AGENDA REQUEST & STAFF REPORT
For Board WORK SESSION of May 18, 2015

DATE: May 12, 2015

FROM: Steve Reinke 9-1-1 541-322-6101

TITLE OF AGENDA ITEM:
Consider the Deschutes County 9-1-1 Amended Operating Agreement Document 2015-109

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:
The proposed agreement more clearly details the authority, duties and responsibilities of the District’s Governing Board; the County Administrator; the 911 Director and the User Board. At its April 21, 2015 meeting the 911 User Board reviewed the Agreement and recommended its adoption by the District’s Governing Board.

FISCAL IMPLICATIONS:
None.

RECOMMENDATION & ACTION REQUESTED:
Consider adopting the Amended Operating Agreement and instruct the 911 Director to forward the Agreement to the District’s user agency legislative bodies for ratification.

ATTENDANCE: Steve Reinke.

DISTRIBUTION OF DOCUMENTS:
Original to Steve Reinke. (NOTE: User agency signature pages will be added by staff when the ratification process moves forward.)
DESCHUTES COUNTY DOCUMENT SUMMARY

(Note: This form is required to be submitted with all contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Date: May 12, 2015
Department: 9-1-1

Contractor/Supplier/Consultant Name: Steve Reinke

Contractor Contact: steve.reinke@deschutes.org
Contractor Phone #: 541-322-6101

Type of Document: IGA - Deschutes County 9-1-1 Amended Operating Agreement Document 2015-109

Goods and/or Services: N/A

Background & History: See the attached Agenda Request and Staff Report form.

Agreement Starting Date: On ratification by two thirds of user agency legislative bodies.
Ending Date: None

Annual Value or Total Payment: N/A

☐ Insurance Certificate Received (check box)
  Insurance Expiration Date: 

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

5/12/2015
Contact information for the person responsible for grant compliance:
Name: 
Phone #: 

Departmental Contact and Title:  
Steve Reinke 
322-6101 

Department Director Approval:  
Signature 
5/12/15 

Distribution of Document:  
Original to Steve Reinke. 

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 __________________

Document Number __________
WHEREAS, the Deschutes County 911 Service District ("District") was formed on May 4, 1988 under the authority of ORS Chapter 451 and ORS 401.720; and

WHEREAS, under ORS 451.485, the Governing Body of a county service district shall be the Board of County Commissioners; and

WHEREAS, under ORS 451.610, the Governing Body of a 911 Service District shall appoint an advisory committee to advise and assist the Governing Body in establishing, maintaining and operating the 911 emergency reporting system of the district, which shall consist of one representative from each public or private safety agency within the district; and; now therefore

The parties agree as follows:

1. PARTIES. The following are eligible parties to this agreement with the District Governing Body:

- Black Butte Ranch Police Service District
- City of Bend
- City of Redmond
- Cloverdale Rural Fire Protection District
- Deschutes County
- Deschutes County Rural Fire Protection District #2
- Redmond Fire and Rescue
- Sunriver Service District

- Black Butte Ranch Rural Fire Protection District
- City of La Pine
- City of Sisters
- Crooked River Ranch Rural Fire Protection District
- Deschutes County Sheriff's Office
- La Pine Rural Fire Protection District -
- Sisters/Camp Sherman Rural Fire Protection District

2. AUTHORITY AND DUTIES OF THE DISTRICT GOVERNING BODY.

a. The District Governing Body may at any time offer advice and direction to the User Board.

b. The District Governing Body shall be the approval authority for the District's annual budget, personnel system and modifications thereto, tax measures, and fee proposals.

c. The District Governing Body shall sign all collective bargaining agreements.
d. The District Governing Body shall also provide the necessary auditing services to the District at a mutually agreeable cost. The County Administrator or User Board may, at any time, request the services of County internal auditing services. Upon the request of the Governing Body, the District shall cooperate with the County’s internal auditor.

e. The District Governing Body, acting as members of the Budget Committee required by ORS 294.336, shall participate in the review and approval of the fiscal year budget, and shall assume responsibility for compliance with all publication, notice and hearing requirements for the budget process. The District Governing Body shall also be responsible for the preparation and completion of all necessary election filings and other requirements for all tax election measures.

f. The District Governing Body shall appoint a Liaison to the User Board.

3. USER BOARD.

a. There is hereby established a User Board consisting of one member appointed by and representing each of the following public safety agencies (“User Agencies”):

- Black Butte Ranch Department of Police Services
- City of Bend Fire Department
- City of Redmond Police Department
- Crooked River Ranch Rural Fire Protection District
- Deschutes County Sheriff’s Office
- Redmond Fire and Rescue
- Sunriver Fire & Rescue
- Black Butte Ranch Rural Fire Protection District
- City of Bend Police Department
- Cloverdale Rural Fire Protection District
- Deschutes County Rural Fire Protection District #2
- La Pine Rural Fire Protection District
- Sisters/Camp Sherman Rural Fire Protection District
- Sunriver Police Department

b. The County Administrator, or designee, shall chair the User Board.

c. A majority of the User Board shall constitute a quorum. A majority of the entire User Board shall be required to take any action within the authority of the User Board.

d. Meetings shall be held at a time and place designated by a majority of all User Board members, or the User Board Chair, upon not less than seven days prior written notice to all User Board members.

e. A majority of the User Board members may call a special meeting of the User Board for the purpose of addressing with the County Administrator or Governing Body any issues of District-wide concern.

f. The User Board shall meet at least quarterly to review and provide advisory input into operational rules, policies and procedures of the District that impact user agencies. The User Board will also receive an annual report on District challenges, issues and accomplishments and plans for the forthcoming year, and shall provide advisory input to the County Administrator and the 911 Director on the annual proposed budget for the District prior to the submission of the budget to the District budget committee.
g. Meetings and records of the User Board shall conform to the requirements of ORS Chapter 192. A written agenda for each User Board meeting along with the proposed minutes of the previous meeting shall be delivered to the District Governing Body and to each User Board member at least two days prior to each meeting.

4. COUNTY ADMINISTRATOR.

a. The District Governing Body hereby delegates operational and management responsibilities to the County Administrator in accordance with Deschutes County Code Section 2.05.060 and 2.05.070.

b. Without limiting the foregoing responsibilities, the County Administrator shall be responsible for the District’s administration, budget and personnel functions, including hiring, evaluating, supervising and terminating the 911 Director.

c. If the 911 Director position is vacant, the County Administrator, or designee(s) shall perform the functions of the position.

d. Subject to legal review, the County Administrator may enter into contracts as authorized by DCC 2.37.040(A).

5. 911 DIRECTOR.

a. The 911 Director shall plan, organize, and manage the operations of the 911 Service District. He or she shall have the authority to hire, promote, demote, discipline and terminate all District personnel in accordance with District personnel policies and collective bargaining agreements. The 911 Director shall review the personnel plan as needed and, with the advice of the User Board, make changes, if necessary.

b. The 911 Director shall be responsible for call answering, dispatching, records, communications, security and other communications center functions in conformance with the rules, policies, plans and procedures of the District.

c. Subject to legal review, the 911 Director may enter into contracts as authorized by DCC 2.37.040(D).

d. The 911 Director shall prepare, revise, and modify District policies and procedures that impact user agencies subject to the advisory input of the User Board.

e. The 911 Director shall prepare the annual budget subject to the advisory input from the User Board prior to Governing Board approval. The 911 Director shall present the proposed budget in accordance with District and Deschutes County budget timetables and Oregon Local Budget Law.

f. The 911 Director shall implement policies for the expenditures of budgeted items for the District. Such policies shall be submitted to the User Board for review and recommendation. Such policies shall thereafter be submitted to the District Governing Body for adoption.
g. The 911 Director shall annually prepare and forward to the governing bodies of the parties, an annual evaluation of the 911 emergency reporting system.

6. **FINANCIAL TRANSACTIONS.** The financial transactions of the District shall be in compliance with the requirements of the local budget laws and expenditure limitations contained in the laws of the State of Oregon.

7. **CONFIDENTIALITY.** The User Board, County Administrator or 911 Director shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the District for any purpose not directly connected with the administration of the District’s Governing Body, User Board’s, Administrator’s or 9-1-1 Director’s responsibilities under this Agreement except upon any one or more of the following: valid subpoena, court order, as required under ORS 192.410 to 192.505, written consent of the District Governing Body, or if applicable, the employee, client, applicant or person. The User Board, Administrator and 911 Director shall ensure that its agents, officers and subcontractors and District employees with access to records of the District Governing Body, the User Board, the County Administrator and the 911 Director understand and comply with this provision. The User Board and 911 Director shall immediately contact the County Administrator and the Deschutes County Public Information Officer (PIO) when media contact occurs unless such contact occurs at a public meeting of the District or relates to routine District administration, such as the time and place of future meetings.

8. **FUNDING.** Funding shall be derived as follows:

a. Excise taxes collected on telephone exchange access services and distributed to participating local jurisdictions by the State pursuant to ORS 401.710 to 401.790.

b. Ad valorem property taxes received by the District.

c. The District may adopt additional funding methods, such as service fees and cost-sharing formulas.

d. The Governing Body shall not take any action to change the funding mechanisms in b. and c. above, without first receiving a recommendation from the User Board. Should such a recommendation not be received by the Governing Body within 60 days of a request for same, the Governing Body may act without the User Board’s recommendation.

9. **PARTICIPATING AGENCY EQUIPMENT.**

a. Each User Board member shall be responsible for purchasing, maintaining and repairing their own base, mobile and portable radio equipment, as well as direct landlines from the District’s Public Safety Answering Point (PSAP) to their individual stations, remote radios and offices. User Board members shall not be responsible for District landlines or other connectivity to the District’s dispatch radios.

b. Upon termination by a party and withdrawal from use of the District’s PSAP, all District equipment shall be returned to the District.
10. **ACCOUNTING.** The fiscal year of the District shall be the same as that established for Deschutes County, Oregon.

11. **FACILITIES.** Deschutes County will provide space in the building, located at 20355 Poe Sholes Drive, Bend, Oregon to house District operations, including all staff and equipment. Reasonable costs for rent, maintenance and utilities will be based on actual costs to County and other occupants of the building.

12. **OTHER SERVICES.** If the District elects not to have District employees provide services, the District may contract for, or provide necessary services to, the District such as, but not limited to, legal services, personnel services, information technology, payroll and accounting services. Except for services furnished by Deschutes County, all services provided to District by non-District employees shall be set out in written contracts. In situations where it is determined by the Deschutes County Legal Counsel that an actual or potential conflict of interest exists in the County Legal Counsel’s representation of both Deschutes County and the District, or that retaining legal services from outside the office of the Deschutes County Legal Counsel is in the District’s best interest, the District may utilize legal services other than Deschutes County Legal Counsel. In the event the District utilizes the services of County Counsel, the District shall pay the County based upon the County’s established internal service provider formula for legal services.

13. **DEFAULT PROVISION.** In the event the District does not adopt operational (including personnel) policies, rules, plans and procedures or contract for or provide necessary services, the applicable Deschutes County policy, rule, plan, procedure or service shall be deemed adopted by the District.

14. **REVIEW/EVALUATION.** This agreement shall be reviewed annually by the User Board to evaluate the efficiency of the organizational structure.

15. **AMENDMENT.** This agreement may be waived, altered, modified, supplemented, or amended in any manner only by written agreement of two-thirds of the parties.

16. **ADMISSION OF NEW PARTIES.** Additional public or private parties may be added by written addendum to this agreement, signed by all parties. Parties admitted to this agreement midway through the fiscal year may be admitted with a pro-rata financial commitment.

17. **DURATION OF AGREEMENT.** This Agreement shall be automatically extended from year to year on the same terms and conditions, including modifications and amendments, unless it is terminated by written agreement of two-thirds of the parties.

18. **USER BOARD’S TENDER UPON TERMINATION.** Upon receiving a notice of termination of this Agreement, the User Board, County Administrator and 911 Director shall immediately cease all activities under this Agreement, unless the District Governing Body expressly directs otherwise in such notice of termination. Upon termination of this Agreement, the User Board shall deliver to the District Governing Body all documents, information, works-in-progress and other property that are, or would be, deliverables had the Agreement been completed. Upon the District Governing Body’s request, the User Board shall surrender to anyone whom the District Governing Body designates, all documents, research, objects or other tangible things needed to complete the work.
19. WAIVER. The District Governing Body’s delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

20. GOVERNING LAW. This Agreement shall be governed by, and construed, in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between District Governing Body and the User Board members that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The U.N. Convention on International Sales of Goods will not apply.

21. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

22. ANTI-DISCRIMINATION CLAUSE. No person shall, on the grounds of race, color, creed, national origin, sex, marital status, disability, age or association with any member of such classes, suffer discrimination in the performance of this Agreement when employed by the District. The User Board shall comply with Title VII of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112 to .142, and all regulations and administrative rules established pursuant to those laws. Further, User Board shall not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts as required by ORS 279A. 110.

23. MERGER CLAUSE. This Agreement constitutes the entire agreement between the parties regarding the operational agreement for the Deschutes County 911 Service District between the Deschutes County Board of Commissioners and public safety agencies. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by two-thirds of the parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

24. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 6 and 18.

25. EFFECTIVE DATE. This Agreement shall be executed on behalf of each participant. This Agreement shall become effective immediately upon being adopted and signed by a two-thirds majority of the eligible parties.

26. PRIOR AGREEMENT(S). This Agreement replaces that certain Agreement entitled, Deschutes County 911 Service District Amended Operating Agreement, Document 2010-441, 2013-654, and any successor agreement, if any, thereto.
27. **COUNTERPARTS.** This Contract may be executed in several counterparts, all of which, when taken together, shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**DATED this ______ Day of ______________________ 2015 for the Deschutes County Board of Commissioners.**

__________________________
Anthony DeBone, Chair

__________________________
Alan Unger, Vice Chair

**ATTEST:**

__________________________
Tammy Baney, Commissioner

Recording Secretary