

# COMMUNICATIONS SERVICES

## SUBSCRIPTION-AGREEMENT

Between

**THE CITY OF MEDFORD**  
an Oregon Municipal corporation,  
*Provider*

and

**THE CITY OF ASHLAND**  
an Oregon municipal corporation,  
*Subscriber.*

1. **AUTHORITY.** This Agreement is entered into pursuant to ORS 190.010 (4)
2. **PURPOSE.** By this Agreement, the Provider shall furnish basic emergency communications services as herein defined, together with extended services as set forth in Schedule C (*Extended Service*)
3. **DEFINITIONS.** As used in this Agreement:

***Basic emergency communications service (basic service)*** means those services particularly described on Schedules A and B for fire and police agencies, respectively;

***Board*** means the Medford Communications Center Board.

***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.

***CCOM***, is an acronym that stands for Central Communications

***Extended services*** are particular services provided by Provider beyond those included as *basic service*, particularly described on Schedule B.

***Field-initiated request*** means a communication which is handled by Provider from one of the 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 generates an *incident number* for the Subscriber.

***Manager***, means the Medford 9-1-1 CCOM Communications Manager.

***9-1-1 call*** means a telephone call for service received over a 9-1-1 line.

***Provider*** means the City of Medford

***SORC*** is an acronym that stands for the Southern Oregon Regional Communications Center

***Subscriber***, where used in the plural or generic context (not capitalized) means any public agency

subscribing to basic service from Provider under similar contract.

**Supervisor**, means the Medford 9-1-1 CCOM Communications Supervisor.

**System Delivery and Services**, the shared computer aided dispatch, police, fire, and EMS System intended to serve the parties as referenced in this agreement. End user participation and connectivity to the system shall be the responsibility of the user. An agency wishing to access the system shall be directly responsible for the purchase of all specified equipment, licenses, and installation services. An agency accessing the system shall be responsible for all maintenance, upgrades, and replacement of their equipment.

4. **COMMUNICATIONS LINKAGE AND MAINTENANCE.** Subscriber shall independently, 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 receiving point. Provider's responsibility is limited to accepting communications at its center and generating communications compatible with Subscriber's communications links. Provider shall have no responsibility for maintenance or support of communications lines and equipment except to contract with Qwest Communications, its subsidiaries, successors 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 required for Provider's effective operation of the system.

## 5. **DISPATCH PROCEDURES**

5.1 Not later than 14 days prior to its effective date, Subscriber shall furnish Provider a complete copy of any proposed new or revised procedure, which would affect Provider's operations. Within 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 15 days after its receipt.

5.2 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.

5.3 If Subscriber and Provider cannot informally resolve any dispute under paragraph 5.1 or 5.2 as to dispatch procedures, either party may request that the differences be reviewed by the Board, as provided in paragraph 7.6.

5.4 Provider shall train its personnel in those of Subscriber's procedures and regulations, which Provider deems necessary to effectively dispatch and communicate with Subscriber's personnel. Provider will train Subscriber's personnel as need is determined by Provider and Subscriber. Training of Subscriber's personnel will consist of radio procedure, introduction and review of the emergency communications system, and topics that the Subscriber and Provider agree will promote efficient and effective use of the communications system.

5.5 Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel.

## 6. **ADMINISTRATIVE RESPONSIBILITY.**

6.1 Provider shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. Provider shall have full discretion and authority to assign priority service among conflicting service demands at any given time.

6.2 Provider may contract to provide services to other agencies at its discretion; however, Provider shall undertake no such obligation which has the effect of diminishing or degrading the level of service provided to Subscriber.

7. **BOARD.** To assure the best possible service to the Subscriber and other subscribers, and to provide an avenue for operational and budgetary input from the subscribers, the Subscriber shall be entitled to participate with other subscribers in a Board, having the authority, responsibility and functions described in this section.

7.1 The Board shall perform the following functions consistent with laws, ordinances, other agreements, and sound management practices:

- A. Recommend phone answering and dispatch protocol, procedures and policies related to service delivery (including participation in determining 911/PSAP service if such service is transferred to another entity).
- B. Recommend dispatcher training criteria and program related standards.
- C. Recommend equipment replacement and improvement in order to maintain a progressive standard within the communications center.
- D. Recommend general dispatch standards including timeliness, unit designator, and radio language.

7.2 **COMPOSITION:** The Board shall consist of one representative from each subscriber agency chosen by the Subscriber Agencies as provided in this section, and one representative chosen by the Medford Chief of Police.

7.2.1 The Manager shall chair the Board and serve as the Board representative for the Medford Police Department. In the absence of the Manager, the Manager shall designate a representative to chair the Board. In the absence of a Subscriber Agency representative, the Subscriber shall designate a representative to act on its behalf.

7.3 **MEETINGS:** The Board shall meet on a semi-annual 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 by any member of the Board, or by the Medford Police Chief. Meetings shall be held to correspond with the Manager's annual budget recommendation to the Board, on or about February 1. The second meeting shall be held following the termination of the fiscal year, on or about July 1.

7.4 **RECORDS:** The Chair shall keep the records of the Board. A location shall be provided by the Medford Communications Center as a permanent and accessible depository for all Board records. All Board correspondence shall be in written form and

copies maintained with the Board's records. Subscribers shall be provided a copy of all Board meeting records.

7.5 **ADVISORY POWERS:** The Board is advisory to the Chief of Police of the City of Medford, and to the governing bodies of Medford Communications Center subscribers. Consistent with laws, ordinances, and other agreements, the Medford Communications Center Manager shall comply with recommendations regarding service delivery from the Board, after approval by the Chief of Police of the City of Medford.

7.6. **DISPUTE RESOLUTION:**

7.6.1 An individual subscriber having a concern affecting its service, may go directly to the Manager to resolve the situation. If the issue is not resolved to the satisfaction of the subscriber, the subscriber may then go to the Board.

7.6.2 If the issue is not resolved to the satisfaction of the subscriber by the Board, the subscriber may bring the matter before the Chief of Police of the City of Medford, who shall investigate and recommend a resolution. In the event the issue is not resolved by the Chief of Police to the satisfaction of the subscriber, the subscriber may appeal to the City Manager of the City of Medford.

7.6.3 Should Subscriber raise a concern that substantially affects other subscribers or the overall functioning of the center, the Manager shall refer the concern to the Board.

7.6.4 The Board's responsibility is to review the facts surrounding the dispute and attempt to mediate. Should the dispute be unresolved after the efforts of the Board, the 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.

7.7 **ANNUAL BUDGET RECOMMENDATION:**

7.7.1 The Manager shall seek the advice and recommendations of the Board to prepare his or her proposed budget, including desired service levels and subscriber assessments for each ensuing fiscal year. Prior to submitting a budget to the Chief of Police, the Manager shall submit a proposed budget to the Board for approval and recommendation to the City's budget officer. Failure of the Board to approve a budget within two weeks prior to the deadline for submitting the budget to the Medford Finance Department shall relieve the Manager of obligation to seek Board approval.

7.7.2 The Board and the Manager shall abide by the budget adopted by the Medford City Council with respect to any and all fiscal matters affecting the financial responsibility of subscribers to the Medford Communications Center. 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 Board, as set forth herein.

8. **FEES.** Subscriber shall pay an annual fee for services under this Agreement. That fee shall be

computed as provided in Schedule C (*Fee Schedule*). Fees shall be due and payable in advance in equal quarterly installments as set forth in Schedule C. Should Subscriber be in arrears in payment of its fees hereunder, such default shall not be deemed a material breach unless Subscriber's entire account balance is still unpaid more than 45 days after written notice by Provider of intent to terminate.

9. **RISK ALLOCATION.** Neither party or its officers and employees shall be considered the agents of the other for any purpose. Each party agrees to indemnify the other from each and every claim 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 complainant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is responsible under the Oregon Tort Claims Act. 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; and the right to indemnity extends to officers, employees, and agents of the indemnitee 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.
10. **TERM AND TERMINATION:** This Agreement shall be in effect commencing on the date of execution as set forth below and ending June 30, 2008. This Agreement shall be automatically renewed after the original term unless either party provides notice to the other as provided in this paragraph eleven.
11. **RENEWAL.** Either party may terminate this Agreement at the end of the original term (June 30, 2008) without penalty or cause, by written notice of intent to terminate delivered to the other party no later than January 1, 2007. If no such notice is given the Agreement is automatically extended and shall remain in effect between the parties unless terminated in the following manner: After the end of the original term, the agreement may be terminated at the end of any fiscal year, without penalty or cause, by written notice of intent to terminate delivered to the other party no later than 18 months prior to the end of that fiscal year. Payment of fees shall be established pursuant to Schedule "C", attached.
12. **AMENDMENTS.** The parties may, from time to time, agree to amend the provisions of any schedules attached to this Agreement; provided, however, that the method used to compute Subscriber's annual fee as set forth in Schedule C shall not be amended unless all other subscribers agree to similar amendment. Costs associated with expansion of services, or new (not replacement) equipment shall not be included in the calculation of the basic service fee without the consent of all subscribers. All amendments shall be in writing, and 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.

The proposed extended service agreement (Schedule "B") includes: participation in the Computer Aided Dispatch (CAD), Records Management System (RMS), Mobile Data Computer System (MDC), CAD/MDC interface, Paperless Report Writing System, and MDC/RMS interface.

### 13. COMPLETE AGREEMENT

13.1 Schedules A, B, C, and D, referenced herein above, are hereby incorporated as part of this Agreement as though fully reproduced herein.

13.2 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 canceled. No prior written or oral representation, negotiation, or statement which conflicts with the terms hereof 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.

14. **NOTICE** Any notice required to be given to Provider under this Agreement shall be given to Provider's Chief of Police. Any notice required to be given to Subscriber under this Agreement shall be given to Subscriber's Chief of Police.

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

CITY OF MEDFORD, OREGON

THE CITY OF ASHLAND

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Chief of Police  
City of Medford

\_\_\_\_\_  
Chief of Police  
City of Ashland

## **SCHEDULE A**

### **BASIC EMERGENCY COMMUNICATIONS SERVICE FOR POLICE, FIRE AND MEDICAL AGENCIES**

1. Answer “business/service” and “9-1-1 emergency” calls for service.
2. Dispatch “business/service” and 9-1-1 emergency” calls for service.
3. Dispatching operations will be conducted with the use of a computer aided dispatching system, of which Ashland is a member of the regional CAD project.
4. Maintain and record unit status and availability.
5. Paging services for “public safety purposes”. (Shall include paging Ashland Public Works for emergencies.)
6. Radio broadcasts of “administrative messages”, “attempts to locate”, “all-point bulletins”, and “Street Closure Announcements”. This includes screening of teletypes and supplying that information to the proper jurisdiction.
7. Provide DMV (Department of Motor Vehicle), NCIC (National Crime Information Center) LEADS (Oregon Law Enforcement Data System), and Jackson County regional automated information as requested by field units and the Subscriber.
8. Maintain (with mutual assistance) an equipment resource file, responsible persons file, personnel call-up list, programming for CAD files, and department personnel work schedule.
9. Provide public safety telephone messages via the Communications Center.
10. Maintain backup radio and telephone equipment; also provide backup emergency power for radio and telephone service for the Communications Center.
11. Maintain recordings of all telephone and radio communications, provide retrieval at the subscriber’s request. Audio-cassette copies will be provided at the subscriber’s request.
12. Answer “business/service/emergency” drop line from Ashland Police Department. Phone equipment and lines to be provided and maintained by Subscriber.
13. Provide routine “testing” at agency’s request
14. Maintain and update the Geographic Base File (Geo Base). This file will be established in each subscriber agency in conjunction with the City of Medford to cover geographic requirements within the Computer-Aided Dispatch program.
15. Assist with the maintenance and upgrade of MSAG (Master Street Addressing Guide) files for the Enhanced 9-1-1 System.

## **SCHEDULE B**

### **EXTENDED SERVICES FOR THE CITY OF ASHLAND**

When systems are available and on-line, Provider will furnish Subscriber with the following extended services beyond Basic Emergency Communications Service as described in Schedules A and B, as applicable:

1. Connectivity to MDC (Mobile Data Computer) interface with CAD (Computer Aided Dispatching) System.
2. Connectivity to RMS (Record Management System) interface with CAD System.
3. Connectivity to CMS (Corrections Management System) interface with CAD.
4. Connectivity to Paperless Report Writing System interface with CAD, at the time that this system becomes available.
5. After hours paging Services for Ashland Public Works Personnel for "Public Safety Purposes" or during emergencies.

### **PACKETCLUSTER CUSTOMER FEES**

Initial Infrastructure Costs:

\$2,688 Per Server License – (This includes \$1,688 software costs + \$1,000 server upgrade) One time charge.

Licensing Costs:

\$695. Client License required for each mobile and LAN-based machine. One time charge.

Annual Program Costs:

\$796. Per Server License (Operating and Maintenance Fees)

### **PACKETWRITER CUSTOMER FEES**

Initial Infrastructure Costs:

\$1,440 Per Client License – One time Charge

Licensing Costs:

\$1,750. Per Client License (Includes \$750. incident report + \$750. Accident Report (one time fee) + \$270. First year annual maintenance fee.)

Annual Program Costs – After the First Year:

\$270. Per Client License – Maintenance Fee.

### **MDC/CAD INTERFACE**

Initial Infrastructure Costs:

No additional cost if Dispatch/PSAP Service is provided by Medford Police Department CCOM

### **PACKET WRITER/RMS INTERFACE**

To be negotiated when implemented.



# SCHEDULE C

## FEE SCHEDULE FOR THE CITY OF ASHLAND

1. **FY 2002-2003 FEES:** Subscriber's fee for services provided under this Agreement shall be \$337,210 for Basic Service Fee plus negotiated fee for any extended services, less Ashland's 9-1-1 funds. The fees shall be reviewed on an annual basis. Subsequent contract annual base fees shall be calculated on the percentage of workload generated by subscriber in relation to CCOM's total operating budget.
  - 1.1 Extended Service Fee: For Extended Services, as set forth in Schedule "B", Subscriber shall pay based on service requested and the number of server/client licenses required
  - 1.2 Fee Formula for Dispatching/PSAP Fees based on the following:
    - Answering point for all Ashland PSAP calls, non-emergency phones, and after- hours utility phones.
    - Full-Time Dispatch Service to Ashland Police, and Ashland Fire/Medical.
    - Ashland will maintain all necessary RF infrastructures to receive Medford's radio transmissions.
    - The five (5), currently employed, senior Ashland Dispatchers will be offered the option of a lateral transfer to Medford CCOM. The remaining two (2), currently employed, Ashland Dispatchers shall be listed by the City of Medford as regular laid-off employees and shall have priority to subsequent vacant Dispatcher positions over other eligible persons. Per ORS 236.630, their salaries will be equal to, or greater than, their current base salary. They will retain all rights as described in ORS 236.605 to 236.640.
    - The fees for fiscal year 2003-2004 shall be based on the 2002 calendar year calls for service as a percentage of CCOM's calls for service as applied to the budget for CCOM.

(Note: Ashland's calls for service for calendar year 2002 were 69,932 and the calls for service for CCOM for the calendar year 2002, including Ashland, were 407,537)
    - The fees for fiscal year 2004-2005 and thereafter shall be adjusted annually, based on the preceding calendar year's actual calls for service as a percentage of total CCOM's calls for service as applied to CCOM's budget.

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### ANNUAL FEE SCHEDULE

#### Cost Considerations:

Figures based on estimate of 26% increase in workload to CCOM:

#### Staffing Formula:

- 1.3. It is understood and agreed by the parties that the operating cost of “E-9-1-1” service shall, when made available by Provider, be automatically included in the budget for purposes of fee calculation. Subscriber shall be required to pay any additional fee based on the initial capitation of E-9-1-1 capability. These fees would only be those costs directly associated with providing E-9-1-1 service to Subscriber’s venue. These fees will include such costs as master street address guide (MSAG) development and maintenance, telephone lines installation and maintenance, and any other costs that are required to provide this service that are beyond which is required for providing this service to the City of Medford.
- 1.4 Subscriber will be responsible for installing a telephone accessible to the public after hours at Ashland Police Department that rings into Provider’s Communications Center; install direct phone to Provider’s Communications Center from each of Subscriber’s fire stations; install a business phone line to Provider’s Communications Center that Subscriber’s citizens can use when reporting non-emergency calls for service.
- 1.5 Warrant confirmation: It will be the responsibility of Ashland Police Department (APD) to enter their warrants according to LEDS/NCIC guidelines, complete a warrant worksheet for each warrant, listing all pertinent warrant information, and deliver the entered warrants to Medford Police Records Division (MPD) immediately after entry.

The original warrant, completed worksheet, and pertinent teletypes will be filed in a 8.5 X 11” manila envelope. A typed label will be affixed to the top right hand corner of the envelope listing the last name, first name, and middle name. The label shall also contain either “APD” or “Ashland PD

Any warrant locate teletype information received by APD will be relayed to the Medford Police Department as soon as possible. Upon receipt of the warrant envelope, MPD shall file the warrant alphabetically in MPD warrant files. MPD will confirm the warrants and clear the warrants from LEDS/NCIC and the Tiburon Records Management System (RMS).

MPD shall send cleared Circuit Court warrants back to Circuit Court or to the Jackson County Sheriff's Office to be served upon receipt of the defendant. Ashland Municipal warrants will be returned to APD. All completed warrant worksheets, teletypes and empty APD warrant envelopes will be returned to APD.

2. **EXTENDED SERVICE FEE:** Subscriber may annually request renewal or modification of the extended services contained in Schedule "B". 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.

3. **PAYMENT SCHEDULE:** Once the Provider is able to provide basic communications service, Subscriber shall pay its total annual fee in advance in equal quarterly installments. Quarterly installment payments shall be due and payable on the following dates:

July 30 – September 30 – December 31 – March 31

4. **9-1-1 FUNDS:** Ashland shall assign all 9-1-1 State funds to the City of Medford. All Ashland assigned 9-1-1 funds will be debited from the contractual annual fees. Should the State require Ashland 9-1-1 funds be assigned to SORC, the amounts so assigned to SORC shall continue to be deducted from the contractual annual fees due under this Agreement. For 2002-2003, 9-1-1 funds received by Ashland will be approximately \$1.09187 per capita per quarter, multiplied by the city population of 19,770 or \$86,345 per year.

## **SCHEDULE D**

### **SATELLITE OFFICE DURING TRANSITIONAL PERIOD**

This schedule shall be in effect for a period commencing on the date of execution and expire upon completion of the construction of the new CCOM facility with a planned completion date of December 31, 2003. During this transitional period all dispatchers will receive cross training on the individual jurisdiction's procedures and standard operating policies.

1. Provider will assume the current Ashland Dispatch Center as a satellite Dispatch/PSAP center.
2. It is determined that a minimum of (7) dispatchers will be required to staff the satellite center. During this transitional period all (7) currently employed Subscriber dispatchers will be retained. Provider will be responsible for all related personal service costs of (5) dispatchers assigned to the center and Subscriber will be responsible for all personal service costs for the remaining (2) assigned dispatchers.
3. Provider will be responsible for all satellite office related communications equipment.
4. Provider will be responsible for all satellite related material and services related costs.
5. Subscriber will assist in staffing and supervision issue of the assigned personnel.