

RESOLUTION OF DISSOLUTION
Linn County Emergency Telephone Agency (ETA)
Intergovernmental Agreement for Communications Services

WHEREAS, the Linn County Emergency Telephone Agency ("ETA" or "Agency") was established in 1986 pursuant to an Intergovernmental Agreement for Communications Services ("Agreement") entered into by the parties listed in Exhibit A of that Agreement; and

WHEREAS, at the time the ETA was established, Linn County was served by eight (8) separate Public Safety Answering Points (PSAPs / 911-centers); and as part of the consolidation plan required under ORS 401.750 at the time, only one (1) PSAP was selected to serve the county moving forward, which served as the primary purpose and impetus for the creation of the ETA; and

WHEREAS, under Section 4 of the Agreement, the Linn County Sheriff's Office was designated as the initial party responsible for the operation and administration of the PSAP, and the parties hereby reaffirm and designate the Linn County Sheriff's Office to retain responsibility for the operation and administration of the PSAP following the dissolution of the ETA; and

WHEREAS, on January 14, 2026, the ETA Service Provider Committee held a special meeting to vote on terminating the ETA, and members voted in support of terminating the ETA; and

WHEREAS, under Section 9 and Section 11 of the Agreement, the Agreement provides that it may be terminated by the parties upon approval by at least two-third (2/3) of voting parties; and

WHEREAS, the parties have determined that it is in the best interest of all members to formally dissolve the Emergency Telephone Agency and terminate the Agreement in an orderly manner; and

WHEREAS, this Resolution is being submitted to all parties still in existence listed in Exhibit A, and dissolution shall be effective upon approval by at least two-thirds (2/3) of parties, consistent with the amendment and termination provisions of the Agreement; and

WHEREAS, there no longer exists any equipment that is owned by any member that was transferred to, and current in use, in the PSAP;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. **Dissolution of Agency.** The Linn County Emergency Telephone Agency is hereby dissolved effective upon the date on which the requisite number of signatures approving this Resolution has been obtained, or such other effective date as is noted below ("Effective Date").
2. **Termination of Agreement.** The Intergovernmental Agreement for Communications Services is hereby terminated as of the Effective Date. All rights, duties, and obligations of the parties under the Agreement shall cease as of the Effective Date, except as otherwise provided herein.
3. **Notice to Members.** A copy of this Resolution of Dissolution shall be provided to all parties listed in Exhibit A of the original Agreement. By signing this Resolution, parties declare they are in favor of the Dissolution.
3. **Multiple Counterparts.** This Resolution may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one resolution binding on all parties. Each copy of this Resolution will constitute an original.
5. **Asset Distribution.** Upon dissolution, all equipment and funds owned or held by the Agency shall be transferred to and retained by the Linn County Sheriff's Office 911 Center (the PSAP). If no Agency assets exist, this provision shall be deemed satisfied.
6. **State Emergency Communication Tax Funds.** Any State Emergency Communication Tax funds held by the Agency will be transferred to and retained by the Linn County Sheriff's Office 911 Center to be used for the operations of the PSAP. All future Emergency Communication Tax funds designated for Linn County shall go to the Linn County Sheriff's Office to operate the PSAP as directed by ORS 403.240 - ORS 403.245.
7. **Effective Date of Dissolution.** The dissolution shall be deemed effective on: June 30, 2026, or upon the date the requisite two-thirds approval of parties is met, whichever is later.

INSTRUCTIONS FOR PARTIES:

Please review this Resolution of Dissolution along with the attached Exhibit 1 (original Agreement). By signing below you are declaring you are in favor of the Resolution of Dissolution. Please return signed copies to:

Contact Name: Andy Franklin

Title: Support Services Captain

Organization: Linn County Sheriff’s Office on behalf of the Emergency Telephone Agency

Address: 1115 Jackson St SE, Albany OR 97321

Email: afranklin@linnsheiff.org

Phone: 541-917-6681

Return Deadline: June 1, 2026

Note: Signed documents may be sent via mail to the above address, or scanned and emailed to the above email address. Signatures submitted through an Adobe Signature automated process will automatically be sent to the above contact, and no further action is required.

A signature indicates approval of dissolution of the Linn County Emergency Telephone Agency.

COUNTY SIGNATORIES

Party	Title	Signature & Date
Linn County	Commissioner	Name: Roger Nyquist Signature: _____ Date: _____
Linn County	Commissioner	Name: William Tucker Signature: _____ Date: _____
Linn County	Commissioner	Name: Sherrie Sprenger Signature: _____ Date: _____

Party	Title	Signature & Date
Linn County	Sheriff	Name: Michelle Duncan Signature: _____ Date: _____
Benton County	Commissioner	Name: Nancy Wyse Signature: _____ Date: _____
Benton County	Commissioner	Name: Pat Malone Signature: _____ Date: _____
Benton County	Commissioner	Name: Gabe Shepherd Signature: _____ Date: _____
Benton County	Sheriff	Name: Jef Van Arsdall Signature: _____ Date: _____
Lane County	Sheriff	Name: Carl Wilkerson III Signature: _____ Date: _____

MUNICIPAL SIGNATORIES

Party	Title	Signature & Date
City of Albany	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

Party	Title	Signature & Date
City of Brownsville	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Corvallis	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Eugene	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Halsey	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Harrisburg	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Lebanon	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Millersburg	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

Party	Title	Signature & Date
City of Scio	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Sodaville	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Springfield	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Sweet Home	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Tangent	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
City of Waterloo	Mayor, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

RURAL FIRE PROTECTION DISTRICT (RFPD) SIGNATORIES

Party	Title	Signature & Date
Albany Fire Department	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Brownsville RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Idanha/Detroit RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Halsey/Shedd RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Harrisburg Fire & Rescue	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Jefferson RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

Party	Title	Signature & Date
Lebanon RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
North Albany RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Palestine RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Scio RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Sweet Home RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Tangent RFPD	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

STATE SIGNATORIES

Party	Title	Signature & Date
Department of Forestry	District Forester, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____
Oregon State Police	Area Commander, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

OTHER SIGNATORIES

Party	Title	Signature & Date
Santiam Memorial Hospital	Chairman, or duly authorized representative	Name: _____ Title: _____ Signature: _____ Date: _____

This Resolution and all returned signature pages shall be compiled and retained as the official record of the dissolution of the Linn County Emergency Telephone Agency.

Exhibit 1

Correct as of Mtg of
11/19/86

INTERGOVERNMENTAL AGREEMENT

WHEREAS, ORS 401.710-.790 requires every public and private provider of emergency services to establish before January 1, 1991, an emergency telephone system; and

WHEREAS, ORS 190.003-.110 authorizes units of local government to jointly undertake functions or activities which individual units of government have authority to perform separately; and

WHEREAS, a plan for providing emergency telephone services in Linn County has been prepared as required by ORS 401.750.

NOW, THEREFORE, it is agreed by the parties:

1. Definitions.

a. PSAP: Public Safety Answering Point - Location at which all emergency telephone calls made using the universal number 9-1-1 will be first answered, and such additional services to members as may be authorized by the Service Provider Committee.

b. State ETS funds: State ETS (Emergency Telephone System) funds are those funds provided by ORS Chapter 401 and any subsequent legislation to accomplish the same or similiar purposes.

c. Designated Service Area: The designated service area for emergency telephone answering shall include the territory within the boundries of the following telephone exchanges:

<u>Telephone Company</u>	<u>Exchange Name</u>	<u>Exchange Number</u>
Roome Telecommunications	Halsey	369
Scio Mutual Telephone	Scio	394
Pacific Telecom, Inc.	Lebanon	258, 259, 451
	Sweet Home	367
	Brownsville	466
Pacific Northwest Bell	Albany	926, 928, 967
	Harrisburg	995
	Shedd	491

2. Agency Established.

There is established by this agreement the Linn County Emergency Telephone Agency (hereinafter called Agency). Every unit of state or local government, special district, or private firm which provides or has authority to provide fire-fighting, police, ambulance or emergency medical services in the Designated Service Area shall be a member of the Agency and entitled to appoint one representative to serve on the Agency on its behalf. An alternate may also be appointed to serve in the representatives absence. Initial Agency members are listed in Exhibit A.

The Agency shall meet as necessary at the call of the Chair of the Service Provider Committee or any three Agency members.

The Agency shall:

- a. Receive an annual report on PSAP operations and a financial audit.
- b. Contract for operation of the PSAP with another party or employ personnel, designate the Agency Representative for fiscal management of Agency funds, lease or purchase buildings, obtain insurance, and other such acts as are required to carry out the purposes of this agreement. The initial contract shall be with the Linn County Sheriff.

c. Recommend amendments to this Agreement to the members listed in Exhibit A.

3. Service Provider Committee.

There is established by this agreement the Service Provider Committee (hereinafter called Committee). Every unit of state or local government, special district or private firm which directly provides fire-fighting, police, ambulance or emergency medical services in the Designated Service Area shall be a member of the Committee and entitled to appoint one representative to serve on the Committee on its behalf. An alternate may also be appointed to serve in the representative's absence. For the purposes of defining this Committee, the term "directly provides" does not include entities which contract with another to provide staff and equipment on its behalf. Initial Committee members are listed in Exhibit A.

The Committee shall:

- a. Determine services provided to its members.
- b. Adopt an annual PSAP operating budget. The operating

budget shall be consistant with the requirements of section
6 Budgeting and Finance.

c. Adopt a five-year capitol improvement program for the
acquisition of communications equipment.

d. Approve operational procedures, policies, and standards
of service to be used by the PSAP.

e. Submit an annual report on PSAP operations to the Agency.

f. Insure that an audit is conducted on the funds of the
Linn County Emergency Telephone Agency and report findings
of the audit to the Agency.

g. Approve a training program for PSAP personnel.

h. Develop and administer a program of public relations
information.

i. Adopt a formula for distributing any costs of PSAP
operation which exceed annual State ETS funds. The formula
shall recognize that members may not all receive an equal
amount of services from the PSAP. It shall not require
members receiving no service or only call answering, call

transfer or call relay to pay any amount in excess of State ETS funds.

4. Linn County Sheriff's Office.

The initial operation and administration of the PSAP shall be the responsibility of the Linn County Sheriff.

The Sheriff shall:

a. Develop and recommend an annual operating budget to the Committee and administer the operations of the PSAP in conformance with the budget adopted by the Linn County Board of Commissioners.

b. Assist the Committee to prepare a capitol improvements program.

c. Recommend to the Committee operational procedures, policies, and standards. Conduct PSAP operations in accordance with procedures, policies, and standards approved by the Committee. Develop and use methods approved by the Committee for evaluating and reporting PSAP operations to the Committee.

d. Employ a PSAP Director and other personnel to perform PSAP services in accordance with applicable Linn County and Linn County Sheriff's Office personnel policies and procedures.

5. Agency and Committee Procedures.

The Agency and the Committee shall adopt their own bylaws for the conduct of their affairs; provided no decision shall be made without the affirmative vote of at least 33% of their respective memberships. An affirmative vote of at least 66% of the Agency shall be required to change responsibility for operation of the PSAP. Written notice and agenda topics for all meetings shall be mailed or personally delivered to each representative at least seven days prior to the meeting date. Special meetings may be called by the Chair or shall be called at the written request of any three representatives.

The PSAP Director shall act as a staff person for both the Agency and the Committee and shall attend all meetings thereof.

6. Budgeting and Finance.

a. If the PSAP commences operation on a date other than July 1, the budget schedule and process for that fiscal year shall be developed by the Committee subject to approval of the Agency.

b. Annually, a budget shall be developed and administered in accordance with the following schedule:

October 15 Committee representatives tentatively adopt any proposed changes in cost sharing formula and submits to their governing bodies.

November 15 Governing bodies submit comments on proposed changes in cost sharing formula to the Committee.

December 1 Committee adopts cost sharing formula.

January 1 Deadline for withdrawing from the agreement.

February 1 Committee adopts budget and notifies each governing body of its share of costs.

c. The first year cost of operating the PSAP shall be paid from State ETS funds received by members prior to the effective date of this Agreement. Subsequent years' basic operations shall be funded with State ETS funds received during the 12 months preceeding the fiscal year in which they are expended.

d. The Agency Representative for fiscal management shall establish a PSAP fund to which all revenues designated for operating the PSAP shall be credited and all expenditures shall be debited.

e. Each member assessed a fee for services beyond those provided by State ETS funds, shall transmit one-twelfth of its assessment to the Agency Representative by the 10th day of each month beginning with the month of July.

f. Each member which receives State ETS funds shall either authorize direct payment to the Agency Representative or shall forward such payments to the Representative within 10 days of their receipt. Such funds including interest earned thereon on hand on the date this Agreement becomes effective shall be transferred within 30 days to the Representative upon notice from the Committee.

7. Additional Services.

The Agency may provide to its members services such as direct dispatching of public safety personnel and communications equipment maintenance in addition to basic call answering call transfer or call relay.

8. Equipment.

Equipment to operate the PSAP shall be purchased by the Agency. Equipment owned by the members and transferred for use in the PSAP shall either be purchased from the member at fair market value or shall remain the property of the member. Upon termination of this Agreement, all equipment owned by the Agency and used for operation of the PSAP shall be appraised and the assets distributed to the members in proportion to their financial participation averaged over the preceding three fiscal years.

9. Amendments.

This Agreement may be amended by approval of two-thirds of

the parties to the Agreement.

10. Additional Members.

Following initial approval of this Agreement additional members may become parties upon approval by the Committee and signature of an addendum to the Agreement.

11. Term.

This Agreement shall be for a period of one year and shall extend from year to year thereafter until terminated by the parties. Individual parties may withdraw from the Agreement on July 1 of any year by notifying the Committee of its intent by the preceding January 1.

12. Effective Date.

This Agreement shall become effective upon approval of all parties listed in Exhibit A.

EXHIBIT A

LINN COUNTY 9-1-1 PLAN

INTERGOVERNMENTAL AGREEMENT

State and local jurisdictions and service providers eligible for membership on the Linn County Emergency Telephone Agency.

This Agreement shall be executed on behalf of each participant and shall be deemed adopted upon the date of execution by the last so authorized representative.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year endorsed with each signature:

COUNTY SIGNATORIES

~~Linn County Chairman, Board of Comm. Date~~

~~Linn County Commissioner Date~~

~~Linn County Commissioner Date~~

[Signature] *12/19/86*
~~Linn County Sheriff Date~~

~~Benton County Chairman, Board of Comm. Date~~

~~Benton County Commissioner Date~~

~~Benton County Commissioner Date~~

Donald N. Bush *12-29-86*
Lane County Sheriff Date

MUNICIPAL SIGNATORIES

William B. Bannock *12-16-86*
~~City of Albany Mayor Date~~

[Signature] *12-16-86*
~~City of Brownsville Mayor Date~~

Alan B. King
City of Corvallis Mayor 12-29-86
Date

Wade O. Douglas
City of ~~Eugene~~ HALSEY Mayor MAYOR 12-19-86
Date

Eunett G. Hall
City of ~~Halsey~~ EUGENE Mayor CIMER PUBLIC SAFETY 12-12-86
Date

Don Jensen
City of Harrisburg Mayor 12-19-86
Date

Robert Smith
City of Lebanon Mayor 12-10-86
Date

Wayton Wood
City of Millersburg Mayor Nov 13, 1986
Date

Kenneth Stanger
City of Scio Mayor 12-17-86
Date

Charles Hartung
City of Sodaville Mayor 12-11-86
Date

Sandra Rennie
City of Springfield Mayor 12-12-86
Date

Ruth Manta
City of Sweet Home Mayor 12-11-86
Date

James Wagner
City of Tangent Mayor Oct 23, 1986
Date

John J. Johnson
City of Waterloo Mayor Dec. 16, 1986
Date

RURAL FIRE PROTECTION DISTRICT (RFPD) SIGNATORIES

Warren Fisher
Albany RFPD Chairman 12/19/86
Date

Charles Hecker
Brownsville RFPD Chairman 12/19/86
Date

—
Detroit/Idanha RFPD Chairman —
Date

—
Halsey/Shedd RFPD Chairman —
Date

Dale Brode
Harrisburg RFPD Chairman 12/29/86
Date

<u>Jefferson RFPD</u>	<u>Chairman</u>	<u>12-11-86</u>
<u>Lebanon RFPD</u>	<u>Chairman</u>	<u>12/11/86</u>
<u>North Albany RFPD</u>	<u>Chairman</u>	<u>12-11-86</u>
<u>Palestine RFPD</u>	<u>Chairman</u>	<u>12/19/86</u>
<u>Scio RFPD</u>	<u>Chairman</u>	<u>12-17-86</u>
<u>Sweet Home RFPD</u>	<u>Chairman</u>	<u>12/11/86</u>
<u>Tangent RFPD</u>	<u>Chairman</u>	<u>12/29/86</u>

STATE SIGNATORIES

<u>Department of Forestry</u>	<u>District Forester</u>	<u>12-16-86</u>
<u>Oregon State Police</u>	<u>District Commander</u>	<u>12-16-86</u>

OTHER SIGNATORIES

<u>Santiam Memorial Hospital</u>	<u>Bd. Chairman</u>	<u>12-17-86</u>
<u>Lebanon Ambulance</u>	<u>Bd. Chairman</u>	<u>12/11/86</u>
<u>Sweet Home Ambulance</u>	<u>Bd. Chairman</u>	<u>12/11/86</u>
<u>RAND, DETROIT/IDAPA AMBULANCE</u>	<u>BD CHAIRMAN</u>	<u>12-17-86</u>