

City of Sherwood, Oregon  
Resolution No. 90-474

A RESOLUTION AUTHORIZING THE CITY OF SHERWOOD TO BECOME A MEMBER OF THE WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY (WCCA), AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, jurisdictions within Washington County wish to cooperatively establish a consolidated Public Safety Communications system, inclusive of 9-1-1; and

WHEREAS, the Washington County Consolidated Communications Agency (WCCA) will provide cooperative and coordinated 9-1-1 primary public safety answering point and dispatch point for police, fire, and emergency medical services; and

WHEREAS, the governing body of WCCA shall have representation from each participating jurisdiction; and

WHEREAS, an Executive Board of five representatives appointed by the governing body shall be established, and a Letter of Agreement shall provide for adjunct Executive Board representation for participating jurisdictions who may consolidate communications operations; and

WHEREAS, the cooperative and coordinated communications agency will benefit the citizens of participating jurisdictions.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Agreement. The City of Sherwood authorizes the execution of the WCCA Intergovernmental Agreement and Letter of Agreement for Executive Board representation, attached hereto as Exhibit A.

Section 2. Telephones. This agreement is conditioned on WCCA providing toll free non-emergency telephone access to the City.

Section 3. Effective Date. This Resolution shall become effective upon approval and adoption.

Duly passed by the City Council on September 26, 1990.

Attest:

Polly Blankenbaker  
Polly Blankenbaker  
City Recorder

Norma Jean Oyler  
Mayor Norma Jean Oyler

INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY

THIS AGREEMENT, is made and entered into, pursuant to  
ORS 190.010 and by and among the Cities of Beaverton, Cornelius,  
Durham, Gaston, Hillsboro, King City, North Plains, Sherwood,  
Tigard and Tualatin; the Fire Districts of Tualatin Valley  
Fire & Rescue, Washington County No. 2; and Washington County  
(herein "participating jurisdictions").

WITNESSETH

WHEREAS the participating jurisdictions desire to  
establish a public safety emergency communications system  
inclusive of a 9-1-1 jurisdiction as contemplated by ORS 401.710  
to 401.790 to be known as the "Agency;" and

WHEREAS the Agency is to provide a cooperative and  
coordinated 9-1-1 primary public safety answering point and  
dispatch point for police, fire and emergency medical services  
for the benefit of the citizens of all participating  
jurisdictions.

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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.

3. GOVERNING BODY

a. The Agency shall be governed by a Board of Commissioners (herein "Board") consisting of one representative from each participating jurisdiction. Each participating jurisdiction shall appoint, at its pleasure, one primary

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representative and one alternative representative, who may attend all Board meetings and deliberate and vote 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. The Board shall be responsible for 1) appointment and establishment of employment terms and conditions, including compensation, of a Communications Director; 2) establishment of Agency service levels; 3) adoption of an annual operating budget, in accordance with ORS 294.900 to 294.930, including determination of participating jurisdiction assessments (in accordance with an agreed-upon User Formula); 4) provide for an annual audit of the Agency's finances; and 5) promulgate rules for the orderly management of Agency personnel matters.
- c. All meetings of the Board and E-Board shall be held in accordance with Oregon Public Meeting

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Laws, ORS 192.610 to 192.620. A majority of the members of the Board shall constitute a quorum for purpose of deliberation and decision of the Agency. Each participating jurisdiction's representative shall have one vote. All decisions of the Board, unless otherwise provided herein, shall require a majority vote of those representatives in attendance and voting.

- d. The 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 Board officers; 4) procedures for executing documents on behalf of Agency; and 5) Executive Board and User Committee rules of procedure.
- e. The Board, at its first organizational meeting, shall elect a Chairman, First Vice-Chairman and Second Vice-Chairman. The term of these officers shall be until January, 1992, and thereafter

these officers shall be elected at the Board's first meeting in January of even-numbered years and for two-year terms. The Chairman, and in his/her absence the First Vice-Chairman, and in his/her absence the Second Vice-Chairman, shall preside over all 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. EXECUTIVE BOARD

- a. There is hereby established an Executive Board (herein "E-Board") consisting of five (5) participating jurisdiction representatives appointed by the Board but including the Chairman, First Vice-Chairman and Second Vice-Chairman. The E-Board shall include the Washington County Board representative.
  
- b. The E-Board shall, among other things 1) consider applicants and make recommendations to the Board

for the position of Communications Director; 2) provide advice and counsel to the Communications Director in the development of the Agency's annual operating budget and recommend approval of an operating budget to the Board; 3) review policies and make recommendations relative to personnel, administrative operation and service level standards; 4) maintain oversight and assistance to the Communications Director; and 5) perform other duties and responsibilities which may be assigned by the Board.

c. A majority of the members of the E-Board attending a duly held meeting shall constitute a quorum for the purpose of deliberation and decision. Each E-Board member shall have one vote. Approval of at least three (3) E-Board members in attendance 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: 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, Beaverton Fire, Hillsboro Fire, Tualatin Valley Fire & Rescue, and Washington County Fire No. 2. User Committee representatives shall be employees of their respective agency.

- b. The User Committee shall 1) provide advice and counsel to the Board, E-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.

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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 Chairman, First Vice-Chairman, and Second Vice-Chairman 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 Chairman 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.

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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, E-Board and User Committee meetings; 5) preparing SOPs for User Committee review and consideration and Board adoption; and 6) 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 The services of the Agency shall be funded from contributions or assignment of monies from participating jurisdictions. Participating

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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. The Interim User Formula outlined in Appendix A shall become effective for allocation of Agency costs in Fiscal Year 91-92. Fiscal Year 90-91 costs will remain consistent for the Agency users based on the formula outlined in the adopted Fiscal Year 90-91 Agency budget. Fiscal Year 90-91 costs for participating jurisdictions consolidating communications operations prior to Fiscal Year 91-92 shall be determined based on actual costs incurred by the Agency for the consolidation of the participating jurisdictions. In addition to participating jurisdiction contributions, the Agency may apply for, and seek funding or money from, any available and appropriate source. The Agency's annual

operating budget shall be approved not later than the first Monday in March of each year for the ensuing fiscal year.

8. EQUIPMENT

- a. The 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 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.

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b. In the event of Agency dissolution, all equipment and furnishings shall, to the extent practicable, be returned to the participating jurisdiction that provided such equipment or furnishings. 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 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 Agency members. All participating jurisdictions shall be responsible for directly or indirectly providing an emergency service. Emergency services are police, fire or emergency medical services.

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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.
  
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.

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14. PRIOR AGREEMENTS The Intergovernmental Agreement establishing the Washington County Consolidated Communications Agency (WCCA), effective July 1, 1985, shall remain in full force and effect until the effective date of this Agreement. This Agreement, upon its effective date, supersedes the previous WCCA Intergovernmental Agreement, however, any and all prior agreements of WCCA 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 WCCA established pursuant to this Agreement shall maintain any and all rights and responsibilities of the previous WCCA 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.

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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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Beaverton

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Cornelius

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Durham

City Attorney  
APPROVED AS TO FORM

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Gaston

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Hillsboro

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of King City

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of North Plains

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Sherwood

City Attorney  
APPROVED AS TO FORM

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Tigard

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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City of Tualatin

City Attorney  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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Tualatin Valley Fire & Rescue

Legal Counsel  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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Washington County Fire  
District No. 2

Legal Counsel  
APPROVED AS TO FORM

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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Washington County

Legal Counsel  
APPROVED AS TO FORM

An interim user formula shall be utilized as the cost distribution formula prior to the installation of technological enhancements allowing for the collection of workload data. The following interim formula shall be utilized for the purpose of cost allocation based on per console costs. After technological enhancements have been implemented for a period of six (6) months, a data base shall be completed outlining workload activity data for each user. The workload user cost formula, outlined as "User Formula" and contained within Appendix A shall then be presented to the Board for adoption, prior to the implementation of the workload user cost formula.

INTERIM 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 years' 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.

### 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 Executive 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.

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

The operating budget of the Commission 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:

1. 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.

2. 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.

WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY

LETTER OF AGREEMENT

The participating jurisdictions of the "Washington County Consolidated Communications Agency" hereby agree to an interim process allowing for adjunct representation to the E-Board of the "Washington County Consolidated Communications Agency."

Adjunct representation to the E-Board will be provided for participating jurisdictions, responsible for the governance and operation of an existing communications center, who will ultimately consolidate personnel, operations, and governance of communications to the "Washington County Consolidated Communications Agency." Should a participating jurisdiction be appointed as an E-Board member, they shall not have adjunct representation. Adjunct E-Board representatives will be voting members.

Adjunct membership to the E-Board shall remain in effect for a period of six months after the effective date of the Intergovernmental Agreement.

Further extension of the six-month adjunct representation is subject to approval by the Agency Board of Commissioners.

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City of Beaverton

Date

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City of Cornelius

Date

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City of Durham

Date

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City of Gaston

Date

LETTER OF AGREEMENT

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City of Hillsboro

Date

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City of King City

Date

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City of North Plains

Date

Donna Jean Oph  
City of Sherwood

Date

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City of Tigard

Date

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City of Tualatin

Date

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Tualatin Valley Fire & Rescue

Date

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Washington County Fire  
District No. 2

Date

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Washington County

Date