

INTERGOVERNMENTAL AGREEMENT
CREATING FRONTIER REGIONAL 911 AGENCY

This Intergovernmental Agreement creating Frontier Regional 911 Agency (hereinafter referred to as Agency) is entered into by and between the following parties: Gilliam County, a political subdivision of the State of Oregon, Jefferson County, a political subdivision of the State of Oregon, Sherman County, a political subdivision of the State of Oregon and Wheeler County, a political subdivision of the State of Oregon. Each of the parties hereto is referred to herein individually as a Party and collectively as Parties.

WHEREAS, Gilliam, Wheeler and Sherman counties established the Tri-County Communications Agency, an intergovernmental entity pursuant to ORS 190, to provide improved 9-1-1, police, fire, medical aid and associated emergency services communications within the boundaries those counties; and

WHEREAS, Jefferson County desires to join Gilliam, Wheeler and Sherman counties in its efforts to provide the same level of emergency services communications as achieved by Tricom; and

WHEREAS, the Parties desire to form a new intergovernmental entity to be named FRONTIER REGIONAL 911 AGENCY to provide consolidated telephone, data, radio and alarm communication services; and

WHEREAS, pursuant to ORS 190.010, an intergovernmental entity may perform any or all functions and activities that are party to an intergovernmental agreement, or its officers or agents, has the authority to perform and these services may be provided by an agency created through an ORS 190 agreement; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.265;

NOW THEREFORE, in consideration of the mutual covenants of the Parties, the Parties agree as follows:

Section 1. Agency.

1.1 Creation. Pursuant to this Agreement, Frontier Regional 9-1-1 Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

1.2 General Powers.

1.2.1 Agency shall have the power to adopt, through action of its Board of Directors, such bylaws, rules, regulations and policies necessary to further the purposes of this Agreement;

1.2.2 Agency shall have the responsibility and authority for general public safety communications and all functions incidental thereto, for the purpose of communicating, dispatching, relaying and/or call transferring in the furtherance of public safety during emergencies within the jurisdictions of the Parties hereto.

1.2.3 Agency shall have the power to purchase, hold, own, appropriate, condemn land, facilities or rights of way, either in its own name or in the name of the individual Parties hereto, to further Agency's purposes and functions as provided herein.

1.2.4 Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the applicable acts or laws of each Party which are necessary or desirable to economically and efficiently develop and operate the communications systems as provided herein.

1.2.5 Agency shall have the power to issue, sell or otherwise dispose of bonds, securities, or other forms of indebtedness, including the power to issue revenue bonds pursuant to ORS 287A.001 to 287A.380.

1.2.6 Agency shall have the power to purchase and maintain 9-1-1 equipment and coordinate with the State Office of Emergency Management (OEM) in the purchase of equipment as provided by ORS 403.120 to 403.160.

1.3 Offices. The offices of Agency shall be located at the Wheeler County Courthouse, 701 Adams Street, Fossil, Oregon 97803.

1.4 Governing Body. The Board of Directors, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern. The Board of Directors may hereinafter be referred to as "Board".

Section 2. Board of Directors.

2.1 Membership. Agency shall be governed by a Board of Directors consisting of eight members. Members shall consist of one sitting county judge or commissioner of each county and the Sheriff of each county.

Each member shall serve a minimum of one year; however, the governing body of each Party retains the right to set the terms of the member of the board from their respective counties. Members are allowed to send a proxy from his or her own County, with voting authority, to Board meetings.

2.2 Authority.

2.2.1 The Board of Directors shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run and the Bylaws may be amended from time to time by the Board of Directors.
- a. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.

- b. Enter into contracts for goods and services for Agency's development and operations.
- c. Review and approve the Agency's budget pursuant to Oregon Local Budget Law, when applicable.
- d. Determine the projected costs to be allocated to each party in accordance with this Agreement.
- e. Hire, discipline, discharge, evaluate and establish compensation for the Agency Director. The direct supervisor of the Agency Director is the Chairperson.
- f. Provide guidelines and direction and approval if appropriate of Standard Operating Procedures as developed and presented by Agency Director.
- g. Approve capital purchase requests, if not previously approved in the budget.
- i. Appoint Advisory Boards to consider any issue before it, if it so desires.
- j. Establish the Agency mission and goals.
- k. Review performance relative to the implementation of the Agency's policies and its budget.
- l. Recommend and monitor capital improvements plans for equipment and system upgrades.

2.2.2 The Board of Directors shall not have authority to do the following:

- a. Commit the taxing authority or general funds of the governing body of each Party.
- b. Expend funds in excess of the 911 Taxes received from each Party without an affirmative vote of six members of the Board.

2.3 Meetings. Regular meetings of the Board of Directors shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the Chairperson as needed or desired, and shall be called within 72 hours after receiving a request to do so by six or more members of the Board of Directors. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Half plus one of the members of Board of Directors shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

The Annual Meeting of the Board of Directors shall occur each year in the month of January. The Chairperson and Vice Chairperson members shall be elected during the annual meeting and serve until the proceeding annual meeting. The positions of Chair and Vice Chairperson may be elected to successive terms without limitations. One member of the Board shall be selected to serve on the Frontier Telenet Board of Directors at the annual meeting.

Section 3. Agency Director.

3.1 Generally. Agency shall be managed, operated and supervised by the Agency Director, employed by Wheeler County. The Agency Director shall be selected based on the basis of administrative and technical competence and shall possess appropriate leadership and

managerial skills and experience in technical, financial and administrative fields. The Agency Director will work under the direction of the Board of Directors and directly supervised by the Chairperson.

3.2 Responsibility and Authority. The Agency director shall:

- a. Be responsible for the overall onsite day-to-day operations of the Agency;
- b. Make reports to the Board of Directors regarding operations and financial status as directed by the Chairperson;
- c. Be responsible for administration, budget and personnel matters;
- d. Be responsible for call answering, dispatching, records, communications, security and other Agency functions and activities;
- e. Comply with the personnel policies of Wheeler County to the extent not inconsistent with Agency's policy and procedures established by the Board of Directors;
- f. Ensure that the Board of Directors' meetings are scheduled and properly noticed;
- g. Attend all meetings of the Board of Directors and give advice and assistance when requested;
- h. Ensure secretarial services are provided to the Board of Directors and Executive Board, including, recording and minutes, correspondence, preparing and distributing notices of meetings and preparing agendas;
- i. Prepare and present the budget to the Board of Directors in the form and manner required by applicable Oregon Local Budget Law and the Budget and Funding section of this agreement;
- j. Be responsible for hiring, firing, promoting and disciplining all Agency personnel in accordance with personnel policies of Wheeler County to the extent not inconsistent with Agency's policy and procedures established by the Board of Directors;
- k. Prepare, revise and modify standard operating procedures subject to the review and adoption of the Board of Directors; and
- l. Develop appropriate long-range plans, including strategic capital improvements, staffing and other matters.

Section 4. Budget and Funding.

4.1 Budget. The Agency Director shall prepare the annual operating budget of the Agency. The Board of Directors shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than May of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year.

4.1.1 Budget Process

- a. **PRELIMINARY BUDGET.** The purpose of the preliminary budget is to provide the parties with initial estimates for the ensuing fiscal year. The Agency Director shall present a total preliminary budget for the ensuing fiscal year to the Board of Directors for their consideration and approval or modification during the January meeting. The format shall be in accordance with Wheeler County's adopted guidelines.
- b. **BUDGET COMMITTEE.** The Agency Director shall present a preliminary budget to the Budget Committee for a public hearing and for its recommendation.

- c. APPROVAL STAGE. The Board of Directors shall consider and shall adopt said budget, or a modification thereof, and forward it to Wheeler County on or before the first day of May.
- d. ADOPTED STAGE. The Wheeler County Court shall adopt said budget as a part of the Wheeler County budget for the ensuing fiscal year.
- e. BUDGET CHANGES. In the event that there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable Wheeler County budget policies and Oregon Local Budget Law.

4.2 Funding. Each Party is credited excise taxes collected on telephone exchange access services and allocated to participating local jurisdiction by the State, as authorized by ORS 403.105 to 403.250 (911 Taxes) and distributed directly to Agency. Agency shall expend 911 Taxes distributed from the State, from which each Party is responsible for its share of the annual costs of maintenance, operation, repair and capital costs of the Agency, based on the formula stated in Section 4.2.3, after the total of such costs are reduced by the amount of any and all grants or other sources of revenue other than the Parties' 911 Tax credit.

4.2.1 Maintenance and Operation Costs. Costs of maintenance, operation, repair and capital costs are to be borne by and paid from 911 Taxes. All such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining and administering the Agency, subject to review during adoption of the Agency's annual budget and any supplemental budgets adopted. Any excess revenue shall be carried forward into the then ensuing year's budget.

4.2.2 Capital Contributions—Reserve Fund. The Agency will maintain a capital reserve fund dedicated to the replacement of equipment and facilities of the Agency. The annual budget of the Agency will include an amount to be placed into such fund. Funding of the capital reserve fund shall be based on an amortization schedule of the Agency equipment and facilities. In the event that a Party should withdraw from the Agency in accordance with the provisions of Section 11, none of the funds paid by such Party shall be refunded, however such party shall not be required to make further payments to the capital reserve fund for the remainder of that calendar year until the effective date of termination.

4.2.3 Division of Costs. The costs to be divided among the Parties shall be the actual annual budgeted operation, maintenance and capital costs, including the reserve fund, of the Agency but not including payments to Sovereign Nations (section 4.2.4). The Agency's annual budget will set for the cost shares of each of the Parties for the ensuing year. Each Party's costs will be calculated using a formula wherein 75% of the operating expenses will be divided evenly between the Parties and the remaining 25% of the operating expenses will be determined in proportion to the population as determined using the most recent data from the Portland State University Population Research Center or U.S. Census discounted for any population attributed to a Sovereign Nation with a PSAP. By way of illustration, a sample budget for fiscal year 2012-13 and cost shares for the Parties determined pursuant to the above-described formula is attached as Appendix "A".

4.2.4 Fund Disbursements to Sovereign Nations. In such counties wherein a Sovereign Nation has a PSAP, Agency shall disburse to the Sovereign Nation the amount of 911 Taxes that is proportional to its population within the county until such time as the county governing body directs otherwise. The proportional amount shall be calculated using the most recent data from the Portland State University Population Research Center or U.S. Census. Payments shall be the sole financial responsibility of the county and deducted from available 911 Taxes allocated to that county.

4.2.5 Excess Excise Taxes. Notwithstanding any State law, rule or regulation, if a Party's 911 Tax credit is greater than its division of costs for Agency operations under section 4.2.3 the Agency may distribute the excess directly to that Party. The Parties recognize that this redistribution does not alleviate a Party from complying with the restriction of these funds.

Section 5. Equipment.

5.1 Equipment. Equipment and furnishings for Agency's operations shall, to the extent that the Board of Directors determines it to be practical and efficient, include those items assigned or provided to Agency on a nonpermanent basis by the participating entities, agencies, jurisdictions or governmental units. In each instance title to such items shall rest with the respective local entity, agency or jurisdiction unless such item is otherwise acquired by Agency as provided by law. In such case, Agency shall assume the cost of maintenance and repair of said items. A participating entity, agency, jurisdiction or governmental unit that has provided any item to Agency on a temporary basis may require the return of any such item(s) upon 30 days written notice to Agency.

5.2 Purchase of Equipment. Subject to the limitations of OAR 104-080-0060(e) or any other Oregon law limiting expenditures, each Party or agency located therein, shall be responsible for purchasing, maintaining and repairing their own base, mobile and portable radio and/or telecommunications equipment, except that the jurisdictional equipment designated for purchase in Agency's capital budget shall be purchased for use by the Parties as long as the Party is a member of Agency. Additionally, the governing body of each Party shall cause to be filed reports of expenditures for each Party that are required to be submitted to the Office of Emergency Management of the State of Oregon pursuant to ORS 403.120 and 403.130 and any other provision of Oregon law.

5.3 Inventory. The Agency Director shall, at the time of preparing the proposed budget for the ensuing year, submit to the Board of Directors an inventory of original costs over \$5,000. When no longer needed or in case of Agency dissolution, all other items or funds derived from the sale thereof shall be refunded and distributed to the Parties in proportion to their cost contribution averaged of the preceding three year period.

5.4 Maintenance. Unless equipment is acquired by Agency, each Party is responsible for the maintenance, upgrade and repair, and any costs associated therewith, of its own equipment.

Section 6. Term, Termination and Amendment.

6.1 Term. Notwithstanding the date of counterparts, the effective date of this Agreement, and all of the obligations set forth shall be deemed in full force and effect for all purposes on October 31, 2012.

6.2 Termination. This Agreement may be terminated, in writing, by mutual consent of all the Parties, or by written agreement of any three of the Parties. It shall expire with no further action of any of the Parties should the Agency be dissolved.

6.3 Amendment. This Agreement may be amended only after approval in writing of the proposed amendment by a unanimous vote of all of the members of the Board of Directors and approval of each county's governing body. Any amendments to this agreement shall be attached hereto and become a part hereof.

Section 7. Disputes.

7.1 Internal Resolution. Any Party, having a concern affecting its service or the overall functioning of the Agency, may go directly to the Agency Director to resolve its concern. If the issue is not resolved to the Party's satisfaction, the Party may then bring the matter before the Board of Directors which shall investigate and recommend a resolution to the Party and the Agency Director.

7.2 Attorney Fees. If any suit, action, arbitration or other proceeding is instituted to enforce rights or otherwise pursue, defend or litigate issues related to this Agreement, or any other controversy arising from this Agreement, each party shall bear their own attorneys fees. Notwithstanding this section, if any action to collect fees is required, the prevailing Party or Parties are entitled to reasonable attorney fees.

Section 8. General Provisions.

8.1 Complete Agreement. This Agreement represents the complete and integrated understanding of the Parties with respect to all particulars covered herein. All prior agreements, written and oral are hereby cancelled. No prior written or oral representation, negotiation or statement which conflicts with the terms of this Agreement shall be considered to in any way modify, abridge or invalidate any provision hereof, and no evidence of such shall be admitted in any proceedings in which the terms and application of this Agreement are at issue.

8.3 Severability. In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon.

8.5 Force Majeure. The Parties shall not hold any other Party or Parties responsible for damages or delay in the performance of this Agreement when caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other Party or Parties' officers, employees or agents.

8.6 Debts, Liabilities and Obligations. All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those parties and shall not become debts liabilities and obligations of the other parties or of the Agency. All debts, liabilities and obligations incurred by or on behalf of the Agency shall remain debts, liabilities and obligations of the Agency.

Section 9. Additional Parties. Additional governmental entities may be allowed to join the Agency only if approved by 6 members of the Board of Directors, subject to approval of all the governing boards of the Parties. If additional parties are permitted to join, the costs of all the Parties will be recalculated and pro rata adjustments shall be made to any remaining payments required of the Parties for the fiscal year.

Section 10. Insurance and Liability.

10.1 Insurance. Agency shall provide adequate insurance coverage for the Board of Directors, the Agency Director and all officers, agents, employees and activities undertaken by Agency.

10.2 Liability. Unless otherwise expressly agreed to in writing, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

Section 11. Withdrawal. Upon the giving of 6 or more months written notice to all other Parties, any Party may withdraw from Agency effective on the last day of the fiscal year. After giving such notice and prior to the withdrawal effective date, the Party shall not be required to make further contributions to the Capital Reserve Fund, but shall make all other payments required by the Agreement until the effective date of such withdrawal. In the event that the Party has purchased and installed special equipment to ensure compatibility with Agency, such equipment may be removed upon withdrawal from Agency; provided however, that any and all costs associated with such removal shall be borne and paid by the Party.

Section 12. Dissolution. Upon dissolution of Agency, each Party on the date of said dissolution shall remain liable solely for its individual share of any Agency expenditure that has been specifically incurred by the Party in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to each of the Parties on the basis of rights and obligations of each Party to the assets as held on the date of dissolution, as determined by a majority of the Board of Directors.

Section 13. Counterparts. Each Party shall sign a counterpart of the original of this agreement. The Parties intend that all the signed counterparts taken together will be considered as one original document, and given full force and effect as if all parties had signed one document.

Section 14. Appendix. Appendix A Sample Budget – Division of Costs (Section 4.2.3) is incorporated herein and made part of this Agreement.

THIS AGREEMENT IS APPROVED AND ACCEPTED AS INDICATED BELOW.

GILLIAM COUNTY COURT

Patricia Shaw, County Judge

Commissioner

Commissioner

Date: _____

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

John Hatfield, Commission Chair

Mike Ahern, Commissioner

Wayne Fording, Commissioner

Date: _____

SHERMAN COUNTY COURT

Gary Thompson, County Judge

Commissioner

Commissioner

Date: _____

WHEELER COUNTY COURT

Jeanne E. Burch, County Judge

Commissioner

Commissioner

Date: _____

Frontier Regional 911 - Sample Budget

	Sample FY 12-13
Personnel	\$ 667,272
Materials/Supplies	
Office Supplies	\$ 3,500
Telephone	\$ 11,500
Dues & Subscriptions	\$ 500
Training Travel	\$ 10,500
Liability Insurance	\$ 8,000
Contract Computer Maint.	\$ 33,000
Miscellaneous	\$ 2,500
Public Education	\$ 1,500
Building Lease	\$ 30,000
Vehicle Maint/Mileage	\$ 2,000
Frontier Tel. Net	\$ 50,000
Admin. To Wheeler County	\$ 15,000
Contract with Jeff. Co. Admin. (April)	
Sub-TOTAL	\$ 168,000
Capital Outlay	
911 Equipment	\$ 31,500
Software	\$ 12,500
Office Equipment	\$ 25,000
Digital Switch	\$ -
Capital Equipment	\$ 65,000
Sub-TOTAL	\$ 134,000
Other	
Contingency	\$ 48,464
Unemployment Costs	\$ 8,000
Payment to Warm Springs Tribe	\$ 34,631
Transfer to Equipment Fund	\$ 15,000
Sub-TOTAL	\$ 106,095
TOTAL	\$ 1,075,367

Frontier Regional 911 - Division of Costs - 75% Equal & 25% Population - Page 2

Expenditures

Division of Costs	
75%	25%
Equal	Population

Budget Exp	\$ 1,075,367
Pay WSTribe	\$ (34,631)
TOTAL	\$ 1,040,736

\$ 780,552	\$ 260,184
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Division of Costs					
	Equal 75%	Population 25%		TOTAL - Division of Cost	
		Pop. (PSU 2011 [12/15/2011])	Pop. %		
Gilliam	\$ 195,138	1,880	7.9%	\$ 20,559	\$ 215,697
Jefferson	\$ 195,138	18,712	78.6%	\$ 204,630	\$ 399,768
Sherman	\$ 195,138	1,765	7.4%	\$ 19,302	\$ 214,440
Wheeler	\$ 195,138	1,435	6.0%	\$ 15,693	\$ 210,831
TOTAL	\$ 780,552	23,792	100.0%	\$ 260,184	\$ 1,040,736

911 Tax Resources
(based on 4th Qtr 2011)

	911 Tax Resources (based on 4th Qtr 2011)	Payment to WSTribe	Net Costs	
\$ 281,863	\$ (34,631)	\$ 152,536.08	Jefferson	
\$ 246,219	0	\$ (31,779.45)	Sherman	
\$ 244,301	0	\$ (33,470.25)	Wheeler	

	Population	Notes
Jefferson County	21,845	PSU 2011 (12/15/2011)
Warm Springs	(3,133)	US Census 2010
Total	18,712	