

RESOLUTION NO. 1605

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF WILSONVILLE TO PROVIDE IMPROVED EMERGENCY RADIO COMMUNICATION.

WHEREAS, ORS 192.040 provides for intergovernmental agreements; and

WHEREAS, ORS Chapter 401.305 et seq. provides for local governments to incur obligations for emergency services; and

WHEREAS, in Resolution No. 1338, entitled "A Resolution of the City of Wilsonville Adopting the City of Wilsonville Basic Emergency Operating Plan, Dated December 1, 1996, and Authorizing Staff to Operate Under the New Plan in the Event of Disaster and to Coordinate Said Emergency Plan with Other Governmental Agencies and Repealing Resolution No. 426" the City of Wilsonville has adopted the City of Wilsonville Basic Emergency Operating Plan ("Emergency Plan") and;

WHEREAS, Resolution No. 1589, entitled " A Resolution Providing for Authority to Declare a State of Emergency, Impose Emergency Measures, Implement the Basic Emergency Operating Plan, and Coordinate with Local, State and Federal Agencies" provides authority for the City to declare an emergency; and

WHEREAS, the Emergency Plan provides roles and responsibilities for city officers and staff; and

WHEREAS, the City has entered into an agreement with the City of Portland to provide emergency communication radio service; and

WHEREAS, such service can be provided on an improved basis to the City of Portland by Washington County through the Washington County Consolidated Communication Agency, which will provide such improved service to the City of Wilsonville at a reduced cost; and

WHEREAS, a public service contract between government agencies is an exception to the requirement for competitive bids; and

WHEREAS, by mutual agreement the City of Wilsonville will withdraw from Portland's emergency communication system; and

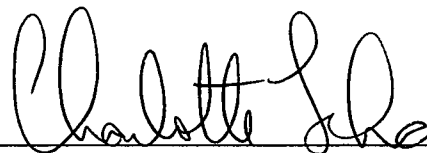
WHEREAS, by mutual agreement between Washington County and the City of Portland, services of the Portland emergency communication system will continue to be available to the City of Wilsonville through the Washington County emergency communications system, a copy of the intergovernmental agreement between the City and the Washington County consolidated Communication Agency is marked Exhibit 1, attached hereto and incorporated by reference herein; and

WHEREAS, the City of Wilsonville desires to acquire and install an improved radio system to train employees in the use of the system prior to December 31, 1999.

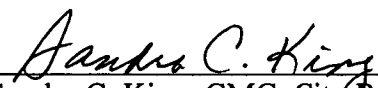
NOW, THEREFORE THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. On behalf of the City of Wilsonville, the City Manager is authorized to sign an intergovernmental agreement with Washington County for the provision of radio communication service.

ADOPTED by the Wilsonville City Council at a regular Council meeting thereof this 6th day of December, 1999, and filed with the Wilsonville City Recorder this same date.


CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Kirk	Excused
Councilor Holt	Yes



Washington County Consolidated Communications Agency

RADIO AGREEMENT

This Agreement is entered into between Washington County Consolidated Communications Agency ("Agency"), an ORS 190 organization, and the City of Wilsonville ("User") listed on Exhibit A hereto.

RECITALS

WHEREAS, Agency has implemented an 800 Mhz Public Safety Data Communications System (the "System"); and

WHEREAS, the System has the technological capability to meet the communications needs of User in Washington County; and

WHEREAS, the Agency is willing to provide User access to the Communications System;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **DEFINITIONS**

The terms used in this Agreement have the following definitions:

- a. "Radio unit" means a radio that is capable of transmitting receiving radio communications over the System.
- b. "Program," "programmed" and "programming" means the process of coding particular radio units to transmit and receive specified radio communications.
- c. "Talk group" means a group of radio units programmed to hear all communications directed to units in that group.
- d. "Maintain" and "maintenance" means repair of radio units or replacement of such radio units with spares purchased by User pursuant to this Agreement.
- e. "Install" and "installation" means the process of mounting mobile radio units in automobiles, etc.

2. USER ACCESS

The Agency will afford User access to specified talkgroups as approved by the WCCCA Technical Advisory Committee. Such access shall be by means of a radio unit purchased and installed at the User's expense, so long as the placement and operation of such equipment does not materially interfere with the Agency's operation or maintenance of the System.

User is granted access to the following talkgroups:

FIRE DISPATCH	FIRE TAC2	FIRE TAC3
FIRE TAC4	FIRE TAC5	FIRE TAC6
FIRE TAC7	PUBLIC SAFETY 1	PUBLIC SAFETY 2
FIRE TRNG 1	FIRE TRNG 2	FIRE ADMIN
MERIDIAN PARK HOSP	SO1	

The following new talkgroups will be added for User access:

WILSONVILLE PUBLIC WORKS 1
WILSONVILLE PUBLIC WORKS 2
WILSONVILLE TRANSIT 1
WILSONVILLE TRANSIT 2
WILSONVILLE SEWER 1
WILSONVILLE SEWER 2

3. PURCHASE

- a. User shall be free to purchase any model of radio units, as specified by the Agency, directly from any manufacturer of such units, including the manufacturer or manufacturers that supply radio units to the Agency. User may make arrangements with the manufacturer(s) to deliver new radio units to the Agency for initial programming, or radio units may be delivered by User to the Agency for programming. User may purchase extra radio units to be left with the Agency for quick replacement of radio units brought in for repair.

4. PROGRAMMING

All programming of radio units acquired by User pursuant to Section 3 above shall be performed solely by the Agency, at a location or locations to be specified by the Agency. The Agency shall program and return any radio unit as soon as reasonably possible. All programming of radio units to be installed in User vehicles shall be performed before installation.

- a) The Agency shall keep lists of the individual address codes of each User radio unit programmed by the Agency.

5. INSTALLATION

Installation of mobile radio units in User vehicles may be done either by the User or by the Agency, at the User's option. If User requests the Agency to install such mobile units, the Agency shall do so as soon as reasonably possible for a fee based on the Agency's current fee schedule. The Agency may charge a programming fee, as established on the fee schedule.

6. MAINTENANCE

All radio units acquired by User pursuant to Section 3 above shall be programmed only by the Agency.

- a. When User wishes the Agency to repair a radio unit, User shall notify Technical Support staff designated by the Agency before bringing the radio unit to the Agency. On Mondays through Fridays from 8:00 a.m. through 4:00 p.m., and at other times as may be mutually agreeable, the Agency shall accept the radio unit in need of repair.
- b. The Agency shall submit the radio unit for repair as quickly as reasonably possible and shall notify User when the repaired radio unit is ready to be picked up. User shall promptly pick up the repaired radio unit, Monday through Friday from 8:00 a.m. through 4:00 p.m., or at such other times as may be mutually agreeable.
- c. Except for program maintenance, User at its option may contract directly with another vendor for repair of User's radio units.

7. FEES

a. Application Fee

An application and initial processing fee shall be charged for processing and establishment of a User account.

b. Annual System Access Fee

An Annual System Access Fee for use of the radio system shall be assessed pursuant to the fiscal year fee schedule, as approved by the WCCCA Board of Commissioners. This cost will be adjusted annually and shown in Exhibit "B". WCCCA will notify User of any changes in Exhibit "B" fees on or before March 1st of each year.

c. Maintenance

Maintenance fees for radio repair shall be pursuant to the fiscal year fee schedule as approved by the WCCCA Board of Commissioners.

8. PAYMENT

User agrees to pay the Annual System Access Fee for services provided during the term of this Agreement. Payments shall be made in advance on an annual basis. The initial billing will be pro-rated to July 1, with the first full years' billing due on July 1 of the year following this agreements effective date. All payments will be due within 30 days of billing.

9. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall become effective on the date it is signed by both parties and shall automatically be renewed for one year unless either party by April 1 of any year provides written notice of intent not to renew.

10. INDEMNIFICATION:

Agency and User shall hold harmless and indemnify the other for the negligent acts or actions of their respective officials, employees, and Agency in the performance of this Agreement, within the limits of the Oregon Tort Claims Act.

11. RADIO LOSS

If User loses a radio unit, or believes that a radio unit has been stolen, User shall immediately inform the Agency Director or Technical Support staff.

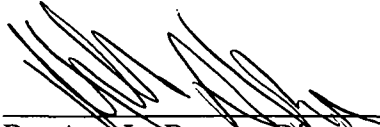
12. RESPONSIBILITY OF USER/DISABLING OF USER RADIO UNITS

In the event the User violates any term or provision of this Agreement and/or accesses restricted talk groups, via the radio units, the Agency may disable User's radio units. The decision to disable a User radio unit shall be made by the Director of WCCCA and subject only to review by the WCCCA Board of Commissioners.

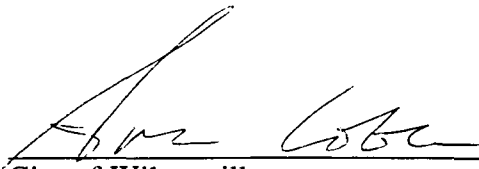
IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of Dec., 1999. Radio system usage will become effective on 7th day of Dec., 1999.

JAB
11/22/99

BY:


RoxAnn L. Brown, Director
WCCCA

BY:


City of Wilsonville
Arlene Loble, City Manager

Approved as to form this 22 day of November, 1999.

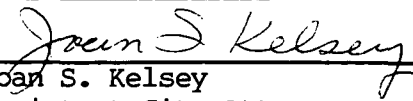
By 
Joan S. Kelsey
Assistant City Attorney

EXHIBIT "A"

APPLICATION FOR 800 RADIO ACCESS

Name of Organization: City of Wilsonville

Address: 8455 SW Elligsen Rd
Wilsonville, OR 97070

Authorized Representative: Floyd Peoples

Phone: 682-1011

Total # of Radio Units currently:

26 Mobiles: 24 Portables:

EXHIBIT "B"

FEES

1. Application Fee

The application fee includes the processing of the written Agreement, and System authorization approval, as determined in the sole discretion of Agency.

2. Design and Installation of Data Radio Interface Software

The User will pay a fee for programming for each radio template they request.

3. Radio Programming

The initial programming includes programming of each radio unit, the enabling unit ID on the System controller, and updating the system management database. This cost will be based on the current technical hourly rate for time incurred.

4. Annual System Access Fee

User agencies shall pay an annual amount on a cost-per-unit basis as determined by WCCCA's fiscal year technical costs.

5. Costs (FY 99-00)

- a. Template design - \$104 each
- b. Maintenance shipping fee - \$30
- b. Radio programming, installation, repair, maintenance - \$49 per hour to be adjusted annually
- c. System access fees - \$210.00 per unit (may be adjusted annually)