



Deschutes County Board of Commissioners  
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(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 August 3, 2015**

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**DATE:** July 28, 2015

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

**TITLE OF AGENDA ITEM:**

Consider an IGA transferring ownership of the City of Redmond's radio system infrastructure to the Deschutes County 9-1-1 Service District.

**PUBLIC HEARING ON THIS DATE?** No.

**BACKGROUND AND POLICY IMPLICATIONS:**

The proposed agreement transfers responsibility for the operation and maintenance of the City's end of life radio system to 9-1-1. The centralization of the area's public radio systems will allow the District to consolidate existing end of life systems and plan for their replacement with new technology that will improve efficiency and inter-agency radio interoperability.

**FISCAL IMPLICATIONS:**

Expenditures have been budgeted in Fund 707 (a sub-fund of Fund 705).

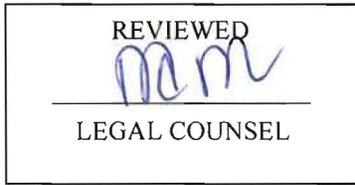
**RECOMMENDATION & ACTION REQUESTED:**

Consider approving the IGA.

**ATTENDANCE:** Steve Reinke.

**DISTRIBUTION OF DOCUMENTS:**

Originals to Steve Reinke and the City of Redmond.



For Recording Purposes Only

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF REDMOND, OREGON AND THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT**

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

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

WHEREAS, Oregon Revised Statute (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, City and the citizens of Redmond 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, City hereby transfers and assigns the equipment, buildings, land, leases, leasehold improvements, agreements, contracts, Federal Communications Commission (FCC) radio frequency licenses, and the assets it owns or controls necessary for the continued operation and maintenance of City'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 to duties and responsibilities of each Party such that, upon completion, the goal of transferring full control, ownership and responsibility for the City's radio system to 9-1-1 will have been accomplished.

## **II. CITY AGREES TO:**

- A. Transfer or assign the Gray Butte radio site lease with Day Wireless to 9-1-1:
- B. Give notice by May 29, 2015 to Motorola to terminate the City's radio system maintenance agreement effective June 30, 2015.
- C. Transfer or assign any reciprocal radio frequency use agreements to 9-1-1:
- D. Transfer electric utility service for the Gray Butte radio site to 9-1-1 to take effect at the end of the first billing period ending on or after July 1, 2015. City is responsible for paying the Gray Butte electric utility bill through the end of the billing cycle ending on or after July 1, 2015.
- E. Transfer ownership of all City owned Federal Communications Commission (FCC) radio frequency licenses to 9-1-1.
- F. Transfer ownership of the materials and equipment described in Appendix A, which by this reference is incorporated into this Agreement to 9-1-1.
- G. Pay 9-1-1 \$32,150.00 annually beginning July 1, 2015 for 9-1-1 to operate and maintain radio system access for City's law enforcement and public works users. Beginning July 1, 2016 and beyond, while this Agreement is in force, 9-1-1 agrees City's annual cost shall not increase by more than five percent (5%) over the amount assessed by 9-1-1 the previous year.

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

- A. Assume full responsibility for operating and maintaining the City's radio system site, 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 City of the date 9-1-1 expects to be able to do so, and City shall continue to operate and maintain its radio system until the mutually agreed upon effective date of the transfer of responsibility for the City's radio system to 9-1-1.
- B. Provide radio system access for City's public works radios.

## **IV. DISPUTE RESOLUTION**

- A. Mindful of the high cost of litigation, City and 9-1-1 hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the City and 9-1-1 are unable to resolve a controversy or dispute related to this Agreement.
- B. Arbitration Required and Attorney Fees. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation, breach, or default thereof, or to the existence, scope or validity of this Agreement, shall be resolved by arbitration in

accordance with the then arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of the reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s), with respect to attorney fees incurred prior to and during the arbitration proceedings, and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment.

## **V. TERMINATION**

This Agreement shall terminate when it is superseded by a successor Agreement for radio communications system access as part of a county-wide or regional approach for radio system maintenance and operation owned and operated by 9-1-1. In the event that 9-1-1 is unable or unwilling to provide radio communications (as described in this agreement) to City, 9-1-1 agrees to cooperate fully with City with regard to transfer or reacquisition of City's FCC license(s) identified in Section II E above by City.

## **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 Bodies 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

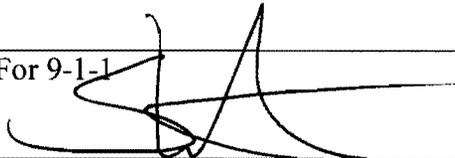
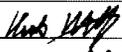
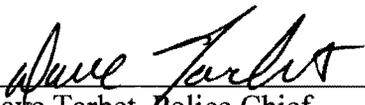
the courts of competent jurisdiction in Deschutes County, Oregon.

**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  <hr/> Steve Reinke, Director Date: <del>May</del> <u>6</u> , 2015 <u>JULY</u>	For City  <hr/>  , City Manager Date: <del>May</del> <u>JULY 20</u> , 2015  <hr/> Dave Tarbet, Police Chief Date: <del>May</del> <u>20</u> , 2015 <u>JULY</u>
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BOARD OF COUNTY COMMISSIONERS  
 DESCHUTES COUNTY, OREGON, ACTING AS  
 THE GOVERNING BODY OF THE DESCHUTES  
 COUNTY 9-1-1 SERVICE DISTRICT

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

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

\_\_\_\_\_  
 Alan Unger, Commissioner

Date JUNE 29, 2015

ATTEST:

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 Recording Secretary

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF REDMOND, OREGON AND THE DESCHUTES COUNTY 9-1-1  
 SERVICE DISTRICT - APPENDIX A

Line	Manufacturer	Serial Number	Model	Description	Rack #	Qty
1	Transector			UPS	1	1
2	Motorola	KV398	CPX2000	Main Controller	1	1
3	Motorola	360CGR0016	T5365A	Quantar repeater channel 5	1	1
4	Motorola	360CGR0020	T5365A	Quantar repeater channel 4	1	1
5	Motorola	360CGR0017	T5365A	Quantar repeater channel 3	1	1
6	Motorola	360CGR0019	T5365A	Quantar repeater channel 2	1	1
7	Motorola	360CGR0018	T5365A	Quantar repeater channel 1	1	1
8	Transector			Surge supression and power distribution	2	1
9	Transector			Surge supression and power distribution	2	1
10	RFS	DDF1000A	81424-A	Receive multicoupler	2	1
11	RFS	247477-001	WIJD862-10S	Transmit combiner	2	1
12	TrippLite	9524ALCSM538900075	SMART2200RMXL2U	UPS 3	2	1
13	TrippLite		SMART2200RMXL2U	UPS 2	2	1
14	TrippLite		SMART2200RMXL2U	UPS 1	2	1
15	RFS		1109-1	Receive antenna		1
16	RFS		1109-1	Transmit antenna		1
	RFS			Foam core coaxial cable and connectors		2
				Misc. tower antenna mounting hardware, lightning suppressors and bonding hardware		