necessary development services, assistance with data integration, and cloud-based hosting of fire and EMS data. Intterra Group’s unique combination of deep experience with progressive fire services planning efforts, as well as its recognized talent in fire

service-based GIS development, determined this provider as sole source candidate; and

WHEREAS, TVF&R amended the existing contract with Intterra Group; adding additional services in February 2014 for Phase 2, in June 2015 for Phase 3, and in May 2016 to continue further development of the enterprise GIS (“EGIS”) solution to include Situation Analyst Hosting, Data Services, Situation Analyst Customization and additional consulting services.

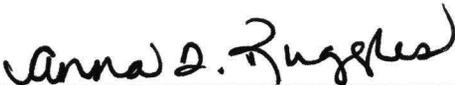
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The Forest Grove City Council hereby approves the Intergovernmental Agreement (IGA) with Washington, Clackamas and Columbia Counties and the City of Forest Grove creating a regional enterprise geographic information system (REGIS) group.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Forest Grove, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2020.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of July, August, 2020.



Peter B. Truax, Mayor

REGIS Partner Intergovernmental Agreement Data Visualization Software for Situational Awareness

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by participating public safety providers in Clackamas, Columbia and Washington Counties (“Participants”) creating a regional enterprise geographic information system (“REGIS”) group.

WHEREAS, this IGA is entered into under the authority granted by the parties by ORS 190.010, which authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agents, have authority to perform;

WHEREAS, the Participants have expressed mutual interest in the establishment of an IGA to facilitate and encourage a regional inter-county geographic informational system;

WHEREAS, the fire defense boards of Clackamas, Columbia, and Washington Counties are the governmental bodies responsible for oversight and coordination of REGIS;

WHEREAS, the Participants will collaborate and share electronic geospatial information within a common data visualization software solution for operational purposes. Other related modules and layers may be added to REGIS as determined by the Fire Defense Board, but such determination in no way limits Participants from adding modules at their own expense. The software platform utilized for REGIS is provided by Intterra Group;

WHEREAS, TVF&R entered into a personal services contract with Intterra Group in 2013 for Geospatial Information Management for Improved Decision Support. The selection of Intterra Group was made by utilizing a sole source procurement method pursuant to OAR 137-047-0275 and ORS 279B.075. TVF&R utilized a request-for-information process, sent to six known vendors at the time: Intterra Group, BCS GIS, Alesea Group, Omega Group and 4QTRS, to find a suitable provider of geospatial information systems (“GIS”) geared toward the fire and EMS industry. TVF&R determined that Intterra Group was the only firm that would be able to provide the necessary development services, assistance with data integration, and cloud-based hosting of fire and EMS data. Intterra Group’s unique combination of deep experience with progressive fire services planning efforts, as well as its recognized talent in fire service-based GIS development, determined this provider as sole source candidate;

WHEREAS, TVF&R amended the existing contract with Intterra Group; adding additional services in February 2014 for Phase 2, in June 2015 for Phase 3, and in May 2016 to continue further development of the enterprise GIS (“EGIS”) solution to include Situation Analyst Hosting, Data Services, Situation Analyst Customization and additional consulting services;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Participant agrees as follows:

Article 1 – PARTICIPATION

A. This Agreement is available for execution at any time by any public safety provider in Clackamas, Columbia and Washington Counties. Other agencies may be included and added to this IGA by majority agreement of the Fire Defense Boards.

B. The fire defense boards of Clackamas, Columbia, and Washington Counties shall each appoint two chief officers to sit on the REGIS Steering Committee as representatives. The REGIS Steering Committee shall provide REGIS recommendations to the Fire Defense Boards.

C. Participation in REGIS is a 12-month subscription that starts on January. An annual group fee is charged to the Participants for REGIS. The fee is determined by each Participant's ratio of incident counts within their service areas. See Exhibit A Example Fee Schedule. Participants may opt-out by the deadline of November 15 for the following calendar year subscription.

D. The REGIS Steering Committee shall appoint a single point of contact to serve as administrative liaison to Intterra Group. Intterra Group will provide a software as a service (SAAS) subscription for the REGIS configuration of the product (which includes defined, secure access for each user of the cloud-based services, as well as an invoice for each Participant through the administrative liaison, who will in turn distribute to each Participant. Payment must be made within 30 days of receipt of the invoice directly to Intterra Group.

E. The Participants agree that all may conduct transactions by electronic means (via email or fax).

Article 2 – INDEMNIFICATION AND LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Participant shall indemnify, hold harmless and defend each other Participant and their respective officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with this Agreement whether arising before, during or after performance of this Agreement and whether suffered by any of the Participants or any person or entity.

Article 3 – MODIFICATIONS

Modifications to this Agreement must be made in writing and will not become effective until approved by the Participants. Approved modifications must be signed by an authorized representative of each Participant.

Article 4 – GOVERNING LAW AND GOVERNMENTAL AUTHORITY

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon. This Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction covered by this Agreement.

Article 5 – TERM AND TERMINATION

The effective date of this Agreement is the date signed by each Participant below. This Agreement shall continue indefinitely. This Agreement may be terminated, with or without cause and at any time, by a Participant by providing 60 days' written notice of intent to the other Participants.

Article 6 – INTEGRATION

This document constitutes the entire agreement between the Participants on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject.

PARTICIPANTS

Agency: TVF&R 11945 SW 70 th Ave Tigard, OR 97223	Agency:
Authorized Signature:	Authorized Signature:
Its: Fire Chief	Its:
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Exhibit A Fee Schedule Sample

Incident Count by CAD Jurisdiction | 4/1/2018 - 10/25/2019 [Run Date:
10/25/19 07:17]

Division (alpha)	Total Incidents	2019-2020 Estimate
BANKS FIRE	1,097.00	\$496.50
CANBY FIRE	4,314.00	\$1,952.52
CLACKAMAS FIRE D1 *includes Estacada	43,787.00	\$19,818.00
CLATSKANIE RFPD	1,925.00	\$871.26
COLTON FIRE	498.00	\$225.39
COLUMBIA RIVER FIRE AND RESCUE	8,769.00	\$3,968.85
CORNELIUS FIRE	2,223.00	\$1,006.13
FOREST GROVE FIRE	6,891.00	\$3,118.87
GASTON FIRE	687.00	\$310.94
GLADSTONE FIRE	2,427.00	\$1,098.46
HILLSBORO FIRE	19,649.00	\$8,893.14
HOODLAND FIRE	1,855.00	\$839.57
LAKE OSWEGO FD	6,728.00	\$3,045.09
MIST-BIRKENFELD RFPD	170.00	\$76.94
MOLALLA FIRE	4,038.00	\$1,827.60
SANDY FIRE	3,577.00	\$1,618.95
SCAPPOOSE RFPD	3,326.00	\$1,505.35
TVFR	86,890.00	\$39,326.43
Total	198,851	\$90,000.00



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>12.</u>
MEETING DATE:	<u>08/10/2020</u>
FINAL ACTION:	<u>RESO 2020-84</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Michael Kinkade, Fire Chief*

MEETING DATE: *August 10, 2020*

SUBJECT TITLE: *Intergovernmental Agreement (IGA) with public safety providers in Clackamas, Columbia and Washington counties to create a Regional Enterprise Geographic Information System (REGIS) group.*

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
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X all that apply

BACKGROUND: All fire public safety providers in Clackamas, Columbia and Washington Counties (Participants) are creating a Regional Enterprise Geographic Information System (“REGIS”) group through passage of an Intergovernmental Agreement (IGA). Participants in this IGA agree to share electronic geospatial information, i.e., fire trucks, hydrants, locations, on a common visual platform to enhance mutual operations to emergency responses.

The Fire Defense Board, composed of representatives from all fire public safety agencies, manages the REGIS system. This includes upgrading software and adding information to assure REGIS remains current and effective. As with all fire public safety providers in Washington County, in an effort to test the viability and operability of REGIS, the City of Forest Grove has been participating in REGIS for approximately two years. During this time, the Tualatin Valley Fire and Rescue (TVFR) has assumed responsibility for the contract. Now that REGIS has proved functional, this IGA seeks to establish a more formal governance and payment structure for continued operations.

FISCAL IMPACT: The annual financial contribution is approximately \$3,000 and is in the FY 20-21 budget.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENT(s):

- Resolution Approving Intergovernmental Agreement (IGA)
- Intergovernmental Agreement (IGA)