

NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, June 22, 2016
 7:15 p.m.

OUR MISSION IS
*"Providing quality public services
 for a better Albany community."*

OUR VISION IS
*"A vital and diversified community
 that promotes a high quality of life,
 great neighborhoods, balanced
 economic growth, and quality public
 services."*

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. ROLL CALL
4. SCHEDULED BUSINESS

a. Business from the Public

b. Adoption of Resolution

1) Adopting the 2015-2016 Supplemental Budget. [Pages 2-13]

Action: _____ RES. NO. _____

c. Adoption of Consent Calendar

1) Approval of Minutes

a) April 13, 2016, Regular Session minutes. [Pages 14-17]

b) April 25, 2016, Work Session minutes. [Pages 18-20]

2) Annual liquor license renewals. [Pages 21-22]

3) Regional Interoperable Radio System: Linn-Benton Intergovernmental Agreement and SW7, LRIG, and LBRIG Memorandum of Understanding. [Pages 23-39]

Action: _____

5. BUSINESS FROM THE COUNCIL

6. NEXT MEETING DATE: Work Session: July 11, 2016
 Regular Session: July 13, 2016

7. ADJOURNMENT

Rules of Conduct for Public Meetings

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting.
2. Persons shall not testify without first receiving recognition from the presiding officer and stating their full name and residence address.
3. No person shall present irrelevant, immaterial, or repetitious testimony or evidence.
4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting.

City of Albany Web site: www.cityofalbany.net

The location of the meeting/hearing is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-917-7508, 541-704-2307, or 541-917-7519.



TO: Albany City Council

VIA: Wes Hare, City Manager

FROM: Stewart Taylor, Finance Director
Anne Baker, Senior Accountant

DATE: June 16, 2016, for the June 22, 2016, City Council Meeting

SUBJECT: 2015-2016 Supplemental Budget

RELATES TO STRATEGIC PLAN THEME: ● Effective Government

Action Requested:

By Resolution, adopt the proposed Fiscal Year 2015-2016 Supplemental Budget.

Discussion:

The proposed Supplemental Budget changes total \$633,000, a 0.34% increase from the current FY 2015-2016 Budget. Because no fund's appropriations were increased ten percent, a public hearing is not required. This Supplemental Budget will be used to adjust appropriations as needed. The proposed changes are discussed on a fund by fund basis in the narrative which is presented below.

Budget Impact:

General Fund:

- Increase the Fire & Life Safety Program \$520,000. This increase is due to unanticipated overtime costs from light duty assignments and understaffing. This increase is offset by an increase in Transfers from the Public Safety Levy Fund and a decrease in Contingency.
- Increase Transfers In by \$250,000. This reflects a lower loss due to compression for the levy.

The result is a \$250,000 (0.79%) increase in appropriations in the General Fund.

Parks & Recreation Fund:

- Increase Park SCD Projects \$80,000. This increase is to account for the closing of the Albany Station Pathway Program.

The result is a \$80,000 (1.02%) increase in appropriations in the Parks & Recreation Fund.

Grants Fund:

- Create a transfer category of \$5,000. This increase is to account for the closing of the FEMA Projects Program.

The result is a \$5,000 (0.22%) increase in appropriations in the Grants Fund.

Risk Management Fund:

- Increase Capital \$13,000. This increase is to account for the Sewer pre-payment of the E-Plans loan.

The result is a \$13,000 (0.31%) increase in appropriations in the Risk Management Fund.

Public Safety Levy Fund:

- Increase Transfers Out \$250,000. This increase accounts for the increase in taxes received due to the loss from compression being less than budgeted. This is offset by an increase in revenues.

The result is a \$250,000 (9.98%) increase in appropriations in the Public Safety Levy Fund.

Street Fund:

- Increase Capital Expenditures \$35,000. This increase is to increase the ILFF transfer to the Street fund, which was under budgeted. This is offset by an increase in revenues.

The result is a \$35,000 (0.30%) increase in appropriations in the Street Fund.

Capital Projects Fund:

- Decrease appropriations in the Albany Station Pathway Program \$80,000. This is to close the Program.
- Increase Transfers Out \$80,000. This increase is to account for closing the Albany Station Pathway Program.
-

The result is a net zero increase in appropriations in the Capital Projects Fund.

Sewer Fund:

- Increase Transfers Out \$13,000. This increase is to accurately reflect the amount of the ILFF transfers. This is offset by a decrease in Contingency.
- Increase Transfers Out \$30,000. This is to pay off Sewer's portion of the E-Plans loan from the Risk Management Fund. The offset is a decrease in Contingency.

The result is a net zero increase in appropriations in the Sewer Fund.

Water Fund:

- Increase Transfers Out \$20,000. This increase is to accurately reflect the amount of the ILFF transfers. This is offset by a decrease in Contingency.

The result is a net zero increase in appropriations in the Sewer Fund.

Central Services Fund:

- Increase Finance Program \$15,000 to reflect unanticipated startup costs associated with NOVATime. The offset for the increase is a reduction to Human Resources Program.

The result is a net zero increase in appropriations for the Central Services Fund.

AB

Attachments: Resolution and line item detail

RESOLUTION NO. _____

WHEREAS, the Albany City Council adopted a budget for the City of Albany for the 2015-2016 fiscal year on June 10, 2015; and

WHEREAS, there have been occurrences which were not anticipated at the time of the presentation of the budget for Fiscal Year 2015-2016 which require a change in the City's financial planning; and

WHEREAS, there has occurred a pressing necessity which was not foreseen at the time of the preparation of the budget which requires prompt action,

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the budget appropriations shown below are hereby approved for the 2015-2016 fiscal year.

	Current Budget	Budget Adjustments	Revised Budget
GENERAL FUND			
Nondepartmental			
Materials & Services	\$ 284,000	\$ -	\$ 284,000
Municipal Court	\$ 724,300	\$ -	\$ 724,300
Code Enforcement	17,300	-	17,300
Public Safety Levy: Fire	1,106,300	-	1,106,300
Fire & Life Safety	712,900	-	712,900
Fire Emergency Services	11,420,000	520,000	11,940,000
Police	12,853,300	-	12,853,300
Public Safety Levy: Police	1,125,500	-	1,125,500
Planning	950,300	-	950,300
Library	2,569,000	-	2,569,000
Transfers Out	888,500	-	888,500
Contingency	1,354,400	(270,000)	1,084,400
Total GENERAL FUND	\$ 34,005,800	\$ 250,000	\$ 34,255,800

SPECIAL REVENUE FUNDS

PARKS & RECREATION

Sports Services	\$ 261,400	\$ -	\$ 261,400
Children/Youth/Family Rec Services	318,100	-	318,100
Resource Development/Marketing Services	390,600	-	390,600
Park Maintenance Services	1,945,400	-	1,945,400
Parks & Recreation Administration	1,226,300	-	1,226,300
Aquatic Services	807,500	-	807,500
Adult Recreation Services	576,700	-	576,700
Performance and Cultural Arts	664,800	-	664,800
Park SDC Projects	1,502,300	80,000	1,582,300
Senior Center Foundation	23,800	-	23,800
Parks Capital Improvement Program	120,000	-	120,000
Transfers Out	300,400	-	300,400
Contingency	200,000	-	200,000
Total PARKS & RECREATION	\$ 8,337,300	\$ 80,000	\$ 8,417,300

GRANTS FUND

Personnel	\$ 198,200	\$ -	\$ 198,200
Materials & Services	1,368,700	-	1,368,700
Capital	690,100	-	690,100
Transfers Out	-	5,000	5,000
Total GRANTS FUND	\$ 2,257,000	\$ 5,000	\$ 2,262,000

SPECIAL REVENUE FUNDS, continued

BUILDING INSPECTION			
Building Inspection	\$ 1,963,200	\$ -	\$ 1,963,200
Electrical Permit Program	257,800	-	257,800
ADA Code Enforcement	7,600	-	7,600
Total BUILDING INSPECTION	\$ 2,228,600	\$ -	\$ 2,228,600
RISK MANAGEMENT			
Wages & Salaries	\$ -	\$ -	\$ -
Materials & Services	\$ 3,483,000	\$ -	\$ 3,483,000
Capital	681,700	13,000	694,700
Transfers Out	5,000,000.00	-	5,000,000.00
Total RISK MANAGEMENT	\$ 9,164,700	\$ 13,000	\$ 9,177,700
ECONOMIC DEVELOPMENT			
Target Utilities	\$ 38,800	\$ -	\$ 38,800
Economic Development Activities	952,700	-	952,700
Albany Municipal Airport	302,300	-	302,300
Municipal Airport Capital Projects	234,700	-	234,700
Transfers Out	519,400	-	519,400
Total ECONOMIC DEVELOPMENT	\$ 2,047,900	\$ -	\$ 2,047,900
PUBLIC TRANSIT			
Albany Transit System	\$ 739,400	\$ -	\$ 739,400
Linn-Benton Loop	673,300	-	673,300
Paratransit System	592,500	-	592,500
Transfers Out	5,000	-	5,000
Total PUBLIC TRANSIT	\$ 2,010,200	\$ -	\$ 2,010,200
PUBLIC SAFETY LEVY			
Transfers Out	\$ 2,506,000	\$ 250,000	\$ 2,756,000
Total PUBLIC SAFETY LEVY	\$ 2,506,000	\$ 250,000	\$ 2,756,000
CAPITAL REPLACEMENT			
Equipment Replacement	\$ 4,371,700	\$ -	\$ 4,371,700
City Facilities Replacement	147,400	-	147,400
GF Facilities Maintenance Projects	158,200	-	158,200
IT Equipment Replacement	1,619,000	-	1,619,000
Facilities Replacement	1,198,300	-	1,198,300
Total CAPITAL REPLACEMENT	\$ 7,494,600	\$ -	\$ 7,494,600
STREET			
Personnel	\$ 899,900	\$ -	\$ 899,900
Materials & Services	2,448,300	-	2,448,300
Capital	\$ 8,374,900	\$ 35,000	\$ 8,409,900
Transfers Out	858,800	-	858,800
Contingency	257,800	-	257,800
Total STREET	\$ 12,839,700	\$ 35,000	\$ 12,874,700

DEBT SERVICE FUND

DEBT SERVICE

2002 LTD Tax Pension Bonds	\$ 735,900	\$ -	\$ 735,900
2004 Revenue Obligations	180,400	-	180,400
2015 GO Facilities Bonds	965,400	-	965,400
Total DEBT SERVICE	\$ 1,881,700	\$ -	\$ 1,881,700

CAPITAL PROJECTS FUND

CAPITAL PROJECTS

LID Construction Projects	1,513,900	-	1,513,900
Public Safety Facilities	24,455,000	-	24,455,000
Albany Station Pathway	112,300	(80,000)	32,300
Transfers Out	139,700	80,000	219,700
Total CAPITAL PROJECTS	\$ 26,220,900	\$ -	\$ 26,220,900

PERMANENT FUNDS

SENIOR CENTER ENDOWMENT

Materials & Services	\$ 200	\$ -	\$ 200
Unappropriated	51,500	-	51,500
Total SENIOR CENTER ENDOWMENT	\$ 51,700	\$ -	\$ 51,700

LIBRARY TRUST

V. O. Torney Trust	\$ 13,100	\$ -	\$ 13,100
Manela Trust	71,300	-	71,300
Total LIBRARY TRUST	\$ 84,400	\$ -	\$ 84,400

ENTERPRISE FUNDS

SEWER

Personnel	\$ 2,503,300	\$ -	\$ 2,503,300
Materials & Services	7,425,200	-	7,425,200
Capital	15,842,300	-	15,842,300
Transfers Out	\$ 1,328,800	\$ 43,000	\$ 1,371,800
Debt Service	9,029,600	-	9,029,600
Contingency	995,800	(43,000)	952,800
Total SEWER	\$ 37,125,000	\$ -	\$ 37,125,000

WATER

Personnel	\$ 2,436,600	\$ -	\$ 2,436,600
Materials & Services	6,005,500	-	6,005,500
Capital	11,840,000	-	11,840,000
Transfers Out	\$ 1,009,900	\$ -	\$ 1,009,900
Debt Service	3,531,600	-	3,531,600
Contingency	983,400	-	983,400
Total WATER	\$ 25,807,000	\$ -	\$ 25,807,000

INTERNAL SERVICE FUNDS

CENTRAL SERVICES

Finance	\$ 1,439,400	\$ 15,000	\$ 1,454,400
Council & Nondepartmental	220,900	-	220,900
City Manager's Office	869,700	-	869,700
Information Technology Services	1,552,500	-	1,552,500
GIS Services	425,400	-	425,400
Permit Tracking	116,600	-	116,600
Human Resources	670,800	(15,000)	655,800
Facilities Maintenance	723,100	-	723,100
Total CENTRAL SERVICES	\$ 6,018,400	\$ -	\$ 6,018,400

PUBLIC WORKS SERVICES

PW Administration	\$ 1,319,000	\$ -	\$ 1,319,000
Engineering Services	2,765,600	-	2,765,600
Operations Administration	596,700	-	596,700
Water Quality Control Services	383,600	-	383,600
PW Customer Services	1,298,100	-	1,298,100
Facilities & Maintenance Engineering	1,823,600	-	1,823,600
Total PUBLIC WORKS SERVICES	\$ 8,186,600	\$ -	\$ 8,186,600

BUDGET TOTALS	\$ 188,267,500	\$ 633,000	\$ 188,900,500
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DATED AND EFFECTIVE THIS 22nd DAY OF JUNE, 2016.

Mayor

ATTEST:

City Clerk

City of Albany
2016-17 Supplemental Budget
Changes by Line Item

100-10-1002-49009	From: Public Safety Levy Fund		250,000
100-25-1208-53001	Fire Emergency Services	520,000	
100-10-1003-99005	Contingencies		270,000
202-35-1500-49044	From Capital Projects Fund		15,000
202-35-1500-90012	Reserve: Capital Projects	15,000	
203-50-5095-42043	FEMA Disaster Reimbursement		5,000
203-50-5095-91257	To: Street Capital	5,000	
208-10-1037-49306	From: EPlans Sewer		13,000
208-10-1037-90015	Reserve: PepsiCo Settlement	13,000	
250-50-2700-49044	From: Capital Projects Fund		65,000
250-50-2700-90012	Reserve: Capital Projects	100,000	
250-50-2700-49074	From: Sewer - ILFF Transfer		30,000
250-50-2700-49052	From: Grants Fund		5,000
402-50-1110-71008	Project Construction		80,000
402-50-1110-91289	To: Parks SDC	15,000	
402-50-1110-91257	To: Street Capital	65,000	
601-50-2407-99005	Contingencies		43,000
601-50-2407-91906	To: EPlans Sewer	13,000	
601-50-2407-91277	To: Street - ILFF	30,000	

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BUDGET TOTALS	\$ 188,267,500	\$ 633,000	\$ 188,900,500

DATED AND EFFECTIVE THIS 22nd DAY OF JUNE, 2016.

Mayor

ATTEST:

City Clerk

City of Albany
2016-17 Supplemental Budget
Changes by Line Item

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100-10-1003-99005	Contingencies		270,000
202-35-1500-49044	From Capital Projects Fund		15,000
202-35-1500-90012	Reserve: Capital Projects	15,000	
203-50-5095-42043	FEMA Disaster Reimbursement		5,000
203-50-5095-91257	To: Street Capital	5,000	
208-10-1037-49306	From: EPlans Sewer		13,000
208-10-1037-90015	Reserve: PepsiCo Settlement	13,000	
250-50-2700-49044	From: Capital Projects Fund		65,000
250-50-2700-90012	Reserve: Capital Projects	100,000	
250-50-2700-49074	From: Sewer - ILFF Transfer		30,000
250-50-2700-49052	From: Grants Fund		5,000
402-50-1110-71008	Project Construction		80,000
402-50-1110-91289	To: Parks SDC	15,000	
402-50-1110-91257	To: Street Capital	65,000	
601-50-2407-99005	Contingencies		43,000
601-50-2407-91906	To: EPlans Sewer	13,000	
601-50-2407-91277	To: Street - ILFF	30,000	

CITY OF ALBANY
CITY COUNCIL
Council Chambers
Wednesday, April 13, 2016
7:15 p.m.

MINUTES

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 7:15 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Konopa led the pledge of allegiance to the flag.

ROLL CALL

Councilors present: Mayor Sharon Konopa and Councilors Rich Kellum, Ray Kopczynski, Dick Olsen, and Floyd Collins.

Councilors absent: Councilor Bill Coburn and Councilor Bessie Johnson were excused.

PROCLAMATION

Earth Day.

Konopa read the proclamation as outlined in the agenda packet. She said the Procession of the Species parade, to be held Saturday, April 23, is a big event downtown. It coincides with the Farmers Market, and also with an Arbor Day event recognizing Albany as a Tree City, USA.

Linn County Commissioner Will Tucker said he is concerned about Fire Chief John Bradner. Linn County has recently had several emergency calls at the Courthouse, and Bradner monitors the radios and jogs across street, often being the first responder. He knows the availability of equipment at Station 11 and pulls equipment from other stations if needed. Shane Wooten has also come over sometimes, and Tucker greatly appreciates that they still see themselves as first responders when they know that the Department's standards of service would be affected. They serve the citizens of this community. Tucker doesn't know how many city Fire Chiefs would leave a meeting and pull staff with them to provide aid across the street. He appreciates the investment Bradner and Wooten have made in this community.

Konopa thanked Tucker for commending Bradner. She said he is very humble.

Tucker said that for Linn County's 9/11 memorial events, City staff coordinates with other local communities to ensure that there is enough coverage during the event. Konopa said Albany has a top-notch Fire Department, and we're proud of them.

SCHEDULED BUSINESS

Communication

Presentation of the 2015 Human Relations Commission (HRC) Annual Report by HRC Chair Javier Cervantes.

Human Relations Commission (HRC) Chair Javier Cervantes referred to the annual report in the agenda packet. The HRC does a lot of work in meeting community members. He commended City Manager Wes Hare for his work helping many members of the community who are trying to find solutions to complicated problems. The HRC is open to being given issues that don't rise to the level of City Council's attention.

Cervantes said the HRC has been involved in a number of city projects, festivals, and events, to make themselves visible and show that the City of Albany is responsive to the community's needs in creating a harmonious place to live.

Cervantes said the HRC had some turnover in the last year resulting in new members and a new Chair. He publicly thanked former Chair Kim Whitley for her work previously. The HRC has done ceremonial work around the city such as with the Martin Luther King Jr's birthday event. He thanked Public Information Officer/Management Assistant Marilyn Smith for her help in organizing that event.

Cervantes said they have had issues around those who are English-challenged and getting them resources they need, including translation services. There have been some unfortunate incidents, such as graffiti, and Cervantes said they have had great support from the Albany Police Department. Overall, this has been a responsive community, and the HRC is excited about the Sunrise Park project. The annual Latino Festival is scheduled for September.

Konopa said there is one vacancy on the HRC. Kellum said he is working on an appointee.

Konopa thanked Cervantes. She said, we appreciate the HRC being our outreach to the community.

Public Hearing

Authorizing the sale of surplus property on 39th Avenue SW, Assessor's Map No. 11S-04W-24, Tax Lot 200.

Open: Konopa opened the hearing at 7:30 p.m.

Parks & Recreation Director Ed Hodney said that the Council is aware of this action, because it was discussed at a Work Session in March. Hodney described the property and the two lots that would be created for the sale using an overhead (see agenda file). The smaller of the two lots would be sold to owners of an existing home to the north and adjacent to the smaller lot (Swansons). The larger lot would be sold to one of the owners of the adjacent properties to the north (Smith).

Hodney said there was a public notice, it was advertised in the newspaper, and they have received no testimony. He said if the Council decides to proceed with adopting the resolution, they will be authorizing the City Manager to conclude the transaction.

There was no one signed up to speak on the sign up list (see agenda file).

Konopa asked if anyone in the audience wished to speak. There was none.

Close: Konopa closed the public hearing at 7:32 p.m.

MOTION: Collins moved to adopt the resolution and Kopczynski seconded it. The motion passed 4-0 and was designated Resolution No. 6489.

Collins said that what the Council just did was to sell off a portion of land that was a donation from Larry Epping. Epping passed away October 22, 2015. Collins said he had the behavior and character of a gentleman. He said, we got this land as a gift, and we owe him a debt of gratitude. Konopa said he donated much to our community. Konopa said he supported many of the non-profits in the community also.

Business from the Public

There was no business from the public.

Second Reading of Ordinance

Amending Albany Municipal Code Chapters 12.01.010, Intent and purpose, and 12.01.040, Definitions, and creating Chapter 12.30, Stormwater utility.

City Attorney Jim Delapoe read the ordinance for the second time in title only: AN ORDINANCE AMENDING CHAPTER 12.01.010 INTENT AND PURPOSE, AND AMENDING CHAPTER 12.01.040 DEFINITIONS, AND CREATING CHAPTER 12.30, STORMWATER UTILITY, OF THE ALBANY MUNICIPAL CODE.

Kellum asked if anyone has made a comment on this issue. Hare said it has been quiet. Hare said that blogger Hasso Herring has written on the issue and there have been comments to his blog. People are concerned about what it will cost, but since that question is not being decided tonight, Hare said there has not been much interest.

Konopa said she only received one email from a person whose property does not drain to a City street. Konopa said she explained to them that even if they are not residential stormwater contributors, that they still do benefit from having a city-wide stormwater system since we need a network of stormwater systems in order to avoid standing water in our streets. She said, everyone benefits from stormwater facilities.

MOTION: Collins moved to adopt the ordinance and Kellum seconded it. The motion passed 4-0 and was designated Ordinance No. 5869.

Adoption of Resolutions

Approving an extended property tax abatement agreement for Viper Northwest, Inc. in the South Santiam Enterprise Zone.

Konopa said there was a revised resolution on the dais (see agenda file). The change relates to changing 2015 to 2106.

MOTION: Collins moved to adopt the resolution and Kellum seconded it.

Collins said that items like this often go unnoticed by the general community; he explained that this is being responsive to a local industry, Viper Northwest, Inc., who invested \$2.9 million and looking at adding 23 employees. This action will give them some tax relief, but they will still pay 150% of the Linn County average, or over \$57,000 per job.

Hare added that the Council routinely approves enterprise zone applications. It is a good incentive program for business owners to invest in jobs. Hare said, we do sometimes forget it is an important thing the Council does on behalf of the public, and a fairly significant amount of revenue that is given up in order to help businesses expand.

Collins said, we still get a return on our investment; while we don't tax the original investment the company is making when they are able to hire more employees, we get the benefit from those living and shopping in our community.

Olsen asked how much revenue we have lost through enterprise zones. Hare said it would be hard to say, since Albany has been doing this a long time. We also participate with other jurisdictions and part of the zone, so in some cases Albany may not lose revenue at all. If they are in Albany, then it depends on the assessed value of the improvement.

Collins said if the full \$2.9 million were taxable, it would be about \$20,000 in revenue for this particular industry. Olsen is in favor of this action, he said he was just curious.

Collins said it is one of the few tools we have in our communities and it is important we use the tools available to encourage and keep investment here.

VOTE: A vote was taken on the motion and it passed 4-0 and was designated Resolution No. 6490.

Modifying downtown parking regulations.

MOTION: Kopczynski moved to adopt the resolution and Kellum seconded it. The motion passed 4-0 and was designated Resolution No. 6491.

Adoption of Consent Calendar

- 1) Approval of Minutes
 - a) September 24, 2014, Industry Request Council Ad Hoc Subcommittee minutes.
 - b) January 27, 2016, Regular Session minutes.
 - c) February 8, 2016, Work Session minutes.
 - d) February 10, 2016, Regular Session minutes.
- 2) Approving the following liquor licenses:
 - a) Full on-premises, commercial establishment, change ownership liquor license application for 3 M's LLC, d/b/a La Roca Mexican Restaurant, located at 1727 Hill Street SE.
 - b) Full on-premises, commercial establishment, new outlet liquor license application for ZNE Corp., d/b/a Perfect Pizza, located at 650 Hickory Street NW.

MOTION: Kopczynski moved to adopt the Consent Calendar as presented. Kellum seconded the motion and it passed 4-0.

Award of Bid

MS-16-02-D-110, Demolition of Fire Station 11 Building.

Collins said that on page 52 of the agenda packet, it shows a demolition and abatement project allowance of \$565,000, but we are looking to award a bid for \$201,000. There has been additional work done and he wonders if it came out of the \$565,000. Engineering Manager Staci Belcastro said yes, the total demolition and abatement budget was \$565,000 and includes demolition of four structures and one relocation, and any additional abatement on the site that is required for the dry cleaner. Collins asked, will this bring the project to the point where it is ready for the construction contractor? Belcastro described the tentative schedule and gave an update on the Request for Proposals. They plan to have contracts and bids back by June 21, with Council approval on July 13, and construction to start in late July.

Discussion followed regarding Groat Brothers.

MOTION: Collins moved to award the bid in the amount of \$201,749 to Groat Brothers, Inc., Kopczynski seconded the motion and it passed 4-0.

BUSINESS FROM THE COUNCIL

Kellum said he sent the Councilors an email about what he had learned at Kiwanis about a person who does HD videos.

Kellum said that on Friday, he will have been in business for 32 years. Kellum owns a welding business.

Kopczynski noted that a set of minutes on the Consent Calendar is from 2014. Smith said that there are times minutes are behind due to employee workload. Occasionally, an older set of minutes is for a body that has dissolved; so when it is evident that it will be the last set of minutes produced, an option is to have them approved by the City Council rather than reconvene the body, because that would simply create another set of minutes requiring approval.

NEXT MEETING DATE: Work Session on April 25, 2016; and Regular Session on April 27, 2016

ADJOURNMENT

There being no other business, the meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Reviewed by,

Mary A. Dibble, MMC
City Clerk

Wes Hare
City Manager

CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
Monday, April 25, 2016
4:00 p.m.

MINUTES

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 4:00 p.m.

ROLL CALL

Councilors Present: Councilors Bill Coburn, Floyd Collins, Bessie Johnson, Rich Kellum, Ray Kopezynski, and Dick Olsen

Councilors Absent: None

BUSINESS FROM THE PUBLIC

None.

TIME, PLACE, MANNER OF OPERATIONS FOR RECREATIONAL MARIJUANA BUSINESSES

City Attorney Sean Kidd provided background information. Council passed an ordinance last November which banned all business aspects of recreational marijuana. Based on state law, the issue will be referred to the voters in November. The ordinance did not address medical marijuana businesses. Medical dispensaries are regulated under the Albany Municipal Code but there are no regulations for medical marijuana processing. Today, he would like to talk about time, place, and manner regulations for recreational marijuana businesses in the event that the ban is not passed by the voters.

Kidd said state law states that both medical and recreational marijuana businesses may not be located within 1,000 feet of a school and that medical marijuana businesses may not be located within 1,000 feet of each other. The state went the other way with recreational marijuana businesses, stating that local regulations cannot require them to be more than 1,000 feet apart. The City's regulations for medical marijuana dispensaries are that they cannot be located within 300 feet of a residential zoned property with exceptions for property located within Light Industrial, Heavy Industrial, or Industrial Park zones.

Kidd said there are several options for time, place and manner regulations and he will offer some options just to get the conversation going. Council could apply the same regulations for recreational marijuana businesses as are in place for medical marijuana businesses but remove the industrial zone exception. Regulations could also be added to redefine how the distance is measured, such as property line to property line, and/or state that the distance is from any property that contains a recreational marijuana business to any property that contains any residential zoning.

In response to a question from Konopa, Kidd said Council could regulate medical dispensaries and processors any way it deems fit. It would be possible to remove the industrial exception or ban all new medical marijuana facilities; however, those already in place would be grandfathered in.

Councilor Rich Kellum asked if the grandfathering would apply to the business or the people running it. City Manager Wes Hare said grandfathering is based on use, not ownership. If the business closes for more than a year, it is no longer considered to be a conforming use and loses non-conforming status.

Kidd reviewed discussions he has had with the League of Oregon Cities (LOC) related to time, place, and manner regulations for recreational marijuana. The LOC was not aware of any cities that had yet placed those regulations, and said they would be coming out with model rules in late May or June. He suggested Council might consider waiting to see that model before adopting their own regulations. The LOC also expressed concern that cities adopting regulations for a ballot measure that hasn't occurred could receive pushback that they are trying to influence the vote. He noted that if the ban is voted down, the Oregon Liquor Control Commission (OLCC) would not issue licenses until January 2017, giving about a month and a half to allow cities to adopt time, place, and manner regulations.

Kellum said he would like to have the regulations drafted even if they are not adopted prior to the election. He is concerned about being so ambiguous that people spend money and purchase property for an operation that will be disallowed. Kidd said he understands the concern; however, he noted that in that situation, the person would be making an investment on something the City has already stated is illegal, which is a big risk.

Councilor Ray Kopczynski said that in his view, it all comes back to the need to be reasonable. He would like to see maps showing where businesses would be allowed under various regulations. Kidd reiterated that there are countless options and that it would be helpful if staff had some direction regarding what criteria Council would like to see with the maps. Again, he is not making recommendations, but potential ideas could include that recreational marijuana businesses could not be located within 1,000 feet of each other; within 1,000 feet of the public library; and/or within 1,000 feet of a public park, playground, or recreational facility like the Boys & Girls Club or the YMCA. Konopa said she understands the intent, but some of these ideas could be more cumbersome for staff to enforce.

Kidd said the resolution and ballot title could come to Council in May; however, there is concern that once the resolution is adopted, staff will be very limited in what information they can give to Council due to the Secretary of State manual on what staff can say about ballot measures. Following brief discussion, Council indicated that they would like to see the resolution in May even though it may not be adopted at that time.

Hare referred to the LOC model ordinance process which, he said, is essentially a research function where they try to look at unintended consequences and issues that cities might be concerned about. They give a sense of what is possible under the law and what is likely to be challenged to help guide local decisions. This doesn't have to slow the local process, but he thinks it may be a good idea for Council to consider that model ordinance. Kellum suggested that Council could share their ideas with the LOC so that they could be included in the information shared with others.

Konopa asked Councilors to state what information they would like to see come back.

Councilor Floyd Collins said he would like to see a flowchart showing both recreational and medical marijuana businesses, the state rules, and rules the Council might consider.

Councilor Dick Olsen said he would like to see marijuana businesses regulated the same as beer, wine, and hard liquor businesses.

Kopczynski agreed with Olsen but said he doesn't think that is realistic. He would like to see the flowchart suggested by Collins, as well as colored maps with multiple overlays showing the ramifications of some of the potential decisions.

Planning Manager Bob Richardson asked if the concern is location or impacts. Kopczynski said his concern is location; he wants a map so that someone who wants to open a business has more certainty about where that can potentially be done.

Coburn liked the idea of a map with overlays that increasingly black out areas where the use would be disallowed based on various restrictions. He agreed that we need to be left with a map that shows where businesses could possibly locate that could be shared with those who are interested in opening a business.

Kellum and Johnson agreed with what has been requested.

Kidd commented that cities are allowed to adopt reasonable time, place, and manner regulations; but they cannot disallow through zoning what the voters have said they want to be allowed.

Kidd said another question for the Council is whether they would like to adopt an ordinance that places a 3 percent tax on the sale of recreational marijuana on the November ballot. Kopczynski said the current state tax of 25 percent will go to 17 percent next year, and he doesn't think voters would balk at having a local tax of 3 percent, which the City could use any way they choose. Following brief discussion, it was agreed that this should come back to Council for further discussion and consideration.

ACCEPTING JEFF CHRISTMAN'S RESIGNATION FROM THE TRANSIENT LODGING TAX (TLT) AD HOC COMMITTEE

MOTION: Collins moved to accept the resignation and send a letter of appreciation. Kopczynski seconded the motion, and it passed 6-0.

APPOINTMENT TO THE TLT AD HOC COMMITTEE

MOTION: Kellum moved to accept the appointment of Steven Reynolds to the TLT Ad Hoc Committee. Kopczynski seconded the motion, and it passed 6-0.

BUSINESS FROM THE COUNCIL

None.

CITY MANAGER REPORT

Public Works Engineering and Community Development Director Jeff Blaine advised that an open house for the Gibson Hill/Crocker intersection options would be held May 19, 4:00 p.m., at City Hall. He said that staff from the cities of Albany and Lebanon met to exchange drafts for the IGA related to the canal, and that would likely come to Council in June. He referred to the Local Improvement District (LID) on Crocker and stated that the developer and Benton County have paid their portion of the assessment and that the park property should be transferred to the County sometime this week.

ADJOURNMENT

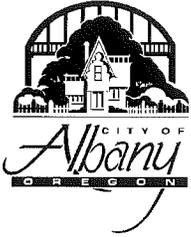
There being no other business, the meeting was adjourned at 5:10 p.m.

Respectfully submitted,

Reviewed by,

Teresa Nix
Administrative Assistant

Wes Hare
City Manager



TO: Albany City Council
 VIA: Stewart Taylor, Finance Director
 FROM: Kandice Easdale, Parks & Recreation Clerk II
 DATE: June 15, 2016, for the June 22, 2016, City Council Meeting
 SUBJECT: Annual Liquor License Renewals
 RELATES TO STRATEGIC PLAN THEME: ● A Safe City

Action Requested:

Council approval of these annual liquor license renewals.

Discussion:

Following is a list of businesses that have submitted applications for liquor license renewal. These businesses have paid their fees.

Loafers Station	Marwood Concepts Inc	222 SW Washington St
Hwy 20 Truck Stop	INR Inc	4196 Santiam Hwy SE
Pop's Branding Iron	Heuvel-Finley & Assoc Inc	901 Pacific Blvd SE
Linger Longer Tavern	Ruth Smith Enterprises Inc	145 Main St SE
Linger Longer Tavern	Ruth Smith Enterprises Inc	145 Main St SE
Novak's Hungarian Restaurant	Novak's Hungarian Restaurant Inc	208 2 nd St. SW
Favorite Mistake	Nyquist Hospitality Inc	5420 Pacific Blvd SW
Java Network	Java Network Inc	5444 Pacific Blvd SW
Lake Shore Lanes	Nyquist Bowl Inc	5432 Pacific Blvd SW
Cellar Cat	Cellar Cat and Company LLC	211 1 st Ave
Cellar Cat	Cellar Cat and Company LLC	211 1 st Ave
Pix Theatre	Movie Geek Enterprises LLC	321 2 nd Ave SW
Circle K Store #1153	Circle K Stores Inc	333 34 th Ave SE
Circle K Store #1397	Circle K Stores Inc	300 Queen Ave SE
Vault 244	Vault 244 Inc	244 1 st Ave SW
Vault 244	Vault 244 Inc	244 1 st Ave SW
Brick & Mortar Café	Brick & Mortar Café LLC	222 1 st Ave W #110-120
Riley's Billiards Bar & Grill	Relf X 2 Enterprises LLC	124 Broadalbin St SW
Ginza Japanese Restaurant	Park,Hi Kyong	2218 Santiam Hwy SE
Yummy House	Yummy House Restaurant Inc	1644 Pacific Blvd SE
Sweet Red Bistro	Sweet Red Inc	208 W 1 st Ave
Sweet Red Bistro	Sweet Red Inc	208 W 1 st Ave
Cascade Grill & Bar	Cascade Grill & Bar LLC	110 Opal Ct NE
Sam City	VVK Inc	2180 Pacific Blvd SE
GPS Market	Surinder Kaur	1655 Queen Ave SW
Yellow Flamingo #3	Souther Oregon Elmers LLC	1119-1123 Santiam Hwy SE

Elmer's Restaurant	Southern Oregon Elmer's LLC	2802 Santiam Hwy SE
The Still Restaurant & Lounge	Litefoot Inc	220 SW 2 nd Ave
Ciddici's Pizza	Chanda Corporation	859 Belmont Ave SW #110
Ciddici's Pizza	Chanda Corporation	133 5 th Ave SE
Grocery Outlet of Albany	Grocery Outlet Inc	1950 14 th Ave SE
Carniceria Los Compadres	Juan C Orozco	2530 Pacific Blvd SE
Wilhelm's	Wilhelm's LLC	1520 SE Pacific Blvd
Denny's #7835	Canby-Denn Inc	3430 Spicer Rd SE

Budget Impact:

Revenue of \$1,190.

ke

INTERGOVERNMENTAL AGREEMENT
FOR A REGIONAL INTEROPERABLE
RADIO SYSTEM

Between and Among:

Benton County, Linn County, City of Albany, and City of Corvallis, all governments subject to the provisions of Oregon law (collectively, the "Parties").

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 inure to the benefit of all the Parties, and agree that this opportunity can be best realized through joint action;

WHEREAS the Parties jointly established in 2013 a Regional Interoperable Radio System ("the System") for interoperable communication between and among the Parties;

WHEREAS Project 25 (P25 or APC0-25) is a set of standards for digital radio communications for public agencies to enable them to communicate with other agencies and mutual aid response teams in emergencies, and the LBRIG shared radio system is a P25 compliant trunked system that ensures P25 compliant two-way radios are interoperable;

WHEREAS the purpose of this agreement is to ensure the continued 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:

A. The System

1. The parties agree that through oversight of the Linn Benton Radio Interoperability Group (LBRIG), the following components of the Regional Interoperable Radio System ("System") will be operated and managed for the common use of the Parties in accordance with this Agreement. The System components include LBRIG controlled components, Member controlled components, and Third party controlled components.

The SYSTEM MANAGER position for LBRIG will perform the combined roles and duties as detailed in Section F.1. (Operations and Maintenance). The System Manager will manage technical aspects of the system, coordinate system improvements, prepare and manage budgetary concerns and act as the point of contact for the system as a whole.

2. LBRIG controlled components. The LBRIG controlled System components shall generally consist of a shared, land mobile radio system primarily serving public agencies within Linn and Benton Counties. The LBRIG controlled System components are defined as the shared radio systems controlled by Linn Benton Radio Interoperability Group members to carry voice and data traffic. The LBRIG controlled System components, include radio components, electronic equipment and other necessary equipment for transportation of voice and data signals.
3. Member controlled components. The Member controlled components are those which are owned and controlled by one or more Members independent of LBRIG 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.
4. Third party controlled components. The System is dependent upon components in the Lane Regional Interoperability Group (LRIG) System and 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 not managed by LBRIG.

B. Participation Classes

1. "Party" or "Parties" means the units of local government that are entering into this Agreement to jointly operate and maintain the System. Other units of local government may be added as additional Parties upon unanimous approval of the then current Parties and provided the additional Party executes this Agreement.
2. "Governance Committee Member" or "Member" means the entities that comprise the Linn Benton Radio Interoperability Group Governance Committee ("Governance Committee" or "Committee"), which governs the operations of the System. To be eligible to be a "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 shall pay the full Subscriber Rate established by the Committees.
4. "User" means a person or entity authorized by the Governance Committee to use the System in accordance with the terms and conditions of a valid User Agreement. Users shall pay the User Rate established by the Governance Committee for that User.

C. Governance Committee Membership

1. The Linn County Sheriff's Office, Benton County Sheriff's Office, City of Albany Police Department and City of Corvallis Police Department are the current Members of the Governance Committee.

2. Each of the Members is entitled to the same voting rights and general membership rights and responsibilities.
3. 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.
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. The Committee shall 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.
5. Obligations of Membership. In addition to the specific rights and obligations discussed elsewhere in this Agreement, while a Member, each Member shall:
 - a. Designate a regular representative to the Committee, and one or more alternate representatives. All representatives must have the authority to act on behalf of the Member. In case of a vacancy, the Member shall designate a replacement representative within 30 days of the vacancy occurring. All such designations shall be communicated in writing to the Committee.
 - b. Pay any and all invoices and meet other obligations related to payment for services received as a result of membership. 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 shall 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.
6. 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;
 - b. Receive compensation for services and equipment provided to facilitate the operation of the System invoiced to and in a form acceptable to the system manager; and
 - c. Exercise the rights of Membership on the Committee.
7. Termination of Membership.
 - a. Any Member may voluntarily terminate its participation in the System upon no less than 12 months' written notice of withdrawal to the Committee.

b. The withdrawing Member shall 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 shall require, at non-discriminatory rates. The withdrawing Member shall not unreasonably refuse to agree on terms for the continuing use.

c. The withdrawing Member shall not be responsible for any costs that are incurred by or for the remaining Members after the withdrawal date. The withdrawing Member shall 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.

D. Governance

1. The Organizational structure and provisions concerning operation of the System are those provided for in this agreement, which sets forth general principles concerning structure, purpose, operations and similar matters.

2. Committee Authority and Responsibilities:

a. The operational responsibility of the Committee includes, but is not limited to: 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. The Committee shall develop and maintain 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. The Committee is responsible to oversee the necessary installation, maintenance and replacement of mutually used radio and other System equipment, and the Committee will perform 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. The Committee is responsible to establish, maintain, and update a plan for the continued financial integrity of the System. The plan shall take into account financial and contractual obligations, capital and infrastructure needs, long-term financial planning, and provide to the extent possible for a predictable budget schedule.

e. 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 shall 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 Member to add or subtract resources to or from the System. Such actions shall 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 shall be reflected in the LBRIG Rate Model Plan.

g. The Committee, in its sole judgment and discretion, may elect to add a new Member agency to the Committee with full voting rights if it is determined by the Committee that the addition of the agency will strengthen the System and create a more beneficial System for the Members. Such addition shall only take place with a unanimous vote by all Committee Members.

h. 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. The Committee may assign duties, including but not limited to research and implementation of a decision made by the Committee, to a particular Member or group of Members to carry out a decision by the Committee. Provided, however, that Members assigned such duties must consent to the assignment.

3. Committee Operation

a. Voting Authority.

i. Each Member shall be entitled to one vote.

ii. Each Member shall appoint a representative with authority to vote on behalf of the Member.

iii. If the Member's representative is unavailable, the Member may delegate its voting authority to a delegate by means of a written communication to the Chair of the Committee.

b. Quorum. A quorum of the Committee consists of a majority of voting Members. Any Member may issue a written quorum call to all Members to ensure sufficient Members are present. 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 Members present.

c. The Committee will strive for general agreement on all issues.

i. In the case of tie votes, no action shall be taken.

ii. Prior to any vote or action by the Committee, any Member may refer a financial matter that would create a significant impact for that Member to the executives of each of the Parties for review and a decision. Any decision of the executives on a financial matter must be unanimous to be effective.

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.

e. Meetings:

i. Regular meetings. The Committee shall 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 Members with not less than 48 hours' notice. Notice of the time and place, and subject(s) of the special meeting shall be sent by email to the designated Member representative and alternates.

iii. An agenda shall be prepared for each meeting and distributed in advance to the Members. The agenda shall identify 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; shall be given not less than two weeks in advance of the meeting.

iv. Minutes of each meeting shall 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 shall be distributed to the Members within 7 days following the meeting.

4. Officers and Duties

a. There shall be a Chair and a Vice-Chair of the Committee. The Chair and the Vice Chair shall rotate annually beginning at the first meeting of each calendar year, on the basis of a rotation list of the Members' representatives established by the Committee. New Member representatives' names shall be added to the end of the then-current list.

b. The Vice Chair shall be from the agency that follows the Chair on the rotation list. In the event that the Chair position is vacated during the calendar year, the Vice Chair shall assume those duties and the next named Member representative in rotation shall serve as Vice Chair.

c. Serving as Chair or Vice Chair shall not limit a Member's right to vote.

d. The Chair 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 Members to be prepared to vote on significant issues.

e. The Chair is responsible to ensure that the minutes of meetings are prepared, distributed, and retained.

E. System Administration

1. General operational and administrative decisions for the System shall be made by the Committee; provided, however, that individual agencies or groups of agencies that own, lease or otherwise control the components shall be responsible for components beyond System Demarcation Points. Such components shall 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 ("SOAP"). The current SOAP is attached to this Agreement and may be modified from time to time as deemed necessary by the Committee in accordance with Section D.3. Modifications to LBRIG-controlled components of the System shall only be made after approval by the Committee. Modifications to Member-controlled components of the System shall only be made after reasonable prior written notice to the Committee. All modifications of LBRIG-controlled 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. Approved radio talk group naming conventions, talk group descriptions and agency authorized user groups.

c. Anticipated future development, enhancement or maintenance of the system, which shall include, but not be limited to, a long-range, multi-year plan for such system changes or maintenance.

d. 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; and

ix. Disaster plans and agreements for each site, including back up contingencies for each layer of the System.

3. The Committee shall 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 LBRIG-controlled and Member-controlled components shall be separately described in Appendix A of the System

Operation and Administration Plan with identification of demarcation points within the System. Appendix A shall 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.

F. Operations and Maintenance *(Combined the roles of Sys Admin, Sys Manager, Financial)*

1. System Management for LBRIG will be handled by the Linn County Sheriff's Office, who will appoint a point-of-contact to serve as the System Manager. The System Manager will serve as staff to the Committee. Unless otherwise assigned by the Committee, the System Manager will be responsible for:

Operational responsibilities include:

a. Develop and maintain the System Operation and Administration Plan and the System Administration Network Description;

b. Manage technical aspects of the system; track and repair technical issues; oversee technical issue resolutions and manage the preventative maintenance schedule;

c. Inform the Committee and LBRIG Users of System issues; provide System use information to the Committee;

d. Coordinate programming, including working with subscribers to ensure proper radio programming;

e. Communicate with current and potential new users; ensure that System users are kept informed of those things that could impact daily use of the System; and

f. Perform any other duties as deemed necessary by the Committee.

Fiscal responsibilities include:

g. Prepare, propose and manage the LBRIG budget per the System Operation and Administration Plan and the LBRIG Rate Model Plan;

h. Invoice and collect subscriber fees and System improvement fees;

- i. Provide all accounts payable functionality including the payment of LBRIG expenses;
 - j. Provide standard monthly financial reports or on-demand financial reports as needed
 - k. Assist with future budget projections and preparation; and
 - l. Provide purchasing expertise and act on behalf of Committee as the contracting authority for LBRIG. This includes signing for contracts and agreements authorized by the Committee.
2. A Radio Maintenance and Repair Provider shall be designated by 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. Repairing and replacing System components and equipment;
 - c. Assisting with acquisition of new System components and equipment;
 - d. Installation of System components and equipment, and/or overseeing and coordinating installation of System components and equipment by third-party vendors;
 - e. Providing after-hours repair service on System components and equipment; and
 - f. Tracking System assets and providing System use information to the Committee.
3. Nothing in this Agreement shall be construed to require the System Manager, the Radio Maintenance and Repair Provider, or any of the above mentioned Committee members to violate a law, rule, or regulation or to breach any contract.

G. Future System Expansion

- 1. One or more Members may propose plans for future expansion of LBRIG controlled components of the System, to the Committee for approval as set out in the voting provisions in section D.3 of this Agreement.
- 2. No member shall be obligated to pay for any part of a system expansion site or system equipment, where a direct benefit for that Member does not exist except as agreed upon in the LBRIG Rate Model Plan. The cost, installation and implementation of future expansion of LBRIG controlled components to the System shall be paid by only the Member(s) electing to pay for the expansion.
- 3. Once any agreed-upon future expansion of the LBRIG controlled components is complete, that expansion shall become part of the System Operation and Administration Plan.
- 4. Except as set forth in section G.2. above, future operations and maintenance costs of the System expansion shall be the responsibility of Members as defined within the LBRIG Rate Model Plan and the System Operation and Administration Plan.

5. Members may make changes to Member controlled components without Committee approval pursuant to section E.2 of this Agreement.

H. Rate Setting and Billing

1. The Committee shall review and update its rates annually. Rates shall be adopted by January 1 for the new fiscal year starting on July 1.
2. The Committee has agreed to a temporary multi-way split of the System Maintenance/System Upgrade Assurance (SM/SUA) costs. This proposed split is APD 25%, LCSO 25%, BCSO 25%, CPD 25%. This rate set will remain in effect until such time as all member subscribers are functionally operating on the system, new agencies or equipment need to be added to the system, or a comprehensive LBRIG Rate Model Plan is adopted.
3. Once all member agencies are operational the Committee will adopt a written rate-setting methodology, known as the LBRIG Rate Model Plan, designed to recover costs of operations, maintenance, replacement, contractual commitments, and reserves. The methodology shall, to the extent practicable, allocate costs fairly among the members while taking into consideration factors such as subscriber annual buy-in rates, shared site costs, and tower use.
4. The Committee, by and through the LBRIG System Manager, will invoice and collect revenues from Members, Subscribers, and Users for the use of the System and if necessary, for System improvements.
5. Member capital contributions will be tracked for historical purposes but will not be factored into subscriber rates.

I. Default

1. If any Member is reported to be in default (Defaulting Member), under this Agreement, by any other Member or LBRIG representative the Committee shall 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 shall 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;
 - c. Willful and material interference by one Member to another Member's System-related operations;
 - d. Use of the System in a manner deemed to be inappropriate by the Committee.

e. 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 shall have the right to cure any breach or default under this Agreement within the soonest practical time, which shall not exceed 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 30 calendar days, the Defaulting Member shall have the right to submit a written plan to the System Manager detailing appropriate actions the Defaulting Member shall take to cure such breach or default. The Defaulting Member is solely responsible for consultation with the System Manager and Governance Committee to ensure the remedial plan will result in a timely cure of default. Within the 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 shall have a longer period of time to cure the breach or default so long as the Defaulting Member shall continue to be diligently pursuing appropriate action during such period; provided, however, that in no event shall such time period exceed 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 shall 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 more Member's rights that may be prejudiced as a result of such default; and 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 Subsections C.7.b. and C.7.c, "Termination of Membership", shall 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.

J. Ownership and Insurance

1. For insurance purposes, the current owner of record of the LBRIG controlled System components shall be described in the System Operation and Administration Plan. As the owner of record, the agency must maintain adequate insurance on the LBRIG controlled System components. If the agency ceases to be a Party, or ceases to be willing to serve as the owner of record and provides the Committee reasonable advance notice, the Committee shall designate a new owner of record who shall insure the LBRIG controlled System components.
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.

K. Indemnity

1. Subject to Subsection K.4 below, 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. Subject to Subsection K.4 below, 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 shall 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. Notwithstanding the assumption of liability under this Subsection K, the Parties are not liable for any action of the System Manager that violates the law, breaches a contract, or willfully causes damage or injury.
3. Each Party shall 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 insured's for general and any auto liability coverage. Each Party shall also require in any contracts with any independent contractors, licensees, invitees or vendors that the independent contractors, licensees, invitees or vendors agree to indemnify each of the Parties to this Agreement in accordance with the terms in Subsection K.1 above.
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 shall 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 shall 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.

L. Limitation of Liability

Notwithstanding any provision of this Agreement to the contrary, no party shall 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 constructions, 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 shall 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.

M. Notice

Any notices required or permitted by this Agreement shall 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.

N. Additional Agreements

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 intend to 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.

O. Amendment Process

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

P. Partial invalidity

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

Q. Waivers

No waiver of any breach of any covenant or provision contained here shall 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 shall be deemed an extension of the time for performance of any other obligation or act.

R. Effective Date; Term

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

S. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the "State of Oregon"

T. 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.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first above written.

For Benton County:

Name
Title

Date

For Linn County:

Name
Title

Date

For the City of Albany:

Name
Title

Date

For the City of Corvallis:

Name
Title

Date

Memorandum of Understanding

Cost sharing for the Motorola Astro 25 Lifecycle Project Multi-Year Contract starting in May, 2014

This Memorandum of Understanding (MOU) is entered into between:

- The 7-County Regional Interoperable Radio System (SW7) group of counties, consisting of Benton, Coos, Curry, Douglas, Josephine, Lane, and Linn Counties;
- The Lane Radio Interoperability Group (LRIG) of agencies, consisting of the City of Eugene, City of Springfield, Eugene Water & Electric Board, and Lane County; and
- The Linn/Benton Radio Interoperability Group (LBRIG) agencies served by the 700MHz trunked radio system located in Linn and Benton Counties (Linn/Benton), consisting of the City of Albany, City of Corvallis, Benton County, and Linn County;

Each of the three Parties (SW7, LRIG and LBRIG) will act through a designated representative for purposes of this MOU.

Recitals

1. Each of the Parties manage and administers its own, unique radio sub-systems, all of which are supported under the Motorola Astro 25 Lifecycle Project Multi-Year Contract (Contract) starting in May, 2014.
2. The SW7 group of counties has designated the Lane County Sheriff's Office to act for the counties as its Executive Authority.
3. The LRIG group of agencies has designated the Lane County Sheriff's Office to act for the agencies as its Fiscal Agent.
4. The LBRIG group of agencies has designated the Linn County Sheriff's Office to act for the agencies as its Fiscal Agent.
5. LRIG and SW7 currently participate in two prior cost sharing Memorandums of Understanding establishing their proportional fiscal contributions toward the Contract: (a) memorandum of understanding effective May 27, 2014, entitled "LRIG Cost Sharing of Motorola Solutions, Inc., Multi-Year Contract", and (b) memorandum of understanding effective May 27, 2014, entitled "LRIG and SW7 Cost-Sharing of Motorola Solutions, Inc. Multi-Year Contract".

Scope of this Agreement

The purpose of this MOU is to clarify the obligations that each of the above Parties has for the payment of the annual Contract amount.

The Parties agree that:

1. LRIG and SW7 have each fulfilled its fiduciary responsibilities under the terms of the two prior memorandums, effective May 27, 2014. Contract invoices for July, 2014 and July, 2015 were paid by SW7 and LRIG at the proportion of 52% for SW7 and 48% for LRIG; and collectively the agencies now comprising LBRIG have reimbursed SW7 the sum of \$45,000 for the July, 2014 invoice.
2. Commencing with the July, 2016 invoice and continuing through the term of the Contract, the Contract invoices shall be shared by the Parties in the proportions of 35.79% for SW7, 45.30% for LRIG, and 18.91% for LBRIG.
3. The SW7 Fiscal Agent is responsible to make payment of the annual Contract invoice to Motorola. LRIG and LBRIG are responsible to reimburse the SW7 Fiscal Agent for their respective proportions of the Contract invoice as stated in Section 2.
4. The agreed proportions stated in Section 2 shall change in accordance with the terms of the Motorola Contract when any of the Parties adds or removes components or services ("service adjustment") from its radio sub-system, and the "service adjustment" results in an increase or decrease of the Contract cost. Each Party initiating changes is solely responsible for any increase or decrease in the annual Contract invoice amount.

Memorandum of Understanding

Cost sharing for the Motorola Astro 25 Lifecycle Project Multi-Year Contract starting in May, 2014

- 5. Changes in membership to any of the Parties will have no impact to the obligation that each Party has for their share of the annual cost of the Motorola Astro 25 Lifecycle Project.
- 6. Upon execution of this MOU by all Parties, the LRIG and SW7 MOU's identified in Recital 5 shall become terminated and replaced by this Agreement.

Term

Upon execution by all Parties, this MOU becomes effective and will remain in effect until termination of the Contract on June 30, 2023.

SIGNATURE PAGE FOLLOWS THIS PAGE

Signature Page

This MOU may be signed in several counterparts (facsimile or otherwise) all of which taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

LRIG group of agencies:

By: _____ Date: _____
 LRIG Fiscal Agent - Sheriff Byron Trapp

SW7 group of counties:

By: _____ Date: _____
 SW7 Executive Authority - Sheriff Byron Trapp

LBRIG group of agencies:

For Benton County:

 Name Date
 Title

For Linn County:

 Name Date
 Title

Memorandum of Understanding

Cost sharing for the Motorola Astro 25 Lifecycle Project Multi-Year Contract starting in May, 2014

For the City of Albany:

Name Date
Title

For the City of Corvallis:

Name Date
Title