City of Portland Agreement #_____

INTERGOVERNMENTAL AGREEMENT
For Mutual Aid 800 MHz Simulcast & Trunking Access
5-Year Agreement

This Agreement is between the City of Portland (CITY), and Clark Regional Emergency Services Agency (CRESA) and is entered into under the authority granted by Oregon Revised Statutes 190.110. This Agreement may refer to the CITY and CRESA individual as a Party or dually as the Parties.

1.0   Recitals.

1.1   Clark County, Washington, a political subdivision of the State of Washington and all cities and other public safety political jurisdictions within the County, have formed "CRESA", an organization formed by a Interlocal Agreement for the purposes of public safety communications dispatch and call taking operations.

1.2   The City of Portland provides public safety communications, dispatch and call taking operations for the CITY, Multnomah County and other political jurisdictions; and

1.3   CRESA and the CITY have constructed and are operating separate 800 MHz trunked public safety radio systems and have appointed fully trained System Managers, identified in Exhibit A of this Agreement.

1.4   CRESA and the CITY want to allow their respective 800 MHz radio systems public safety users to communicate on each other's system.

Now therefore, the Parties agree:

2.0   Term and Renewal

2.1.1   This Agreement is effective with the date of last signature below and shall remain in effect, unless otherwise terminated, renewed or extended in accordance with other provisions herein, for sixty (60) consecutive months.

2.1.2   Continuation of services for the full sixty (60) months shall be conditioned upon: (1) the Parties' continued use of the Motorola 800 MHz System; and (2) the Parties' continued ability to fund the services listed hereunder. However, nothing binds or requires the Parties to continue to supply such services, or to continue to utilize such.

3.0   Statement of Work

3.1   Use. The CITY shall permit CRESA and its users, and CRESA hereby agrees to permit the CITY and its users, to utilize their respective 800 MHz radio systems only for mutual aid radio communications. Talk groups authorized to be programmed on each other's system shall be approved in writing by both System Managers.

3.1.1 Pursuant to FCC rules and regulations, Part 90.631 Trunked systems loading, construction and authorization requirements, sub part item (g) wide area systems, the CITY's and CRESA's portable, mobile, and control stations shall be counted towards each entity's own individual system loading.

3.1.2 A Trunking Coordinator will need to be selected to provide a single point of contact between CRESA and the CITY. Only one coordinator is recommended for each agency.

3.1.2.1   Trunking Coordinators may not change the talkgroup name, function, or alias without consulting the System Manager. Talkgroup changes will cause considerable disruption and possible safety issues to other system users. Whenever possible, the System Managers shall notify one another in writing ninety (90) days in advance of any system changes that may affect interoperability.

3.2   Programming.

3.2.1 If the CITY or CRESA should provide programming, each radio requires one template for each model of Motorola SmartZone Radios. Upon initial and future radio template programming and reprogramming of radios, the CITY or CRESA must provide the necessary hardware to program and test the template. This includes single/dual control head(s), control head cables and desktop ancillary equipment, (desktop equipment, DCCMs, etc.) installed by a third party vendor. It will be the responsibility of the vendor and CITY or CRESA System Manager to program this ancillary equipment. Should this programming affect the CITY's or CRESA's Embassy switch, the 800 MHz System Manager must be notified in advance.

3.2.2 Should the CITY or CRESA request a cancellation of service; all radios with the CITY or CRESA template programming_must be reprogrammed/erased of all talkgroups and SmartZone system parameters at the CITY's or CRESA's expense.

3.2.3 Talkgroup, usage and alias: Talkgroup name/alias changes must be reviewed with the 800 MHz System Manager, as uncoordinated talkgroup changes can affect other users of the system. Whenever possible, the System Managers shall notify one another in writing ninety (90) days in advance of any system changes that may affect interoperability.

3.2.4 All patches, permanent or temporary, to conventional radio channels must be approved by the System Manager before they become operational. This includes patches controlled by 911 Public Safety and Public Service Central Electronic Banks (CEBs), 800 MHz desktop stations, mobile or portable radios.

3.2.5 THE PARTIES SHALL. NOT BE RESPONSIBLE FOR "NON-OPERATIONAL" LOGICAL PATCHES OR TALKGROUPS ON THE 800 MHZ SYSTEMS. VARIOUS LOGICAL PATCHES ARE FUNDED AND/OR MAINTAINED BY INDIVIDUAL USERS ON THE SYSTEM AND ARE SUBJECT TO THE CONTROL OF THOSE USERS. TALKGROUPS ASSIGNED TO PUBLIC SAFETY OR PUBLIC SERVICE AGENCIES THAT ARE NOT ON

THE 800 MHZ SYSTEMS OR INVOLVED IN A LOGICAL PATCH WILL BE DISABLED TO PREVENT POTENTIAL RADIO USER CONFUSION. IN THE EVENT OF A PATCH FAILURE, CAUSED BY A PARTY'S FAULTY BASE STATION OR TELEPHONE COMPANY'S CIRCUITS, THE SYSTEM MANAGER OF THE OTHER PARTY RESERVES THE RIGHT TO DISABLE THE LOGICAL PATCH UNTIL IT IS FULLY OPERATIONAL. THE PARTIES ARE NOT RESPONSIBLE FOR LOGICAL PATCHES OR TALKGROUPS THAT ARE DROPPED FROM THE 800 MHZ SYSTEMS BY THE OTHER.

3.3   System Keys. Both Parties shall provide to the other Party an electronic copy of their respective System Key(s) for RSS programming. The Parties warrant the following:

3.3.1 The "system key" (the software medium which allows programming of radios on the system) shall not be loaded, given or otherwise provided to "users", maintenance contractors or others of the respective system, but maintained in control of the System Manager. Failure to adhere to the above will result in termination of this Agreement.

3.3.2 During unsupervised programming periods, the programming computers shall be reset or turned off to electronically erase the system key from RAM.

3.3.3 A written record shall be kept, during the service life of the systems, of all personnel who have programmed radios using the system key. In the event of a breach of security, either system manager may request this record at any time.

3.4   System Access. System Managers shall follow the mutually agreed upon regional talkgroup and unit ID number assignments. As outlined in Exhibit B.

3.4.1 Only talkgroups approved by the respective System Manager shall be programmed into any mobile, portable, desktop station or console (radios).

3.4.2 Intentional use of Private Call operation bypassing the mutual aid talkgroups for non-official extended wide area communications is strictly prohibited. The Private Call feature will have the lowest priority on the system. Private Call may be turned off during disaster or extreme emergencies to prevent talkgroup busies. Users that abuse Private Call may be requested by the System Manager to limit their conversations to "official," public safety and/or public service communications. In the event the Private Call abuses are not resolved with the Trunking Coordinator, the offending radios may have this feature disabled.

3.5   System Managers. In additional to all requirements indicated herein the System Managers and their respective agencies (the Parties) shall adhere to the following protocols:

3.5.1 System Managers may grant temporary access to any talkgroups for purposes of testing programming templates.

3.5.2 System Managers shall be notified immediately of any lost or stolen radios that have access to their respective systems.

3.5.3 Lost radio IDs shall never be re-used by another radio except by mutual agreement of the System Managers.

3.5.4 Each radio shall be assigned its own unique ID. The use of the same ID in multiple radios is prohibited.

3.5.5 Duplicate talkgroup IDs shall be avoided whenever possible.

3.5.6 System Managers shall demonstrate the procedures they will use to prevent duplication of radio IDs during the cloning process.

3.5.7 System Managers shall provide immediate notice of system changes that may affect interoperability between the systems, (i.e. talkgroup ID assignments, announcement ID assignments, system IDs, control channels, connect tones, failsoft talkgroup channel assignments, coverage types, emergency data system configurations, telephone interconnection, conventional hard patches, SmartZone upgrades or system environment timing parameters).

3.5.8 System Managers shall make every attempt to activate radio IDs as soon as possible during the initial programming process to expedite access verification before assignments to end users. Mass activation in advance is discouraged.

3.5.9 A mutually agreed upon activation process shall be developed to allow either System Manager to FAX over required information that allows individual or large group activation of ID numbers in an expeditious manner.

3.5.10 System Managers shall have the authority to restrict access and feature sets of any radio(s) due to operator system abuse or duplicate ID detection on their respective systems.

3.5.11 Notification of system denial is required within 24 hours.

3.5.12 System Watch monitoring of the respective system is prohibited unless approved by the other System Managers for troubleshooting purposes. All talkgroup and radio ID information shall be treated as highly confidential.

3.5.13 Programming Standards. All programming personalities that allow access to either system shall be reviewed by the other System Manager. Written approval shall be obtained prior to any programming.

3.5.14 PTT-ID and auto affiliation operation shall be required at all times.

3.5.15 The System Managers have the authority to modify programming standards. Any system standards modifications shall be in writing.

3.5.16 The Parties shall not be held responsible for reprogramming of one or all radios due to system upgrades. The System Managers shall make every attempt to minimize reprogramming interruptions to the system users. Whenever possible, the System Managers shall notify one another in writing ninety (90) days in advance of any system changes that may affect interoperability.

4.0   Consideration/Rates/Payments. The consideration for the CITY's allowed use of their radio system and the CRESA's consideration for the CITY's allowed use of their system shall be the mutual use of each Parties' system, for mutual aid only, and at no cost to either Party or its users for the term of this Agreement.

4.1   Reciprocal Charges. The Parties reserve the right to charge each other at their then respective current rate for any mutual aid radio that uses the 800 MHz system for the others primary communications. This includes using a logical patch talkgroup to bypass the use of the other Party's 800 MHz systems by any user(s) to avoid monthly 800 MHz access fee charges, and

4.1.1 The Parties reserves the right to charge each other at the then respective current rate for any mutual aid radio that uses the 800 MHz system for non-mutual aid monitoring and/or transmitting on any talkgroup on the system.

4.1.2 The right to charge for any non-mutual aid communication does not imply a right to use the radio systems for any use other than mutual aid communication. The rights to use the radio systems created by this Agreement is limited to mutual aid communication.

4.2   Invoicing. The Parties will invoice each other upon the occurrences described above at the Parties then current respective rates. Invoice shall be sent to:

<table>
<tr><td>If to CRESA:</td><td>Keith Flewelling
Technical Services Manager
CRESA
710 W. 13TH Street
Vancouver, WA 98660
(360) 737-1911 x3946</td></tr>
<tr><td>If to the CITY:</td><td>David Brooks
Bureau of Technology Services
CITY of Portland
3732 S.E. 99th Avenue
Portland, OR 97266-2505
(503) 823-4348</td></tr>
</table>

With a copy to: Marianne Metzger
                    Contracts Manager
                    Bureau of Technology Services
                    CITY of Portland
                    3732 S.E. 99th Avenue
                    Portland, OR 97266-2505
                    (503) 823-6925

4.3   Payment. The Parties shall pay such invoices Net thirty (30) days of invoice date.

5.0   Amendments. Except as authorized in Section 2.1.3 of this Agreement, the provisions of this Agreement shall not be, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties. The Chief Administrative Officer may authorize any amendment of this Agreement on behalf of the CITY.

6.0   Termination.

6.1   This Agreement may be terminated by mutual consent of the Parties and shall not result in any penalty to either Party. Termination by mutual consent shall be in written form stating the effective date of termination. Either Party may terminate this Agreement upon giving written notice of termination to the other Party not less than six (6) months prior to the termination date which shall be set forth in the notice.

6.2   Either Party may terminate this Agreement in the event that the other Party fails to comply with all applicable federal, state (specifically Oregon Public Utility Commission) and local laws and regulations. In the event that either Party wishes to terminate under this provision, written notice to cure shall be given to the other Party at least ninety days (90) in advance to allow time for the Parties to comply with the applicable regulations, statutes or laws. In the event that either Party has failed to comply with the applicable regulations, statutes, or laws by the end of the ninety (90) day notification periods, the non-breaching Party may terminate this Agreement immediately and no additional advance notice shall be required.

6.3   Except as otherwise provided by this section either Party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach, or offered a plan to cure, within fifteen (15) days of the notice, then the Party giving the notice may terminate this Agreement at any time thereafter by giving a written notice of termination.

6.4   If either Party makes an unauthorized disclosure of confidential information, the other Party may terminate this Agreement upon giving ten (10) days written notice of its intent to terminate.

7.0   Indemnification.   Subject to the conditions and limitations of the Oregon Constitution, Article XI, section 9, and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Parties shall indemnify, defend and hold officers, agents, employees and volunteers of the other Party harmless against all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the other Party.

8.0   Insurance.   CRESA and the CITY shall each be responsible for providing workers compensation insurance as required by law.   Both Parties are self-insured. The parties shall not be required to provide or show proof of insurance coverage.

9.0   Access to Records.   The Parties shall maintain all records pertaining to this Agreement according to the public records laws in each party's jurisdiction: For the CITY, Oregon Public Records Law as set forth in ORS 192; For CRESA, Washington Public Records Law as set forth in RCW 42.56.070(1). Upon reasonable written notice, each Party shall have access to the books, documents and other records of the other Party, which are related to this Agreement, for the purpose of examination, copying, and audit.

10.0 Compliance with Law.   In connection with each Party's activities under this Agreement, CRESA and the CITY shall comply with all applicable federal, state and local laws and regulations.

11.0 Venue. This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and CRESA arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12.0 Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing.

If to CRESA: Keith Flewelling
                               Technical Services Manager
                               CRESA
                               710 W. 13TH Street
                               Vancouver, WA 98660
                               (360) 737-1911 x3946

If to the CITY: David Brooks
                               Bureau of Technology Services
                               CITY of Portland
                               3732 S.E. 99th Avenue
                               Portland, OR 97266-2505
                               (503) 823-4348

With a copy to: Marianne Metzger
Contracts Manager
Bureau of Technology Services
CITY of Portland
3732 S.E. 99th Avenue
Portland, OR 97266-2505
(503) 823-6925

13.0 Severability. If any provision of this Agreement is declared by a court of law to be illegal or in conflict with any law, the validity of the remaining terms, conditions and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be illegal or invalid.

14.0 Subcontracting and Assignment. The Parties shall not subcontract or assign any part of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. In the event an assignment or subcontracting arrangement is approved, the Party assigning or subcontracting shall remain obligated for full performance of its obligation under this Agreement, and the other Party shall incur no obligation other than its obligations under this Agreement. Any approved assignee or subcontractor shall be required to agree to fulfill all the assigned or subcontracted obligations of the assigning or subcontracting Party, and shall be required to provide insurance in amounts mutually acceptable to the Parties.

15.0 Force Majeure. The Parties shall not have breached this Agreement by failure to perform a substantial obligation under this Agreement if the failure to perform arises out of causes beyond their control and without their fault or neglect, including without limitation: fire; flood; epidemic; volcanic eruption; quarantine restrictions; strike; freight embargo; unusually severe weather; riot; acts of God, sovereign or public enemy; acts of terrorism or war. In the event delay or default arising from these causes reasonably prevents successful performance of this Agreement, the Parties may terminate this Agreement, without penalty, upon written agreement, or the Parties may make mutually acceptable revisions to this Agreement to allow it to continue as modified.

16.0 Non-Waiver. The Parties shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

17.0 Independent Contractors. The Parties shall each be responsible for any of their own federal, state and local taxes applicable to payments under this Agreement. The Parties, and their employees and subcontractors agree that their employees and subcontractors are not employees of the other Party and that their employees and subcontractors are not eligible for any benefits from the other Party, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.
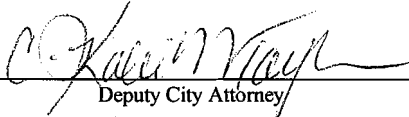
18.0 Survival. All obligations relating to confidentiality; indemnification; representations and warranties; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Agreement and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between CRESA and CITY. Nothing in this Agreement shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior approval of City's legal or contract review departments.

This Agreement consists of this Agreement and any Attachments added from time to time pursuant to the provisions herein. There are no other contract documents unless specifically referenced or incorporated in this Agreement, or added or deleted by written amendment to this Agreement. This Agreement contains the entire agreement between the Parties and supercedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF PORTLAND:

APPROVED AS TO FORM:

By: _____
      Deputy City Attorney

Date: _____

CITY OF PORTLAND, by and through its Elected Officials:

By: _____
                  Mayor Tom Potter

Date: _____

By: _____
                  City Auditor

Date: _____

CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA):

APPROVED AS TO FORM:

By: _____
          E. Bronson Potter

Title: _____
      Clark County Deputy Prosecuting Attorney

Date: _____11/20/07_____

By: _____
          Thomas R. Griffith

Title: _____
                  Director

Date: _____03 DEC 2007_____

Exhibit A

System Managers

CITY SYSTEM MANAGER: David Brooks
      City of Portland
      3732 S.E. 99th Avenue
      Portland, OR 97266-2505

CRESA: Keith Flewelling
      Technical Services Manager
         Clark Regional Emergency Services Agency
      710 W. 13th Street
      Vancouver, WA 98660

Any changes to the above named managers shall be provided to the other party within five (5) days of the effective change.

Exhibit B

Regional Talkgroup and Radio/Console ID Number Assignments

REGIONAL ID REPORT

STARTING	ENDING ID	ASSIGNMENTS	STARTING	SYSTE
700000	708127	PORTLAND CONSOLE ID'S	START LOW	372A
708128	708191	UNASSIGNABLE ID'S		
708192	709999	PORTLAND CONSOLE ID'S	START LOW	372A
710000	719999	PORTLAND RADIO ID'S	START LOW	372A
722000	739999	RESERVED FUTURE RADIO ID'S	START HIGH	
740000	749999	CLARK COUNTY RADIO ID'S	START HIGH	542B
750000	765534	WCCCA RADIO-ID'S	START HIGH	290F
800001	802500	PORTLAND TALKGROUP ID'S	START LOW	372A
802501	803121	CLARK COUNTY TALKGROUP	START HIGH	542B
803122	804095	WCCCA TALKGROUP ID'S	START HIGH	290F