

**INTERGOVERNMENTAL AGREEMENT**  
**(Yamhill County and the Yamhill Communications Agency)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made effective the dates set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon, located at 434 NE Evans, McMinnville Oregon 97128 ("County") and the Yamhill Communications Agency, an ORS Chapter 190 intergovernmental entity located at 121 SW Adams Street, McMinnville, Oregon 97128 ("YCOM").

**RECITALS:**

- A. YCOM is an ORS Chapter 190 intergovernmental entity last reorganized in 2006. County is a dues paying member of YCOM.
- B. Since at least 2010, through a combination of YCOM member dues, state and federal grants and County general fund monies, the County and YCOM have jointly shared financial and operational responsibility for the maintenance and upkeep of the countywide emergency response radio system, including radio transmission towers (including microwave dishes, radio antennas, and associated equipment), tower sites, radio equipment, paging systems, microwave equipment, communications buildings, site/building security systems, and electrical power systems including generators (collectively the "Radio System").
- C. The County and YCOM both recognize the importance of this Radio System and the essential role it plays in the safety of all YCOM users and first responders. Both parties remain committed to a continued successful partnership.
- D. In accordance with the terms and conditions of this Agreement the County is prepared to take over the day-to-day operational responsibility for the maintenance and upkeep of the Radio System, in exchange for a fixed annual financial contribution from YCOM.
- E. In accordance with the terms and conditions of this Agreement YCOM is in support of the County taking over these functions and of transferring Radio System site revenue back to the County.
- F. This Intergovernmental Agreement is authorized by ORS Chapter 190 and ORS Chapter 203  
NOW, THEREFORE,

In consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. COUNTY RESPONSIBILITIES.** The County shall:

- A. Assume day-to-day maintenance and upkeep of the Radio System under the management of the Yamhill County Sheriff's Office. This includes all routine Radio System expenses.
- B. Pay for all routine Radio System expenses.
- C. Pay for the Zetron interface system that is in need of replacement, up to a maximum of \$120,000.00.

- D. Use reasonable best efforts to seek Homeland Security and other available grants to aid in the replacement of the current Tritech Inform Computer Aided Dispatch software (the "CAD Software") and, if there is not sufficient funding in the CAD Software Capital Reserve Fund (as defined below) at the time such replacement becomes necessary, the County and YCOM shall work together to provide any additional funding necessary for such CAD Software replacement.
- E. Assume responsibility for any existing and future annual contract to provide day-to-day Radio System maintenance and support.
- F. Assume responsibility to provide insurance coverage for the entire Radio System facilities, equipment and operation.

**Section 2. YCOM RESPONSIBILITIES.** YCOM shall:

- A. For the first 5 years of this Agreement provide the County with \$270,300.00 annually to be transferred to the County for the sole purpose of assisting the County in performing its responsibilities under this Agreement. After the first 5 years of this Agreement the amount to be provided to County annually shall be reevaluated and discussed by County and YCOM.
- B. Assume day-to-day maintenance, upkeep and operational responsibility for the dispatch facility, equipment and personnel.
- C. Establish a capital reserve fund in its budget for the Tritech Inform Computer Aided Dispatch software (the "CAD Software Capital Reserve Fund") and place \$40,000.00 into the CAD Software Capital Reserve Fund annually until such time as the CAD Software replacement is completed.
- D. Assume responsibility for any existing and future annual contract to provide day-to-day dispatch center maintenance and support.
- E. Assume responsibility to provide insurance coverage for the entire dispatch facility, equipment and operation.

**Section 3. RADIO SYSTEM SITE REVENUE.** In addition to the fixed annual financial contribution under Section 2.A. above, the parties acknowledge and agree that pursuant to the terms and conditions of this Agreement all Radio System site revenue (approximately \$25,000 per year) will revert back to the County.

**Section 4. TERM AND TERMINATION**

1. **Term.** Unless terminated in accordance with subsection (2), the initial term of this Agreement is from the date of the last signature below through June 30, 2016. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated as provided elsewhere herein.

2. **Termination.** Either party may terminate this Agreement for convenience upon 30 days advance written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

**Section 5. RECIPROCAL INDEMNIFICATION.** Subject to Article XI, Section 10 of the Oregon constitution and subject to the Oregon Tort Claims Act, County will hold harmless from and indemnify YCOM from any and all liability, settlements, claims, loss, costs and expenses, including attorney's fees in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided by County or its employees, representatives and agents pursuant to this Agreement. YCOM will hold harmless from and indemnify County from any and all liability, settlements, claims, loss, costs and expenses, including attorney's fees in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided by YCOM or its employees, representatives and agents pursuant to this Agreement.

**Section 6. COST AND ATTORNEYS FEES.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

**Section 7. MODIFICATION OF AGREEMENT.** Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

**Section 8. EFFECTIVE DATE.** This agreement becomes effective the last date set forth adjacent to the signatures of the parties below.

**Section 9. GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and YCOM that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. YCOM, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**Section 10. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 11. SUBCONTRACTS; ASSIGNMENTS.** Neither County nor YCOM shall enter into any assignment or subcontracts for any of the services to be provided under this Agreement without the other party's prior written consent.

**Section 12. DISPUTE RESOLUTION.** Both County and YCOM shall exert every effort to cooperatively resolve disagreements that may arise under this Agreement. In the event that parties cannot resolve these disputes then any controversy or claim arising out of or relating to this Agreement, or any breach thereof shall be settled by final and binding arbitration, with an arbitrator to be selected by mutual agreement. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In reaching a decision, the arbitrator shall have no authority to change or modify any provision of this Agreement.

**Section 13. COUNTERPARTS.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument

**Section 14. ENTIRE AGREEMENT; AMENDMENT; SUCCESSORS AND ASSIGNS.** This

Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

**YCOM EXECUTIVE BOARD**

By: *Jim Sme*  
Date: 06/18/15  
Title: Band chair /sheriff

**YAMHILL COUNTY**

By: *Allen Springer*  
Date: 6-25-15  
Title: Chair, Board of Commissioners

Approved As To Form  
by *Christian Boenisch*  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
6-25-15 by Board Order  
# 15-202