

RESOLUTION NO. 403

INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER
OF 9-1-1 FUNDS FROM THE CITY OF STAYTON
TO THE SANTIAM CANYON COMMUNICATIONS COUNCIL

WHEREAS, ORS 401.710 to 401.790 provides for the establishment of 9-1-1 service and system requirements; and

WHEREAS, state statute also provides for a tax equal to three (3) percent, which is imposed on the telephone subscriber and is distributed to cities including the CITY OF STAYTON (CITY); and

WHEREAS, the 9-1-1 tax revenues received by the CITY are used to support the operation of the Public Service Answering Point (PSAP) 9-1-1 center operated by the SANTIAM CANYON COMMUNICATIONS COUNCIL (SCCC); and

WHEREAS, the CITY wishes to enter into an agreement which authorizes the disbursement of 9-1-1 tax revenues directly to the SCCC; and

WHEREAS, the CITY has also entered into a variety of other agreements with the SCCC related to the transfer of employees, transfer of equipment, operation of the PSAP, and the provision of dispatch and 9-1-1 emergency communications services; and

WHEREAS, the CITY wishes to clarify by a subsequent agreement to what extent the CITY and SCCC have complied with the prior agreements;

NOW, THEREFORE, IT IS RESOLVED THAT BY THE CITY OF STAYTON:

1. That the Stayton City Council agrees to enter into an "INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF 911 FUNDS FROM THE CITY OF STAYTON TO THE SANTIAM CANYON COMMUNICATIONS COUNCIL" attached hereto as Exhibit A.
2. That this Agreement will take effect upon approval by the Santiam Canyon Communications Council and execution by both parties.

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TRANSFER OF 9-1-1 FUNDS TO SCCC

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PASSED BY THE COMMON COUNCIL THIS 5th DAY OF December, 1988.



WAYNE L. LIERMAN, MAYOR Date

ATTEST



DAVID W. KINNEY, CITY ADMINISTRATOR Date

12-06-88

dk:lb(12-01-88)

INTERGOVERNMENTAL AGREEMENT

Regarding the Transfer of 911 Funds
From the City of Stayton to the
Santiam Canyon Communications Council

THIS AGREEMENT, entered into this _____ day of _____, 198_, is by and between the Santiam Canyon Communications Council (SCCC) and the City of Stayton (CITY), an Oregon Municipal Corporation.

WITNESSETH:

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the Agreement, its officers or agents, have authority to perform, and

WHEREAS, by the ORS 190 agreement signed by the Santiam Canyon Public Safety Agencies, the Santiam Canyon Communications Council is responsible for coordinating area wide emergency telephone communications and implementing 9-1-1 in the Santiam Canyon, and

WHEREAS, the Santiam Canyon Communications Council and the City of Stayton desire to establish procedures for receiving, investing and allocating Santiam Canyon 9-1-1 telephone tax revenues pursuant to the Emergency Communications Act of 1981 (ORS 401.710 TO 401.790);

NOW THEREFORE, the parties agree as follows:

- A. The Santiam Canyon Communications Council agrees to
1. Develop and maintain an Emergency Communications Account that meets all State-required provisions for maintenance;
 2. Provide all State-required 9-1-1 financial, progress and narrative reports;
 3. Maintain records of Emergency Communications Account participants' investments and interest earnings; and
 4. Deposit all transferred and quarterly 9-1-1 telephone tax revenues received for the City of Stayton from the State of Oregon into a consolidated Emergency Communications Account. The tax revenues and transferred funds shall be used for the purpose of establishing and maintaining emergency communications services.

B. The City of Stayton agrees to

1. Authorize the State of Oregon, acting through its officers and agents, to send all disbursements or 9-1-1 tax revenues made in the name of the City of Stayton to the Santiam Canyon Communications Council beginning January 1, 1989; and
2. Transfer the remaining 911 funds of the City of Stayton in the amount of \$38,922.95, to the Santiam Canyon Communications Council.

C. Both parties mutually agree that

1. All terms and conditions of the 911 Transition Agreement dated June 30, 1987 have been satisfied by all parties; and
2. The legislative intent of the 911 Intergovernmental Agreement dated June 15, 1987 was to require the City of Stayton to transfer all surplus 911 telephone tax revenues to the Santiam Canyon Communications Council, and that the transfer of \$38,922.95 under this Agreement satisfies the intent of the June 15, 1987 Agreement.
3. All terms and conditions of the "Agreement for Transfer of Communication Center Employees" dated March 23, 1988 have been met by both parties.
4. The Santiam Canyon Communications Council has fully paid for its share of architectural fees and construction costs related to the remodel of the 1,000 sq. ft. 911 communications center located in the second floor office space of the Stayton Police Department, 362 N. Third Avenue, Stayton, OR as required by the building lease between the City and Santiam Canyon Communications Council dated July 14, 1987.
5. All terms and conditions of the "Memorandum of Understanding--Transfer of Communications Center" dated March 23, 1988 have been met including Sections 4 and 4a. of the agreement which requires the Santiam Canyon Communications Council to pay the City \$4,770.52 on or before April 1, 1988 to cover the August, 1988 lease payment to Pitney Bowes Credit Corporation for equipment described in Exhibit "D" of the March 23, 1988 agreement. The SCCC complied with Section 4 and 4a by making

a \$2000.00 payment to Pitney Bowes Credit Corporation on November 15, 1988 and by obtaining a written release from Pitney Bowes Credit Corporation which released the City of Stayton and Santiam Canyon Communications Council from all further and future obligations of the lease agreement.

- D. This Agreement may be modified upon mutual written agreement of the parties hereto.
- E. This Agreement shall be in force and effect from and after the date it is signed by the parties until it is terminated by either party.
- F. Either party may terminate this Agreement by notifying the other party in writing at least thirty (30) days prior to the effective date of such termination.
- G. Upon termination of this Agreement by the City of Stayton the unspent balance of 911 tax revenues contributed by the City of Stayton to the SCCC plus any interest earnings on the 911 tax revenues contributed by the City of Stayton shall be returned to the City of Stayton from the Emergency Communications Account.

~~Approved by the Common Council of the City of Stayton on the~~
~~_____ day of _____, 198_.~~

Approved by the Santiam Canyon Communications Council on the
_____ day of _____, 198_.

CITY OF STAYTON

SANTIAM CANYON COMMUNICATIONS

By: _____
WAYNE L. LIERMAN, MAYOR

By: _____
RICHARD MORLEY, CHAIRMAN

By: _____
DAVID W. KINNEY
CITY ADMINISTRATOR

By: _____
GERRY WIESE, DIRECTOR

Approved as to Form:

By: _____
JANET McCOY, CITY ATTORNEY

dk:lb(11-28-88)