

**9-1-1 EMERGENCY REPORTING SYSTEM SERVICES
AGREEMENT (“Agreement”)**

between

THE CITY OF SALEM,
an Oregon municipal corporation
(“Provider”),

and

CITY OF NEWPORT,
an Oregon municipal corporation, providing police and fire protection services
(“Subscriber”)

RECITALS

- A. This Agreement is entered into pursuant to Oregon Revised Statutes (ORS) Chapter 190.
- B. The purpose of this Agreement is to jointly plan the installation, maintenance, operation and improvement of a 9-1-1 emergency reporting system where Provider furnishes basic 9-1-1 emergency reporting system services as defined in Schedule A to Subscriber through its public safety answering point.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits, promises and covenants set forth herein, the Parties agree as follows:

- 1. **DEFINITIONS.** As used in this Agreement:
 - 9-1-1 Call** means a telephone call for service received over a 9-1-1 line.
 - 9-1-1 Emergency Reporting System Services (“9-1-1 Services”)** means those services particularly described in Schedule A, which is attached hereto and incorporated herein by this reference.
 - Advisory Board** means the WVCC Advisory Board created pursuant to this Agreement.
 - Business/Service Call** means a telephone or radio call for service handled by Provider for the Subscriber, and which is not a 9-1-1 Call.
 - E-Reports** means incidents where reports are taken by WVCC about criminal activity rather than dispatching a police officer.
 - Field-initiated Request** means a communication which is handled by Provider from one of Subscriber’s service units in the field.
 - Incident** means either a 9-1-1 Call, a Business/Service Call, or a Field-initiated Request as those terms are herein defined, that generate an entry in CAD for the Subscriber.

Public Safety Answering Point ('PSAP') means a 24-hour communications facility established as an answering location for 9-1-1 calls originating within a given service area.

Subscriber, where used in the plural or generic context (not capitalized), means any public agency subscribing to 9-1-1 Emergency Reporting System Services from Provider under an agreement similar to this Agreement.

Willamette Valley Communications Center ('WVCC') is the name used by Provider to refer to Provider's Public Safety Answering Point which provides 9-1-1 Emergency Reporting System Services.

2. **COMMUNICATIONS LINKAGE AND MAINTENANCE.** Subscriber shall independently, and at its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave signals to and from Provider's equipment and lines located at WVCC as necessary. Provider's responsibility is limited to accepting communications at WVCC and generating communications from WVCC compatible with Subscriber's communication links at WVCC. Provider shall have no responsibility for maintenance or support of communications lines and equipment except to contract with 9-1-1 network provider(s), or approved contractors for 9-1-1 and E-9-1-1 lines and equipment, and to provide for maintenance of other equipment and software internal to Provider's operation of WVCC.

3. **DISPATCH PROCEDURES.**
 - 3.1 Subscriber shall furnish Provider a complete copy of any proposed new or revised procedure which would affect Provider's operations no later than fourteen (14) days prior to such procedure's effective date, . Within fourteen (14) days after receipt, Provider shall notify Subscriber of any provision which is incompatible with Provider's operating needs. Unless Provider gives such notice, any such new or revised procedure shall be accepted and implemented by Provider no later than fifteen (15) days after its receipt.
 - 3.2 Notwithstanding paragraph 6.1, Subscriber may designate a particular procedure change as critical where that change is required by court order or other exigent circumstances. Provider shall, to the extent possible, implement immediate procedures which accommodate the change. If any such procedure is incompatible with Provider's operating needs, Provider shall notify Subscriber of the reasons therefore while still implementing the change to the greatest extent possible.
 - 3.3 If Subscriber and Provider cannot informally resolve any dispute under paragraph 6.1 or 6.2 as to dispatch procedures, either party may request that the dispute be reviewed by the Advisory Board as provided in paragraph 8.8.
 - 3.4 Provider shall train its personnel in Subscriber's procedures and regulations which Provider deems necessary for effective dispatch of and communications with Subscriber's personnel.
 - 3.5 Subscriber shall provide and continuously update Provider with current personnel work schedules and information necessary for Provider to contact Subscriber's

on-call personnel according to procedures established through the Advisory Board.

4. ADMINISTRATIVE RESPONSIBILITIES.

- 4.1 Provider shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise 9-1-1 Services provided under this Agreement. Provider shall have full discretion and authority to assign priority service among conflicting service demands at any given time.
- 4.2 Provider may contract to provide services to other agencies in its discretion; provided, however, Provider shall undertake no such obligation which has the effect of diminishing or degrading the level of 9-1-1 Services provided to Subscriber.

5. ADVISORY BOARD. To assure the best possible 9-1-1 Services to Subscriber and to other subscribers of 9-1-1 Services and to provide an avenue for operational and budgetary input from all subscribers of 9-1-1 Services, Subscriber shall be entitled to participate with other subscribers in an Advisory Board having the authority, responsibility and functions described in this Section 5.

5.1 SERVICE COMMITTEES: Two permanent committees are hereby formed to assist the Advisory Board: the Fire Service Committee and the Police Service Committee.

- 5.1.1 The Police Service Committee shall consist of one representative from each subscriber which provides law enforcement services, designated by the subscriber. The Fire Service Committee shall consist of one representative from each subscriber which provides fire protection services or ambulance services, designated by the subscriber.
- 5.1.2 Each subscriber agency shall select one alternate member for its designated service committee member. Alternates shall have the authority of the regular member at any meeting in the absence of the member for whom he or she is the alternate.
- 5.1.3 Each service committee shall elect a Chair for a one-year term; the Chair shall appoint a Vice-Chair.
- 5.1.4 The service committees shall meet as determined by their members, but they shall meet no less than quarterly.
- 5.1.5 Each service committee shall perform the following functions consistent with all applicable laws, ordinances, other agreements, and sound management practices:
 - A. Recommend phone answering and dispatch protocol, procedures and policies related to 9-1-1 Service delivery.
 - B. Recommend communications operator training criteria and program related standards.
 - C. Recommend equipment replacement and improvement in order to maintain a progressive standard within WVCC.

D. Recommend general dispatch standards including timeliness, unit designator, and radio language.

5.2 COMPOSITION:

5.2.1 The Advisory Board will consist of one member from each subscriber agency, and one representative chosen by Provider's Chief of Police.

5.2.2 The WVCC Director shall be the administrative staff person serving the Advisory Board, and shall act as a resource to all Advisory Board and Service Committee members to aid in establishing policies, procedures and dispatching protocol.

5.3 OFFICERS: The Advisory Board shall elect the following officers to serve one-year terms:

5.3.1 CHAIR: The chair will call and conduct all Advisory Board meetings. It is the responsibility of the Chair to notify all members of a meeting, select a site, and deliver all necessary materials.

5.3.2 VICE-CHAIR: If the Chair is from the police service, the Vice-Chair shall be from the fire service and vice-versa. The Vice-Chair shall preside in the Chair's absence.

5.3.3 SECRETARY: The secretary will be a non-voting staff member of the WVCC and will compile the minutes of all Advisory Board meetings, generate correspondence at the Advisory Board's direction, prepare meeting agendas as directed by the Chair, and maintain all records of the Advisory Board.

5.4 MEETINGS: The Advisory Board will meet on a quarterly basis. The next regular meeting date and location shall be established prior to adjourning each regular meeting. The Chair may call a special meeting at any time following a minimum of twenty-four (24) hours notice to all members. The Chair must call a special meeting within seventy-two (72) hours following a request to do so either by two or more members of either Service Committee or by the Provider's Chief of Police.

5.5 ELECTIONS: Elections shall be held at the regularly scheduled meeting in the second quarter of each calendar year, for terms beginning the following July 1.

5.6 RECORDS: The records of the Advisory Board will be kept by the Secretary. A location will be provided by WVCC as a permanent and accessible depository for all Advisory Board records. All Advisory Board correspondence will be in written form and copies of all correspondence shall be maintained with the Advisory Board's records.

5.7 ADVISORY POWERS: The Advisory Board and its service committees shall act in an advisory capacity to the Provider's Chief of Police and to the governing bodies of all 9-1-1 Services subscribers. Consistent with all applicable laws, ordinances, and other agreements, the WVCC Director shall comply with

recommendations regarding service delivery from the Advisory Board, after written approval from Provider's Chief of Police.

6. DISPUTE RESOLUTION:

- 6.1** An individual subscriber, having a concern affecting its service, may go directly to the WVCC Director to resolve the situation. If the issue is not resolved to the satisfaction of the subscriber, the subscriber may then go to its respective service committee.
- 6.2** If the issue is not resolved to the satisfaction of the subscriber before the service committee, the subscriber may bring the matter before the Advisory Board, which shall investigate and recommend a resolution to the subscriber and to the Provider's Chief of Police.
- 6.3** Should an individual subscriber raise a concern that substantially affects other subscribers or the overall functioning of WVCC, the WVCC Director shall refer the concern to the appropriate service committee. If the service committee cannot resolve the issue, the service committee Chair shall request a special meeting of the Advisory Board and bring the issue before the Advisory Board. The Advisory Board shall recommend a resolution to the Provider's Chief of Police and to all subscribers who may be affected.
- 6.4** The Advisory Board's responsibility is to review the facts surrounding any dispute or issue and attempt to mediate or resolve the dispute or issue. Should the Advisory Board fail to resolve the dispute or issue to the satisfaction of Provider and the Subscriber, the Advisory Board shall forward a complete report of its findings and its efforts at mediation to the governing bodies of the Provider and the Subscriber. Neither party shall initiate any action at law, nor resort to any other legally available remedy without first having followed the procedure required by this Section 6.

7. ANNUAL BUDGET RECOMMENDATION:

7.1 The WVCC Director shall seek the advice and recommendations of both the Fire Service Committee and the Police Service Committee prior to preparation of the WVCC proposed budget, including the desired service levels and subscriber assessments for each ensuing fiscal year. Prior to submitting the WVCC's proposed budget to Provider's budget officer, the WVCC Director shall submit a proposed budget to the Advisory Board for its approval and recommendation to Provider's budget officer. Failure of the Advisory Board to approve a proposed budget for WVCC within forty-five (45) days following its submission to the Advisory Board shall relieve the WVCC Director of the obligation to seek the Advisory Board's approval prior to submitting WVCC's proposed budget to Provider's budget officer for inclusion in the City of Salem's annual budget document as required by Oregon Local Budget Law.

7.2 The portion of Provider's budget document relating to WVCC shall be presented to the Advisory Board for its review no later than March 1 of each year and prior to its presentation to Provider's City Council and Budget Committee. The Advisory Board

may recommend an alternate budget for WVCC to Provider's City Council no later than April 1 of each year.

7.3 The Advisory Board and the WVCC Director shall abide by the budget adopted by Provider's City Council with respect to any and all fiscal matters affecting the financial responsibility of subscribers to 9-1-1 Emergency Reporting System Services. Any program or operational changes having expenditures requiring a supplemental budget under Oregon Local Budget Law must go through all budget preparation and review stages involving the Advisory Board and the service committees as set forth herein.

8. SELECTION AND EVALUATION OF THE WVCC DIRECTOR:

8.1 The Advisory Board will provide input into the selection process and actual selection of the WVCC Director, and may, from time to time, provide the Salem Chief of Police comment and criticism relating to the Director's job performance.

8.2 The Advisory Board shall annually report to the Salem Chief of Police its evaluation of the WVCC Director's performance during the preceding year, at a time just before the Director's continuous service date.

9. QUORUM: For purposes of voting on any issue, a quorum of the Advisory Board shall consist of six (6) members, a majority of which (4 or more) shall be required to approve any motion or other action.

10. FEES. Subscriber shall pay an annual fee for 9-1-1 Services under this Agreement. That fee shall be computed as provided in Schedule D which is attached hereto and incorporated herein by this reference. Fees shall be due and payable in advance in equal quarterly installments as set forth in Schedule D. Should Subscriber be in arrears in payment of its fees hereunder, such default shall not be deemed a material breach of this Agreement unless Subscriber's entire account balance is still unpaid more than forty-five (45) days after written notice is given by Provider of its intent to terminate this Agreement.

11. RISK ALLOCATION. Neither party nor its officers or employees shall be considered the agents of the other for any purpose. Each party agrees to indemnify the other from each and every claim related to or arising out of this Agreement which the indemnitor would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made, and (b) the loss or injury sustained by the claimant resulted from the acts, errors, or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity which may exist in favor of either party under Oregon law; the right to indemnity extends to the officers, employees and agents of the indemnified party for claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend, and save harmless.

12. TERM AND TERMINATION. This Agreement shall be in effect commencing July 1, 2012 (*Effective Date*), and shall continue in full force and effect until terminated by either party as provided herein. Either party to this Agreement may terminate the Agreement as of July 1 of a calendar year following written notice of its intent to terminate, with or without cause, by giving written notice of its intent to so terminate to the other not less than two hundred and seventy (270) days' prior.

13. AMENDMENTS. The parties may, from time to time, agree to amend the provisions of any schedule attached to this Agreement; provided, however, that the method used to compute Subscriber's annual fee as set forth in Schedule D shall not be amended unless all other subscribers agree to a like amendment. Costs associated with expansion of services (except E9-1-1 as provided in paragraph 2 of Schedule D) or new (not replacement) equipment shall not be included in the calculation of the basic service fee without the consent of a majority of all subscribers. All amendments shall be in writing and shall be signed by the parties' duly authorized representatives. As used in this section, "replacement equipment" means equipment which replaces a function previously performed by other equipment owned or leased by Provider and which must be replaced because its repair or maintenance cost equals or exceeds its fair market value.

14. COMPLETE AGREEMENT.

14.1 Schedules A, C and D, referenced herein, are hereby incorporated into this Agreement as though fully reproduced herein.

14.2 This Agreement represents the complete and integrated understanding of the parties with respect to all particulars covered herein. All prior agreements, written and oral, are hereby cancelled. No prior written or oral representation, negotiation, or statement which conflicts with the terms of this Agreement shall be considered to in any way modify, abridge, or invalidate any provision hereof, and no evidence of such shall be admitted in any proceeding in which the terms and application of this Agreement are at issue.

15. INSURANCE. Subscriber agrees to obtain and maintain in full force at all times during the term of this Agreement, a policy of general liability insurance with liability limits of at least three million dollars (\$3,000,000). Each policy of such insurance shall be per "occurrence" and not on a "claims made" form, and shall list as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to any claims arising out of this Agreement. Subscriber, as a government body, may fulfill the insurance obligation listed above through a program of self insurance, provided that such self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage as that listed above.

16. WORKERS' COMPENSATION. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon.

18. UNENFORCEABLE PROVISIONS. In the event any provision of this Agreement is held to invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

19. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delay in performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

20. NOTICE. Whenever notice is required or permitted to be given under this Agreement, such notice shall be in writing and shall be given by: 1) personal delivery; 2) by sending via a reputable commercial overnight courier; or 3) by mailing using registered or certified United States mail, return receipt requested, postage prepaid. All notices shall be sent to the address(es) set forth below or to such other address as each party may specify in writing:

IF TO PROVIDER:

Chief of Police
City of Salem
555 Liberty Street SE, Room 130
Salem, Oregon 97301

IF TO SUBSCRIBER:

City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Notice delivered by personal delivery shall be deemed to be given upon actual receipt. Notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**CITY OF SALEM, OREGON
(PROVIDER)**

By: _____
Linda Norris, City Manager

Date: _____

**CITY OF NEWPORT, OREGON
(SUBSCRIBER)**

By: Jim Voetberg

Printed Name: Jim Voetberg

Title: City Manager

Date: 6/13/12

Approved:

Salem Chief of Police

SCHEDULE A
9-1-1 EMERGENCY REPORTING SYSTEM SERVICES

NOTE: "Mutual Assistance" as used herein means that Subscriber shall provide timely revisions and changes as such revisions or changes come to Subscriber's attention, and Subscriber shall, upon request, assist in researching information relative to files and schedules maintained by WVCC.

Provider shall deliver the following services pursuant to the Agreement:

- 1) Answering Business/Service Calls and 9-1-1 Calls.
- 2) Dispatching Business/Service Calls and 9-1-1 Calls.
- 3) Computer-Aided Dispatching Services: Computer-Aided Dispatching (CAD) is the computerized program that allows communication capabilities between a call-taker and dispatcher for the assignment of the event, or call for service, to a field unit. The objectives of CAD are to:
 - a. Increase the speed and accuracy of dispatching field units, therefore reducing response times.
 - b. Increasing officer safety by improving the information available to field units.
 - c. Collecting and supplying information concerning calls for service, supporting unit response and decision making.
 - d. Maintaining location and response time information pertaining to each call for service, providing a faster and more accurate record keeping and retrieval system.
 - e. Supplying each subscriber agency with current "management" and incident" reports.
- 4) Notification services for "public safety purposes." (District Attorney, Medical Examiner, Chaplains, department heads/supervisors for administrative purposes, etc.)
- 5) Radio broadcasts of "attempts to locate," "all point bulletins," and "administrative messages," including the screening of teletypes and supplying information to the proper jurisdiction.
- 6) Respond to requests made by field units for information from: the Department of Motor Vehicles (DMV), National Crime Information Center (NCIC), and Oregon Law Enforcement Data Systems (LEDS), as well as police Records Management Systems (RMS) such as PRIORS or CopLink, as applicable to Subscriber.
- 7) Maintaining (with mutual assistance as described above) an equipment resource file, responsible persons file, personnel call-up list and a department personnel work schedule.
 - a. Equipment resource file. (Tows, public works or private emergency capabilities and mutual aid programs).
 - b. Responsible persons file. (Maintenance of information allowing notification of responsible persons when private property is involved in an incident requiring the owner or Responsible Person's presence to conduct an investigation).
 - c. Maintain department personnel call-up roster for emergency call back purposes.
- 8) Facilitate field officers to receive and request public safety telephone messages via WVCC.
- 9) Maintain Geographic Information System (GIS) data layers: These layers will be established by each subscriber agency in conjunction with WVCC to cover geographic requirements within the

CAD system. These layers contain street, block and intersection information which will be coded with police response information. The GIS data enables the CAD system to:

- a. Verify locations.
 - b. Identify jurisdictional responsibility.
 - c. Assign reporting area and district numbers to the dispatch data record.
 - d. Support the Enhanced 911 program by providing current and accurate information for jurisdictional responses.
- 10) Maintain and update (with mutual assistance) an "Enhanced 9-1-1 Telephone Service" as defined in ORS 403.105(5).
 - 11) Maintain backup and/or redundant radio and telephone equipment; also providing backup emergency power for radio and telephone service for WVCC.
 - 12) Maintain digital recordings of all telephone and radio communications, providing easy retrieval at the subscriber's request. Digital copies of radio transmissions or telephone calls will be provided upon request.
 - 13) Monitor emergency "direct line" phones terminating at WVCC, if provided by Subscriber. All such direct phone lines shall be purchased and maintained by the Subscriber.
 - 14) Monitoring of specific types of "Alarm Systems" for public safety facilities such as panic alarms at the appropriate county jail. Systems so monitored shall be confined to those approved by the WVCC Director and the scope of such monitoring shall be limited to alarm response notifications. Access and maintenance of connectivity to the "Alarm Systems" is the responsibility of the Subscriber.
 - 15) Monitoring and dispatching over a Law Enforcement Frequency, Emergency Management Frequency, Search and Rescue Frequency or Local Government Frequency is for public safety purposes. There shall be no additional fee charged by the Provider for this service; however, the Subscriber shall provide all necessary equipment, connectivity, licensing and/or approval to use the frequency at its own expense.
 - 16) WVCC will act as a support unit during the activation/operation of Subscriber's emergency operations center.
 - 17) Provide Subscriber data from CAD records related to Subscriber's incidents. Such data shall be limited to that information captured by CAD during normal conduct of operations and reasonable effort shall be made to provide data in a form usable by Subscriber, as determined by the WVCC Director.
 - 18) Establishing, by the Effective Date of the primary Agreement, Performance Standards for the handling of emergency and non-emergency calls for service and determining through random review that such Standards are being met.

SCHEDULE C
EXPANDED 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES

1. **EXPANDED SERVICES:** None.

SCHEDULE D
FEE SCHEDULE FOR 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES
As Amended in March 2007

1. **SUBSCRIBER'S FEES:** Subscriber's 9-1-1 Services Fees shall be allocated by Provider as a proportionate share of Provider's adopted budget for WVCC operations according to the standards set forth in this Schedule D. Within WVCC's adopted budget, certain controls are set, known as "Cost Distribution Factors." Regardless of the size of the adopted budget, if that budget contains "resource units" beyond the levels allowed herein, the *assumed budget* to be used for the purposes of fee calculation shall be based only upon the Cost Distribution Factors as set and modified pursuant to this Section 1. .

1.1 Cost Distribution Factors: "Minimum" and "work" or "calls" figures for resource units known as "positions," "consoles," "terminals," and "lines" necessary to support the operation of WVCC, shall be computed annually and allocated to "cost centers." "Minimum" resources are those assumed to be necessary to provide service to one subscriber generating only one call or incident per shift each day and is based on the population served by subscriber. "Work" and "call" resource units may be increased or decreased where necessary to maintain an acceptable level of 9-1-1 Service during the ensuing fiscal year.

1.2 Cost Allocation Factors: The Subscriber's basic 9-1-1 Service fee shall be based on the total of all applicable fees from those fees set forth below. The individual fees shall be computed as follows:

- A. **9-1-1 Call Taking Minimum Fee:** WVCC's annual budget for 9-1-1 Call Taking divided by the total service area population of all subscribers to 9-1-1 Services, averaged over the previous three (3) calendar years, multiplied by the Subscriber's service area population averaged over the previous three (3) calendar years shall equal the Subscriber's 9-1-1 Call Taking Minimum Fee. For subscribers providing law enforcement, fire and ambulance service within a given service area (e.g. when a subscriber provides **both** police and fire protection), the subscriber's service area population used in the calculation shall be doubled. For subscribers providing law enforcement and either fire or ambulance service (but not both) within a given service area, the subscriber's service area population used in the calculation shall be multiplied by a factor of one and one-half (1.5). For subscribers providing **only** fire or only ambulance service within a given service area (e.g. a fire district that does not respond to medical calls), the subscriber's population used in the calculation shall be reduced by one half (50%).
- B. **9-1-1 Call Taking Work Fee:** WVCC's annual budget for 9-1-1 Call Taking Work divided by the total of 9-1-1 Calls processed by WVCC, averaged over the previous three (3) calendar years, and then multiplied by

the total number of 9-1-1 Calls received from Subscriber's service area, averaged over the previous three (3) calendar years, shall equal the Subscriber's annual 9-1-1 Call Taking Work Fee. The number of 9-1-1 Calls used in this fee calculation shall be based upon the best available information.

- C. **Business/Service Calls Fee:** WVCC's annual budget for Business/Service Calls divided by the total of Business/Service Calls processed by WVCC, averaged over the previous three (3) calendar years, multiplied by the Subscriber's number of Business/Service Calls, averaged over the previous three (3) calendar years, shall equal the Subscriber's annual Business/Service Calls Fee. The number of Business/Service Calls used in the fee calculation shall be based upon the best available information.
- D. **E-Reports Fee:** WVCC's annual budget for E-Reports divided by the total of E-Reports processed through WVCC, averaged over the previous three (3) calendar years, multiplied by the Subscriber's number of E-Reports, averaged over the previous three (3) calendar years, shall equal the Subscriber's annual E-Report Fee. The number of E-Reports used in this fee calculation shall be based upon the best available information.
- E. **Police Dispatch Minimum Fee:** WVCC's annual budget for *police dispatch position minimum* divided by the total police population served by the position, multiplied by the Subscriber's police population served by the position shall equal the annual Police Dispatch Minimum Fee. The police population used in this fee calculation shall be the average of the previous three (3) calendar years.
- F. **Police Dispatch Work Fee:** WVCC's annual budget for *police dispatch position work* divided by the total annual police incidents served by the position, multiplied by the Subscriber's annual police incidents served by the position shall equal the annual Police Dispatch Work Fee. The number of police incidents shall be based upon the best available information. The annual incidents used in this fee calculation shall be the average of the previous three (3) calendar years.
- G. **Fire/Ambulance Dispatch Minimum Fee:** WVCC's annual budget for *fire dispatch position minimum* divided by the Subscriber's total fire and ambulance service population served by the position, multiplied by the Subscriber's fire and ambulance population served by the position shall equal the annual Fire Dispatch Minimum Fee. The population used in this fee calculation shall be the average of the previous three (3) calendar years. For subscribers providing only fire or only ambulance service within a service area, the subscriber population used in the calculation should be reduced by one half (50%).

H. **Fire Dispatch Work Fee:** WVCC's annual budget for *fire dispatch position work* divided by the total annual fire incidents served by the position multiplied by the Subscriber's annual fire incidents served by the position shall equal the annual Fire Dispatch Work Fee. The number of fire incidents used in this fee calculation shall be based upon the best available information. The annual incidents used will be the average of the previous three (3) calendar years.

I. **Ambulance Dispatch Work Fee:** WVCC's annual budget for *ambulance dispatch position work* divided by the total annual ambulance incidents processed by the position, multiplied by the Subscriber's annual ambulance incidents shall equal the annual Ambulance Dispatch Work Fee. The number of ambulance incidents used in this fee calculation shall be based upon the best available information. The annual incidents used will be the average of the previous three (3) calendar years.

1.3 **Population Determination:** Population shall be determined by the most recent Portland State University census. For political boundaries not recognized by said census, Subscriber shall seek an alternate source for population figures and shall submit such population figures and the source thereof to WVCC for approval.

1.4 **Other Agreements:** Provider warrants to Subscriber that it will enter into no agreement with any other subscriber which provides for a different method of calculating basic service fees for Provider's 9-1-1 Services than the methods set forth herein.

2. **EXTENDED SERVICE FEE:** Subscriber may annually request renewal or modification of the extended services contained in Schedule C. Provider shall quote a fee for such request based on the cost to Provider in extending those services. Provider's "cost" shall take into consideration the total cost of providing such services to other subscribers requesting similar service so as to distribute the cost equitably among all such subscribers.

3. **SURPLUS CREDIT:** If the actual cost of operating WVCC is found to be less than the total subscriber fees paid by each subscriber (including an amount equal to the premium Provider would have paid as a subscriber), after the accounts of WVCC's operation are closed and audited following any fiscal year, the surplus shall be applied to reduce the current year's fees of all subscribers who were also subscribers during the year in which the surplus was generated, by the proportion each such subscriber's fee contributed to the total fees collected from all such subscribers during the year for which the surplus was generated.

4. **PAYMENT SCHEDULE:** Subscriber shall pay its total 9-1-1 Services Fees in advance in equal quarterly installments. Quarterly installment payments shall be due

and payable on the following dates: July 30, September 30, December 31, and March 31.