



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
333 Broadalbin Street SW
Monday, June 20, 2016
4:00 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

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.

- 4:00 p.m. CALL TO ORDER
- 4:00 p.m. ROLL CALL
- 4:05 p.m. BUSINESS FROM THE PUBLIC
- 4:10 p.m. REGIONAL INTEROPERABLE RADIO SYSTEM – Eric Carter. [Pages 2-18]
➤ Linn-Benton Intergovernmental Agreement [Pages 2-15]
➤ SW7, LRIG, and LBRIG Memorandum of Understanding [Pages 16-18]
Action Requested: Information, discussion for decision at June 22 regular Council meeting.
- 4:20 p.m. STORMWATER UTILITY DISCUSSION – Mark Yeager. [Page 19]
Action Requested: Information and discussion.
- 5:20 p.m. CITY MANAGER SEARCH – David Shaw. [Verbal; handouts at meeting]
Action Requested: Information, discussion and direction.
- 5:40 p.m. BUSINESS FROM THE COUNCIL
- 5:50 p.m. CITY MANAGER REPORT
- 6:00 p.m. ADJOURNMENT

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.

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
Title

Date

For the City of Corvallis:

Name
Title

Date



TO: Albany City Council

VIA: Wes Hare, City Manager
Jeff Blaine, P.E., Public Works Engineering & Community Development Director 98
Chris Bailey, Public Works Operations Director

FROM: Mark A. Yeager, P.E., Utility Services Manager

DATE: June 15, 2016, for the June 20, 2016, City Council Work Session

SUBJECT: Stormwater Service Charges– Residential Tiers and Non-residential Credits

- RELATES TO STRATEGIC PLAN THEME:
- Great Neighborhoods
 - A Safe City
 - An Effective Government

Action Requested:

Staff will present a preliminary, single-family residential tier proposal and a non-single-family residential credit program framework to Council for review and discussion.

Discussion:

At the June 6, 2016, Council Work Session, Council directed staff to continue the process to develop potential stormwater utility service charges. One step in the process involves consideration of a tiered, single-family rate concept and a non-single-family credit program framework to be used in the rate-making process. At this meeting, staff will present information to:

- Discuss a tiered single-family rates proposal; and
- Review a non-single-family credit program framework.

While no specific formal action is required at this time, stormwater tier and credit program direction will be needed to further develop preliminary stormwater service charge calculations for use during public outreach efforts. At the work session, staff requests Council feedback and concurrence on the information presented, or suggested modifications or alternatives to the proposed programs.

Budget Impact:

There is no budget impact at this time.

JR:rk

Attachment

- c: Kristin Preston, Wastewater Superintendent (via email)
Staci Belcastro, P.E., City Engineer (via email)
Jeni Richardson, P.E., Civil Engineer III (via email)
Jeff Babbitt, Senior Accountant (via email)