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AGENDA COVER MEMORANDUM

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**SUBJECT: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN INTERNAL REVENUE SERVICE ON BEHALF OF DEPARTMENT OF JUSTICE JOINT PROJECT OFFICE AND LANE COUNTY TO IMPLEMENT THE FIRST STAGES OF A NATIONWIDE VERY HIGH FREQUENCY TRUNKING COMMUNICATIONS SYSTEM**

I. MOTION

MOVE THAT THE BOARD OF COUNTY COMMISSIONERS DELEGATE THE AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN INTERNAL REVENUE SERVICE ON BEHALF OF DEPARTMENT OF JUSTICE JOINT PROJECT OFFICE (IRS/JPO) AND LANE COUNTY.

ISSUE/PROBLEM

Should Lane County (Sheriff's Office) and IRS/JPO pool resources in order to benefit both parties.

II. DISCUSSION

A. Background

Congress mandated that IRS/JPO consolidate its multiple communications networks to achieve narrow banding cost savings efficiencies, and to foster interoperability/interconnectivity with key state and local authorities for emergency situations.

Lane County is the owner of two (2) communication tower sites, Bear Mountain and West Harness, where IRS/JPO is interested in establishing an antenna site hosting service.

Lane County will provide hosting services for IRS/JPO antenna and radio transmitter/receiving equipment in exchange for site improvements in excess of \$200,000 per site.

The MOU will continue in effect for five (5) years beginning 31 August 2005 and ending 30 August 2010.

B. Analysis

Lane County should establish an antenna site hosting service with IRS/JPO in order to achieve cost efficiencies for both parties.

C. Alternatives/Options

1. Adopt the order to approve Execution of Memorandum of Understanding.
2. Do not approve the order.

D. Recommendations

Recommends Board approval of proposed Board Order.

E. Timing

As indicated above.

III. IMPLEMENTATION/FOLLOW-UP

MOU will be executed.

IV. ATTACHMENTS

1. Proposed Board Order No. \_\_\_\_\_.
2. Memorandum of Understanding between Internal Revenue Service on behalf of Department of Justice Joint Project Office and Lane County.

MEMORANDUM OF UNDERSTANDING

BETWEEN

LANE COUNTY, OREGON

AND

INTERNAL REVENUE SERVICE (IRS) ON BEHALF OF (DOJ) DEPARTMENT  
OF JUSTICE JOINT PROJECT OFFICE (IRS/JPO)

I. PARTIES

This document constitutes an agreement between the Joint Program Office located at 12801 Fair Lakes Parkway, Suite 100, Fairfax, VA 22033 herein referred to as (IRS/JPO) and Lane County, located at 125 East 8<sup>th</sup> Avenue, Eugene, Oregon 97401.

II. PURPOSE

A. Background

In a coordinated effort, the IRS/JPO and Lane County will implement the first stages of a nationwide VHF (very high frequency) trunking communications system. The Integrated Wireless Network will utilize communication sites owned and maintained by Lane County. The National Telecommunications and Information Administration (NTIA) has mandated that federal law enforcement narrow, by one-half, the spectrum bandwidths its communications systems occupy in the VHF and UHF (ultra high frequency) ranges. In turn, Congress mandated that the IRS/JPO consolidate its multiple communications networks to achieve narrow banding cost savings efficiencies, and to foster interoperability/interconnectivity with key state and local authorities for emergency situations.

B. Purpose

The purpose of this Agreement is to set forth terms by which the IRS/JPO and the LANE COUNTY will establish antenna site hosting services at **West Harness Mountain and Bear Mountain**. For the purpose of this document, "**Antenna Site Hosting Services**" are defined as the ability to collocate IRS/JPO antenna and related equipment on Lane County sites at no cost in exchange for site improvements in excess of \$200,000 per site.

### III. AUTHORITIES

The IRS/JPO is entering into this MOU under the authority provided under the provisions of Title 6, §361, U.S. Code, Homeland Security Act of 2002 which provides for coordination of departmental programs and relationships with State and local governments in relation to efforts to develop national strategies for the implementation of law enforcement/national security activities.

Lane County is entering into this MOU under authority of ORS 190.010 and the Lane County Home Rule Charter which provide that units of government may enter into agreements for the performance of any or all functions and activities that are a party to agreements, its officers or agents have authority to perform.

### IV. SCOPE

This MOU defines the Integrated Wireless Network (IWN) project scope of work and the responsibilities of the parties to the agreement:

#### 1. Premises.

- a. Lane County agrees to provide space(antenna site hosting services) at existing tower locations which are owned and controlled by Lane County. The "antenna site services" shall include: rack and floor space in the radio transmitter/receiving equipment shelter, line maintenance fees, utilities, and road access fees. It is mutually agreed that Lane County will provide antenna site services in an even exchange for the IRS/JPO shelter improvements. The tower sites that have been identified are as follows:

- Harness Mountain, Roseburg, Oregon
- Bear Mountain, End of East Rat Creek Road, Cottage Grove, Oregon

#### 2. Period of Performance.

This MOU shall commence on August 31, 2005 and end on August 30, 2010.

#### 3. Fees.

In consideration for a significant site improvements, Lane County will **not** charge the IRS/JPO an annual fee for access to the Lane County owned tower space.

**4. Use of Premises.**

- a. After obtaining at its own expense, any licenses or permits required by any governmental and/or regulatory agency to operate its Tower Facilities, IRS/JPO will use the Premises for the installation, operation and maintenance of its Tower Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses.
- b. IRS/JPO will, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Tower Facilities and/or the Premises. LANE COUNTY agrees to reasonably cooperate with IRS/JPO in obtaining, at IRS/JPO's expense, any federal licenses and permits required.

**5. Removal and Restoration.**

- a. IRS/JPO will remove all antennae and supporting equipment from the shelter upon termination of this MOU. Removal will be done in a careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by LANE COUNTY or any of its assignees. If, however, IRS/JPO requests permission not to remove all or a portion of the antennae and supporting equipment, and LANE COUNTY consents in writing to no-removal, title to the affected antennae and equipment will thereupon transfer to LANE COUNTY and will thereafter be the sole and entire property of the LANE COUNTY, and IRS/JPO will be relieved of its duty to otherwise remove the said antennae and equipment.
- b. All costs and expenses for the removal and restoration to be performed by IRS/JPO pursuant to the above will be paid by the IRS/JPO.

**6. Installation of Equipment.**

- a. IRS/JPO will have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its antennae Facilities as described in the Site Candidate Information Packages (SCIP) which accompany this MOU.
- b. IRS/JPO installation of its antennae Facilities will be done in strict compliance with all applicable building, fire, sanitary and safety codes and regulations and other applicable laws, statutes, regulations and ordinances. All construction and maintenance relating to IRS/JPO's

antennae Facilities will be and remain the responsibility of the IRS/JPO, regardless of who performs installation and/or construction. IRS/JPO will apply for and obtain all permits necessary for the installation and/or construction of its equipment shelter. All plans for construction, alteration or changes will be signed and sealed by an architect or engineer licensed by the State of Oregon. IRS/JPO will pay all applicable fees due for construction permits.

**7. Alterations, Additions, Improvements and Equipment Upgrades.**

IRS/JPO will not make or allow any alterations, additions or improvements to be made to or of the Premises or any part thereof without first obtaining the written consent of LANE COUNTY.

**8. Maintenance.**

- a. The IRS/JPO will, at its own expense, maintain the antennae Facilities and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to LANE COUNTY so as not to conflict with the use of or other antenna site hosting of the Tower by LANE COUNTY. The IRS/JPO will not interfere with the use of the Tower, related facilities or other equipment of other customers.
- b. The IRS/JPO will have the sole responsibility for the maintenance, repair, and security of its equipment, Government Furnished Property, Tower Facilities, and site improvements, and will keep the same in good repair and condition during the term of this MOU.
- c. The IRS/JPO will keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- d. In the event LANE COUNTY or any other Tower customer undertakes painting, construction or other alterations on the Tower, IRS/JPO will take reasonable measures at its cost to cover or protect its equipment, Government Furnished Property or Tower Facilities from paint and debris fallout which may occur during the painting, construction or alteration process.

**9. Premises Access.**

IRS/JPO will have access to the Tower Facilities by means reasonably designated by LANE COUNTY, using the access road. The Sunrise Water Authority has granted LANE COUNTY a permanent easement to the access road. LANE COUNTY will enforce the provisions in the easement required to maintain the road. IRS/JPO will not be charged a fee to access/use this access

road. The IRS/JPO will request access to the Premises twenty-four hours in advance, except in an emergency.

10. **License Fees.**

The IRS/JPO will pay, as they become due and payable, all fees, charges, and expenses required for licenses and/or permits required for or occasioned by IRS/JPO's use of the Premises.

11. **Approvals; compliance with Laws.**

The IRS/JPO's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. IRS/JPO will erect, maintain and operate its antennae in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission (FCC) or any other governing bodies so long as there is not a conflict with federal law.

12. **Disclosure.**

Lane County agrees not to release information concerning the IRS/JPO unless or until ordered to do so by a court of competent jurisdiction and after the IRS/JPO is notified and given the opportunity to defend the request.

Lane County agrees to not post the IRS/JPO frequencies for public view for security reasons.

13. **Disputes.**

Disagreements between the parties arising under or relating to this MOU will be resolved through the use of the Disputes Clause in the Federal Acquisition Regulation 52.233-1. The full text of this clause can be viewed at <http://www.arnet.gov/far/>.

14. **Security.**

It is the intent of the parties that the IWN project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcement Sensitive."

15. **Liability.**

Title 31, United States Code, Section 1341 and Title 41, United States Code, Section 11 prohibits Federal agencies from entering any agreement that requires a federal agency to indemnify and/or hold harmless another party where the amount of the Government's liability is indefinite, indeterminate, or potentially unlimited. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346 et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting in the scope of his or her office or employment.

16. **Amendment, Termination.**

- a. Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
- b. This MOU may be terminated within 30 days upon the unilateral written consent of the parties. In the event both parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

17. **Insurance.**

For the purposes of this MOU, the IRS/JPO is instrument of the United States Federal Government. As such, the IRS/JPO is self insured.



18. **Complete Agreement.**

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

The forgoing represents the understandings reached between the IRS/JPO and Lane County upon matters referred to therein. Signed in duplicate in the English language

**IN WITNESS WHEREOF**, the parties have executed this MOU.

Lane County

IRS on behalf of DOJ/JPO

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Russel E. Burger  
Sheriff

\_\_\_\_\_  
Date

