

**RESOLUTION NO. 1469
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE PRINEVILLE POLICE DEPARTMENT TO
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DESCHUTES
COUNTY 9-1-1 SERVICE DISTRICT**

Whereas, Deschutes County 9-1-1 Service District (“District”) is able to provide wide-area radio communications services to Cities, Agencies, Districts, and other Authorized Users within the District’s operating boundaries (“Services”); and

Whereas, Prineville Police Department (“PPD”) desires use of the Services; and

Whereas, District has prepared an Intergovernmental Agreement (“Agreement”) to perform the aforementioned Services; and

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

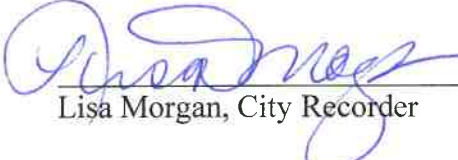
Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and District is hereby approved and that the Chief of Police is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 4th day of January, 2021.



Rodney Jason Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder



INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. DC-2021-076
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT
AND
"PRINEVILLE POLICE DEPARTMENT"

THIS AGREEMENT is made and entered into by and between Deschutes County 9-1-1 Service District, a duly formed and operating County Service District, hereinafter referred to as "District," and "Prineville Police Department" an agency of the "City of Prineville," an Oregon Municipal Corporation, hereinafter referred to as "User."

WHEREAS, the District has partnered with the Oregon State Department of Transportation (ODOT) to provide wide-area radio communications services to Cities, Agencies, Districts, and other Authorized Users within the District's operating boundaries using a Project 25 Digital Trunked Radio System (DTRS or System) which is a combination of ODOT radio sites and sites owned by the District pursuant to the agreement dated 03/29/2016 between the District and ODOT; and

WHEREAS, the District has the primary responsibility for the maintenance, health, security, upgrades, and management of the District owned sites including the District's dispatch center and ODOT has primary responsibility for ODOT owned sites; and

WHEREAS, the purpose of this Agreement is to define the rights and obligations of the District and the User with respect to the cooperative and coordinated maintenance, technical and administrative support, and use of portable, mobile, desktop and other end user radios by the User on the DTRS; and

WHEREAS, the system characteristics and capabilities are defined in Appendix A, System Baseline, which details the operational capacities and expectations of the DTRS; and

WHEREAS, District is agreeable to providing such services as set forth in this Agreement; now therefore,

IT IS HEREBY AGREED as follows:

1 DURATION

- 1.1 Effective Date. This Agreement is effective when signed by both parties and terminates at 11:59 p.m. on 01/01/2026. Unless otherwise provided in a writing signed by both parties, beginning on 01/01/2021, and continuing annually thereafter, the term of this agreement is automatically extended one additional year as of January 1st.

- 1.2 Termination. Either party upon no less than 30 days written notice to the other party may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.

2 SCOPE OF AGREEMENT

2.1 IT IS MUTUALLY AGREED THAT:

- 2.1.1 District will provide User with use of the DTRS System for inter-operable communications with Deschutes County agencies.
- 2.1.2 The User agrees to abide by the terms of use provided under this Agreement.
- 2.1.3 User may remain on the DTRS as long as User is in compliance with this Agreement, and the User's use does not unreasonably interfere with other authorized users of the System.

3 DUTIES AND RESPONSIBILITIES OF USER

3.1 Conformance to District Standards and System Standard Policies and Procedures

User agrees to conform to all provided standards, policies, procedures and protocols established or amended by the District related to use of the System including but not limited to radio user training requirements, radio operating guidelines, subscriber maintenance requirements, audit, monitoring and compliance.

3.2 Conformance to Federal Laws and Regulations

User agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

3.3 Response to Improper Use

In the event District informs User that statistical analysis of System usage or other information indicates that User personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, User agrees to take appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence, and User agrees to hold District harmless from any impacts resulting from a violation.

3.4 Subscriber Support Fees

User agrees to maintain the subscriber devices used on the DTRS in accordance with requirements published by the District.

3.5 Provisional Use of User Purchased and Owned Radios and Radio Software

User may utilize radios purchased and owned by User on the System provided that such radios, radio operating software versions, and accessories are specifically certified for use on the System by the District. The User shall not access or use the system with non-certified radios and accessories or radios operating with non-certified software versions.

3.6 De-certification and Disposition of Obsolete Radios

The District may de-certify radios, accessories, and/or radio operating software versions which become obsolete for reasons including but not limited to: become unsafe to use, impair System performance, are no longer supported by the radio manufacturer, are no longer supported by the District, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. The District will consult and collaborate with User as soon as any issues suggesting possible de-certification are discovered. District will make reasonable efforts to avoid de-certification of radios, accessories, and software used by the User and will in all cases barring emergencies provide User with at least one (1) year of advance notice prior to the effective date of radio or software version de-certification. De-certified radios or radios operating with de-certified software versions will not be allowed to access or use the System except by special permission of the District. The District will not be responsible for errant operation of the continued operation of de-certified radios or software.

3.7 Limitation of Radio Programming. Radio Code Plug Programming Files and System Key File

Regardless of ownership, all radios on the System shall be programmed and encrypted by the District or with permission from the District. The District shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all User radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the District before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the District, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the District in writing, User may not directly or indirectly, permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any

radio code plug programming file, system key file or encryption key file for any radio on the System. If User learns that any party has improperly or fraudulently obtained radio code plug programming file information, system key file or encryption key file, User will immediately notify District of such an event.

Maintenance and programming of radios will be the responsibility of the User except for fleet map and code plug development, which will be the responsibility of the District.

3.8 Notification to District of Lost or Stolen Radios

User agrees to immediately notify the District of any missing, lost or stolen radios so the radio can be immediately deactivated on the system regardless of ownership.

3.9 Contractor/Vendor Background Checks

Any Vendor, User employee, Volunteer or other personnel with access to the system, programming, software, sites, and network shall be subject to a background check prior to being given access to the system programming, software, sites, or networks.

4 DISTRICT AGREES TO:

4.1 Furnishing of End User Radios

District is available to assist User in selecting and ordering radios and accessories that are purchased directly by User for use on the DTRS. However, the User retains the ultimate responsibility for the radio and accessories chosen for their application.

Each User will assume responsibility for the cost of the purchase or lease of mobile, portable, and control station radios utilized by its organization and staff. Each User will assume responsibility for maintenance of mobile, portable, and control station radios, unless the User elects to contract the District for maintenance services.

Equipment purchased by User must be compatible with the DTRS radio system infrastructure as approved by the District.

4.2 Radio Maintenance and Repair Services

The District shall maintain its infrastructure equipment to the manufacturer's standards and on a timely basis to reasonably ensure reliable system operation.

The District shall maintain an adequate number of trained staff to operate and maintain its equipment.

4.3 Allocation of System Resources

The District will allocate to User, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide User with an equivalent grade of service afforded to other comparable System users.

4.4 Monitoring of User Talk Groups

The District will periodically monitor talk groups allocated to User for User's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. District monitoring of User's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

4.5 Database Administration

The District will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for User's subscriber radios used on the System.

4.6 Radio Station Licenses

The District shall hold and administer required FCC licenses on behalf of all users of the System. User shall operate as authorized mobile, portable and control station units under the District's FCC radio station licenses. User shall comply with all FCC rules and regulations governing the use of its units on the system.

4.7 Partnership

District is not, by virtue of this Agreement, a partner or joint venture with User in connection with activities carried out under this Agreement, and shall have no obligation with respect to User's debts or any other liabilities of each and every nature.

5 ATTORNEY FEES/VENUE

- 5.1 In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for

said action, lawsuit, proceeding or appeal. Venue for any such proceeding is in the Circuit Court for Deschutes County.

6 ASSIGNMENT

6.1 This Agreement is binding on each party, its successors, assigns and authorized representatives, and, except as provided in this section, may not be assigned or transferred by either party. User may transfer its rights under this agreement to another public entity that assumes responsibility for services currently provided by User to the extent those rights are used in the provision of the services previously provided by the User.


7 NO WAIVER OF CLAIMS

7.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement.

8 ENTIRE AGREEMENT

8.1 This Agreement, along with the referenced appendices and exhibits, constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s) signed by both parties.


FOR DESCHUTES COUNTY 9-1-1
SERVICE DISTRICT:



SARA CROSSWHITE
Director

DATE 12-30-2020

FOR User Agency:



CHIEF DALE CUMMINS
Prineville Police Department

DATE 01/05/21



Appendix A DC911 Radio System Overview

In 2016 Deschutes County 911 partnered with the Oregon Department of Transportation (ODOT) to leverage the State's investment in a Harris 700MHz P25 Phase 2 Radio System. DC911 added 6 RF sites to the existing 42 state sites to enhance the coverage within the County.

The system core (VIDA switch) is owned by ODOT and is configured in a geo-redundant manner to maximize the resiliency of the system. 1 core is housed in Salem and the other in Bend. While ODOT's Wireless Division provides primary administration to the system, DC911 Radio technicians provide backup administration for the users of the Trunked Radio System (TRS).

Coverage of the radio system for the Deschutes County jurisdictional area was tested and validated in March of 2019 by a 3rd party engineering company. The results are available upon request and define expected coverage zones along primary and secondary roadways for both mobile operation and portable.

The following Public Safety Agencies are active users on the DC911 radio system:

- Deschutes County Sheriff's Office
- Bend Police Department
- Bend Fire Department
- Redmond Police Department
- Redmond Fire & Rescue District
- Sunriver Police Department
- Sunriver Fire District
- Black Butte Ranch Police Department
- Black Butte Ranch Fire District
- Alfalfa Fire District
- Sisters/Camp Sherman Fire District
- Cloverdale Fire District
- Crooked River Ranch Fire District
- Burlington Northern Santa Fe Railway Police

For additional information about the DC911 Radio system, contact the DC911 Helpdesk at 541-322-2301 or 911_helpdesk@dc911sd.org.