

**RESOLUTION NO. 1470  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY FOR RADIO  
SYSTEM REPAIR AND MAINTENANCE**

**Whereas**, City of Prineville (“City”) provides land mobile radio services (the “Radio System”) for public safety agencies within Crook County, including Crook County Fire and Rescue, Prineville Police Department, Crook County Sheriff’s Office, and Prineville Public Works; and

**Whereas**, City’s Radio System has capacity for additional users; and


**Whereas**, Crook County (“County”) Road Department desires to benefit from the efficiencies and expertise of City with its Radio System; and

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) for City’s consideration; and

**Whereas**, City staff believes it is in the best interest of the City to approve and execute the Agreement;

**Now, Therefore**, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 12<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Jason Beebe, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
FOR RADIO SYSTEM REPAIR AND MAINTENANCE**

This Intergovernmental Agreement for Radio System Repair and Maintenance (IGA) is made by and between Crook County, a political subdivision of the State of Oregon (County) and the City of Prineville, an Oregon municipal corporation (City).

WITNESSETH

WHEREAS, pursuant to ORS 190.010 local governments are authorized to enter into intergovernmental agreements. City and County are local governments as defined by ORS Chapter 190; and

WHEREAS, next generation digital radios systems rely upon Information Technology (IT) networks to pass radio traffic and interoperate between disparate systems; and

WHEREAS, the City provides land mobile radio services (the "Radio System") for public safety agencies within Crook County, including Crook County Fire and Rescue, Prineville Police Department, Crook County Sheriff's Office, and Prineville Public Works; and

WHEREAS, the City's Radio System has capacity for additional users; and

WHEREAS, the County Road Department (Road) desires to benefit from the efficiencies and expertise of City with its Radio System.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **EFFECTIVE DATE/DURATION.** This Agreement is effective upon full execution and shall remain in effect for one year from the date of execution. This Agreement shall renew automatically each year unless terminated in accordance with Section 2 of this Agreement.
2. **TERMINATION.** This Agreement may be terminated by either party upon 90 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination. Upon termination, each party shall retain ownership of their respective equipment, i.e., County retains subscriber equipment and City retains NG Core and infrastructure.
3. **SCOPE OF AGREEMENT.** It is mutually agreed that either party can operate under either party's FCC license.

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3.1 Road shall:

- A. Purchase new Endpoints at its cost; and
- B. Provide City with access to its FRN ULS account.

3.2 City shall:

- A. Provide routine maintenance, troubleshoot and repair of mobile radio subscriber units and infrastructure for Road's radio system;
- B. Install Road's new endpoints;
- C. File FCC license modifications and renewals on behalf of Road, however frequencies granted specifically to Road shall retain County as the real party in interest. City will provide Road with courtesy copies of all such filings made on its behalf; and
- D. Provide interconnection between Road and the NG radio core.

4. CONSIDERATION. In exchange for the above services, County shall pay City Six-Thousand Dollars (\$6,000), billed annually.

5. DELEGATION. City shall not delegate the responsibility for providing services hereunder to any other individual or agency without the prior written consent of County.

6. ASSIGNMENT. Neither this IGA nor any of the rights granted by this IGA may be assigned or transferred by either party.

7. BINDING EFFECT. The terms of this IGA shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors, and assigns.

8. AGENCY AND PARTNERSHIP. Neither party is, by virtue of this IGA, a partner or joint venturer with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

9. INDEMNIFICATION.

- 9.1 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless, and indemnify County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this IGA.

- 9.2 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this IGA.
- 9.3 Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this IGA. Neither party shall be liable for any damages of any sort arising solely from the termination of this IGA or any part hereof in accordance with its terms.

10. **NON-DISCRIMINATION.** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this IGA when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and 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 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. **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 IGA, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

12. **NO WAIVER OF CLAIMS.** The failure of either party to enforce any provision of this IGA shall not constitute a waiver by that party of that provision or of any other provision of this IGA.

13. **SEVERABILITY.** Should any provision or provisions of this IGA be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this IGA which shall remain in full force and effect.

14. **HEADINGS.** The headings of this IGA are for convenience only and shall not be used to construe or interpret any provisions of this IGA.

15. **APPLICABLE LAW.** This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.

16. **ENTIRE AGREEMENT.** This IGA constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether

written or oral, concerning the subject matter of this IGA which are not fully expressed herein. This IGA may not be modified or amended except by a writing signed by both parties.

17. COUNTERPARTS. This IGA may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge  
Date \_\_\_\_\_


\_\_\_\_\_  
Jerry Brummer, County Commissioner  
Date \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date \_\_\_\_\_

CITY OF PRINEVILLE

  
\_\_\_\_\_  
Jason Beebe, Mayor

Date January 12, 2021


  
\_\_\_\_\_  
Steve Forrester, City Manager


Date January 12, 2021

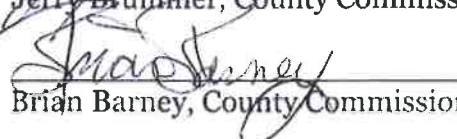
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CROOK COUNTY COURT

  
Seth Crawford, County Judge

  
Jerry Brummer, County Commissioner

  
Brian Barney, County Commissioner

Signed by the Crook County Court this 20<sup>th</sup>  
day of January 2021.

CITY OF PRINEVILLE

\_\_\_\_\_  
Jason Beebe, Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Steve Forrester, City Manager

Date \_\_\_\_\_