

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY

THIS AMENDMENT to the Washington County Consolidated Communications Agency Intergovernmental Agreement (“Intergovernmental Agreement”) is made and entered into, pursuant to ORS 190.010 and by and among the Cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, North Plains, Sherwood, Tigard, and Tualatin; the Fire Districts of Tualatin Valley Fire & Rescue, Washington County No. 2, Cornelius Rural Fire, Gaston Rural Fire, Tri-Cities Rural Fire; Forest Grove Rural Fire and Washington County (herein "participating jurisdictions").

WITNESSETH

WHEREAS the participating jurisdictions have previously entered into the Intergovernmental Agreement creating the Washington County Consolidated Communications Agency (“Agency”) for purposes of establishing and operating a public safety emergency communications system inclusive of a 9-1-1 jurisdiction as contemplated by ORS 401.710 to 401.790 that provides a cooperative and coordinated 9-1-1 primary public safety answering point for police, fire and emergency medical services for the benefit of all participating jurisdictions; and

WHEREAS, from time to time, by amendment, the Intergovernmental Agreement has been modified to provide, among other things, expanded membership in the Agency; and

WHEREAS the participating jurisdictions now desire to further amend the Intergovernmental Agreement to provide, among other things, for a Voting Board among the participating jurisdictions and assigning responsibilities thereto;

NOW THEREFORE, the Intergovernmental Agreement is hereby amended, with said amendments incorporated into the text of the Intergovernmental Agreement and the entirety of the Intergovernmental Agreement, as amended, set forth below.

TERMS AND CONDITIONS

1. WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY  
The participating jurisdictions hereby create a 9-1-1 jurisdiction responsible for the provision of 9-1-1 service and public safety communications and agree that the Agency will be under ORS 190.003; and known as the WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY.
  
2. POWERS AND AUTHORITY  
The Agency is vested with all powers, rights and duties necessary for performing the functions of a 9-1-1 public safety answering point and initiating appropriate response pursuant to ORS 401.710 to 401.790, including, but not limited to, contracting for such services.

Notwithstanding the above, it is understood and agreed that the City of Forest Grove shall be the 9-1-1 public safety answering point for all such phone calls originating in the City of Forest Grove, and further the City of Forest Grove shall forward those calls for fire and/or emergency medical services to the Agency and shall be responsible for dispatch of police services within the City of Forest Grove.

3. GOVERNING BODY AND VOTING BOARD

- a. The Agency shall be governed by a Board of Commissioners (herein "Board"), whose membership shall consist of voting and non-voting members. One representative from each participating jurisdiction shall constitute the Board. Each participating jurisdiction shall appoint, at its pleasure, one primary representative and one alternative representative, who may attend and participate, as provided herein, in all Board meetings in the absence of the participating jurisdiction's primary representative. Representatives and alternates shall be an elected official or employee of their respective participating jurisdictions.
  
- b. Only the herein identified participating jurisdictions' Board members shall have the authority to move, second or vote on any Agency Board action. These participating jurisdiction representatives shall be known as the Agency Voting Board. The Agency Voting Board will consist of those representatives of participating jurisdictions, singly or in combination, contribute one percent or more of the total user fees paid by all participating jurisdictions. Initially the Voting Board shall consist of representatives of the cities, of Beaverton, Hillsboro, Tigard, Tualatin, Forest Grove, Sherwood, and Cornelius; Washington County; and the Tualatin Valley Fire and Rescue. In addition the Voting Board shall include one representative selected by the City participating jurisdictions of King City, Durham, North Plains, Gaston, and Banks), and one representative selected by the participating Fire District participating jurisdictions of Cornelius Rural Fire Protection District, Tri-Cities Rural Fire Protection District, Gaston Rural Fire Protection District, and Washington County District #2.

Notwithstanding the above, the City of Forest Grove and the Forest Grove Rural Fire Protection District together shall appoint a single, primary representative and single alternate representative to the Voting Board.

- c. The Voting Board shall be responsible for
  - Approval and adoption of the Agency Strategic Plan
  - Approval and adoption of the Agency annual objectives and work plan
  - Adoption of general policy guidelines and performance standards for Agency service levels
  - Adoption of the Agency's annual budget
  - Approval of all contracts in amounts as authorized by Voting Board administrative directive.

- d. All meetings of the Voting Board and CEO Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.620. A majority of the members of the Voting Board shall constitute a quorum for purpose of deliberation and decision of the Agency. All decisions of the Voting Board, unless otherwise provided herein, shall require a majority vote of those representatives in attendance and voting.
- e. The Voting Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of Voting Board officers; 4) procedures for executing documents on behalf of Agency; and 5) CEO Board and User Committee rules of procedure.
- f. The Voting Board, at its first organizational meeting, shall elect a Chair and Vice-Chair. The Chair shall be an elected official unless there is no elected official on the Voting Board willing to accept the position of Chair. If an elected official is unavailable or unwilling to serve, any member of the Voting Board may be elected Voting Board Chair. The term of the Chair and Vice-Chair shall be two years, with elections held at the Board's first meeting in January of even-numbered years. The Chair, and in his/her absence the Vice-Chair shall preside over all Voting Board meetings. The Communications Director, or designee, shall act as Clerk of the Board and be responsible for providing notices of meetings and keeping of minutes, as required by Oregon Public Meetings Laws.

4. CEO BOARD

- a. There is hereby established a Chief Executive Officer's Board (herein "CEO Board") consisting of five (5) Voting Board participating jurisdiction representatives. The CEO Board shall consist of the Chair of the Voting Board (who shall be the Chair of the CEO Board); the Chief Administrative Officers or their designees from the two largest participating jurisdictions (as determined by the participating jurisdiction's user fee contribution), and two Chief Administrative Officer members who shall be appointed at-large by the Voting Board from the remaining participating jurisdictions. In the event the CEO Chair also represents one of the two largest participating jurisdictions, then three at-large members of the CEO Board shall be appointed, by the Voting Board, from the remaining participating jurisdictions. . The CEO Board shall designate a Vice-Chair at the first meeting of each year. In no case shall any jurisdiction have more than 1 member on the CEO Board.
- b. The CEO Board shall, among other things:
  - Nominate and recommend contract employment terms and conditions for the Agency Manager subject to Board ratification
  - Based upon the direction of the WCCCA Board of Commissioners, provide oversight and direction to the WCCCA Manager regarding all Agency operations
  - Adopt implementing policies and strategies for Agency service levels
  -

- Approve all other agency operating policies including personnel policies
  - Approve salary levels for all Agency employees subject to Board ratification
  - Recommend the Agency's annual budget to the Voting Board
  - Provide for an annual audit of the Agency's finances
  - Approve all contracts in amounts as authorized by Voting Board administrative directive.
  - Review all contracts over \$50,000 and make recommendations to the Voting Board
  - Serve as final step of grievance procedure for unclassified employees
  - Provide direction and advice to Director regarding labor negotiations and make recommendations to Board of Commissioners.
  - Perform other duties and responsibilities that may be assigned by the Voting Board.
- c. A majority of the members of the CEO Board attending a duly held meeting shall constitute a quorum for the purpose of deliberation and decision. Each CEO Board member shall have one vote. Approval of at least three (3) CEO Board members is required for any action.

5. TECHNICAL ADVISORY COMMITTEE

- a. There is hereby established a Technical Advisory Committee (herein "User Committee"), consisting of one representative appointed from each of the following agencies: Banks Police, Beaverton Police, Cornelius Police, Gaston Police, Hillsboro Police, King City Police, North Plains Police, Sherwood Police, Tigard Police Washington County Emergency Medical Services, Tualatin Police, Washington County Sheriff's Office, City of Durham, City of Forest Grove/Forest Grove Fire, Cornelius Fire, Gaston Fire, Tri-Cities Fire, Hillsboro Fire, Tualatin Valley Fire & Rescue, and Washington County Fire No. 2. It is understood that the User Committee shall include a single representative for the City of Forest Grove and the Forest Grove Rural Fire Protection Agency. User Committee representatives shall be employees of their respective agency.
- b. The User Committee shall 1) provide advice and counsel to the Board, CEO Board and Communications Director in matters of Agency operational priorities, policies and procedures; 2) review and recommend to the Communications Director for adoption by the Agency, Standard operating Procedures (herein "SOPs"); and 3) provide advice and counsel to the Communications Director in the development of the Agency's annual operating budget.

- c. A majority of the User Committee members in attendance at a duly held meeting shall constitute a quorum for the purpose of deliberation and decision. Each agency representative on the User Committee shall have one vote. All decisions of the User Committee shall require a majority vote of those representatives in attendance.
- d. The User Committee, at its first organizational meeting, shall elect a Chair and Vice-Chair for a one-year term. The User Committee shall meet at least quarterly, and at a time and place designated by its members. Special meetings of the User Committee may be called by the Chair or any two (2) members upon at least seven (7) days prior written notice to all User Committee members.

6. COMMUNICATIONS DIRECTOR

- a. The Board shall select and appoint a Communications Director, based upon administrative and technical competence.
- b. The Communications Director shall be the chief administrative officer of the Agency and be responsible for 1) Agency administration, personnel, purchasing and budget functions, in conformance with the policies and rules adopted by the Board; 2) dispatching, phone answering, recordkeeping, security and other Agency functions in conformance with the policies adopted by the Board; 3) hiring, training, discipline and/or discharge of all subordinate Agency personnel, subject to applicable Agency rules and policies; 4) attending and providing executive staffing of Board, CEO Board and User Committee meetings; and d) preparing and presenting to the Agency Budget Committee, not later than the first Monday in January, a proposed budget for the next budget year.

7. FUNDING

- a. The services of the Agency shall be funded from contributions from participating jurisdictions, including the relinquishment or assignment of each participating jurisdiction's 9-1-1 excise taxes. Participating jurisdiction contributions shall be made in the manner described in Appendix A attached hereto and known as the "User Formula." User Formula contributions shall be paid in four (4) equal installments and due no later than July 10, October 10, January 10, and April 10 of each year. Participating jurisdictions that elect to continue to receive 9-1-1 excise tax funds directly shall promptly forward those funds to be provided to the Agency in accordance with the User Formula as set forth in Appendix A.
- b. Notwithstanding the above, the City of Forest Grove shall keep any and all 9-1-1 excise tax funds it receives directly and shall not forward those to the Agency. In addition, Appendix A, the user formula, as applied to the City of Forest Grove, shall not attribute to the City of Forest Grove costs associated with police dispatch.

8. EQUIPMENT

- a. The Voting Board shall consider and adopt policies relating to ownership and maintenance responsibilities for equipment necessary for the operation of the Agency. Upon adoption of such policies by the Voting Board, the Communications Director shall cause them to be mailed to each participating jurisdiction's city manager or chief administrative officer, for purposes of review and/or comment and objection. If no participating jurisdiction provides the Communications Director with written objections to the policies, within 30 days of their mailing, it shall be assumed the policies are acceptable to the participating jurisdictions and the policies shall be deemed effective as of that date.
- b. In the event of Agency dissolution, equipment and furnishings not identified for return to a participating jurisdiction shall be sold, in accordance with applicable law, and the funds from such sale distributed to the participating jurisdictions in proportion to their funding contribution to the Agency for the preceding three (3) year period.

9. INCREASING MEMBERSHIP

The Voting Board shall develop a method for allowing Agency membership for other units of local government. New participating jurisdictions shall be accepted as members of the *Agency only upon unanimous approval* of all Board members. All participating jurisdictions shall be responsible for directly or indirectly providing an emergency service. Emergency services are police, fire or emergency medical services.

10. DURATION, WITHDRAWAL AND TERMINATION

This Agreement is perpetual and the Agency shall continue from year-to-year provided, however, 1) any participating jurisdiction may withdraw from the Agency upon providing written notice to the Chairman not later than June 30 of any year for withdrawal effective July 1 of the following calendar year; and 2) the Agency may be dissolved upon mutual agreement of all participating jurisdictions. A participating jurisdiction may withdraw from the Agency without written notice required herein, only if agreed to by all remaining participating jurisdictions. The governance and funding structure of this agreement may be subject to review by the Voting Board upon completion of 4 years from the effective date if a review is requested by at least one participating jurisdiction.

11. REMEDIES

If a participating jurisdiction withdraws from this Agency, but fails to provide necessary notice or to obtain mutual consent of all participating jurisdictions, the parties agree that the liquidated damages for such action shall be not less than the withdrawing party's share of the Agency's annual operation costs for the next fiscal year, as determined by the Agency's User Formula. In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, and as determined by the appropriate court.

12. AMENDMENTS

This Agreement may only be changed, modified, or amended upon three-fourths (3/4) vote of all participating jurisdictions.

13. EFFECTIVE DATE

This Agreement shall become effective when it has been authorized by resolution of a majority of the governing bodies of the participating jurisdictions identified herein. Notwithstanding paragraph 9, Increasing Membership, those participating jurisdictions that do not enter into this Agreement prior to its effective date, may become members of the Agency upon authorization by resolution of their governing bodies, provided such authorization is enacted prior to December 1, 1990. Any jurisdiction desiring to join the Agency after December 1, 1990, may do so subject to paragraph 9, Increasing Membership.

14. PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes the previous WCCCA Intergovernmental Agreement, however, any and all prior agreements of WCCCA and/or between the participating jurisdictions regarding cooperative and coordinated efforts to provide a 9-1-1 primary public safety answering point for police, fire and emergency medical services shall remain in full force and effect until modified, terminated and/or replaced by the participating jurisdictions. The WCCCA established pursuant to this Agreement shall maintain any and all rights and responsibilities of the previous WCCCA in regard to other persons or parties.

15. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

16. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer (s) who are duly authorized by resolution to execute this Agreement on behalf of the governing body of the below-named unit of local government.

**SIGNATURE LINES HERE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Banks

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Beaverton

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Cornelius

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Cornelius Fire District

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Durham

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Gaston

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Gaston Fire District

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Hillsboro

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of King City

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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City of North Plains

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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City of Sherwood

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City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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City of Tigard

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City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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City of Tualatin

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City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Tualatin Valley Fire & Rescue

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Washington County Fire District #2

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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Washington County

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
City of Forest Grove

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Tri-Cities Rural Fire Protection District

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

## APPENDIX A

### USER FORMULA

Agency costs shall be distributed to the users based on a per-console cost.

The base operating budget shall be determined and direct costs which can be identified to the listed divisions shall be directly allocated.

Divisions are as follows:

1. 9-1-1/Call Answering
2. Police Dispatch
3. Fire/EMS Dispatch
4. Technical
5. Administrative/Overhead

Indirect costs not identified to a division and technical division costs shall also be distributed to the listed divisions in the same proportion as direct costs.

The administrative/overhead costs shall be allocated to 9-1-1, police, and fire/EMS based on a direct labor ratio.

9-1-1 Excise Tax Revenue shall be directly forwarded from each participating jurisdiction receiving excise tax to the commission.

After each division has had all direct and indirect costs distributed, 9-1-1 revenue will be used to fund the 9-1-1 division. Excess 9-1-1 revenue will be distributed to offset costs to the police division and the fire/EMS division on a proportional share of 9-1-1 activity.

The fire/EMS dispatch console costs will then be apportioned to each fire user based upon a proportional share of actual incidents, based on the previous year's activity levels.

The police dispatch costs shall be apportioned to each user based on consoles used by each jurisdiction. In the event a console is shared by several jurisdictions, the console cost shall be apportioned based on the percentage of population served.

After actual costs for each jurisdiction are determined, the agencies represented by a combined Voting Board Representative (Cornelius Fire, Tri-Cities Fire, Gaston Fire, Washington County District #2, King City, Durham, North Plains, Gaston Police, Banks) shall have their adjusted costs determined. As adopted by the Board of Commissioners on 12-16-99, these members' fees may not increase by more

than 3% per year, using the FY 99-00 user fees as the base year. Any remaining increase is to be distributed to the remaining users proportionate to their share of the user fees for agencies without combined representation.

### USER FORMULA

The workload user cost distribution formula is prepared for the purpose of allocating operating costs to each user based on actual workload. Upon data becoming available, a full management report shall be directed to the CEO Board of the Commission for the review and adoption of a workload user formula. The revised formula shall be patterned directly from the following cost distribution workload formula.

Workload and user costs will be identified by cost center. 9-1-1 revenue for each user will be credited for each user's 9-1-1 costs as identified by the cost center. Should there be excess 9-1-1 revenue, the credit shall be applied to the user's dispatch cost centers, thereby assuring costs and revenue are directly applied to a jurisdiction and assuring no one entity subsidizes another's 9-1-1 costs.

All 9-1-1 Excise Tax Revenue received by each participating jurisdiction shall be directly forwarded to the Agency.

The operating budget of the Agency shall be prepared and costs allocated to users as identified in the following steps.

#### STEP 1. Identify Cost Centers.

A. Five (5) cost centers are identified:

- 1) Call Answering
- 2) Police Dispatch
- 3) Fire/EMS Dispatch
- 4) Technical Support
- 5) Administration/Overhead

#### STEP 2. Identify Operating Costs of Each Cost Center.

A. Call Answering:

Call answering costs include personnel staffing requirements, telephone line charges, and associated costs for 9-1-1 (basic or enhanced) and business calls (7-digit into the dispatch center). This call answering does not include administrative business calls.

B. Police Dispatch:

Police dispatch costs will include personnel staffing requirements for all police consoles and associated direct costs for police dispatch.

C. Fire/EMS Dispatch:

Fire/EMS dispatch costs include personnel staffing requirements and all associated costs for fire/EMS dispatch.

D. Technical:

Personnel requirements and equipment for technical support are the costs included in the technical cost center. (This does not include parts.)

E. Administration/overhead:

Staffing and costs associated with the general day-to-day operation, i.e., heating, electrical, insurances and supplies.

STEP 3. Apportion Administration/overhead.

Administration and overhead costs shall be charged to each cost center based on the cost center's share of total costs less administration and overhead.

STEP 4. Apportion Call Answering Costs to Users.

A. 9-1-1 Costs:

9-1-1 costs will be based on the proportionate time devoted to 9-1-1 call answering. Costs shall be allocated among all users based on the number of 9-1-1 calls for each user.

B. Business Calls (7 -digit) /Incidents:

The time allocated to business incident calls will be determined using the following process:

Using the average time for 9-1-1 calls and multiplying the number provided by the management system of business incident calls will yield the total time allocated to business incidents.

This figure shall be subtracted from the total time allocated to the business calls (provided by the call management system) thereby providing the time devoted to business calls generating incidents.

3. 7-digit business calls (incidents) shall be allocated to each user.

C. Business Calls:

The remaining amount of calls shall be allocated to each user based on the number of incidents per 9-1-1 and business/ incident calls as determined by police and fire/EMS dispatch.

STEP 5. Police Dispatch Allocation.

The costs, including administration and overhead, shall be allocated by consoles, i.e., sheriff consoles (county), and city consoles. The costs shall be allocated to each user based on incident activity level for each political jurisdiction based on the previous year's activity and workload.

Incident activity will be determined by number of dispatched incidents and number of officer-initiated incidents per jurisdiction.

STEP 6. Fire/EMS Dispatch.

Costs of the fire/EMS dispatch cost center, including administration and overhead, shall be apportioned to each user based on incidents for each jurisdiction.

STEP 7. Technical.

Costs of technical, including administration and overhead, shall be allocated based on previous year usage of each member.