

## INTERGOVERNMENTAL AGREEMENT FOR A REGIONAL INTEROPERABLE RADIO SYSTEM

THIS AGREEMENT ("Agreement") is entered into by and between the undersigned Oregon Public Agencies (each a "Member" under this Agreement) to establish a governance structure for management of regional inter-operable radio communications system assets.

### RECITALS

WHEREAS ORS 190.010 provides that units of government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform;

WHEREAS the Parties have certain radio facilities and communications needs, and the opportunity to pool those resources and needs will be to the benefit of all Parties, and agree that this opportunity can be best realized through joint action;

WHEREAS the Parties jointly established a Lane County Fire Defense Board Radio Group for managing interoperable communication between and among the Parties;

WHEREAS the purpose of this agreement is to ensure the continued interoperable operation of the System, including the maintenance, enhancement, and replacement of System components; and

WHEREAS the Parties intend that the System remain flexible, to serve the purpose of improving communications by using the technological components that will, at any given time, best accomplish the purpose of improved communications.

Now therefore the Parties agree as follows:

#### 1) The System

1. The parties agree that through oversight of the Radio Manager, the following components of the Regional Radio System ("System") will be operated and managed for the common use of the Parties in accordance with this Agreement. The System components include Lane Radio Interoperability Group ("LRIG") controlled components, Lane Fire Defense Board ("LFDB") controlled components, Member controlled components, and Third party-controlled components.
2. LRIG controlled components: The LRIG controlled System components will generally consist of a shared, land mobile radio system primarily serving public agencies within Lane County. The LRIG controlled System components are defined as the shared radio systems controlled by Lane Radio Interoperability Group members to carry voice and data traffic. The LRIG controlled System components, include radio components, electronic equipment and other necessary equipment for transportation of voice and data signals.
3. LFDB controlled components: The LFDB controlled System components will generally consist of a shared, land mobile radio system primarily serving fire agencies within Lane County. The LFDB controlled System components are defined as the shared radio systems controlled by LFDB

Radio Group members to carry voice and data traffic. The LFDB Radio Group controlled System components, include radio components, electronic equipment, and other necessary equipment for transportation of voice and data signals.

4. Member controlled components. The Member controlled components are those which are owned and controlled by one or more Members independent of governance but are critical components necessary for the common use and operation of the System under this Agreement. The controlling Member agrees to exercise good faith maintenance and continuing operation of the Member controlled components for common use in the System.
5. Third party-controlled components. The System is dependent upon the 7-County Regional Interoperable Radio System ("SW7") P25 Master Switch, microwave, fiber, and leased circuits for interconnectivity of voice and data signals and other dependent components. These components are owned/managed by third parties and are in use by contract or agreement on behalf of radio system users.

## **2) Participation Classes**

- 1) "Party" or "Parties" or "Members" are currently the participating Fire Defense Board Members and includes the units of local government that are entering this Agreement to jointly operate and maintain the System. Other units of local government may be added as additional Parties, upon majority approval of the Governance Committee, and provided the additional Party executes this Agreement.
- 2) "Governance Committee Member" or "Board Member" or "Committee Member" means the entities that comprise the Lane Fire Defense Board Radio Group Governance Committee ("Governance Committee" "Board" or "Committee"), which governs the operations of the System. To be eligible to be a "Board Member," the entity must either be a Party to this Agreement or an agency, department or subdivision of a Party. Members must pay the full Subscriber Rate established by the Committee.
- 3) "Subscriber" means a person or entity authorized by the Governance Committee to use the System for communication purposes in accordance with the terms and conditions of a valid Subscriber Agreement. Subscribers will pay the full Subscriber Rate established by the Committee.

## **3) LFDB Radio User Group Membership**

- 1) Members may use the System as a benefit of membership. Use of the System is defined as connecting one or more demarcation points to the Member's own system or equipment outside the System, and thereafter sending communications along some part of the System.
- 2) Obligations of Membership. In addition to the specific rights and obligations discussed elsewhere in this Agreement, while a Member, each Member will:
  - a. Pay any and all invoices and meet other obligations related to payment for services received as a result of membership.
  - b. This obligation extends to the payment of all Member agency equipment purchases and services to avoid liens and other actions that could affect the operation of the System.

Membership will in no way imply a joint venture or joint ownership or convey any financial obligations on the other Members, unless specifically accepted in writing.

- c. Observe the established provisioning schedules for any equipment or facilities connected to the System.
- 3) Privileges of Membership. In addition to the specific rights and privileges discussed elsewhere in this Agreement, while a Member, each Member may:
  - a. Use the System for any lawful communication purposes consistent with the design and operation of the System; and,
  - b. Receive compensation for services and equipment provided to facilitate the operation of the System invoiced to and in a form acceptable to the fiscal agent.
- 4) Termination of Membership.
  - a. Any Member may voluntarily terminate its participation in the System upon no less than twelve (12) months written notice of withdrawal to the Committee. The withdrawal date may only occur on June 30 of any year following the minimum notice period.
  - b. The withdrawing Member will make reasonable efforts to provide to the System, or allow the continuing use by the System of, any services, equipment or network provided by the withdrawing Member to support the operation of the System, and to facilitate System traffic over any portion of the withdrawing Member's own system that had been designated to System purposes, or a reasonable alternative, upon such terms and conditions as the withdrawing Member will require, at nondiscriminatory rates. The withdrawing Member will not unreasonably refuse to agree on terms for the continuing use.
  - c. The withdrawing Member will not be responsible for any costs that are incurred by or for the remaining Members after the withdrawal date. The withdrawing Member will remain responsible for any costs incurred or contractually agreed upon prior to the withdrawal date, to the extent permitted by law.
  - d. A Member's failure to abide by the terms and conditions of this Agreement may result in involuntary termination of membership as provided in the Default Section.

#### **4. Governance Committee**

- 1) The Governance Committee will consist of Board or Committee Members selected by the Lane County Fire Defense Board as voting members on the Committee. Non-Voting Stakeholders on the committee may include others such as the County Emergency Manager, Central Lane Communications Center Representatives, or others as the Governance Committee deems appropriate. The Fire Defense Board will appoint or approve of the interim Governance Committee prior to the Agreement being ratified. Post ratification, the interim Governance Board will become the Governance Committee and will ratify all decisions of the interim Governance Committee at the first meeting.
- 2) In case of a vacancy, the Lane County Fire Defense Board will designate a replacement representative within thirty (30) days of the vacancy occurring. All such designations will be recorded in the Lane County Fire Defense Board Minutes and reported to the System Manager in writing.
- 3) Each of the Governance Committee Members is entitled to the same voting rights and general membership rights and responsibilities.

- 4) The Committee may allow others to use the System. Nothing in this Agreement is intended to restrict use of the System by other agencies as appropriate pursuant to any mutual aid, and/or State and Federal interoperability agreements.
- 5) The Committee will not establish obligations, leases, or subscriptions that may affect or require access or use over any portion of the System that is independently owned by a specific Member without the express permission of that Member.
- 6) Committee Authority and Responsibilities
  - a. Operational responsibilities includes, but is not limited to, the establishment of rates and other fees and charges; the allocation of expenditures and revenues among the Members as appropriate; and all other activities necessary or convenient to the efficient operation of the System.
  - b. Developing and maintaining appropriate documents that describe with particularity the configuration of the System, including services to support the operation of the System, and set forth the formula for the calculation of rates for services.
  - c. Overseeing, through the System Manger, the necessary installation, maintenance, and replacement of mutually used radio and other System equipment, and the technical and administrative functions necessary to maintain and operate the System. The Committee may modify the definition of the System by adopting a written system description as part of its provisioning plan.
  - d. Establishing, maintaining, and updating a plan for the continued financial integrity of the System. The plan will consider financial and contractual obligations, capital and infrastructure needs, long-term financial planning, and provide to the greatest extent possible for a predictable budget schedule. The plan will be reviewed and updated as needed, but not less than annually.
  - e. Supervising and coordinating the operational management and provisioning of the System will be coordinated and supervised by the Committee. The Committee may request that other agency departments or entities designate representatives to assist the Committee. Such representatives will be non-voting members of the Committee, not considered for purposes of a quorum. The Committee is authorized to approve policy and operating agreements.
  - f. The Committee may from time to time authorize a Party to add or subtract resources to or from the System. Such actions will be consistent with the provisioning plan then in effect. When any change to the resources of the System is implemented, the impact of such changes on rates will be reflected in the System rate structure.
  - g. The Committee is granted authority to approve and enter into, on behalf of the Parties, such subscription agreements and contracts that are reasonably necessary for the ordinary maintenance and operation of the system. This authority may be further delegated by the Committee to an agency acting on its behalf.
- 7) Committee Operation
  - a. Voting Authority.
    - i. Each Committee Member will be entitled to one vote.
    - ii. If the Committee Member's representative is unavailable, the Committee Member may delegate its voting authority to a delegate by means of a written communication to the System Manager.
  - b. Quorum.
    - i. A quorum of the Committee consists of a majority of voting Committee Members.

- ii. Any Committee Member may issue a written quorum call to all Committee Members to ensure sufficient Committee Members are present.
  - iii. Committee Members may attend in person, virtually or through written confirmation of their vote. If a quorum exists, and unless otherwise specified in this Agreement, a decision or action on an issue may be approved by a majority vote of the Committee Members present.
- c. The Committee will strive for general agreement on all issues.
  - i. In the case of tie votes, the issue will be held over for consideration until all five Committee Members are present.
  - ii. The Governance Board will use discretion to bring unplanned expenses or unusual operational decisions to the full LFDB. A simple majority of the Governance Board may refer any issue to the full LFDB.
- d. Subcommittees. The Committee may create permanent or temporary subcommittees to facilitate discussion and decision-making of the Committee. The subcommittees report and make recommendations to the Committee.
  - i. A technical subcommittee with representatives approved by the Governance Committee will be created and meet on a regular basis. This committee is responsible for working with the System Administrator and System Manager to maintain the System and recommend prioritized work lists to the Committee.
- e. Meetings:
  - i. Regular meetings. The Committee will meet not less than quarterly at dates and times agreed to by the Committee.
  - ii. Special meetings. Special meetings may be called by the Chair or 2 or more Committee Members when necessary, by providing notice of the time and place, and subject(s) of the special meeting.
  - iii. An agenda will be prepared for each meeting and distributed in advance to the Committee Members. The agenda will identify significant issues to be presented, discussed, or considered at the meeting. Except in case of emergency, notice of agenda items involving a substantial change to Member rates, capital contributions, or level of service; or to enter into contracts more than three years in length; will be given not less than two weeks in advance of the meeting.
  - iv. Minutes of each meeting will be kept, in abbreviated form, that record the subject matter of significant items presented, discussed, or considered, and the results of any votes taken. A copy of the minutes of each meeting will be distributed to the Committee Members prior to the following meeting.

#### 8) Officers and Duties

- a. There will be a Chair and a Vice-Chair of the Committee. The Chair and the Vice Chair will be elected annually by the Governance Board beginning at the first meeting of each calendar year.
- b. Serving as Chair or Vice Chair will not limit a Committee Member's right to vote.
- c. The System Manager is responsible to prepare an agenda for each meeting that identifies significant issues to be discussed at the meeting, including for reasonable documentation where necessary to enable Committee Members to be prepared to vote on significant issues.
- d. The System Manager is responsible to ensure that the minutes of meetings are prepared, distributed, and retained.

## 1) System Administration

- 1) General operational and administrative decisions for the System will be made by the Committee; provided, however, that individual agencies or groups of agencies that own, lease or otherwise control the components will be responsible for components beyond System Demarcation Points. Such components will be compatible with the System but are not regulated by the Committee.
- 2) The Committee will adopt, in writing, a System Operation and Administration Plan. Modifications to components of the Fire Radio System will only be made after approval by the Committee. Modifications to Member-controlled components of the System will only be made after reasonable prior written notice to the Technical Committee. All modifications of Fire Radio System or Member-controlled components must comply with the System Operation and Administration Plan then in effect. This plan will include the following:
  - a. Technical standards for equipment type, equipment capacity, security, access and the System's design.
  - b. Anticipated future development, enhancement or maintenance of the system, which will include, but not be limited to, a long-range, multi-year plan for such system changes or maintenance.
  - c. Service level standards including but not limited to:
    - i. Preferred equipment and minimum equipment denoted by site where necessary;
    - ii. Reliability standards by site and equipment type;
    - iii. Minimum and preferred predictive maintenance schedule and procedure by equipment type;
    - iv. Repair and service reestablishment priorities and timelines;
    - v. Site access procedures and contact information;
    - vi. Drawings of existing and future equipment locations;
    - vii. System security standards including, data and physical security requirements for equipment and sites;
    - viii. AC/DC loading requirements for emergency backup systems at each site;
    - ix. Disaster plans and agreements for each site, including back up contingencies for each layer of the System.
- 3) The Committee will develop and maintain a System Network Description which will include at least the following:
  - a. A written and/or graphic depiction of the System infrastructure, including location of major equipment and transmission routes. The Fire Radio System-controlled and Member controlled components will be separately described in Appendix A of the System Operation and Administration Plan with identification of demarcation points within the System. Appendix A will be updated annually by the Committee or its' designee;
  - b. A written and/or graphic depiction of the System's demarcation points, clearly describing the System's boundaries. For the purpose of this agreement, the term "System Demarcation Points" describes the interface between the equipment and links which comprise the System, and any system or equipment which may attach to it, but are not under the control of the Committee;
  - c. A written and/or graphic description of each non-System attachment to the System;

- d. A description of ownership, maintenance agreements, contact information and other information necessary for maintenance, repair and security for each segment of the System;
- e. A technical description and/or data model of capacity and usage by agency on each segment of the System; f. An indication of any priority equipment or routes, as well as redundant routes, to allow for priority repair and/or special security and service considerations.

## 2) Operations and Maintenance

- 1) The Committee will designate a System Manager who will serve as staff to the Committee and will be considered a contracted service provider to the Committee. The System Manager will not have a vote on the Committee. Unless otherwise assigned by the Committee, the System Manager is responsible to:
  - a. Maintain and implement the System Operations and Administration Plan;
  - b. Develop and maintain the System Network Description;
  - c. Act as the point of contact with the designated Fiscal Agent and System Maintenance Provider.
  - d. Prepare, propose and manage the annual budget;
  - e. Approve payment of Radio System expenses;
  - f. Inform the Committee and System Users of System issues;
  - g. Carry out Committee policy for the oversight of the System;
  - h. Coordinate technical responses with a designated system maintenance provider.
  - i. Oversee technical issue resolution;
  - j. Manage the preventative maintenance schedule.
- 2) Maintain system documentation and meeting documentation in accordance with County retention policies.
  - a. Perform any other duties as deemed necessary by the Committee.
- 3) A Fiscal Agent will be designated by the Committee and will be considered a contracted service provider to the Committee. Unless otherwise assigned by the Committee, the Fiscal Agent's responsibilities will include:
  - a. Maintaining the budget within the scope and constraints of the fiscal agent's agency budget. The fiscal agent must ensure that LFDB monies are separated from the fiscal agent agency's monies;
  - b. Providing all accounts payable functionality including the payment of LFDB expenses;
  - c. Invoicing and collecting subscriber fees and System improvement fees;
  - d. Providing standard monthly financial reports;
  - e. Providing on-demand financial reports as needed;
  - f. Providing purchasing expertise and acting on behalf of Committee as the contracting authority for the system. This includes signing for contracts and agreements authorized by the Committee.
- 4) Radio System Maintenance and Repair Provider(s) will be designated by the Committee and will be considered a contracted service provider to the Committee. Unless otherwise assigned by the Committee, the Radio Maintenance and Repair Provider's responsibilities will include:
  - a. Preventative maintenance of System components and equipment;
  - b. Participation in the Technical Committee as requested;
  - c. Repairing and replacing System components and equipment;
  - d. Assisting with acquisition of new System components and equipment;

- e. Installation of System components and equipment, and/or overseeing and coordinating installation of System components and equipment by third-party vendors;
- f. Providing after-hours repair service on System components and equipment;

### **3) Future System Expansion**

- 1) One or more Members may propose plans for future expansion of the System to the Committee for approval as set out in the voting provisions.
- 2) The cost, installation and implementation of future expansion to the System will be paid by all the Member(s).
- 3) Once any agreed-upon future expansion of the system is complete, that expansion will become part of the System Administration Network Description and System Operation and Administration Plan.
- 4) Future operations and maintenance costs of the System expansion will be the responsibility of all Members.
- 5) Members may make changes to Member controlled components without Committee approval.

### **4) Rate Setting and Billing**

- 1) The Committee will review and update its rates annually. Rates will be adopted by January 1 for the new fiscal year starting on July 1 and will be paid in full by December 31.
- 2) The Committee will adopt a written rate-setting methodology designed to recover costs of operations, maintenance, replacement, contractual commitments, and reserves. The methodology will, to the extent practicable, allocate costs fairly among the members.
- 3) The Committee, by and through the Fiscal Agent, will invoice and collect revenues from Members, Subscribers, and Users for the use of the System and if necessary, for System improvements.

### **5) Default**

- 1) If any Party is found to be in default (Defaulting Party), under this Agreement, by any other Member of the Committee will evaluate the report and notify the Defaulting Member in writing of the scope and nature of the default (Default Notice), if any. The following events will constitute default under this Agreement:
  - a. Failure to make any payment when due hereunder, including the payment of any fees or fines due to the FCC as penalty for actions committed by a single System Member acting outside the authority of the Committee;
  - b. Failure to perform in any material respect any obligations required to be observed or performed hereunder;
    - i. Willful and material interference by one Member to another Member's System related operations;
    - ii. Use of the System in a manner deemed to be inappropriate by the Committee.
    - iii. Knowing and/or ongoing actions relating to the System which constitute actionable violation(s) of FCC regulations.
- 2) Remedies
  - a. Defaulting Member's Right to Cure. The Defaulting Member will have the right to cure any breach or default under this Agreement within the soonest practical time, which will not exceed thirty (30) calendar days after the receipt of Default Notice. In the event that



any breach or default is of a nature such that it may not reasonably be cured within thirty (30) calendar days, the Defaulting Member will have the right to submit a written plan to the System Manager detailing appropriate actions the Defaulting Member will take to cure such breach or default. The Defaulting Member is solely responsible for consultation with the System Manager, Technical Committee and Governance Committee to ensure the remedial plan will result in a timely cure of default. Within the thirty (30) calendar days period after receipt of Default Notice, the Defaulting Member must commence diligently pursuing appropriate action under the plan to cure the breach or default, in which event the Defaulting Member will have a longer period of time to cure the breach or default so long as the Defaulting Member will continue to be diligently pursuing appropriate action during such period; provided, however, that in no event will such time period exceed one hundred twenty (120) days from the date of receipt of the Default Notice. During the period allowed for cure of breach or default, the defaulting Member may, at the option of the Committee, retain the right to use the System, providing such use does not damage, diminish or otherwise negatively impact the System.

- b. Remedies. If the Defaulting Member fails to timely cure any material default in a manner which maintains the integrity of the System, the Committee will have the right to terminate the Defaulting Member's Membership. The Committee or any Member may elect to cure any default of a Defaulting Member to preserve one or exercise and pursue all other rights and remedies available to it under applicable law. In the event of a termination under this clause, the obligations under, "Termination of Membership", will continue.
- c. Except as otherwise provided in this Agreement, any right or remedy afforded to any Member under any provision of this Agreement on account of breach or default by another is in addition to, and not in lieu of, all rights or remedies afforded any Member under any other provision of this Agreement, by law or otherwise on account of the breach or default.

## 6) Ownership and Insurance

- 1) For insurance purposes, Lane County will act as the owner of record and will maintain insurance coverage of the system assets. Associated costs will be paid through the governance budget.
- 2) Other Member's rights regarding equipment will be assured in other provisions of this Agreement.
- 3) Insurance claims will be approved by the Committee before submittal.

## 7) Indemnity

- 1) Each Party agrees to defend, indemnify and save the other Parties harmless from any claim, liability or damage, including attorney fees, resulting from any error, omission or act of negligence on the part of the indemnifying Party, Member, its officers or employees, and agents in the performance of its responsibilities under this agreement.
- 2) Each party agrees to indemnify and hold the other Parties, Members, their officers, employees and agents harmless from its proportional share of liability (each Member's proportional share will be based on the total number of Members of the Committee) for the decisions and actions of the Committee, and for the decisions and actions to implement the Committee's decisions by

the System Manager and System Administrator. Notwithstanding the assumption of liability under this Subsection K, the Parties are not liable for any action of the System Manager or System Administrator that violates the law, breaches a contract, or willfully causes damage or injury.

- 3) Each Party will require that any independent contractors, licensees, invitees or vendors performing responsibilities under this Agreement have insurance coverage that the Party typically requires for the type of work, with each Party and its governing Board or Council members, officers, employees, and agents covered as additional insureds for general and any auto liability coverage. Each Party will also require in any contracts with an independent contractors, licensees, invitees or vendors that the independent contractors, licensees, invitees or vendors agree to indemnify each of the Parties to this Agreement.
- 4) The Parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, as applicable. The Parties expressly recognize and agree that the indemnifying Party's obligation to indemnify, defend, protect and save another harmless is not a material obligation to the continuing performance of its other obligations, if any. The Parties also recognize their rights to any and all actions under the law. These obligations will survive the expiration or termination of this Agreement. In providing the services described or related to this agreement all the Parties are public bodies and will maintain their public body status as specified in ORS 30.260. All the Parties understand and acknowledge that all Parties retain all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

#### **8) Limitation of Liability**

- 1) Notwithstanding any provision of this Agreement to the contrary, no party will be liable to any other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission or transport interruptions or problems, any interruption or degradation of service or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, negligence, or strict liability, all claims for which such damages are hereby specifically waived. Except for the limitations on actions contained in the applicable provisions of the Oregon Tort Claims Act, nothing contained herein will operate as a limitation on the right of a party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

#### **9) Notice**

- 1) Any notices required or permitted by this Agreement will be deemed given when personally delivered to the recipient; upon the date signed as delivered if the notice is sent by United States mail, postage prepaid, certified, return receipt requested; or upon delivery if sent by email.

#### **10) Additional Agreements**

- 1) This Agreement is intended to generally set forth the agreement among the Parties regarding the operation of the System and the obligations and benefits of membership in the System. However, the Parties may supplement this Agreement by entering into subsequent written agreements. This Agreement supersedes the Intergovernmental Agreement Establishing a Regional Interoperable Radio System previously entered into by the Parties. In the event of conflict between this Agreement and any supplemental agreement(s) between the Parties, the terms of this Agreement will take precedence *over* all supplemental agreements.

#### **11) Amendment Process**

- 1) This Agreement may be amended only by written agreement among all Parties. Any amendment will be executed by a person authorized to bind the Party to the amendment.

#### **12) Partial Invalidity**

If any term or provision of this Agreement or the application to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

#### **13) Waivers**

- 1) No waiver of any breach of any covenant or provision contained here will be deemed a waiver of any preceding or succeeding breach of that covenant or provision, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

#### **14) Effective Date; Term**

- 1) This Agreement will become effective for the current Parties when executed by all the current Parties. The Agreement will become effective for additional Parties upon the date approved and executed by the Committee Chair. This Agreement will be in effect indefinitely unless 2/3 of Parties vote in favor of terminating the Agreement.

#### **15) Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.


#### **16) Dispute Resolution**

The Parties are required to exert *every* effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the Member representatives. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

**17) Signatures**

This agreement may be signed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement. Parties may sign electronically or with direct signature.

By signing the Agreement, the Parties understand, agree, and certify they have full authority to enter into this Agreement on behalf of their specific agency.



Agency	Representative	Date
Coburg Fire District	<u>Chad Minter</u> Chad Minter (Oct 25, 2023 09:36 PDT)	
Dexter RFPD	<u>Larry Woodbridge</u> Larry Woodbridge (Nov 14, 2023 15:59 PST)	
Eugene Fire and EMS	<u>[Signature]</u> [Signature]	
Junction City RFPD	<u>Brandon Nicol</u> Brandon Nicol (Oct 24, 2023 09:50 PDT)	
Lake Creek Fire District	<u>Douglas Riggs</u> Douglas Riggs (Nov 16, 2023 08:08 PST)	
Lane Fire Authority	<u>Dale Borland</u> Dale Borland (Oct 24, 2023 08:53 PDT)	
Lorane RFPD	<u>Jim Bailor</u> Jim Bailor (Oct 24, 2023 16:08 PDT)	
Lowell RFPD	<u>Lon Dragt</u> Lon Dragt (Oct 24, 2023 08:15 PDT)	
McKenzie Fire & Rescue	<u>Darren Bucich</u> Darren Bucich (Nov 13, 2023 17:39 PST)	
Mohawk Valley Rural Fire District	<u>Steven Wallace</u> Steven Wallace (Oct 23, 2023 16:50 PDT)	
Pleasant Hill Goshen Fire & Rescue	<u>Andrew Smith</u> Andrew Smith (Oct 24, 2023 08:27 PDT)	
South Lane County Fire and Rescue	<u>John Wooten</u> John Wooten (Oct 23, 2023 19:16 PDT)	
Springfield Fire and Life Safety	<u>Nancy Newton</u> Nancy Newton	
Upper McKenzie Fire District	<u>Christiana Plews</u> Christiana Plews (Oct 30, 2023 19:06 PDT)	

Lane County

Steve Mokrohisky, Lane County Administrator

FY2022 (62607)

FY 24 Operating Revenue

\$300,000.00

\$4.79 Per Call

	<b>Call Count</b>	<b>Percentage</b>	<b>FY24 Contribution</b>
Coburg Fire District	425	0.68%	\$2,036.51
Dexter Fire District	350	0.56%	\$1,677.13
Eugene Fire Department	31,775	50.75%	\$152,259.33
Junction City Fire	2,021	3.23%	\$9,684.22
Lake Creek Fire District	54	0.09%	\$258.76
Lane Fire Authority	5,825	9.30%	\$27,912.21
Lorane Fire District	67	0.11%	\$321.05
Lowell Fire District	308	0.49%	\$1,475.87
McKenzie Fire District	742	1.19%	\$3,555.51
Mohawk Valley Fire District	429	0.69%	\$2,055.68
Pleasant Hill-Goshen Fire	957	1.53%	\$4,585.75
South Lane Fire & Rescue	5,316	8.49%	\$25,473.19
Springfield Fire Department	14,186	22.66%	\$67,976.42
Upper McKenzie Fire District	152	0.24%	\$728.35
<b>Total</b>	<b>62,607</b>		
			\$300,000.00

**Signature:**

**Email:** [mcaven@eugene-or.gov](mailto:mcaven@eugene-or.gov)

521510	Coburg MW Replacement Project	
521510	Simulcast Voter Replacement	40,000
	<b>Capital SubTotal</b>	<b>40,000</b>

**Reserves**

991910	Operational Contingency	90,000	5% of REVENUE (E20)
993962	Reserves (Future Capital)	1,251,000	
	<b>Reserves Total (FY25 Carry Forward)</b>	<b>1,341,000</b>	
	<b>Expense Totals</b>	<b>1,800,000</b>	
	<b>Variance</b>	<b>-</b>	

VHF Radio System Budget Version 3.0

Account #	Description	FY24 Proposed	Comments
451901	Misc Federal Revenue	-	
453910	Misc State Revenue	-	
456800	Contributions from LCFDB Members	(300,000)	
456800	Additional Capital Contributions		
466910	Subscriber Unit Revenue		
466980	Refunds and Reimbursements		
486100	Interest Earnings	-	
496110	Projected COE Fund 134 Carryover	(1,500,000)	

Revenue

Revenue Total **(1,800,000)**

M & S

Account #	Description	FY24 Proposed	Comments
512111	System Management	182,000	50% System Manager/50% Program Supervisor
512111	System Administrator	-	
	ADComm Engineering	-	
512111	Fiscal Agent	12,000	
512111	Professional and Consulting	194,000	Sys Mgr, Sys Adm, and Fisc Agt
512201	Intergovernmental agreements	10,000	
512344	Telephone Services (Microwave, Fiber and Utilities)	28,000	Microwave and Utility Charges
512357	Maintenance Agreements	85,000	System Maintenance
512366	Real Estate & Space Rentals	90,000	Space rental at towers and CLCC
512619	Radio/Communication Supplies & Svcs	12,000	
512625	Tools and Equipment		

M & S SubTotal **419,000**

Capital

521510 Crestveiw MW Replacement Project

7 this amount



ated cost of \$12,840/year. This has not been executed as of 9/8/16 but it is higher than just a 3% increase over last year so to be safe I am pencilling it

ated cost of \$8520/year. This has not been executed as of 9/8/16 so I am keeping with a 3% increase over the prior year. That means \$10,257

	FY14 Comm		FY17		
	FY13 Actuals	Approved	FY16 Actuals	Budgeted	
Bear (LCSO)	\$ -	\$ 9,600		\$ 12,978	\$ 14,100 Guestimate - talk to David Kemp
Belknap (EWEB)	\$ 1,104	\$ 3,660		\$ 1,648	\$ 1,697 Estimated 3% increase
Blanton (EWEB)	\$ 14,956	\$ 12,188		\$ 11,926	\$ 12,840 The new contract shows an estima
Coburg (Eugene)	\$ 2,802	\$ 3,898	\$ -	\$ 16,800	\$ 16,800 est \$200/rack & antenna/mth (4ra
CLCC (Eugene)	\$ -	\$ 2,484			
Hagan (EWEB )	\$ 11,322	\$ 9,295		\$ 9,958	\$ 10,257 The new contract shows an estima
Hendricks (Eugene)	\$ -	\$ 1,451			
Herman (SVFR)	\$ -	\$ 4,200			
Quarry (Springfield)	\$ 18,000	\$ 18,000		\$ 26,069	\$ 28,196 4% increase per the Day Wireless c
Skinner (Eugene)	\$ -	\$ 1,499			
Smith Ridge (EWEB)	\$ 336	\$ 2,800		\$ 501	\$ 516 Estimated 3% increase
(Fire) Station 7 (Eugene)	\$ -	\$ 1,048			
Walker (State Radio Project; Eugene)	\$ -	\$ 6,180			No charge per the contract w/stat
Inadvertent T1 Cost	\$ 3,450				
<b>Subtotal</b>	<b>\$ 51,971</b>	<b>\$ 76,303</b>	<b>\$ -</b>	<b>\$ 79,880</b>	<b>\$ 84,406</b> <-- bear in mind that Coburg rents