



Deschutes County Board of Commissioners
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(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of May 13, 2015

DATE: May 7, 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# 2015-206 Deschutes County and Black Butte Service District

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

This is the annual renewal of the IGA between the Black Butte 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 Black Butte Police Department has 13 radios and will pay the Sheriff a total of \$7,400.00.

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 23, 2014

Department: Sheriff's Office

Contractor/Supplier/Consultant Name: Black Butte Ranch Service District
Contractor Contact: **Contractor Phone #:**

Type of Document: IGA #2015-206 between Deschutes County and Black Butte Ranch Service District

Goods and/or Services: The Black Butte Ranch 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 Black Butte Ranch Police Department has 13 radios and will pay the Sheriff a total of \$7,400.00.

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]
Signature

5-6-15
Date

Distribution of Document: Call or email Julie Lovrien when the document is ready for pick-up, 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 Darryl Nakahara

Date 4/3/15

Document Number 2015-206

REVIEWED 4/13/15
Darryl Nohal
SHERIFF'S OFFICE
LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. 2015-206
DESCHUTES COUNTY AND BLACK BUTTE RANCH
(POLICE DEPARTMENT)

THIS AGREEMENT is made and entered into by and between Deschutes County, by and through its Sheriff's Office (Sheriff), and the Black Butte Ranch Service District, by and through its Police Department (Black Butte Ranch).

WHEREAS, Black Butte Ranch desires to contract with Sheriff for use of the Sheriff's Trunked Radio Communications (TRC) System for its police department.

WHEREAS, Sheriff is agreeable to providing such services as set forth in this Agreement; 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 180 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 IT IS MUTUALLY AGREED THAT:

- 2.1.1 Sheriff will provide Black Butte Ranch with use of its TRC System.
- 2.1.2 Black Butte Ranch agrees to abide by the terms of use provided under this Agreement.
- 2.1.3 Black Butte Ranch may remain on Sheriff's TRC System as long as Black Butte Ranch's use does not unreasonably interfere with other authorized users of the System.

2.2 SHERIFF AGREES TO:

- 2.2.1 Provide Black Butte Ranch with access to and use of its TRC System.
- 2.2.2 Be solely responsible for the operation, control and management of the TRC System.

- 2.2.3 Provide ID numbers for each Black Butte Ranch radio using the Sheriff's TRC System.
- 2.2.4 Provide all maintenance and necessary repairs to its TRC System.
- 2.2.5 Insure that any new users of the TRC System do not negatively impact the functioning of the system.

2.3 BLACK BUTTE RANCH AGREES TO:

- 2.3.1 Inform Sheriff of the type and serial number of each radio using the TRC System.
- 2.3.2 Insure all radios using the Sheriff's TRC System meet the standards of the Sheriff's current TRC System and when future expansion occurs.
- 2.3.3 Use only Sheriff's radio programs compatible with the Sheriff's TRC System.
- 2.3.4 Limit use of the Sheriff's TRC System to Black Butte Ranch personnel and Sheriff approved personnel, except in emergency situations where Black Butte Ranch needs to communicate with other Black Butte Ranch personnel.

3. Compensation

- 3.1 Black Butte Ranch agrees to pay Sheriff the amount set forth below:
\$7,400.00 for annual radio use based on 13 subscriber units.

- 3.2 Payment of the amount listed under section 3.1 shall be paid annually on July 1st.

4. Partnership

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

5. Non-Appropriation

In the event sufficient funds shall not be appropriated for payment of consideration under this agreement, and if Sheriff has no funds legally available for consideration from other sources, then Sheriff may terminate this agreement in accordance with Paragraph 1.2

6. 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.

7. 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.

