

1722

**INTERGOVERNMENTAL AGREEMENT
FOR PURCHASE OF COMMUNICATIONS EQUIPMENT**

This Agreement is between North Lincoln Fire & Rescue, City of Newport Fire Department, Seal Rock Rural Fire Protection District, Central Oregon Coast Fire & Rescue, Yachats Rural Fire Protection District, City of Toledo Fire Department, Siletz Fire District, and Depoe Bay Rural Fire Protection District. All entities are units of local government organized and operating under the laws of the state of Oregon, including both cities and special districts. All of the named entities have authority under ORS Chapter 190 to enter into intergovernmental agreements.

WHEREAS, North Lincoln Fire & Rescue, acting on behalf of itself and each of the above-named parties, applied to the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security for a fiscal year 2011 Assistance to Firefighters Grant. The grant application was approved for ninety percent (90%), (\$392,420) of the approved amount.

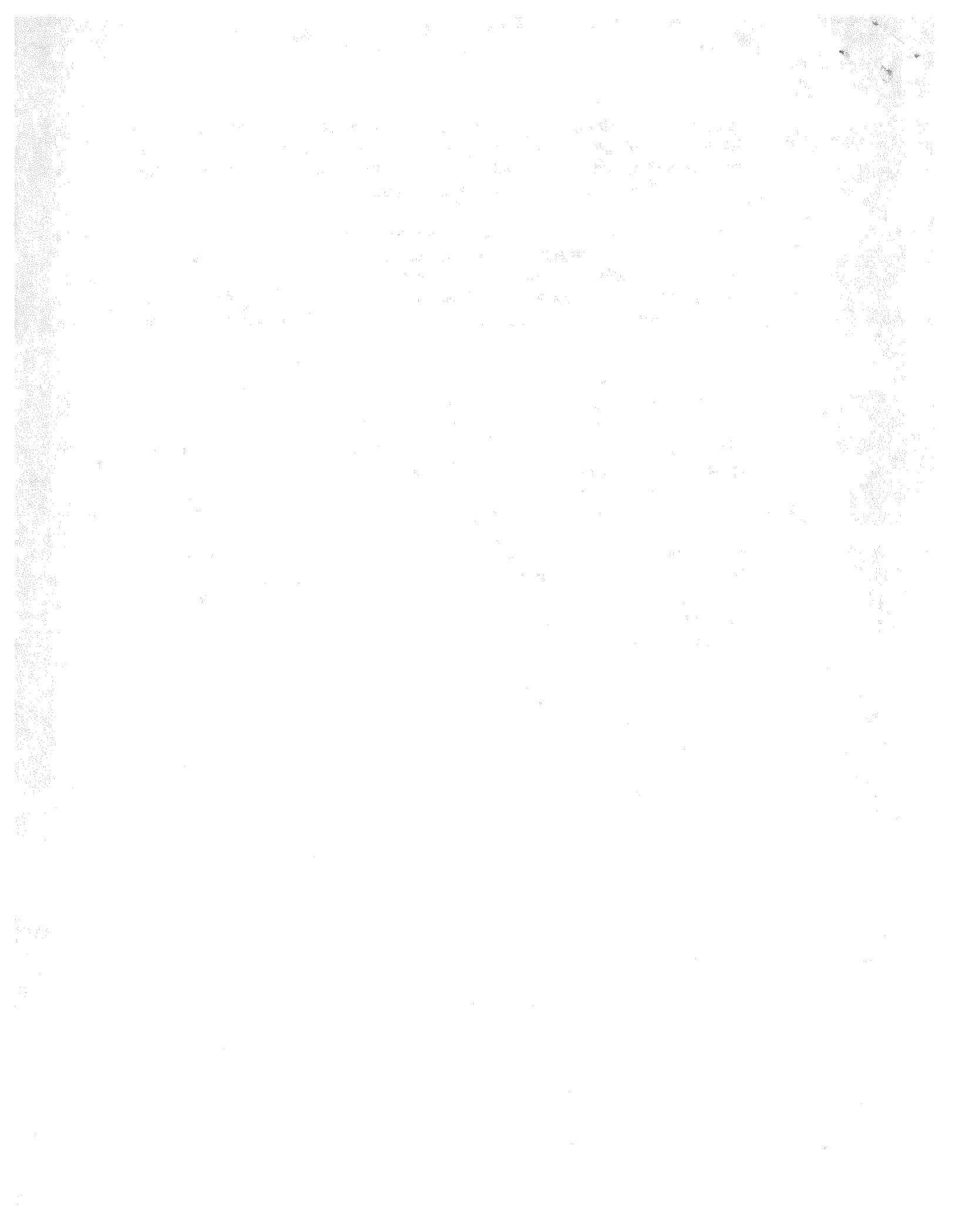
WHEREAS, each of the above-named parties has agreed to share the remaining ten percent (10%), (\$43,602) as set forth on Exhibit A, attached hereto.

WHEREAS, Exhibit A is attached showing each party's approximate obligations based upon the grant submission.

NOW, THEREFORE, the parties agree as follows:

1. North Lincoln Fire & Rescue shall be the grant administering agency.
2. The grant was reviewed, and in its approval, addressed the issues of state communication interoperability plans, frequency, and full licensing. To the extent that further clarification on those issues is required, it shall be the responsibility of North Lincoln Fire & Rescue to obtain the necessary approvals on behalf of all entities.
3. As set forth on Exhibit A, each of the parties has agreed to purchase various pieces of communications equipment; to be responsible for payment of ten percent (10%) of the price of that equipment, and to be responsible for the total price of any equipment not covered by the communications grant.
4. Each agency will be responsible for a portion of the costs of the Simulcast Repeater, Voting Receiver, and Base Station Cont. Duty, again in the amounts as set forth on Exhibit A.
5. North Lincoln Fire & Rescue has agreed to act as the procurement agency in obtaining the above-referenced equipment, applicable services and installation.

6. North Lincoln Fire & Rescue shall apply for all payments of the grant share. At the time of application for payment of the grant share, each respective entity shall provide to North Lincoln Fire & Rescue its proportionate share of the items for which payment is being requested.
7. Each entity, upon receipt of its requested equipment, shall maintain all records relating to the use of that equipment and inventory as may be required by FEMA in the grant documents. This includes a semi-annual federal financial report and, at the end of the grant's period of performance, a final report on funding and benefits realized from the respective entities. Reporting shall be coordinated through North Lincoln Fire & Rescue. Each entity shall indemnify and hold North Lincoln Fire & Rescue harmless if it fails to provide any and all reports, payments, or other items required by the FEMA grant for which the entities have received benefit.
8. All parties recognize that the numbers referenced herein, and on Exhibit A, may be modified as procurement proceeds.
9. To the extent the result of procurement is that there are grant funds that have not been expended, to the extent those funds are available, each respective entity, upon being advised, may be eligible to use a pro rata share of the remaining grant funds, again upon a 90/10 percent participation requirement. These funds shall be allocated on a first come, first serve basis. All additional requests must be consistent with the purposes of the grant and be grant-eligible.
10. As the administrative agency for the grant, each party agrees to pay a pro rata share of administrative costs incurred by North Lincoln Fire & Rescue in implementation and administration of the grant to the extent these costs are not a direct reimbursement from the grant to North Lincoln Fire & Rescue. The pro rata portion shall be based upon the percentage to the whole that each entity is receiving (see Exhibit A, attached.)
11. Any dispute arising under this agreement shall be decided by binding arbitration. Notice of arbitration is to be exercised within thirty (30) days of the parties' failure to resolve any disagreement. Arbitration shall be conducted in Lincoln County, Oregon before a single arbitrator selected by mutual agreement of the parties. If the parties, within fifteen (15) days of that notice, cannot agree upon an arbitrator, application for appointment of an arbitrator will be made by any party to the presiding judge of the Lincoln County Circuit Court with a request that the judge appoint an arbitrator. Arbitration shall be conducted under ORS Chapter 36.
12. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent



permitted by Oregon law. Costs of the arbitration will be shared equally by the parties, but each party will pay its own attorney fees incurred in connection with the arbitration.

- 13. All entities acknowledge that this document has been prepared by Speer Hoyt LLC through the Local Government Law Group P.C., a member thereof, and by J. Kenneth Jones. Each entity has signed a waiver of conflict letter or has sought separate counsel.
- 14. This Agreement may be executed in counterparts, each of which when taken together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

North Lincoln Fire & Rescue

City of Newport Fire Department

By: _____
Printed Name: _____
Date: _____

By: Jim Voelberg
Printed Name: Jim Voelberg
Date: 6/26/12

Seal Rock Rural Fire Protection District

Central Oregon Coast Fire & Rescue

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

Yachats Rural Fire Protection District

City of Toledo Fire Department

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

Siletz Fire District

Depoe Bay Rural Fire Protection District

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

LECTURE NOTES

BY

PROFESSOR

JOHN

SMITH

1950

CHICAGO

ILLINOIS

U.S.A.

PRINTED

IN

ENGLAND

BY

JOHN

SMITH

Agency Individual Share

	Mobil	Mobil	Portable	Portable	Pager	Pager	Base	Base	Total	AFG	Local
	\$990	Unit total	\$550	Unit total	\$485	Unit total	877	Unit total	Cost	90%	10%
NLFR	8	7920	10	5,500	7	3,395	4	3,508	20,323	18,291	2,032
Newport	7	6930	14	7,700					14,630	13,167	1,463
Seal Rock	4	3960					2	1,754	5,714	5,143	571
COCFR	4	3960	7	3,850					7,810	7,029	781
Yahacts	2	1980							1,980	1,782	198
Toledo									0		
Siletz									0		
Depoe Bay									0		
	25	24750	31	17,050	7	3,395	6	5,262	50,457	45,411	5,046

				NLFR	DBFD	Newport	Seal Rock	COCFR	Yahacts	Toledo	Siletz
Simulcast Repeater	5	71,160	355,800								
Voting Receiver	1	22,970	22,970								
Base Station Cont. Duty	2	2,681	5,362								
			384,132								
AFG Share Network	90%		345,719								
Local Share Network	10%		38,413	4,802	4,802	4,802	4,802	4,802	4,802	4,802	4,802
Individual Local share				2,032	0	1,463	571	781	198		0
Combined local share				6,834	4,802	6,265	5,373	5,583	5,000	4,802	4,802
Combined local share total											43,461

Estimates are based upon the estimated budget approved by AFG

Yahacts	\$5,000
Seal Rock	\$5,373
COCF&R	\$5,583
Newport	\$6,265
Toledo	\$4,802
Siletz	\$4,802
DBFD	\$4,802
NLFR	\$6,834