



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](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

### **For Board Business Meeting of June 29, 2015**

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**DATE:** June 16, 2015

**FROM:** Steve Reinke                      9-1-1                      Phone # 541-322-6101

**TITLE OF AGENDA ITEM:**

Consideration of Approval of Document No. 2015-412, an Intergovernmental Agreement (IGA) Transferring Ownership of the Sheriff's Office's Radio System to the 911 Service District.

**PUBLIC HEARING ON THIS DATE?** No

**BACKGROUND AND POLICY IMPLICATIONS:**

The District wishes to own and operate the two existing law enforcement radio systems this year because owning the licenses, leases and infrastructure will allow the District to negotiate the partnerships necessary for a new, planned radio system as well as its final design.

**FISCAL IMPLICATIONS:**

The District has budgeted the money necessary to operate and maintain the radio system in Fund 707, a sub-fund of Fund 705. In addition to the transfer of the the Fund 245 ending balance, the District will collect fees from existing radio system users to support the system.

**RECOMMENDATION & ACTION REQUESTED:**

Consider approving the IGA.

**ATTENDANCE:** A District staff member can be present if requested.

**DISTRIBUTION OF DOCUMENTS:**

911 and Sheriff.

|               |
|---------------|
| REVIEWED      |
| LEGAL COUNSEL |

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| For Recording Purposes Only |
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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DESCHUTES COUNTY  
9-1-1 SERVICE DISTRICT AND DESCHUTES COUNTY**

This Agreement is made and entered into by and between the Deschutes County 9-1-1 Service District (9-1-1) and Deschutes County, a political subdivision of the State of Oregon, (County), known jointly as the Parties.

WHEREAS, 9-1-1 is a County Service District formed on May 4, 1988; and

WHEREAS, Oregon Revised Statue (ORS) 190.003 to 190.130 allows units of local government to enter into agreements with other units of local government for the performance of any and all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, the parties to this Agreement agree this Agreement shall be administered and construed in accordance with the laws of the State of Oregon; and

WHEREAS, it is in the best interests of 9-1-1, County and the citizens of Deschutes County for area public-safety agencies to reduce costs and increase efficiency and communications interoperability by cooperating and coordinating the management of public-safety radio system infrastructure, and this Agreement is consistent with those interests; and,

WHEREAS, the 9-1-1 Governing Board adopted a strategic plan recommended by stakeholders which included consolidating responsibility for the construction, maintenance and operation of all local government radio systems in the 9-1-1 service area as a new responsibility for 9-1-1;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, County hereby transfers and assigns the equipment, buildings, land, leases, leasehold improvements, agreements, contracts, Federal Communications Commission (FCC) radio frequency licenses, assets and the debt service it owns or controls necessary for the continued operation and maintenance of County’s radio system to 9-1-1 as specifically detailed in this Agreement.

**I. PURPOSE AND GOAL**

- A. The purpose of this Agreement is to detail the duties and responsibilities of each Party such that, upon completion, the goal of transferring full control, ownership and responsibility for the County’s radio system to 9-1-1 will have been accomplished.

## II. COUNTY AGREES TO:

### A. Transfer or assign the following radio site lease or access agreements to 9-1-1:

| <b>Location:</b>  | <b>Lessor / Agreement Holder</b> |
|---|----------------------------------|
| Antelope Butte site lease   | United States Forest Service     |
| Awbrey Butte tower permit   | United States Forest Service     |
| Fivemile Butte access permit                                      | Freunds & Spencers               |
| Fivemile Butte site lease   | Verizon                          |
| Gray Butte site lease   | Day Wireless                     |
| Hampton Butte site lease  | Central Electric Co-Op           |
| Jackpine Ridge site lease   | GCC (Bend Radio Group)           |
| Mt. Bachelor (Pine Marten and Northwest Express Lifts) site lease | Mt. Bachelor, Inc.               |
| Pine Mountain site lease  | Day Wireless                     |
| Spring River Butte site lease                                     | Verizon                          |
| La Pine County Services Campus (DCSO sub-station)                 | Deschutes County                 |
| Wampus Butte site lease   | State of Oregon                  |

### B. Transfer or assign the following connectivity or other service agreements to 9-1-1:

| <b>Location / Description:</b>                 | <b>Vendor:</b>    |
|--|-------------------|
| Awbrey Butte connection to metro fiber         | Bend Broadband    |
| Awbrey Butte to Pine Marten fiber connection   | Bend Broadband    |
| Awbrey Butte to Wampus fiber connection        | Bend Broadband    |
| Cummins Northwest for generator maintenance    | Cummins Northwest |
| Genwatch for trunked radio monitoring services | Genwatch          |

### C. Transfer or assign the following subscriber user agreements to 9-1-1:

| <b>Radio System Subscriber Agency</b> |
|---------------------------------------|
| Bend Police Department                |
| Bend Public Works                     |
| Bend Right of Way                     |
| Black Butte Police Department         |
| Burlington Northern Santa Fe Railroad |
| Deschutes County Parole and Probation |
| Deschutes County Public Works         |
| Deschutes County Sheriff's Office     |
| Deschutes County Solid Waste          |
| Sunriver Police Department            |

### D. Transfer or assign the following reciprocal radio frequency use agreements to 9-1-1:

|  |
|--|
| <b>Frequency Sharing Agency</b>                    |
| United States Forest Service                       |
| State of Oregon Department of Emergency Management |

- E. Assist 9-1-1 with the development of an agreement with Bend Broadband for connectivity between Awbrey Butte and Spring River Butte, which will replace an existing agreement between County and Verizon.
- F. Assist 9-1-1 in negotiations with Verizon for payment for services for the cost of the connectivity between Awbrey Butte and Spring River Butte, or other in kind trade for services.
- G. Give notice to terminate the existing radio system service and maintenance agreement between Deschutes County and Motorola no later than May 29, 2015, with an effective contract termination date of June 30, 2015.
- H. Transfer utility services for the radio sites listed in Section II. A. above to take effect at the end of the first billing period ending on or after July 1, 2015. County will be responsible for paying utility bills through the end of the billing cycle ending on or after July 1, 2015.
- I. Transfer ownership of all County-owned Federal Communications Commission (FCC) radio frequency licenses used for public-safety purposes.
- J. Transfer ownership of the materials and equipment described in Appendix A, which by this reference is incorporated into this Agreement.
- K. Provided 9-1-1 has notified County in writing on or before June 30, 2015 that 9-1-1 is ready and able to take full responsibility for the operation and maintenance of County's radio system, on July 1, 2015 County will transfer the outstanding balance in County Budget Fund 245 to County Budget Fund 707 for use by 9-1-1.

### **III. 9-1-1 AGREES TO:**

- A. Assume full responsibility for operating and maintaining the Radio System sites, components, equipment, utilities, FCC licenses and services detailed in this Agreement effective July 1, 2015. If 9-1-1 is unable to assume responsibility for said Radio System on that date, 9-1-1 shall notify County of the date 9-1-1 expects to be able to do so, and County shall continue to operate and maintain the Radio System using funds budgeted in the Deschutes County Budget Fund 245 as necessary.
- B. Pay the cost of servicing Communications System Phase III Antelope Butte Radio Site Full Faith & Credit Obligations, Series 2003, a 20-year bond issued in 2003 with a principal balance, at issuance, of \$2,012,100. The Obligations were refinanced March 29, 2012 with Full Faith & Credit Refunding Obligations Series 2012, principal balance at issuance of \$1,260,780. The principal balance to be assumed by 9-1-1 on July 1, 2015 will be \$1,025,685.

- C. For Deschutes County fiscal year 2016 only, 9-1-1 will pay one half of the base personnel costs for a PC Specialist who will assist 9-1-1 with the Radio System but who will work for, be supervised by and equipped by the Deschutes County Sheriff's Office. 9-1-1 agrees the employee's level of assistance to 9-1-1 will be at the sole discretion of the Sheriff's Office.

#### **IV. DISPUTE RESOLUTION**

Mindful of the high cost of litigation, in the event the County and 9-1-1 are unable to resolve a controversy or dispute related to this Agreement, the Parties agree the Deschutes County Board of Commissioners will decide the issue(s), and their decision shall be binding on the Parties.

#### **V. TERMINATION**

This Agreement shall terminate when the Parties agree in writing that the duties, obligations and responsibilities of both Parties detailed in this Agreement have been fulfilled and completed.

#### **VI. AMENDMENT OR VARIATION TO THE AGREEMENT**

This Agreement may be amended at any time. Amendments will be in writing, and will be in force upon approval by the Governing Body of the Parties to this Agreement.

#### **VII. INDEMNITY**

Each Party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other Party harmless from any such liability. In the case of negligence by both Parties, any damages allowed will be levied in proportion to the percentage of negligence attributable to each Party and each Party will have the right to seek contribution from the other responsible Party in proportion to the percentage of negligence attributable to the other Party.

#### **VIII. JURISDICTION AND VENUE**

- A. This Agreement has been and will be construed as having been made and delivered within the State of Oregon, and it is agreed by each Party hereto that this Agreement will be governed by the laws of the State of Oregon, both as to interpretation and performance.
- B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Deschutes County, Oregon.

#### **IX. SEVERABILITY**

- A. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will

not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statute of the State of Oregon, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

## **X. ENTIRE AGREEMENT**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

For 9-1-1

BOARD OF COUNTY COMMISSIONERS  
FOR DESCHUTES COUNTY, OREGON,  
ACTING AS THE GOVERNING BODY OF  
THE DESCHUTES COUNTY 9-1-1  
SERVICE DISTRICT

\_\_\_\_\_  
Anthony DeBone, Chair


\_\_\_\_\_  
Alan Unger, Vice-Chair

\_\_\_\_\_  
Tammy Baney, Commissioner

Date: June 29, 2015

ATTEST:

\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Steve Reinke, 9-1-1 Director

Date: June 16, 2015

For Deschutes County

\_\_\_\_\_  
Tom Anderson, County Administrator

Date: June \_\_\_\_, 2015

\_\_\_\_\_  
Larry Blanton, Sheriff

Date: June \_\_\_\_, 2015

BOARD OF COUNTY COMMISSIONERS  
FOR DESCHUTES COUNTY, OREGON

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Anthony DeBone, Chair

\_\_\_\_\_  
Alan Unger, Vice-Chair

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Tammy Baney, Commissioner

Date: June 29, 2015

ATTEST:

\_\_\_\_\_  
Recording Secretary