



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of May 4, 2015

DATE: April 28, 2015

FROM: Darryl Nakahira, Sheriff's Office Legal Counsel Phone: 541-617-3369

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Intergovernmental Agreement:
IGA# 2015-214 Deschutes County and Sunriver Service District

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

This is the annual renewal of the IGA between the Sunriver Police Department and the Sheriff's Office for the use of the Sheriff's Office Radio Communication System. The Sheriff's Office is responsible for the operation and control of the Communication System, provides all maintenance and necessary repairs to its infrastructure and insures that any new users of the system do not negatively impact the functioning of the System.

FISCAL IMPLICATIONS:

For FY 2015-2016, the Sunriver Police Department has 27 radios and will pay the Sheriff a total of \$15,370.00.

RECOMMENDATION & ACTION REQUESTED:

Sign the annual renewal for the use of the Sheriff's Office Communications System.

ATTENDANCE: Darryl Nakahira, Sheriff's Office Legal Counsel (if required)

DISTRIBUTION OF DOCUMENTS:

Call or email Julie Lovrien (x4857) when a copy is ready for pick up.

DESCHUTES COUNTY DOCUMENT SUMMARY

Date: April 1, 2015

Department: Sheriff's Office

Contractor/Supplier/Consultant Name: Sunriver Service District

Contractor Contact:

Contractor Phone #:

Type of Document: IGA #2015-214 between Deschutes County and Sunriver Service District

Goods and/or Services: The Sunriver Police Department wishes to contract with the Sheriff's Office for use of the Sheriff's Radio Communication System.

Background & History: This is the annual renewal for the use of the Sheriff's Radio Communications System. The Sheriff's Office is solely responsible for the operation and control of the Communication System, provides all maintenance and necessary repairs to its infrastructure and insures that any new users of the Communication System do not negatively impact the functioning of the Communication System. The users insure that all radios using the Communication System meet the standards of the Sheriff's Radio Communication System now and when future expansion occurs.

Agreement Starting Date: July 1, 2015

Ending Date: June 30, 2016

Annual Value or Total Payment:

For FY 2015-2016, the Sunriver Police Department has 27 radios and will pay the Sheriff a total of \$15,370.00.

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget?) Yes No

If *No*, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Departmental Contact and Title: Erik Utter, Captain

Phone: 541-388-6655

Sheriff's Approval:


Signature


4-23-15
Date

Distribution of Document: Contact Julie Lovrien by phone or email, x4857.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review  Date 4/3/15

Document Number 2015-214

4/13/15
REVIEWED
Danny Nelson
SHERIFF'S OFFICE
LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. 2015-214
DESCHUTES COUNTY AND SUNRIVER SERVICE DISTRICT
(POLICE DEPARTMENT)
LAW ENFORCEMENT COMMUNICATIONS SYSTEMS AGREEMENT

THIS AGREEMENT is made and entered into by and between Deschutes County, by and through its Sheriff's Office, hereinafter referred to as "Sheriff," and the Governing Body of Sunriver Service District, by and through its Police Department, hereinafter referred to as "Sunriver."

WHEREAS, Sunriver desires to continue its use of the Sheriff's Trunked Radio Communications ("TRC") System for Sunriver's police department; and

WHEREAS, Sheriff agrees to provide Sunriver use of such systems; now, therefore,

IT IS HEREBY AGREED as follows:

1. Duration
 - 1.1 Effective Date. This Agreement is effective July 1, 2015 and terminates at 11:59 p.m. on June 30, 2016.
 - 1.2 Termination. Either party upon 90 days' written notice to the other party may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.
2. Scope of Agreement
 - 2.1 SHERIFF AGREES TO:
 - 2.1.1 Provide Sunriver with use of its Trunked Radio Communication ("TRC") System.

- 2.1.2 Allow Sunriver to remain on Sheriff's TRC System as long as Sunriver's use does not unreasonably interfere with other authorized users of either System.
- 2.1.3 Be solely responsible for the operation and control of the communications system, including management of the 800 MHz Simulcast TRC System.
- 2.1.4 Provide ID numbers for all Sunriver Police Department radios using the Sheriff's 800 MHz system.
- 2.1.5 Provide all maintenance and necessary repairs to its communication infrastructure system.
- 2.1.6 Insure that any new users of the Communication System do not negatively impact the functioning of the system.

2.2 SUNRIVER AGREES TO:

- 2.2.1 Abide by the terms of use provided under this Agreement.
- 2.2.2 Inform Sheriff of the type and serial number of each radio using the system.
- 2.2.3 Insure all radios using the Sheriff's TRC System meet the standards of the Sheriff's current TRC System and any future expansion system.
- 2.2.4 Use only Sheriff's radio programs compatible with Sheriff's TRC Systems.
- 2.2.5 Limit use of the TRC System to Sunriver Police Department personnel and Sheriff approved personnel, except in emergency situations necessitating Sunriver Police Department communication with other Sunriver departments.

3. Compensation

- 3.1 Sunriver agrees to pay Sheriff the amounts set forth below:

\$15,370.00 for annual radio use based on 27 units.

- 3.2 Payments of the amounts listed under section 3.1 shall be paid annually on October 1st.

4. Partnership

Sheriff is not, by virtue of this Agreement, a partner or joint venture with Sunriver in connection with activities carried out under this Agreement, and shall have no obligation with respect to Sunriver's debts or any other liabilities of each and every nature.

5. Constraints

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

6. Non-Appropriation

In the event sufficient funds shall not be appropriated for payment of service or support under this Agreement, either party may terminate this Agreement in accordance with paragraph 1.2.

7. 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 be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

8. Assignment

This Agreement is binding on each party, its successors, assigns, and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

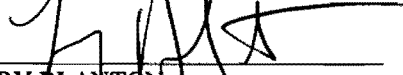
9. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement.

10. Entire Agreement

Notwithstanding and succeeding any and all prior agreements(s) or practice(s), this Agreement constitutes the entire Agreement between the parties and may only be expressly modified in writing(s) signed by both parties.

FOR DESCHUTES COUNTY:



LARRY BLANTON
Deschutes County Sheriff

DATE 4-23-2015, 2015



ERIK UTTER, Captain

DATE 4/21/, 2015

FOR SUNRIVER SERVICE DISTRICT:




MARC MILLS
Sunriver Police Chief

DATE 4-13-, 2015

TOM ANDERSON
Deschutes County Administrator

DATE _____, 2015



DEBRA BAKER, Chair
Sunriver Service District Board

DATE 4/16/15, 2015

BOARD OF COUNTY COMMISSIONERS, DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT:

ATTEST:

Recording Secretary

DATE _____, 2015

ANTHONY DEBONE, Chair

ALAN UNGER, Vice Chair

TAMMY BANEY, Commissioner