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FINAL

NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

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1 NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
2 COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT
3
4

5 THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between
6 the City of Bellevue, City of Bothell, City of Clyde Hill, City of Kirkland, City of
7 Medina, City of Mercer Island, City of Snoqualmie, Eastside Fire & Rescue, King
8 County Fire Protection District 27, King County Fire Protection District 45, King and
9 Kittitas County Fire Protection District 51, Northshore Fire Department, Shoreline Fire
10 Department, and Woodinville Fire & Life Safety District, (collectively, the "Principals").
11

12 RECITALS
13

14 WHEREAS, the undersigned municipal corporations, or "Principals" wish to establish
15 and maintain a consolidated emergency service communications center, to be known as
16 the "North East King County Regional Public Safety Communications Agency" or
17 "NORCOM;" and
18

19 WHEREAS, this agreement is authorized by the Interlocal Cooperation Act set forth in
20 chapters 39.34 and 24.06 of the Revised Code of Washington; and
21

22 WHEREAS, the Principals have investigated the means by which consolidation of some
23 or all existing emergency service communications operations in North and East King
24 County may be accomplished for the purpose and benefit of enhancing public safety; and
25

26 WHEREAS, the Principals, through creation of the NORCOM seek to deliver excellent
27 emergency service communications in a highly efficient manner; to access potential
28 economies of scale through consolidation of activities; to promote interagency
29 collaboration, communication and interoperability; and to continuously identify means to
30 enhance service delivery; and
31

32 WHEREAS, the consolidation of emergency service communications will be of
33 substantial benefit to the citizens of the Principals and the residents of North and East
34 King County; and
35

36 WHEREAS, investigation of alternative locations for the initial operations of NORCOM
37 has resulted in the Principals agreeing to locate the initial NORCOM operation in
38 Bellevue City Hall, subject to reaching final agreement between NORCOM and the City
39 of Bellevue on a lease of space for this purpose; and
40

41 WHEREAS, substantial investigation of alternative approaches to calculation of user fees
42 has resulted in a fee formula which the parties agree is fair and equitable;
43

44 NOW THEREFORE, in consideration of the promises and agreements contained in this
45 agreement and subject to the terms and conditions set forth, it is mutually understood and
46 agreed by the parties as follows:

1
2 SECTION 1. CREATION OF NORTH EAST KING COUNTY REGIONAL PUBLIC
3 SAFETY COMMUNICATIONS AGENCY. There is hereby created a consolidated
4 public safety communications agency, hereinafter called "North East King County
5 Regional Public Safety Communications Agency" ("NORCOM"). The parties hereto
6 each hereby assign to NORCOM the responsibility for developing, owning, operating and
7 managing a regional emergency service communications operation as authorized by the
8 Interlocal Cooperation Act (Chapter 39.34 RCW). NORCOM shall be formed pursuant
9 to RCW 39.34.030 and shall be organized as a nonprofit corporation under chapter 24.06
10 RCW.

11
12 SECTION 2. TERM OF AGREEMENT. This Agreement shall have an initial term of
13 six (6) years (the "Initial Term"), and shall thereafter be of infinite duration, subject to
14 termination provisions contained herein. During the Initial Term no Principal may
15 withdraw from the Agreement, provided that a Principal may convert or be converted to
16 Subscriber status as provided in Sections 12, 13 and 15, may annex to or join with
17 another Principal as described in Section 6.p, or may upon action of the Governing Board
18 be terminated from participation in the Agreement as provided in Section 12.

19
20 SECTION 3. DEFINITIONS.

21 a. Agreement. The "Agreement" is this interlocal agreement, as it may
22 hereafter be amended or modified, together with all exhibits and appendices hereto, as
23 they may hereafter be amended or modified.

24 b. Directly Served. The term "directly served" refers to those public safety
25 service departments or agencies receiving Emergency Service Communications and other
26 services from NORCOM and paying User Fees to NORCOM for such services, and
27 which have executed either this Agreement or an approved Subscriber contract. A
28 Principal or Subscriber may operate both Fire/EMS service and Police services but elect
29 to have only one or the other service directly served by NORCOM.

30 c. EMS. "EMS" means Emergency Medical Services as described in RCW
31 84.52.069(5), as now or later amended, including the provision by the Participating
32 Agencies of emergency medical care or emergency medical services, including related
33 personnel costs, training for such personnel, and related equipment, supplies, vehicles
34 and structures needed for the provision of emergency medical care or emergency medical
35 services.

36 d. Executive Director. The "Executive Director" is the chief operating
37 officer for NORCOM appointed by and serving at the pleasure of the Governing Board.

38 e. Emergency Service Communications. "Emergency Service
39 Communications" mean those services described in Section 4.

40 f. Fire/EMS Service Board. The "Fire/EMS Service Board" is the
41 advisory board composed of Representatives from Principal and Subscriber fire and
42 emergency medical services departments or agencies as described in Section 7.

43 g. Governing Board. The "Governing Board" is the body described in
44 Section 6 and shall be the governing body of NORCOM.

45 h. Initial Term. The "Initial Term" refers to the first six (6) years in which
46 this Agreement shall be in effect.

1 i. Joint Operating Board. The “Joint Operating Board” is the advisory
2 body described in Section 7, which consists of the combined membership of the
3 Fire/EMS Service Board and Police Service Board.

4 j. Member. A “Member” or “Governing Board Member” is the individual
5 representing a Principal on the Governing Board, whether the Chief Executive Officer of
6 such Principal or his/her designated alternate

7 k. NORCOM refers to the “North East King County Regional Public
8 Safety Communications Agency.”

9 l. Participating Agencies. All Principals, and all Subscribers, as they may
10 be so constituted from time to time, are collectively referred to as the “Participating
11 Agencies” or “Participants,” and individually referred to as a “Participating Agency” or
12 “Participant.”

13 m. Police Service Board. The “Police Service Board” is the advisory board
14 composed of representatives from Principal and Subscriber police, sheriff or similar
15 departments or agencies as described in Section 7.

16 n. Principal. A “Principal” is a general purpose municipal corporation or
17 government agency, a fire district, a Public Safety Interlocal Operation, or a state agency
18 created under the laws of Washington, which has accepted the terms of and is a party to
19 this Agreement. A Principal may cease to be a Principal upon annexing to or joining
20 another Principal as described in Section 6.p.

21 o. Principals Assembly. The “Principals Assembly” is the annual meeting
22 of representatives from the legislative bodies of each Principal as described in Section 8.

23 p. Public Safety Interlocal Operation. A public safety interlocal operation
24 includes a joint operation of fire districts and cities for provision of public fire and EMS
25 services entered into and operating pursuant to Chapter 39.34 RCW, and may also
26 include a public development authority created pursuant to RCW 35.21.730 et. seq. or a
27 regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a
28 nonprofit corporation created for the purpose of facilitating a joint operation between fire
29 districts and cities pursuant to RCW 39.34.030(3).

30 q. Representative. The term “Representative” refers to the individual
31 representing a Principal or a Subscriber on the Police Service Board, Fire/EMS Service
32 Board or Joint Operating Board, or his/her designated alternate.

33 r. Service Boards. The “Service Boards” are the Police Services Board
34 and the Fire/EMS Service Board established by Section 7.

35 s. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing
36 Board means a majority of the votes of the Members present constituting a quorum and
37 voting, with each Member present and voting having one vote.

38 t. Subscriber. A “Subscriber” is a general purpose municipal corporation
39 or government agency, or a fire district, a Public Safety Interlocal Operation, or a state
40 agency created under the laws of Washington which has agreed to pay NORCOM for
41 emergency communications services or other services as offered at a rate or rates
42 according to such terms and conditions as may be established by NORCOM as evidenced
43 by separate contract between NORCOM and such entity. A “Subscriber” may also be a
44 Principal that is converted to Subscriber status as provided in Sections 12, 13 and 15.

45 u. Supermajority Vote. A “Supermajority Vote” means Governing Board
46 approval of an item accomplished by securing affirmative votes of both: (1) not less than

1 two-thirds of all Members of the Governing Board in number; and (2) not less than two-
2 thirds of the Weighted Vote of all Members of the Governing Board.

3 v. "Two-Prong Simple Majority Vote." A Two-Prong Simple Majority
4 Vote means Governing Board approval of an item accomplished by securing affirmative
5 votes of both: (1) a majority of all Members of the Governing Board present constituting
6 a quorum and voting, with each Member present and voting having one vote; and (2) a
7 majority by Weighted Vote of all Members of the Governing Board present constituting a
8 quorum and voting.

9 w. User Fees. User Fees are those fees charged to Participating Agencies
10 for services provided by NORCOM.

11 x. Weighted Vote. A "Weighted Vote" means a vote in which each
12 Member's vote is counted according to the proportion its respective Principal's User
13 Fees due and payable for the then current budget year bears to the total User Fees payable
14 for such year by all Principals. A Weighted Vote may not be split.

15 y. 800 MHz System. The 800 MHz System is the eastside public safety
16 communication system developed in common by the Eastside Public Safety Agency
17 (EPSA) and other governmental agencies, including base stations and towers for an 800
18 MHz system and microwave backbone.

19 z. 9-1-1-Calls. 9-1-1- calls are those calls received or dispatched via the
20 statewide emergency communication network of telephone or telecommunications
21 service as described in Chapter 38.52 RCW.

22
23 SECTION 4. NORCOM SERVICES. NORCOM has the responsibility and authority for
24 providing emergency service communications and all related incidental functions for
25 communicating and dispatching services between the public and the Participating
26 Agencies' directly served public safety departments in the furtherance of improved
27 public safety and emergency response, including but not limited to the following more
28 specifically described services:

29 a. Receiving 9-1-1 Calls and routine calls for police, fire and medical
30 services;

31 b. Directing a response to said calls by either dispatching the appropriate
32 emergency police, fire or medical unit or forwarding the call to the appropriate agency
33 for response;

34 c. Providing on-going communication support to personnel in the field;

35 d. Updating, maintaining and managing the radio communications systems
36 (excluding, unless specifically approved by Governing Board, the 800 MHz system),
37 computer systems, support files and resource materials necessary to accomplish the
38 above;

39 e. Initiating public safety records for all dispatched calls and providing such
40 records services, including the updating, maintaining and managing of records systems as
41 may be determined by the Governing Board; and

42 f. Establishing and updating from time to time standard protocols for
43 communications to and from personnel in the field.

44
45 SECTION 5. NORCOM POWERS. NORCOM, through its Governing Board, shall
46 have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as

1 authorized, amended, or removed by the Governing Board, including but not limited to
2 the following:

- 3 a. Recommend action to the legislative bodies of the Participating Agencies;
- 4 b. Review and approve budget expenditures for NORCOM;
- 5 c. Establish policies for expenditures of budget items for NORCOM;
- 6 d. Review and adopt a personnel policy for NORCOM;
- 7 e. Review and approve operating policy for NORCOM;
- 8 f. Establish a fund or special fund or funds as authorized by RCW 39.34.030
9 for the operation of the NORCOM;
- 10 g. Conduct regular and special meetings as may be designated by the
11 Governing Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);
- 12 h. Maintain and manage records in accordance with the state Public Records
13 Act (Ch. 42.56 RCW) and other applicable state applicable federal records laws and
14 regulations;
- 15 i. Determine what services shall be offered and under what terms they shall
16 be offered;
- 17 j. Retain and terminate the Executive Director;
- 18 k. Create committees to review and make recommendations;
- 19 l. Approve strategic plans;
- 20 m. Approve the addition of new Principals and new Subscribers and the terms
21 of their participating in NORCOM and receipt of, NORCOM services.
- 22 n. Enter into agreements with third parties for goods and services necessary
23 to fully implement the purposes of this Agreement;
- 24 o. Establish User Fees and other charges for services provided to
25 Participating Agencies;
- 26 p. Direct and supervise the activities of the Joint Operations Board, the
27 Fire/EMS Services Board, the Police Services Board and the Executive Director;
- 28 q. Make purchases or contract for services necessary to fully implement the
29 purposes of this agreement;
- 30 r. Enter into agreements with, and receive and distribute funds, from any
31 federal, state or local agencies;
- 32 s. Receive all funds allocated to NORCOM by Participating Agencies;
- 33 t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own,
34 hold, improve, use and otherwise deal in and with real or personal property, or any
35 interest therein, in the name of NORCOM;
- 36 u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its
37 property and assets;
- 38 v. Sue and be sued, complain and defend, in all courts of competent
39 jurisdiction in NORCOM's name;
- 40 w. Make and alter bylaws for the administration and regulation of its affairs;
- 41 x. Hold radio frequency licenses to enable NORCOM to operate radio
42 communications and dispatch systems to meet its public safety responsibilities;
- 43 y. Request the issuance of debt by Principals on behalf of NORCOM,
44 provided that NORCOM itself shall not be authorized to issue debt; and
- 45 z. Any and all other acts necessary to further NORCOM's goals and
46 purposes.

1 SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

2 a. Composition. NORCOM shall be governed by a Governing Board
3 composed of one (1) representative from each Principal, which representative shall be the
4 Chief Executive Officer of each such Principal or his/her alternate as provided in Section
5 6.f. Such representatives are referred to as Members or Members of the Governing
6 Board.

7 b. Election to Receive Service From Agency; Impact on Governing Board
8 Representation. Each Principal shall determine which of its respective public service
9 departments, or operations ("agencies") will be directly served by NORCOM. The initial
10 election by each Principal as to which of their respective agencies will receive Agency
11 service will be recorded by the submittal by each Principal of a completed service
12 election form, a blank version of which is set forth at Exhibit A. Regardless of how
13 many of Principal's operations are directly served, a Principal shall have only one seat on
14 the Governing Board, however, the number of that Principal's agencies or operations
15 served by NORCOM will affect the Weighted Vote of the Principal.

16 c. Ex Officio Representative. The Chair (or the Vice Chair in his or her
17 absence) of the Joint Operating Board shall serve as an ex officio, non-voting member of
18 the Governing Board.

19 d. Conditions for Serving on Governing Board. All Members and their
20 alternates shall serve without compensation from NORCOM. Members may only serve
21 for such time as they are the duly appointed, acting or elected Chief Executive Officer of
22 their respective Principal agency.

23 e. Powers. The Governing Board shall have final decision making authority
24 upon all policy issues and shall exercise the powers described in Section 5. The
25 Governing Board may delegate responsibility for execution of Governing Board policies
26 and directives and for day-to-day operational decision-making to the Executive Director,
27 including the hiring and supervision of additional staff positions authorized by the
28 Governing Board.

29 f. Alternates. Each Member of the Governing Board may designate one
30 alternate to serve on the Governing Board when such Member is absent or unable to
31 serve, provided that each such alternate must be previously designated and must have
32 operational responsibilities within his or her respective agency.

33 g. Quorum. A simple majority of the Members (or their alternates) in
34 number (excluding any Member which per Section 19 has given notice of withdrawal or
35 has which been terminated by vote of the Governing Board) shall constitute a quorum of
36 the Governing Board for purposes of doing business on any issue.

37 h. Voting. The Board shall strive to operate by consensus. All Board
38 decisions on items not listed in Section 6.i require a Simple Majority Vote for approval;
39 *provided* that any Governing Board Member present and voting has the right, in advance
40 of a vote, to require a Two-Prong Simple Majority Vote on any item that would otherwise
41 require a Simple Majority Vote.

42 a. A Member representing a Principal that has given notice of withdrawal
43 or which has been terminated by vote of the Governing Board shall be
44 authorized to cast votes at the Governing Board only on those matters
45 defined in Section 19.g.
46

1 i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote
2 of the Governing Board shall be required in order to approve the following items or
3 actions:

- 4 i. Approval or amendment of NORCOM budget, including the User
5 Fee formula;
- 6 ii. A decision to request Principals issue debt for or on behalf of
7 NORCOM;
- 8 iii. A decision to acquire assets, equipment, real or personal property
9 valued at over \$500,000 per Section 14;
- 10 iv. Admission of a new Principal;
- 11 v. Appointing the Executive Director (a Simple Majority Vote is
12 required for removal of the Executive Director).;
- 13 vi. Amendment of this Agreement (except for those amendments
14 requiring unanimous consent of Principals under section 20 of this
15 Agreement).
- 16 vii. Expansion of the scope of services provided by NORCOM; and
- 17 viii. Adoption or amendment of the NORCOM Bylaws, or amendment
18 of the NORCOM Articles of Incorporation subject to other
19 applicable requirements of Chapter 24.06 RCW.

20
21 j. Officers. The Governing Board shall have two officers, a Chair and Vice-
22 Chair. It will be the function of the Chair to preside at the meetings of the Governing
23 Board. The Vice-Chair shall assume this role in absence of the Chair. At the first
24 meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of
25 the Members, and shall serve until the date of the first Principals Assembly. Annually
26 thereafter, at the Principals Assembly the Vice Chair shall assume the role of Chair and
27 the Governing Board shall elect a new Vice-Chair by Simple Majority Vote. In the event
28 of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance
29 of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position,
30 the Governing Board shall by Simple Majority Vote elect a new Vice-Chair to serve to
31 the balance of the term of the departed Vice-Chair. An officer elected to fill the
32 unexpired term of his or her predecessor shall not be precluded from serving a full annual
33 term of office following the end of such unexpired term. Any officer appointed by the
34 Board may be removed by Simple Majority Vote of the Board upon 30 days' written
35 notice, with or without cause, in which event the Board shall promptly elect a new officer
36 who shall serve until the next Principals Assembly. The Board may appoint persons to
37 serve as Secretary and Treasurer of NORCOM, provided that such persons shall not be
38 Members of the Governing Board.

39 k. Staffing. The Executive Director shall assign agency staff to support the
40 Governing Board as he or she deems appropriate.

41 l. Meetings. The Governing Board shall meet not less than four (4) times
42 per year, at least once each calendar quarter, at a time and place designated by the Chair
43 of the Governing Board or by a majority of its Members. Not less than fourteen (14)
44 days advance notice of regular meetings shall be given. Special meetings may be called
45 by the Chair or any two (2) Members upon giving all other Members not less than seven
46 (7) days prior notice. In an emergency, the Governing Board may dispense with written

1 notice requirements for special meetings, but must, in good faith, implement best efforts
2 to provide fair and reasonable notice to all Governing Board Members. Members (or
3 alternates) may participate in meetings by telephone conference or other comparable
4 means.

5 m. Articles and Bylaws. Unless otherwise approved by Supermajority Vote of
6 the Governing Board, upon the request of any Member of the Governing Board, Robert's
7 Revised Rules of Order shall govern any proceeding of the Governing Board.

8 n. Consultation with Joint Operating Board. It is the intent of this
9 Agreement to seek the active participation and advice of Participating Agencies in the
10 determination of NORCOM policies and management. To the extent practicable, all
11 items to come before the Governing Board shall have been previously subject to the
12 review, comment and recommendation of the Joint Operating Board and the Governing
13 Board shall consider such input from the Joint Operating Board in its deliberations.

14 o. Boundary Changes or Service Territory Changes. It is the responsibility
15 of each Participating Agency to provide reasonable advance notice to NORCOM of any
16 boundary changes, or service territory changes that may occur due to annexation, merger,
17 or other reason, so that NORCOM may accurately dispatch calls, accurately track calls
18 for service data and accurately assess User Fees to the Principal and may accurately
19 determine the weighting of votes of all Principals.

20 p. Merger of a Principal with another Principal Directly Served by
21 NORCOM. In the event a Principal annexes to another Principal, or becomes a member
22 agency of a Public Safety Interlocal Operation that is a Principal, and as a result of such
23 annexation or contractual action (collectively herein, "merger"), a public safety operation
24 (e.g. fire/EMS operation or police operation) of the "merged" Principal is no longer
25 Directly Served by NORCOM, then the "merged" Principal's rights and obligations
26 under this Agreement (including its seat and voting rights on the Governing Board) with
27 respect to the merged public safety operation shall be assumed in full by the Principal
28 into which it has merged, including without limitation any amounts owed NORCOM for
29 services rendered or with respect to any borrowing program per Section 13. *Provided,*
30 *however,* that if a "merged" Principal retains a separate public safety operation that is
31 Directly Served by NORCOM, that Principal shall remain a Principal and shall retain all
32 its rights and obligations under this Agreement with respect to its Directly Served public
33 safety operation.

34 SECTION 7. JOINT OPERATING BOARD AND SERVICE BOARDS.

35 a. Creation and Membership. A Joint Operating Board is created to serve in
36 an advisory capacity to the Governing Board. The Joint Operating Board shall be
37 composed of the combined membership of the Police Service Board and Fire/EMS
38 Service Board.

39 i. Police Service Board. The Police Service Board shall consist of
40 the chief or his/her designee from each Principal and Subscriber
41 police department or equivalent agency or operation directly
42 receiving services from NORCOM

43 ii. Fire/EMS Service Board. The Fire/EMS Service Board shall
44 consist of the chief or his/her designee from each Principal and
45

1 Subscriber with a Fire/EMS department or equivalent agency or
2 operation directly receiving services from NORCOM. .
3 iii. Directly Served Agencies. To be eligible to have a Representative
4 on either the Police Service Board or Fire/EMS Service Board, a
5 Principal or Subscriber must be directly served by NORCOM.
6 For example, if a city directly operates a police department but
7 maintains a separate police dispatch operation, it would not have a
8 seat on the Police Service Board; however, if such city's fire
9 department were dispatched by NORCOM, the fire department
10 would have a seat on the Fire/EMS Service Board. A city
11 receiving police service under contract with another entity would
12 not have seat on the Police Service Board. A city or fire district
13 receiving fire service under contract with another entity would not
14 have a seat on the Fire/EMS Service Board. If a city or fire district
15 is part of a Public Safety Interlocal Operation providing fire/EMS
16 service to its member agencies and said Operation is a Principal,
17 then the city or district would not have a seat on the Fire/EMS
18 Service Board as a result of such arrangement but the Public Safety
19 Interlocal Operation would have a seat on the Fire/EMS Service
20 Board, provided, however, that if such city's police department is
21 directly served by NORCOM, the city would have a representative
22 on the Police Service Board.

23 b. Board Representatives. Persons serving on either Service Board and as a
24 result also serving on the Joint Operating Board are referred to as Representatives and
25 shall serve without compensation from NORCOM.

26 c. Alternates. Representatives to the Boards may designate one alternate to
27 serve when such Representative is absent or unable to serve provided that such alternates
28 must have operational responsibilities within their respective agencies.

29 d. Powers. The Service Boards and the Joint Operating Board shall meet
30 individually and together for the purpose of promoting interagency collaboration and
31 cooperation, information sharing, development of proposed Agency operating policy and
32 such other matters as the Governing Board may direct. The Joint Operating Board shall
33 provide advice, information, and recommendations to either the Governing Board or the
34 Executive Director.

35 e. Quorum. A majority of the members of each Service Board and the Joint
36 Operating Board (or their alternates) shall constitute a quorum. Representatives may
37 participate in meetings by telephone conference or other comparable means.

38 f. Voting. All actions and recommendations of the Service Boards and Joint
39 Operating Board shall be approved by majority vote of those present and voting. Each
40 person serving on such Boards shall have one vote. There will be no Weighted Voting.

41 g. Officers. The Joint Operating Board shall have two officers, a Chair and
42 Vice-Chair. At all times one of these two officers must be a Fire/EMS Service Board
43 Representative and the other must be a Police Service Board Representative. It will be the
44 function of the Chair to preside at the meetings of the Joint Operating Board, and the
45 Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially
46 elected at the first meeting of the Joint Operating Board by majority vote of the

1 Representatives on the Joint Operating Board and shall serve for a one-year term.
2 Annually thereafter the Vice Chair shall assume the role of Chair and the Joint Operating
3 Board shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the
4 Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In
5 the event of a vacancy in the Vice-Chair position, the Joint Operating Board shall elect a
6 new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An
7 officer of the Joint Operating Board elected to fill the unexpired term of his or her
8 predecessor shall not be precluded from serving a full annual term of office following the
9 end of such unexpired term. The Service Boards shall each annually elect a chair who
10 may or may not be an officer of the Joint Operating Board.

11 h. Staffing. The Joint Operating Board and Service Boards shall be staffed
12 by the Executive Director and such additional agency staffing as the Executive Director
13 may deem appropriate.

14 i. Meetings. The Joint Operating Board and each Service Board shall meet
15 not less than six (6) times per year, once every two (2) months, at a time and place
16 designated by the Chair of the Joint Operating Board or by a majority of its
17 Representatives. It is the intent of this provision that on each such meeting date the two
18 Service Boards shall each meet separately and then shall combine to meet as the Joint
19 Operating Board. Not less than fourteen (14) days advance notice of regular meetings
20 shall be given. Special meetings may be called by the Chair of the Joint Operating Board
21 or Representatives representing at least ten percent (10%) in number of the total seats on
22 the Joint Operating Board and upon giving all other Representatives not less than seven
23 (7) days prior notice of such meeting. In an emergency, the Joint Operating Board may
24 dispense written notice requirements for special meetings, but must, in good faith,
25 implement best efforts to provide fair and reasonable notice to all Representatives.

26
27 SECTION 8. PRINCIPALS ASSEMBLY. The legislative body of each Principal shall
28 annually appoint one of its members to represent the legislative body at the Principals
29 Assembly. The Principals Assembly shall be convened by the Governing Board for one
30 meeting each April. At the joint meeting of the Assembly and the Governing Board the
31 Executive Director shall present an annual report which report shall: (1) review the
32 activities of NORCOM for the previous calendar year; (2) present the work program and
33 significant events for the upcoming calendar year; (3) present a financial management
34 report for NORCOM; and (4) report on performance benchmarks of NORCOM activities.
35 Also at the Assembly, the Chair and Vice Chair of the Joint Operating Board shall
36 present the Joint Operating Board proposed budget policy for the upcoming budget. The
37 Principals' legislative representatives at the Assembly may vote to recommend changes
38 to the proposed budget policy, work program and performance measures program, and
39 may provide additional comment and question to the Governing Board. Voting by
40 Principals' legislative representatives shall be based on one-vote per Principal with a
41 simple majority vote of Principals represented at the meeting required to approve any
42 recommendation to be forwarded to the Governing Board. At the joint meeting of the
43 Principals Assembly and the Governing Board, the Governing Board shall conduct the
44 annual meeting for NORCOM as required by the bylaws and shall elect the Vice-Chair of
45 the Governing Board for the next year as provided in Section 6.j. The action and
46 deliberations of the Assembly shall be reported to the Governing Board no later than May

1 by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Governing Board.

SECTION 9. EXECUTIVE DIRECTOR. The Governing Board shall be responsible for the appointment and termination of the Executive Director, and shall request a recommendation from the Joint Operating Board regarding any proposed hiring. The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer NORCOM in its day-to-day operations consistent with the policies adopted by the Governing Board. The Executive Director shall appoint persons to fill other staff positions, subject to confirmation by the Governing Board as the Board may require. Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY. The Joint Operating Board or the Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed Agency personnel policy for the Governing Board's approval, rejection or modification; provided that the Executive Director shall first submit any such proposed policies to the Joint Operating Board for its review and comment. All modifications or revisions to personnel policies must have the final approval of the Governing Board.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION. The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services so as to provide maximum and ultimate benefits to the members of the general public. The Executive Director shall present his or her recommendations to the Joint Operating Board and Governing Board from time to time.

SECTION 12. BUDGET; USER FEE FORMULA; PAYMENT OF USER FEES; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. NORCOM budget fiscal year shall be either the calendar year, or two calendar years as the Governing Board may determine.

b. Budget Policy Direction. The Executive Director shall present a proposed outline of the policy approach to the budget for the upcoming budget to the Joint Operating Board by February 1 for its review and recommendation. By March 15, the Joint Operating Board shall transmit its proposed budget policy to all Principals. As provided in Section 8, the representatives at the Principals Assembly shall provide review and comment on the Joint Operating Board proposed budget policy, and the Assembly's

1 input shall be reported to the Governing Board by May 1. The Governing Board shall
2 adopt a budget policy for the upcoming budget by June 1.

3 c. Budget Approval. The Executive Director shall develop the proposed
4 operating budget based on the Governing Board's approved budget policy direction. The
5 Executive Director shall present a proposed budget to the Joint Operating Board on or
6 before July 1 for its review and recommendation. The proposed budget, together with all
7 comments from the Joint Operating Board regarding the budget, shall be transmitted to
8 the Governing Board by the Executive Director on or before August 1 and approved by
9 the Governing Board no later than August 30. Thereafter and in no event later than
10 September 5, Participating Agencies shall be advised on the programs and objectives as
11 contained in the proposed budget, of any changes in the User Fee formula, and of the
12 required financial participation for each Principal and Subscriber for the following year.
13 Upon approval by the legislative authorities of each Principal and Subscriber of their
14 respective allocation for NORCOM's budget and upon verification of such approval to
15 NORCOM, the Governing Board shall, after a public hearing, adopt its final budget for
16 the following year. Any Principal not approving its full budget allocation shall be
17 automatically converted to Subscriber status effective the first day of the next budget year
18 (whether biennial or annual) and subject to penalty as described in Section 15.

19 d. User Fee Formula. As part of the budget deliberations the Joint Operating
20 Board shall make recommendations regarding User Fee formula(e) to the Governing
21 Board, and the Governing Board shall either continue the existing User Fee formula(e)
22 or adopt new User Fee formula(e). Although initially set forth as an Appendix to this
23 Agreement, it is anticipated that the User Fee formula(e) may be changed from time to
24 time as part of the budget process, and that any such changes must be approved by
25 Supermajority Vote of the Governing Board in accordance with Section 6.i. The User Fee
26 formula(e) for Principals may be different from that for Subscribers. Unless otherwise
27 provided in the final adopted budget, any revenue attributable to a premium paid by
28 Subscribers as compared to Principal as a result of the use of different User Fee Formulas
29 for Subscribers shall be deposited upon receipt to NORCOM reserve funds, with the
30 specific allocation to each reserve fund designated by the Board as part of the budget
31 process. It is expressly contemplated that Participants may become subject to
32 differential user fees over time based upon the benefit conferred to such agencies.

33 e. Payment of User Fees. User Fees shall be payable by Principals quarterly
34 no later than January 15, April 15, July 15 and October 15 of each year. Contracts with
35 Subscribers for services will provide for quarterly payment of User Fees on the same
36 dates each year.

37 f. Delinquencies. Interest on User Fees not paid when due shall begin
38 accruing interest immediately at the Federal Prime Rate as of the date the payment was
39 originally due, plus 3% per year. NORCOM shall, within seven (7) days of the due date,
40 send notice to any delinquent Principal and provide a 60-day cure period from the
41 original due date of the payment. If such User Fees and interest penalties are not paid in
42 full within 60 days of the original due date, then the Principal delinquent in payment of
43 User Fees shall upon such 60th day be deemed immediately converted to the status of a
44 Subscriber and subject to penalty as described in Section 15. In the event a Principal
45 converted to Subscriber status by non-payment of fees shall not have paid in full all User
46 Fees and interest owing by six (6) months after the original due date, then the Governing

1 Board may terminate provision of NORCOM services to said former Principal, but the
2 termination of services shall not absolve the Subscriber of its obligation to pay all User
3 Fees past due, together with interest.

4 g. Terms of Subscriber Contracts. Subscriber contracts shall include terms
5 consistent with these delinquency provisions, that is, interest shall accrue on delinquent
6 payments at the same rate as provided herein, and service may be terminated if fees and
7 interest are not paid in full within six months.

8 h. Reserve Funds. The Governing Board shall establish both an Operating
9 Contingency Reserve Fund and a Capital Equipment Replacement Fund and shall call for
10 funding of such reserves in each budget at a level the Governing Board determines
11 appropriate. The goal of the Operating Contingency Reserve Fund is to ensure operating
12 funds are on hand to reasonably address unforeseen operating contingencies. The
13 purpose of the Capital Equipment Replacement Fund is to minimize large increases in
14 User Fees from year to year resulting from acquisition or replacement of capital, and to
15 fund the timely replacement of aging technology, equipment and systems.

16 i. NORCOM 2007 and 2008 Budgets and User Fees. Notwithstanding the
17 requirements in this Agreement regarding approval of Budgets and User Fees to the
18 contrary, the following terms and conditions will apply with respect to the budgets and
19 User Fees for NORCOM in 2007 and 2008:

20 i. 2007 Budget and User Fees. The budget for NORCOM for
21 calendar year 2007 shall be adopted substantially as set forth in
22 **Exhibit B**, subject to amendment as a result of any grants or other
23 funding awarded to NORCOM. The Governing Board shall
24 calculate the User Fees for 2007 based on this Exhibit B and
25 applying the User Fee Formula Set forth in **Appendix A-1** (User
26 Fees during the Transition Period). The Governing Board shall
27 issue notice to all Participants on or before November 15, 2007, of
28 the User Fees payable in 2007 by Participants. Such User Fees
29 shall be payable on or before December 1, 2007, and shall be
30 subject to such delinquency and other penalties as otherwise
31 provided in Sections 12 and 15.

32
33 ii. 2008 Budget and User Fees. The budget for NORCOM for
34 calendar year 2008 shall be adopted substantially as set forth in
35 **Exhibit C**, subject to amendment as a result of any grants or other
36 funding awards to NORCOM. The Governing Board shall
37 calculate the User Fees for 2008 based on this **Exhibit C** and
38 applying the User Fee Formula Set forth in **Appendix A-1** (User
39 Fees during the Transition Period), shall issue notice to all
40 Participants on or before November 15, 2007, of the User Fees
41 payable in 2008 by Participants. Such User Fees shall be payable
42 quarterly and subject to such delinquency and other penalties as
43 otherwise provided in Sections 12 and 15.

44 j. The City of Kirkland shall serve as fiscal agent for NORCOM until such
45 time as the Governing Board appoints a successor fiscal agent. The City

1 shall be entitled to reasonable compensation from NORCOM for provision
2 of this service.
3

4 SECTION 13. ISSUANCE OF OBLIGATIONS IN SUPPORT OF NORCOM.

5 a. NORCOM shall not have the power to issue obligations or to incur debt.
6 However, it is anticipated that NORCOM may require capital funding from time to time
7 to support facilities, technology and equipment needs. One or more Principals may issue
8 obligations to provide for NORCOM's capital funding needs and all Principals shall be
9 required to participate equitably in providing for the repayment of those obligations when
10 requested to do so by a Supermajority Vote of the Governing Board in accordance with
11 Section 6.i. It is expressly contemplated that Participants may become subject to
12 differential user fees over time based upon the benefit conferred to such agencies. Such
13 requests for participation in a borrowing program shall be conveyed in writing to each
14 Principal, together with the proposal allocation of responsibility as between Principals. If
15 a Principal elects not to participate as requested by the Governing Board, it may within
16 45 days of receiving the request propose in writing to the Governing Board an alternative
17 means of supporting the proposed debt program. The Board may accept, reject or modify
18 the proposal and shall re-issue notice to all Principals of its decision. If a Principal does
19 not participate as requested by the Governing Board in the borrowing program (either
20 through the initial proposed participation or through an alternative means of support that
21 is accepted by the Governing Board), then such Principal shall be converted to the status
22 of a Subscriber effective as of the last date on which all other participating Principals
23 have taken final action to approve their participation in the borrowing program, and
24 subject to penalty as described in Section 14, or such later date as the Board may
25 determine.

26 b. Each Principal's participation in a borrowing program shall be integrated
27 into User Fees consistent with Section 12.(d) and Appendix A to ensure that amounts are
28 collected each year from Principals and Subscribers sufficient to repay each Principal's
29 obligations in support of a NORCOM borrowing program on a timely basis.

30 c. For as long as any obligations issued by a Participant or other entity
31 pursuant to an approved NORCOM borrowing program are payable from NORCOM's
32 pledge of the debt service portion of User Fees, NORCOM irrevocably pledges to
33 impose and take all reasonable action to collect all Participants' User Fees and
34 amounts due from former Participants in amounts sufficient to make timely payments to
35 the issuer of those obligations, together with coverage and other amounts pledged to be
36 collected with respect to the obligations.

37 d. Each Principal irrevocably covenants that it shall establish, maintain and
38 collect taxes, rates, fees or other charges at levels adequate to provide revenues
39 sufficient to enable the Principal to make the payments of User Fees required to be
40 made under this Agreement, and that if the Principal converts to a Subscriber status
41 under Section 15 or withdraws its membership or is terminated under Section 19, that
42 Principal shall nevertheless continue to be obligated to pay its allocable share of the
43 debt service portion of User Fees with respect to the NORCOM Obligations issued
44 prior to the date that the Principal so converts or withdraws or is terminated from the
45 Agreement. Each Principal hereby acknowledges that this covenant may be relied upon
46 by owners of obligations issued for on or behalf of NORCOM, and that these
47 covenants represent an irrevocable pledge to pay such User Fees as NORCOM may
48 impose in amounts sufficient to pay its share of the debt service on those obligations.

1 e. To meet the requirements of United States Securities and Exchange
2 Commission ("SEC") Rule 15c2-12(b)(5) (the "Rule") as applicable to a participating
3 underwriter for obligations issued for or on behalf of NORCOM, each Principal that
4 may be deemed to be an "Obligated Person" under the Rule shall make a written
5 disclosure undertaking for the benefit of holders of the obligations and provide
6 certificates or verifications all as may be reasonably requested by an issuer of
7 obligations for or on behalf of NORCOM.

8 f. Each Principal further covenants that it will take all actions necessary to
9 prevent interest on obligations issued for or on behalf of NORCOM from being
10 included in gross income for federal income tax purposes, and it will neither take any
11 action nor make or permit any use of proceeds of those obligations or other funds
12 treated as proceeds of those obligations at any time during the term of those obligations
13 that will cause interest on those obligations to be included in gross income for federal
14 income tax purposes.

15 g. NORCOM shall ensure that Subscriber service contracts include
16 covenants substantially equivalent to those contained in subparagraphs (d) through (f),
17 as applicable, provided that a Subscriber's obligation to pay through User Fees its
18 allocable share of debt service on NORCOM Obligations shall not extend past the
19 termination or expiration of its applicable service contracts.

20 h. The provisions of this section shall survive the expiration or termination
21 of this Agreement.

22 23 SECTION 14. TRANSFER OF ASSETS TO NORCOM; FUTURE ASSET 24 ACQUISITIONS.

25 a. In order to reduce the cost of starting up a new consolidated emergency
26 communications services dispatch operation, NORCOM will acquire from Bellevue and
27 Kirkland certain assets currently used by these cities in their respective dispatch
28 operations. These assets will be acquired by NORCOM at prices based on a straight-line
29 depreciation of the value of the assets at the time of acquisition. The timing of acquisition
30 of the equipment will be such as will facilitate both the timely start-up of NORCOM
31 services and transition of dispatch service provision from these city dispatch operations to
32 NORCOM. Bellevue and Kirkland shall be repaid for their contribution of assets by
33 NORCOM over a period of not to exceed seven (7) years. Bellevue and Kirkland
34 through payment of NORCOM User Fees shall be subject to payment of their respective
35 portions of these contributed asset costs as are all other Participants under the then
36 applicable User Fee Formula. The Governing Board may approve such other asset
37 transfer or acquisitions, to be repaid by NORCOM over time, with such terms of
38 repayment as the Board may determine.

39 b. Acquisition of assets, equipment, real or personal property valued at over
40 \$500,000 shall require approval of a Supermajority Vote of the Governing Board.

41 c. It is expressly contemplated that Participants may pay differential User
42 Fees depending upon the benefit conferred to such agencies from the assets to be
43 acquired.

44 45 SECTION 15. CONVERSION OF STATUS OF PARTICIPATING AGENCIES, 46 ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF 47 ADDITIONAL SERVICE TO PRINCIPALS.

48 a. As described in Sections 12.c, 12.f and 13 hereof, a Principal may be
49 converted to Subscriber for: failure to approve its share of the budget; for nonpayment or

1 delinquency in payment of User Fees; or for failure to participate in a manner approved
2 by the Governing Board in an approved borrowing obligation program. On the date of
3 such conversion, said former Principal shall:

- 4 i. lose its representation on the Governing Board;
- 5 ii. lose its right to receive a share of NORCOM assets upon dissolution of
6 NORCOM;
- 7 iii. become subject to payment of User Fees in accordance with the then
8 applicable User Fee formula for Subscribers; and
- 9 iv. be bound by the terms of the then current Subscriber service contract.

10 The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of
11 its obligations to NORCOM.

12 b. A Principal may alternately elect to convert to Subscriber status effective
13 the first day of the next budget year (whether NORCOM is operating under an annual or
14 biennial budget) by giving notice of its intent to the Governing Board not less than nine
15 (9) months in advance of such effective date. Such conversion shall be effective as
16 proposed without further action of the Governing Board, barring any basis for
17 terminating the Principal and action thereon by the Governing Board.

18 c. A governmental entity otherwise meeting the qualifications of a Principal
19 in Section 3.n hereof may be admitted to NORCOM upon Supermajority Vote of the
20 Governing Board as required under Section 6.i. Similarly, a Subscriber may apply to the
21 Governing Board to be converted to Principal status. As a condition of becoming a
22 Principal, whether by conversion or new admission, the Governing Board may require
23 payment or other contributions or actions by the new Principal as the Governing Board
24 may deem appropriate, and may set such start date for service as it deems appropriate, it
25 being the intention of this provision that the addition of new Principals shall not cause
26 pre-existing Participants to incur additional cost.

27 d. The determination of whether to accept new Subscribers shall be made by
28 the Governing Board in a manner similar, and subject to such terms and conditions, as
29 that for accepting new Principals, it being the intention that the addition of new
30 Subscribers shall not cause pre-existing Participants to incur additional cost.

31 e. A Principal wishing to receive service from NORCOM for an operating
32 department in addition to a department already served by NORCOM may make
33 application to the Governing Board in the same manner as, and be subject to such
34 conditions and approvals as the Governing Board may deem appropriate for, an entity
35 seeking admission as a new Principal.

36
37 SECTION 16. CONTRACTS AND SUPPORT SERVICES. The Governing Board or
38 the Executive Director with advice of the Joint Operating Board shall as necessary
39 contract with appropriate local governments or other third parties for the use of space for
40 its operations, and for staff and auxiliary services including, but not limited to, records,
41 payroll, accounting, purchasing and data processing.

42
43 SECTION 17. RETAINED POWERS OF PARTICIPATING AGENCIES. Each
44 Participating Agency shall retain the responsibility and authority for its operational
45 departments and for such equipment and services as are required at its place of operation
46 to interconnect to NORCOM's operations. Interconnecting equipment and services

1 necessary to the provision of authorized NORCOM services may be funded through
2 NORCOM's budget and operational programs.

3
4 SECTION 18. INVENTORY AND PROPERTY. Equipment and furnishings for
5 NORCOM's operation shall be acquired as provided by law. If any Participating Agency
6 provides equipment or furnishings for NORCOM's use, title to the same shall rest with
7 the respective local entity unless that equipment or furnishing is acquired by NORCOM.
8 The Executive Director shall maintain and annually update an inventory of equipment
9 and furnishings owned by, leased or temporarily assigned to NORCOM, and the values
10 thereof. In event of dissolution or termination of NORCOM, assigned or loaned items
11 shall be returned to the lending entity and all other items or funds derived from the sale
12 thereof shall be distributed to Principals as described in Section 20.

13
14 SECTION 19. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

15 a. Any Principal may withdraw its membership and terminate its participation
16 in this Agreement after the Initial Term by providing written notice and serving that
17 notice on the NORCOM Governing Board on or before December 31 in any year. After
18 providing appropriate notice as provided in this section, that Principal's membership
19 withdrawal shall become effective on the last day of the calendar year following delivery
20 and service of appropriate notice to all other Principals.

21 b. Notwithstanding the foregoing, a Principal may be terminated at any time
22 by action of the Governing Board for delinquencies of at least six (6) months in payment
23 of User Fees and interest per Section 12.f.

24 c. Time is of the essence in giving notice of termination and/or withdrawal.

25 d. A terminating and/or withdrawing Principal is deemed to forfeit any and
26 all rights it may have to NORCOM's personal or real property, or any other ownership in
27 NORCOM, unless otherwise provided by the Governing Board; provided further that this
28 forfeit of rights shall not apply to personal property on loan to NORCOM from the
29 terminating or withdrawing Principal.

30 e. The termination and/or withdrawal of a Principal shall not discharge or
31 relieve any Principal of its obligations to NORCOM.

32 f. Subscriber service contracts entered into by NORCOM shall provide for
33 similar notice and conditions for termination and withdrawal as for Principals.

34 g. A Governing Board Member representing a Principal that (1) has given
35 notice of withdrawal, or (2) has been terminated by vote of the Governing Board which
36 termination is effective at a future date, shall be authorized to cast votes at the Governing
37 Board only on budgets items to be implemented prior to the withdrawal or termination
38 date. A withdrawing or terminating Principal will be excused from participating in a
39 borrowing program approved per Section 13 where the debt instruments in support of that
40 program will not be issued until after the Principal is withdrawn or terminated, provided
41 that the withdrawing or terminating Principal is not authorized to vote on such borrowing
42 program.

43
44 SECTION 20. AMENDMENT OF AGREEMENT. This Agreement may be amended
45 upon approval of a Supermajority Vote of the Governing Board in accordance with
46 Section 6.i, except that any amendment affecting the terms and conditions of membership

1 on the Governing Board or voting rights of Governing Board members shall require
2 consent of the legislative authorities of all Principals. This section shall not be construed
3 to require unanimous consent for the addition of a new Principal or agreement to serve an
4 additional agency or department of a Principal.

5
6 SECTION 21. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

7 a. After the Initial Term and upon the Simple Majority Vote of a majority of
8 the then remaining Principals, this Agreement may be terminated by direction of the
9 Governing Board to wind up business by a specified date which date shall be at least one
10 (1) year from the date of the vote to terminate. Upon the final termination date, this
11 Agreement shall be fully terminated.

12 b. Upon termination of this Agreement, all property acquired during the life
13 of the Agreement remaining in ownership of NORCOM shall be disposed of in the
14 following manner:

15 i. All real and personal property purchased pursuant to this
16 agreement and all unexpended funds or reserve funds, net of all
17 outstanding Agency liabilities, shall be distributed to those
18 Principals still participating in NORCOM on the day prior to
19 the termination date and shall be apportioned between
20 Principals based on the ratio that the average of each
21 Principals' paid User Fees over the preceding five years bears
22 to the total of all then remaining Principals' user fees paid
23 during such five-year period.

24 ii. In the event outstanding liabilities of NORCOM exceed the
25 value of personal and real property and funds on hand, all
26 Principals shall contribute to such liabilities in the same
27 manner as which they would share in the distribution of
28 properties and funds.

29 c. Notwithstanding the foregoing, in the event of withdrawal or termination
30 of Principals such that not more than three (3) Principals remain party to this Agreement,
31 then the Agreement shall terminate one (1) year from the first date that only three (3)
32 Principals remain.

33
34 SECTION 22. DISPUTE RESOLUTION

35 a. Whenever any dispute arises between the Principals or between the
36 Principals and NORCOM (referred to collectively in this section as the "parties") under
37 this Agreement which is not resolved by routine meetings or communications, the parties
38 agree to seek resolution of such dispute by the process described in this section, which
39 shall also be binding on Subscribers.

40 b. The parties shall seek in good faith to resolve any such dispute or concern
41 by meeting, as soon as feasible. The meeting shall include the Chair of the Governing
42 Board, the Executive Director, and the representative(s) of the Principal(s), if a
43 Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if
44 a Subscriber(s) is involved in the dispute.

45 c. If the parties do not come to an agreement on the dispute or concern, any
46 party may demand mediation through a process to be mutually agreed to in good faith

1 between the parties within 30 days, which may include binding or nonbinding decisions
2 or recommendations. The mediator(s) shall be individuals skilled in the legal and
3 business aspects of the subject matter of this Agreement. The parties shall share equally
4 the costs of mediation and assume their own costs.

5 d. If the mediation process cannot be agreed upon within 30 days, or if all parties
6 subject to the dispute agree within 30 days to proceed immediately to arbitration, then the
7 dispute or concern shall be settled by binding arbitration in accordance with Rules of the
8 American Arbitration Association and Mediation Service, or other agreed upon
9 arbitration rules. The location of the arbitration shall be mutually agreed, and its
10 proceedings will be governed by the laws of Washington. The arbitrator(s) shall be
11 individual(s) skilled in the legal and business aspects of the subject matter of this
12 Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s),
13 provided, however, that no party shall be obliged to pay more than its own costs and the
14 cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator
15 and the third arbitrator, if there are three arbitrators. Judgment upon award rendered by
16 the arbitrator(s) shall be entered in King County Superior Court.

17
18 SECTION 23. INTERGOVERNMENTAL COOPERATION. NORCOM shall
19 cooperate with local, state and federal governmental agencies in order to maximize the
20 utilization of grant funds for equipment and operations and to enhance the effectiveness
21 of public safety dispatch and public safety records operations and to minimize costs of
22 said public service delivery.

23
24 SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

25 a. Each Principal shall defend, indemnify and hold other Principals, their
26 officers, officials, employees, agents and volunteers harmless from any and all claims,
27 injuries, damages, losses or suits including attorney fees, arising out of that Principal's
28 acts or omissions in connection with the performance of its obligations under this
29 Agreement, except to the extent the injuries or damages are caused by another Principal,

30 b. Each Principal shall defend, indemnify and hold NORCOM and its
31 officers, officials, employees and volunteers harmless from any and all claims, injuries,
32 damages, losses or suits including attorney fees, arising out of that Principal's acts or
33 omissions in connection with the performance of its obligations under this Agreement,
34 except to the extent the injuries and damages are caused by NORCOM.

35 c. Should a court of competent jurisdiction determine that this Agreement is
36 subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily
37 injury to persons or damages to property caused by or resulting from the concurrent
38 negligence of a party hereto and NORCOM, its officers, officials, employees, and
39 volunteers, the party's liability hereunder shall be only to the extent of the party's
40 negligence. It is further specifically and expressly understood that the indemnification
41 provided herein constitutes the party's waiver of immunity under Industrial Insurance
42 Title 51 RCW, solely for the purpose of this indemnification. This waiver has been
43 mutually negotiated by the parties. The provisions of this section shall survive the
44 expiration or termination of this Agreement.

45 d. Each party shall give the other parties proper notice of any claim or suit
46 coming within the purview of these indemnities. The indemnitor will assume the defense

1 of any claim, demand or action against such indemnitees and will, upon the request of the
2 indemnitees, allow the indemnitees to participate in the defense thereof, such
3 participation to be at the expense of the indemnitees. The indemnitees will in any case
4 cooperate fully with the indemnitor in the defense and will, at their expense, provide all
5 relevant documents, witnesses and other assistance within their possession or control
6 upon the reasonable request of the indemnitor. Settlement by the indemnitees without the
7 indemnitor's prior written consent shall release the indemnitor from the indemnity as to
8 the claim, demand or action so settled. Termination of this Agreement, a Principal's
9 withdrawal from NORCOM, or a Principal's conversion to Subscriber status, shall not
10 affect the continuing obligations of each of the parties as indemnitors hereunder with
11 respect to those indemnities and which shall have occurred prior to such termination.

12 SECTION 25. INSURANCE. NORCOM shall obtain and provide insurance, to the
13 extent practicable, against loss or liability for the actions of NORCOM's Governing
14 Board, Joint Operating Board, Police Service Board, Fire/EMS Service Board, Executive
15 Director and staff. To the extent practicable, all Participating Agencies shall be named as
16 additional insureds on any policy, including pool insurance.

17
18 SECTION 26. NOTICE. Notices required to be given to NORCOM under the terms of
19 this Agreement shall be directed to the following unless all parties are otherwise notified
20 in writing:

21 Chair, NORCOM Governing Board
22 c/o his/her Principal agency's address
23

24 Notices to Principals or Subscribers, Members or Representatives required hereunder
25 may be given by mail, overnight delivery, facsimile, telegram, email (with confirmation
26 of transmission) or personal delivery. Any Principal wishing to change its mail or email
27 address shall promptly notify the Chair of the Governing Board. Notice or other written
28 communication shall be deemed to be delivered at the time when the same is postmarked
29 in the mail or overnight delivery services, sent by facsimile with confirmation of
30 transmission, sent by telegram, or received by personal delivery.

31
32 SECTION 27. VENUE. The venue for any action related to this Agreement shall be in
33 the Superior Court in and for King County, Washington at Seattle.
34

35 SECTION 28. FILING: As provided by RCW 39.34.040, this Agreement shall be filed
36 prior to its entry in force with the clerks of each Principal, the King County Department
37 of Records and Elections, the Secretary of State, and such other governmental agencies as
38 may be provided by law.
39

40 SECTION 29. NO THIRD PARTY BENEFICIARIES. There are no third-party
41 beneficiaries to this agreement. No person or entity other than a party to this agreement
42 shall have any rights hereunder or any authority to enforce its provisions, and any such
43 rights or enforcement must be consistent with and subject to the terms of this agreement.
44

1 SECTION 30. SEVERABILITY. The invalidity or any clause, sentence, paragraph,
2 subdivision, section or portion of this agreement shall not affect the validity of the
3 remainder of the Agreement.
4

5 SECTION 31. REPEALER AND RATIFICATION. All prior acts taken by the
6 Principals consistent with this Agreement are hereby ratified and confirmed.
7

8 SECTION 32. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE. This
9 Agreement and any amendments thereto, shall be executed on behalf of each Principal by
10 its duly authorized representative and pursuant to an appropriate motion, resolution or
11 ordinance. The Agreement may be executed in any number of counterparts, each of
12 which shall be an original, but those counterparts will constitute one and the same
13 instrument. The agreement shall be deemed adopted and effective on November 1, 2007,
14 subject to prior filing of same as required by Section 27 hereof, and further subject to the
15 agreement having been executed on or prior to such date by: (1) Principals with fire/EMS
16 operations which operations cumulatively received not less than eighty five percent
17 (85%) of the total calls for fire/EMS service in King County Emergency Management
18 Zone 1 in 2006, with such Principals having also executed an Initial Election to Receive
19 Emergency Service Communications in the form of Exhibit A for their respective
20 Fire/Emergency medical services operations; and (2) the Cities of Bellevue, Kirkland and
21 Mercer Island with such cities having also executed an Initial Election to Receive
22 Emergency Service Communications in the form of Exhibit A for their respective police
23 operations.
24

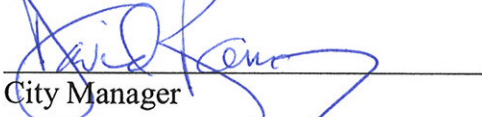
25 IN WITNESS WHEREOF, this Agreement has been executed by each Principal
26 on the date set forth below:
27
28

29 CITY OF BELLEVUE

30 
31 City Manager

10/18/2007
Date

32
33 CITY OF KIRKLAND

34 
35 City Manager

10/19/07
Date

36
37
38 CITY OF MERCER ISLAND

39 
40 City Manager

10-19-2007
Date

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CITY OF MEDINA

City Manager

Date

CITY OF CLYDE HILL

City Manager

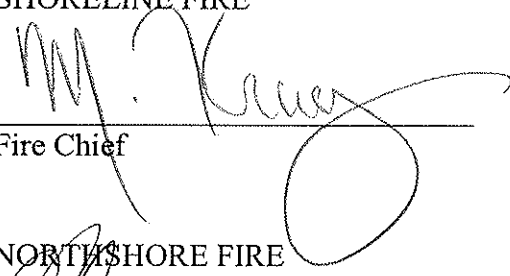
Date

WOODINVILLE FIRE & LIFE SAFETY

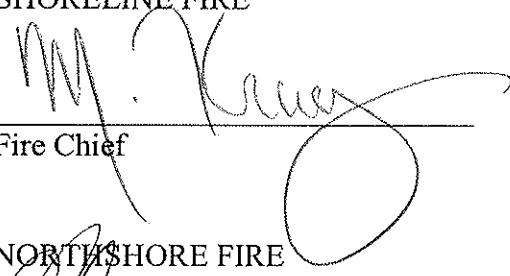
Fire Chief

Date

SHORELINE FIRE

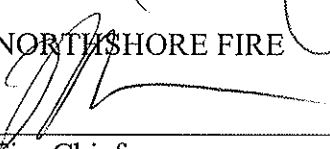


Fire Chief

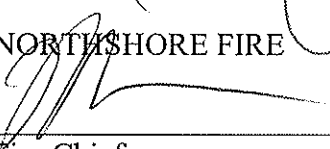


Date 10/19/2007

NORTHSHORE FIRE



Fire Chief



Date 10-19-07

KING COUNTY FIRE DIST 27

Board Chair

Date

CITY OF BOTHELL

City Manager

Date

EASTSIDE FIRE AND RESCUE

Fire Chief

Date

10/19/07

KING AND KITTITAS COUNTIES
FIRE DISTRICT 51

Fire Chief

Date

KING COUNTY FIRE DIST 45

~~Board Chair~~ Fire Chief

Date

10/19/07

City of Snoqualmie

Mayor

Date

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City Manager

Date

CITY OF MEDINA

City Manager

Date

CITY OF CLYDE HILL

City Manager

Date

WOODINVILLE FIRE & LIFE SAFETY

Fire Chief

Date

SHORELINE FIRE

Fire Chief

Date

NORTHSHORE FIRE

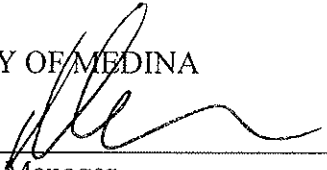
Fire Chief

Date

KING COUNTY FIRE DIST 27

Chris Connor
Fire Chief

10/23/2007
Date

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11	CITY OF CLYDE HILL	
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37	KING COUNTY FIRE DIST 27	
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40	_____	_____
41	Board Chair	Date
42		

CITY OF MERCER ISLAND

City Manager

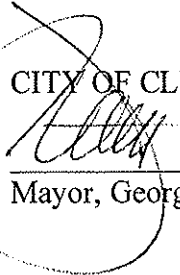
Date

CITY OF MEDINA

City Manager

Date

CITY OF CLYDE HILL



Mayor, George S. Martin

10/23/07
Date

WOODINVILLE FIRE & LIFE SAFETY

Fire Chief

Date

SHORELINE FIRE

Fire Chief

Date

NORTHSHORE FIRE

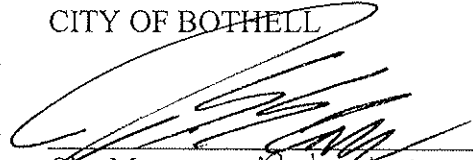
Fire Chief

Date

KING COUNTY FIRE DIST 27

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CITY OF BOTHELL


City Manager Robert S. Stowe

Oct. 25, 2007
Date

EASTSIDE FIRE AND RESCUE

Fire Chief Date

KING AND KITTITAS COUNTIES
FIRE DISTRICT 51

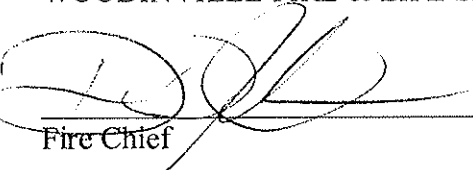
Fire Chief Date

KING COUNTY FIRE DIST 45

Board Chair Date

City of Snoqualmie

Mayor Date

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8	City Manager	Date
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11	CITY OF CLYDE HILL	
12	_____	_____
13	City Manager	Date
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17	WOODINVILLE FIRE & LIFE SAFETY	
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20	_____	<u>10-25-2007</u>
21	Fire Chief	Date
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25	SHORELINE FIRE	
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28	_____	_____
29	Fire Chief	Date
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32	NORTHSHORE FIRE	
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34	_____	_____
35	Fire Chief	Date
36		
37	KING COUNTY FIRE DIST 27	
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40	_____	_____
41	Board Chair	Date
42		

1 CITY OF BOTHELL
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6 City Manager Date
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8 EASTSIDE FIRE AND RESCUE
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11 _____
12 Fire Chief Date
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14 KING AND KITTITAS COUNTIES
15 FIRE DISTRICT 51
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19 _____
20 Fire Chief Date
21
22 KING COUNTY FIRE DIST 45
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27 Board Chair Date
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30 City of Snoqualmie
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33 _____
34 Mayor 10/25/07
35 Date
36
37

1 CITY OF BOTHELL

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City Manager

Date

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7 EASTSIDE FIRE AND RESCUE

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Fire Chief

Date

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14 KING AND KITTITAS COUNTIES

15 FIRE DISTRICT 51

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Matt Carson

19 _____
Fire Chief

10-23-07

Date

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KING COUNTY FIRE DIST 45

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Board Chair

Date

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City of Snoqualmie

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Mayor

Date

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EXHIBIT A

**Initial Election to Receive Emergency Service Communications from
NORCOM**

All Principals shall complete and submit this document to NORCOM upon execution of the Agreement.

The undersigned, as party to the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 1, 2007, (the "Agreement") and a Principal in NORCOM hereby confirms that it elects to receive from NORCOM emergency service communications as defined in the Agreement, for its

☒ Police department/operation

☒ Fire/Emergency Medical Services department/operation

as and when such service becomes available in accordance with the Agreement.

Contact information for the elected department/operation(s) is set forth below

Signed this 18th day of October, 2007.

Principal: City of Bellevue

By:

Its: City Manager

Contact Information for Served department/operation(s) (Name, Title, Address, Phone and e-mail):

Steve Sarkozy, City Manager
City of Bellevue
PO Box 90012
Bellevue WA 98009-9012
Ph: (425)452-4225
e-mail: ssarkozy@bellevuewa.gov

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EXHIBIT B

2007 NORCOM BUDGET

NORCOM Transition Budget

2007	
Labor Negotiations	\$50,000
Executive Director Search	\$20,000
Executive Director	\$40,000
Technology RFP and contract negotiations	\$100,000
TOTAL	\$210,000

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EXHIBIT C

NORCOM 2008 BUDGET

2008	
Executive Director Salary	\$160,000
Technology Project Manager	\$115,000
CAD, RMS, and Mobile System Administration 3.0 FTE (assumes 6 mos)	\$150,000
Back-Up System Administrator (assumes 6 mos)	\$50,000
Capital Reserve	\$250,000
Facility Modifications	\$100,000
Total 2008	\$825,000

1 EXHIBIT D

2
3 North East King County
4 Regional Public Safety Communication Center Initiative

5
6 Statement of Operating Value and Principles

7
8 As approved by Steering Committee 9-16-05

9
10 The **Core Mission** of the North East King County Public Safety Communication
11 Agency is to provide high quality emergency service communications to the
12 public for emergency medical services, fire and police. We will carry out this
13 mission by receiving calls for service; dispatching resources in response to such
14 calls; tracking and coordinating information flow and resources to assist
15 responders; initiating records for all emergency events; and enhancing
16 effectiveness, efficiency, coordination and interoperability of emergency service
17 providers.

18
19 The **Core Values** of the Agency are:

- 20
21 1. **Deliver Excellent Service to the Public:** We shall meet all regional and
22 national standards in the delivery of public safety communications services.
23 *Be outstanding.*
24
25 2. **Provide a Good Value:** We will provide effective service while using
26 resources wisely. *Be efficient.*
27
28 3. **Customer Service:** We shall provide the best possible service to the public,
29 to member and subscriber agencies, and to other public safety service
30 providers. The Agency shall actively listen to customers, anticipate their
31 needs, and exceed their expectations. *Be responsive.*
32
33 4. **Participatory Governance:** We will give all participating agencies, whether
34 principals or subscribers, a meaningful voice in the operating decisions of the
35 Agency. Agency employees shall be treated with respect and empowered to
36 contribute to the success of the Agency. We will make decisions by
37 consensus whenever possible, involving all parties. *Work together.*
38
39 5. **Promote Interagency Collaboration, Communication and**
40 **Interoperability:** We will operate in ways to enhance and promote these
41 values by working for the good of everyone, not just those served by our
42 Agency. We will be good neighbors. *Be open.*
43
44 6. **Consider the Future:** We will continuously identify public and customer
45 needs and changes in the public safety environment. We will be willing to

bring in new partners or assume new responsibilities over time, if doing so is consistent with the Core Mission. *Be innovative.*

Initial Operating Principles shall be to:

- A. Operate in a way that is accountable and transparent to the public and participating agencies.
- B. Govern the Agency through a board on which all principals have a voice and a vote.
- C. Make operational decisions primarily through the use of two operational boards, one for Police, one for Fire / Emergency Medical Services. Both boards shall meet regularly, together and separately.
- D. Seek to understand and address the unique needs of Police, Fire and EMS agencies as well as the disparate needs of small and large agencies. We will strive to address these needs equitably in all operating and financial decisions.
- E. Work to attract and retain a high quality workforce. Our workers will be empowered and trusted to make decisions, trained to have a superb understanding of the jurisdictions and territories they serve, and highly trained to understand the needs of the public and all public safety agencies served by the Agency.
- F. Manage peaks in demand and maintain service standards.
- G. Employ rigorous quality control and reporting practices.
- H. Manage Agency budgets to control or reduce costs.
- I. Provide fee stability by minimizing large changes in capital expenditures and user operating fees from year to year.
- J. Adopt fees and charges that encourage effective and efficient use of agency resources; recognizes both the benefits of access to system capacity as well as actual system usage; addresses the need for continuous investment through capital reserves and contingency funds; and recognizes the different system usage characteristics of police and fire/EMS agencies.

1 **Appendix A to Interlocal Agreement**

2
3 **User Fee Formulas**

4
5 User Fees are to be paid quarterly per Section 12.e of the Agreement, each
6 January 15, April 15, July 15 and October 15. The attached fee formulas derive
7 the total User Fees due in any "Fee Period."

8
9 User Fees are calculated and charged separately for each emergency
10 communications service provided; that is, a Principal or Subscriber that has
11 elected to receive Emergency Communications Services from NORCOM for both
12 Police and Fire/EMS agencies will pay one User Fee for service to its Police
13 agency and one User Fee for service to its Fire/EMS agency. A Principal that
14 has elected to receive only police or Fire/EMS Emergency Communications
15 Service from NORCOM only pays a User Fee for the service so received.

16
17 The **Transition Period** is the time period beginning on the date which NORCOM
18 has been legally formed until such time as NORCOM begins delivering
19 Emergency Communications Services. User Fee formulas applicable during the
20 Transition Period are defined at **Appendix A-1**.

21
22 Once NORCOM begins delivering Emergency Communications Services to
23 Principals and Subscribers (the "**Full Operations Period**") the User Fee
24 formulas shall be as set forth in **Appendix A-2**. *(Note that this means that*
25 *NORCOM will not start operations for one service in advance of the other: that is,*
26 *both police and fire agencies will be served by NORCOM beginning on the same*
27 *date).*

28
29 Capitalized terms used in Appendices A-1 and A-2 not otherwise defined have
30 the meaning set forth in the body of the Agreement.

Appendix A-1

User Fees During Transition Period

User Fees for each **Principal** and **Subscriber** are charged on the *same* basis during the Transition Period.

The User Fee formula during each year in the Transition Period (or portion of a year, in the event the Transition Period starts or ends in the middle of a calendar/budget year) shall be as set forth below. See **Example 1**.

For fire agencies (whether a Principal or a Subscriber):

$$U = (C(i) \div C(f)) \times (50\% \times B) + D$$

For police agencies (whether a Principal or a Subscriber):

$$U = (C(i) \div C(p)) \times (50\% \times B) + D$$

Where:

U is the User Fee payable by an individual Principal or Subscriber during the **Fee Period**.

C(i) is the number of **Calls for Service** as reported by the dispatching agency for that **individual** Principal or Subscriber's **Charged Operation** for the most recent year for which such data is reported.

C(f) is the number of **Calls for Service** as reported by the dispatching agencies for **all Charged Fire/EMS Operations** for the most recent year for which such data is reported.

C(p) is the number of **Calls for Service** as reported by the dispatching agencies for **all Charged Police Operations** for the most recent year for which such data is reported.

B is the **Net Adopted Budget for the Fee Period**. In cases where the **Fee Period** is less than the **Adopted Budget Term**, unless otherwise specified by the Governing Board in its budget legislation, budgeted costs and revenues for the entire term of the **Adopted Budget Term** shall be pro-rated equally per day in order to determine the size of the **Net Adopted Budget for the Fee Period**.

"D" is the amount, if any, owed by each individual Participant in the **Fee Period** for payment of its allocated share of all approved **Borrowing Program Obligation Repayments** and **Acquired Assets Charges**.

1 Upon issuance by a Principal(s) or other entities of any obligations
2 pursuant to an approved Borrowing Program per Section 13 of the Agreement, or
3 approving the acquisition of assets per Section 14 of the Agreement, the
4 Governing Board shall publish the **estimated charges** to be paid either (a) over
5 time, or (b) up front, by each Participant as a component of User Fees.
6 Estimated charges will be allocated to each Participant **Charged Operation**
7 based on the relative **Calls for Service** of that Operation in the current **Fee**
8 **Period** as compared to the total **Calls for Service** for all similarly **Charged**
9 **Operations**. The Governing Board may determine to allocate a greater
10 percentage of total costs to either police or fire/EMS **Charged Operations** group
11 based on the benefit received to those agencies from the investment/asset. The
12 Governing Board will also publish any terms related to paying estimated charges
13 up front or over time (e.g., discounts or interest rates applicable).
14

15 The actual amount of “D” in any **Fee Period** will be determined by adding
16 the total **Borrowing Obligation Repayment Program** amounts due in the **Fee**
17 **Period** together with any amounts due in the **Fee Period** for repayment of
18 **Acquired Assets Charges**, and allocating these costs between **Charged**
19 **Operations** (police and fire/EMS) as approved by the Governing Board. Each
20 Participant’s share of “D” shall be based upon the relative **Calls for Service** for
21 the **Fee Period** of a Participant’s **Charged Operation** as compared to the total
22 **Calls for Service** of other similar **Charged Operations**.
23

24 A Participant may elect to pay down all or a portion of its total estimated
25 “D” obligation rather than pay over time. A Participant electing to pay down its
26 estimated “D” obligation, however, may owe additional amounts in the future (or
27 be entitled to credit against User Fees otherwise payable) associated with a
28 **Borrowing Obligation Repayment Program** or **Acquired Asset Charges**
29 depending on changes over time in: (1) the number of NORCOM Participants
30 participating in repayment of the Borrowing Program or Acquired Asset Charges;
31 (2) offsetting contributions toward “D” paid by Subscribers; and (3) changes in
32 the relative number of **Calls for Service** of Participants. The Governing Board
33 shall determine when to impose or credit such under or overpayments to
34 Participants who have paid down their obligation.
35

36 **Net Adopted Budget** means the budget approved by the Governing Board after
37 action by individual Principals and Subscribers, and applicable in the time period
38 for which the **User Fee** is calculated, less (1) **Outside Revenues**, (2) the
39 **Borrowing Program Obligation Repayment**, and (3) **Acquired Assets**
40 **Charges** repayable in the **Adopted Budget Term**.
41

42 **Adopted Budget Term** means the period of time for which the **Net Adopted**
43 **Budget** is applicable, typically one or two calendar years depending on whether
44 NORCOM has an annual or biennial budget.
45

1 **Fee Period** means the period of time for which a **User Fee** is calculated, typically
2 for a complete **Adopted Budget Term**. However, different **User Fee** formulas
3 apply during the Transition Period, and Full Operations Period. Therefore, the
4 **Fee Period** will be the time in which a specific **User Fee** formula is applicable
5 within an **Adopted Budget Term**. *For example*, if NORCOM has an annual
6 calendar year budget, and goes from the Transitional Period to the Full
7 Operations Period on May 1 of that year, the Fee Period for the Transitional
8 Period is 4 months, and the Fee Period for the Full Operations Period is 8
9 months (the balance of the budget period).

10
11 **Call for Service** means any request for service or unit initiated activity resulting
12 in creation of a Computer Aided Dispatch (CAD) incident report and interaction
13 with dispatch agency personnel. *Provided*, that if a Participant annexes territory
14 (or otherwise assumes fire/EMS or police service responsibilities for a larger
15 geographic area) resulting in at least a 10% increase in its service population for
16 a **Charged Operation**, then for each complete calendar quarter from and after
17 the effective date of the annexation **C(i)** (and, correspondingly as appropriate
18 **C(f)** and **C(p)**) shall be increased to include the **Calls for Service** in the annexed
19 area as reported by the former service provider to the area during the most
20 recent year for which such data is available.

21
22 **Charged Operation** refers to an individual Principal's or Subscriber's fire or
23 police agency/operation being charged under a **User Fee** formula. **Charged**
24 **Fire/EMS Operations** or **Charged Police Operations** refers to the combined
25 total of *all fire/EMS or police agencies, respectively*, that have elected to receive
26 service from NORCOM.

27
28 **Borrowing Program Obligation Repayment** is the amount, if any, of principal
29 and interest due and owing by NORCOM for the timely repayment during the
30 period of borrowing obligations entered into by any and all Principals or other
31 entities for or on behalf of NORCOM pursuant to Section 13 of the Agreement. A
32 Participant may elect to pay down some or all of its current and future year
33 **Borrowing Program Obligation Repayment** charges rather than pay over time.

34
35 **Acquired Assets Charges** means the amount, if any, owing by NORCOM for
36 the repayment of NORCOM's acquisition of any assets per Section 14 of the
37 Agreement. A Participant may elect to pay down some or all of its current and
38 future year **Acquired Assets Charges** rather than pay over time.

39
40 **Outside Revenues** means revenues received by NORCOM from sources other
41 than **User Fees** that may be available from time to time to offset the operating
42 and capital costs of NORCOM in an **Adopted Budget Term**. **Outside**
43 **Revenues** include by way of example and without limitation monies allocated to
44 NORCOM from a countywide "medic one" levy and grants.

- 1 The Governing Board will determine at the end of each budget term how to apply
- 2 any under- or over-expenditure of budgeted revenues received.

Appendix A-2

User Fee Formula: From and After Point of Initiating Service Delivery to All Principals and Subscribers (Full Operations Period)

User Fees for each **Principal** and **Subscriber** are based on *different formulas* during the Full Operations Period; additionally, there is a distinction between User Fees paid by those *initial Principals and Subscribers* (see definition of "S" below) and other Principals and Subscribers.

Subscribers User Fees are calculated at 106% of the User Fee that an agency (Police or Fire/EMS) would pay if it were a Principal.

The User Fee formula during each year of the Full Operations Period (or portion of a year, in the event the Full Operations Period starts during a calendar year) shall be as set forth below (See **Example 4**):

For Fire/EMS agencies that are **Principals**:

$$U = [(C(i) \div C(f)) \times (50\% \times B)] + S + E + D$$

For Fire/EMS agencies that are **Subscribers**:

$$U = \{[(C(i) \div C(f)) \times (50\% \times B)] \times 106\%\} + S + E + D$$

For Police agencies that are **Principals**:

$$U = [(C(i) \div C(p)) \times (50\% \times B)] + S + E + D$$

For Police agencies that are **Subscribers**:

$$U = \{[(C(i) \div C(p)) \times (50\% \times B)] \times 106\%\} + S + E + D$$

Where:

U is the **User Fee** payable by an individual Principal's or Subscriber's (as applicable) Police or Fire/EMS agency for Emergency Communications Services provided during the **Fee Period**.

C(i) is the **annual average** number of **Calls for Service** of the individual Principal's or Subscriber's **Charged Operation** (Fire/EMS or Police), determined based on the number of **Calls for Service** by the Principal's **Charged Operation** (Fire/EMS or Police) over the two-year historical **Call Calculation Period**. See **Example 3**.

1 **C(f)** is the **annual average** of the total number of **Calls for Service** of all
2 **Charged Fire/EMS Operations** for all Principals and Subscribers over the two-
3 year **Call Calculation Period**.

4
5 **C(p)** is the **annual average** of the total number of **Calls for Service** of all
6 **Charged Police Operations** for all Principals and Subscribers over the two-year
7 **Call Calculation Period**.

8
9 **B** is the **Net Adopted Budget for the Fee Period**. In cases where the **Fee**
10 **Period** is less than the **Adopted Budget Term**, unless otherwise specified by
11 the Governing Board in its adopted budget legislation, budgeted costs and
12 revenues for the entire term of the **Net Adopted Budget** shall be pro-rated
13 equally per day in order to determine the size of the **Adopted Budget for the**
14 **Fee Period**.

15
16 **S** is the "**Smoothing Rebate**" as calculated in **Exhibit 2** and is a **fixed sum**
17 allocated between **Initial Participants** based on their relative Calls for Service
18 over the first seven years of the Full Operations Period (the "**Smoothing Term**").
19 **Initial Participants** include: (1) all Principals who are initial signatories of the
20 Agreement; and (2) any Subscriber entering into a service contract with
21 NORCOM within 4 (four) months of the effective date of the Agreement. A
22 Principal or Subscriber who is **not** an Initial Principal or Subscriber shall have a
23 **Smoothing Rebate** of \$0. An Initial Principal or Subscriber whose status is
24 converted (i.e., a Principal that becomes a Subscriber or vice versa) during the
25 **Smoothing Term** shall retain its right/obligation to receive/pay the remaining
26 **Smoothing Rebate** amounts as originally scheduled. An **Initial Principal** or a
27 Subscriber which receives a *reduction* in its User Fees from the Smoothing
28 Rebate calculation (i.e., any **Initial Participant** other than the City of Bellevue)
29 and which withdraws from the Agreement (or has its receipt of NORCOM
30 services terminated by action of the Governing Board) during the **Smoothing**
31 **Term** is responsible for the repayment to NORCOM of the sum of all **Smoothing**
32 **Rebate** amounts credited to that Participant under the User Fee formula through
33 the date of termination or withdrawal, such repayment to be made in full within
34 sixty days of the date of termination or withdrawal. See **Examples 2 and 4**.

35
36 **E** is the charge applicable to a Principal or Subscriber which has requested (and
37 for which the Governing Board has agreed to provide) dedicated staffing and / or
38 equipment exceeding the standard operating policy allocation. "**E**" shall be
39 calculated to include the costs (including all direct costs and an appropriate
40 percentage of reasonably attributable indirect costs incurred by NORCOM) of
41 such extra staffing and/or equipment, together with a surcharge of 20% on such
42 costs. "**E**" shall be calculated to ensure that all other Participants are held
43 harmless from any impact on their **User Fees** as a result of such additional
44 staffing and/or equipment. The Governing Board shall determine the application
45 of revenues from the 20% surcharge.

1 "D" is the amount, if any, owed by each individual Participant in the **Fee Period**
2 for payment of its allocated share of all approved **Borrowing Program**
3 **Obligation Repayments** and **Acquired Assets Charges**.

4
5 Upon issuance by a Principal(s) or other entities of any obligations
6 pursuant to an approved Borrowing Program per Section 13 of the Agreement, or
7 approving the acquisition of assets per Section 14 of the Agreement, the
8 Governing Board shall publish the *estimated charges* to be paid either (a) over
9 time, or (b) up front, by each Participant as a component of User Fees.
10 Estimated charges will be allocated to each Participant **Charged Operation**
11 based on the relative **Calls for Service** of that Operation in the current **Fee**
12 **Period** as compared to the total **Calls for Service** for all similarly **Charged**
13 **Operations**. The Governing Board may determine to allocate a greater
14 percentage of total costs to either police or fire/EMS **Charged Operations** group
15 based on the benefit received to those agencies from the investment/asset. The
16 Governing Board will also publish any terms related to paying estimated charges
17 up front or over time (e.g., discounts or interest rates applicable).

18
19 The actual amount of "D" in any **Fee Period** will be determined by adding
20 the total **Borrowing Obligation Repayment Program** amounts due in the **Fee**
21 **Period** together with any amounts due in the **Fee Period** for repayment of
22 **Acquired Assets Charges**, and allocating these costs between **Charged**
23 **Operations** (police and fire/EMS) as approved by the Governing Board. Each
24 Participant's share of "D" shall be based upon the relative **Calls for Service** for
25 the **Fee Period** of a Participant's **Charged Operation** as compared to the total
26 **Calls for Service** of other similar **Charged Operations**.

27
28 A Participant may elect to pay down all or a portion of its total estimated
29 "D" obligation rather than pay over time. A Participant electing to pay down its
30 estimated "D" obligation, however, may owe additional amounts in the future (or
31 be entitled to credit against User Fees otherwise payable) associated with a
32 **Borrowing Obligation Repayment Program** or **Acquired Asset Charges**
33 depending on changes over time in: (1) the number of NORCOM Participants
34 participating in repayment of the Borrowing Program or Acquired Asset Charges;
35 (2) offsetting contributions toward "D" paid by Subscribers; and (3) changes in
36 the relative number of **Calls for Service** of Participants. The Governing Board
37 shall determine when to impose or credit such under or overpayments to
38 Participants who have paid down their obligation.

39
40 **Net Adopted Budget** means the budget approved by the Governing Board after
41 action by all individual Principals and Subscribers, and applicable in the time
42 period for which the **User Fee** is calculated, less (1) **Outside Revenues**, (2) the
43 **Borrowing Repayment Obligation**, and (3) **Acquired Assets Charges**
44 repayable in the **Adopted Budget Term**.

1 **Adopted Budget Term** means the period of time for which the **Net Adopted**
2 **Budget** is applicable, typically one or two calendar years depending on whether
3 NORCOM has an annual or biennial budget.

4
5 **Fee Period** means the period of time for which a **User Fee** is calculated, typically
6 for a complete **Adopted Budget Term** of one or two years. However, different
7 **User Fee** formulas apply during the Transition Period and Full Operations
8 Period. Therefore, the **Fee Period** will be the time in which a specific **User Fee**
9 formula is applicable within an Adopted Budget Term. *For example*, if NORCOM
10 has an annual calendar year budget and goes from the Transitional Period to the
11 Full Operations Period on May 1 of that year, the **Fee Period** for the Transitional
12 Period is 4 months, and the **Fee Period** for the Full Operations Period is 8
13 months (the balance of the budget period).

14
15 **Charged Operation** refers to an individual Principal's or Subscriber's fire/EMS
16 agency/operation, being charged under a **User Fee** formula. **Charged Fire/EMS**
17 **Operations** or **Charged Police Operations** refers to the combined total of *all*
18 *fire/EMS or all police agencies, respectively*, that have elected to receive service
19 from NORCOM.

20
21 The **Call Calculation Period** is defined as the first calendar quarter of the
22 preceding budget year, and the 7 calendar quarters preceding that. (For
23 example, in 2007, the calls for service would be based on calls from the first
24 quarter of 2006, plus the preceding 7 calendar quarters—all of 2005, and the last
25 three quarters of 2004).

26
27 **Calls for Service** shall be defined as per **Exhibit 1**, *provided* that until NORCOM
28 has been in operation for more than three years, the calculation of the number of
29 **Calls for Service** shall be determined in whole or in part (to the extent necessary
30 to determine the two-year average number of calls for service) based on the
31 number of **Calls for Service** by each **Charged Operation** as reported by the
32 records of the dispatch agency previously serving each **Charged Operation**
33 consistent with the definition of **Calls for Service** in Appendix A-1. *Provided*
34 *further*, that if a Participant annexes territory (or otherwise assumes fire/EMS or
35 police service responsibilities for a larger geographic area) resulting in at least a
36 10% increase in its service population for a **Charged Operation**, then for each
37 complete calendar quarter from and after the effective date of the annexation **C(i)**
38 (and, correspondingly as appropriate **C(f)** and **C(p)**) shall be increased to include
39 the **Calls for Service** in the annexed area as reported by the former service
40 provider to the area during the **Call Calculation Period**. **Calls for Service**
41 experienced by the Participant in the annexed area shall be incorporated in the
42 **User Fee** calculation as that information becomes available; that is, **C(i)** (and
43 **C(f)** and **C(p)** as appropriate) for the annexed area will at first be based entirely
44 on the former service provider's experience, but as the Participant provides
45 service within the **Call Calculation Period**, the Participant's **Calls for Service** in

1 the annexed area will be used (in part and eventually in whole) for calculating
2 **C(i)** (and correspondingly as appropriate **C(f)** and **C(p)**).
3

4 **Borrowing Program Obligation Repayment** is the amount, if any, of principal
5 and interest due and owing by NORCOM for the repayment of borrowing
6 obligations entered into by any and all Principals for or on behalf of NORCOM
7 pursuant to Section 13 of the Agreement. A Participant may elect to pay down
8 some or all of its allocation of current and future year **Borrowing Program**
9 **Obligation Repayments** charges rather than pay over time
10

11 **Acquired Assets Charges** means the amount, if any, owing by NORCOM for
12 the repayment of NORCOM's acquisition of any assets per Section 14 of the
13 Agreement. A Participant may elect to pay down some or all of its current and
14 future year **Acquired Assets Charges** rather than pay over time.
15

16 **Outside Revenues** means revenues received by NORCOM from sources other
17 than User Fees that may be available from time to time to offset the operating
18 and capital costs of NORCOM. **Outside Revenues** include by way of example
19 and without limitation monies allocated to NORCOM from a countywide "medic
20 one" levy and grants.
21

22 The Governing Board will determine at the end of each budget term how to apply
23 any under- or over-expenditure of budgeted revenues received.
24
25
26
27
28
29
30

Exhibit 1

Definition of "Calls for Service"

The purpose of this Exhibit 1 is to define Calls for Service for purposes of billing/funding calculations and to provide statistical data to user agencies. Per Appendix A-2, NORCOM will bill each Principal and Subscriber based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit 1.

NORCOM defines a Call for Service for workload analysis and user fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident and interaction with NORCOM personnel, with the exception of the following:

- a. Any mutual aid incident where another NORCOM Participant within the same classification (police/fire/medic) is dispatched as the primary responding agency. For example, a police department that responds into another police department's jurisdiction to provide assistance does not constitute a Call for Service. However, an incident involving police, fire and medic units would result in a Call for Service for all three classifications. In addition, any mutual aid request dispatched to a location outside the NORCOM service area constitutes a Call for Service unless the agency has a contractual agreement with the communications center making the request.
- b. Any incident that is a duplicate of another Call for Service.
- c. Any incident that is cancelled by NORCOM personnel due to an error or similar internal reasons. This does not include incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Routine traffic stops initiated by officers using a mobile data device will not result in any portion of a Call for Service, unless the circumstances change requiring dispatcher involvement (ie. warrant arrest, criminal activity, pursuit, etc.), which would then be categorized as officer initiated police activity and counted as a full Call for Service.
- e. Any informational broadcast such as an Attempt To Locate (ATL) or Be On The Look Out (BOLO).
- f. Any informational incident created solely for the purpose of assisting the dispatcher in tracking unit activity.

1 If there are significant anomalies in the manner calls have been measured by
2 different dispatch agencies, those anomalies shall be adjusted in a manner
3 determined reasonable by the Governing Board in order to develop a fair means
4 for determining the number of calls across all agencies

5
6

User Fee Examples
Transition Budget Cost Allocation
Example 1

Assumptions:

- a. The **Fee Period** is calendar Year X
- b. No Debt ($D = 0$)
- c. Principals and Subscribers and Calls for Service per Table 1 below
- d. Adopted Transition Budget for calendar Year X of \$1,210,000
- e. Outside revenues from Capital Federal Grant for purchasing equipment included in budget in amount of \$1.0

Calculation:

$B = \$210,000$ **Net Adopted Budget** to be allocated once Grant is subtracted

For Fire agencies whether Principals or subscriber

$$U = (C(i) \div C(f)) \times (50\% \times B) + D$$

Jurisdiction D: $U = (7,800 \div 33,500) \times (50\% \times \$210,000)$

$$U = .23 \times 105,000$$

$$U = \$24,448$$

For Police agencies whether Principals or subscriber

$$U = (C(i) \div C(p)) \times (50\% \times B) + D$$

Jurisdiction A: $U = (16,000 \div 32,000) \times (50\% \times \$210,000)$

$$U = .50 \times 105,000$$

$$U = \$52,500$$

	C(i)	$\frac{C(i)}{C(f)}$ $\frac{C(i)}{C(p)}$	U	
Principals	Calls for Service	Percentage of Calls for Service	Annual User Fee	Quarterly User Fee
Fire:				
Jurisdiction D	7,800	23.3%	24,448	6,112
Jurisdiction E	6,300	18.8%	19,746	4,937
Jurisdiction F	4,800	14.3%	15,045	3,761
Jurisdiction G	12,400	37.0%	38,866	9,716
Jurisdiction H*	2,200	6.6%	6,896	1,724
C(f)	33,500	100.0%	105,000	26,250
Police:				
Jurisdiction A	16,000	50.0%	\$52,500	\$13,125
Jurisdiction B	4,000	12.5%	13,125	3,281
Jurisdiction C	12,000	37.5%	39,375	9,844
C(p)	32,000	100.0%	105,000	26,250
Total Fire and Police	65,500	100.0%	\$210,000	\$26,250

* Subscriber

User Fee Examples
Calculation of Annual Average Calls for Service in the Call Calculation Period For Year 4
Example 3

C(f) = 33,753
C(p) = 33,643

Principals	Year 1				Year 2				Year 3		Total Calls over 8 Calendar Qtrs
	Qtr 1 (not used as part of Call Calculation Period)	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2 thru Qtr 4 Not Part of Calculation	
Fire:											
Jurisdiction D		1,950	2,000	1,900	1,950	1,925	1,975	1,965	1,850		15,515
Jurisdiction E		1,575	1,525	1,625	1,575	1,550	1,500	1,575	1,600		12,525
Jurisdiction F		1,200	1,100	1,300	1,200	1,225	1,250	1,275	1,300		9,850
Jurisdiction G		3,100	3,000	3,300	3,000	3,110	3,200	3,175	3,210		25,095
Jurisdiction H		550	575	525	550	525	580	600	615		4,520
Total Fire		8,375	8,200	8,650	8,275	8,335	8,505	8,590	8,575		67,505
Police:											
Jurisdiction A		4,000	4,100	3,900	4,000	4,250	4,175	4,200	4,350		32,975
Jurisdiction B		1,000	900	1,100	1,000	1,250	1,110	1,200	1,150		8,710
Jurisdiction C		3,000	3,500	2,500	3,000	3,300	3,525	3,275	3,500		25,600
Total Police		8,000	8,500	7,500	8,000	8,800	8,810	8,675	9,000		67,285
Total Fire & Police		16,375	16,700	16,150	16,275	17,135	17,315	17,265	17,575		134,790

User Fee Examples

Calculation of User Fees in Full Operation Period

Example 4

Assumptions:

- a. Fee Period = Year 4
- b. Annual Average Calls for service same as Example 3
- c. Smoothing Rebate carried forward two years from Example 2 (two months of $S(y_3)$ plus 10 months of $S(y_4)$)
- d. No Debt ($D = 0$)
- e. No Extras ($E = 0$)
- f. $B = \$5,400,000$
- g. Jurisdictions A&D = Bellevue Police and Fire
- h. All jurisdictions are initial participants

Part 1: Smoothing Rebate Calculation:

Smoothing Rebate/Charge

$$S(Ya) = ((907,000 + 12) \times 2) + ((757,000 + 12) \times 10) = \$958,333$$

$$S(Ya) = 755,833 + 126,167 = \$882,000$$

For Initial Participants who are Fire/EMS agencies: example Jurisdiction E

$$S(i) = (70\% \times S(Ya)) \times (C(i) \div C(sf))$$

$$S(i) = (.70 \times 882,000) \times (6,263 \div 25,995)$$

$$S(i) = (617,400) \times .241$$

$$S(i) = (\$148,739)$$

For Initial Participants who are Police agencies: example Jurisdiction B

$$S(i) = (30\% \times S(Ya)) \times (C(i) \div C(sp))$$

$$S(i) = (.30 \times 882,000) \times (4,355 \div 17,155)$$

$$S(i) = (264,600) \times .254$$

$$S(i) = (\$67,172)$$

For Initial Participants who are Fire/EMS agencies: example Bellevue Fire

$$S(i) = .70 \times 882,000$$

$$S(i) = \$617,400$$

For Initial Participants who are Police agencies: example Bellevue Police

$$S(i) = .30 \times 882,000$$

$$S(i) = \$264,600$$

SMOOTHING CALCULATION:

	C(i)	C(sf) & C(sp)	C(i) + C(sf) C(i) + C(sp)	S(i)	
Principals	Calls for Service	Smoothing Calls for Service (Less Jurisdiction A & D)	Smoothing Percentage of Calls for Service (Less Jurisdiction A & D)	Fee Period Smoothing Charge / (Rebate)	Quarterly
Fire: 70%					
Jurisdiction D	15,515	-	-	617,400	154,350
Jurisdiction E	12,525	12,525	24.1%	(148,739)	(37,185)
Jurisdiction F	9,850	9,850	18.9%	(116,972)	(29,243)
Jurisdiction G	25,095	25,095	48.3%	(298,012)	(74,503)
Jurisdiction H*	4,520	4,520	8.7%	(53,677)	(13,419)
	C(f) = 67505	C(sf) = 51990	100.0%	-	0
Police: 30%					
Jurisdiction A	32,975	-	-	264,600	\$66,150
Jurisdiction B	8,710	8,710	25.4%	(67,172)	(16,793)
Jurisdiction C	25,600	25,600	74.6%	(197,428)	(49,357)
	C(p) = 67285	C(sp) = 34310	100.0%	0	0

* Subscriber

Example 4

Part 2: USER FEE CALCULATION

For Fire/EMS agencies that are **Principals**: example Jurisdiction E

$$U = ((C(i) \div C(f)) \times (50\% \times B) + S)$$

$$U = (6,263 \div 33,753) \times (50\% \times 5,400,000) + (148,739)$$

$$U = (.186 \times 2,700,000) + (148,739)$$

$$U = 502,200 + (148,739)$$

$$U = 353,461$$

For Fire/EMS agencies that are **Subscribers**: example Jurisdiction H

$$U = (((C(i) \div C(f)) \times (50\% \times B) \times 106\%) + S)$$

$$U = ((2,260 \div 33,753) \times (50\% \times 5,400,000) \times 106\%) + (53,677)$$

$$U = (.067 \times 2,700,000) \times 106\% + (53,677)$$

$$U = 180,900 \times 106\% + (53,677)$$

$$U = 191,754 + (53,677)$$

$$U = 138,077$$

For Police agencies that are **Principals**: Jurisdiction B

$$U = (C(i) \div C(p)) \times (50\% \times B) + S$$

$$U = (4,355 \div 33,643) \times (50\% \times 5,400,000) + (67,172)$$

$$U = (.129 \times 2,700,000) + (67,172)$$

$$U = 348,300 + (67,172)$$

$$U = 281,128$$

	C(i)	C(i) + C(f) C(i) + C(p)	Base Fee (C(i) + C(f)) x (50% x B)	+ 6%		S(i)	(U)	
Principals	Calls for Service	Percentage of Calls for Service	Year 4 Net Adopted Budget	Subscriber Premium	Total Allocated Budget (Plus Subscriber Cost)	Allocable Smoothing Charge / (Rebate)	Total User Fee	Quarterly User Fee
Fire:								
Jurisdiction D	7,758	23.0%	620,554		620,554	617,400	1,237,954	309,489
Jurisdiction E	6,263	18.6%	500,963		500,963	(148,739)	352,224	88,056
Jurisdiction F	4,925	14.6%	393,971		393,971	(116,972)	276,999	69,250
Jurisdiction G	12,548	37.2%	1,003,726		1,003,726	(298,012)	705,713	176,428
Jurisdiction H*	2,260	6.7%	180,787	10,847	191,634	(53,677)	137,957	34,489
Total Fire	33,753	100%	2,700,000	10,847	2,710,847	0	2,710,847	677,712
Police:								
Jurisdiction A	16,488	49.0%	1,323,215		1,323,215	264,600	1,587,815	396,954
Jurisdiction B	4,355	12.9%	349,513		349,513	(67,172)	282,341	70,585
Jurisdiction C	12,800	38.0%	1,027,272		1,027,272	(197,428)	829,844	207,461
Total Police	33,643	100%	2,700,000	0	2,700,000	0	2,700,000	675,000

* Subscriber

Exhibit 2

Smoothing Rebate Calculation

Bellevue will provide a **Smoothing Rebate** equal to a total fixed amount of **\$5,500,000** over the first seven full years of operations of NORCOM. This rebate will be a *reduction* to the **User Fees of Initial Participants** other than Bellevue. Correspondingly, Bellevue's total user fees will be *increased* in each of these seven years by the total annual **Smoothing Rebate** amount.

For each of the first seven years of the Full Operations Period, the fixed total **Smoothing** amount is set forth in **Table 1**. The Year 1 **Smoothing Rebate (S (Y1))** is fixed at \$1,150,000. The **Smoothing Rebate** in Years 2 through 7 is reduced by the percentages shown in Table 1 below in order to allocate the \$5.5 million on a roughly equal declining basis over seven years.

In **Table 1**, Y1 through Y7 correspond generally to the initial, and then six succeeding 12-month periods of the Full Operations Period. **Smoothing Rebate** amounts applied in any **Fee Period** shall be adjusted to account for any partial year **Fee Periods** (for example, if the Full Operation Period begins in the middle of an Adopted Budget Term) to ensure that each annual Smoothing Rebate amount is allocated over 12 months (thus, a **Fee Period** may include a portion of the rebate from each of two successive years). See **Example 2**.

TABLE 1: FIXED ANNUAL SMOOTHING REBATE AMOUNTS

S(Y1) =	\$1,150,000
S (Y2) =Y1 Smoothing x .943	= \$1,085,000
S (Y3) =Y2 Smoothing x .835	= \$907,000
S (Y4) =Y3 Smoothing x .835	= \$757,000
S (Y5) =Y4 Smoothing x .835	= \$632,000
S (Y6) =Y5 Smoothing x .835	= \$528,000
S (Y7) =Y6 Smoothing x .835	= \$441,000

Total Smooth Rebates to be allocated = \$5,500,000

Allocation of Smooth Rebates to Initial Participants

- A. **Initial Participants other than the City of Bellevue:** In each of the first seven years of the Full Operations Period, 70% of the fixed **Smoothing Rebate** amounts in Table 1 will be allocated to Fire/EMS agencies who are **Initial Participants**, and 30% of the fixed **Smoothing Rebate** amounts will be allocated to Police Agencies who are **Initial Participants**.

Each **Initial Participant's Smoothing Rebate** on will be based on its **Calls for Service** as a percentage of all **Calls for Service** for all **Initial Participants** other than Bellevue with similarly **Charged Operations** (i.e., all Police or Fire/EMS agencies other than Bellevue Police or Fire/EMS). The **Smoothing Rebate** will be an amount subtracted from the User Fee otherwise payable by the Initial Participant.

Thus:

For Initial Participants who are Fire/EMS agencies:

$$S(i) = (70\% \times S(Ya)) \times (C(i) \div C(sp))$$

For Initial Participants who are Police agencies:

$$S(i) = (30\% \times S(Ya)) \times (C(i) \div C(sf))$$

Where:

S(i) is the amount of **Allocable Smoothing Rebate** to be applied as a reduction to the User Fee of the individual agency in the **Fee Period**.

S(Ya) is the fixed total annual amount of **Allocable Smoothing Rebate** to be allocated to Initial Participants other than Bellevue in the **Fee Period**.

C(i) is the **Calls for Service** of the individual Initial Participant agency's **Charged Operation** (Fire/EMS or Police), determined based on the number of **Calls for Service** by the Principal's **Charged Operation** (Fire/EMS or Police) over the two-year historical **Call Calculation Period**.

C(sf) is the **annual average** of the total number of **Calls for Service** of all **Charged Fire/EMS Operations** for all Principals and Subscribers over the two- year **Call Calculation Period** less **Calls for Service** of the City of Bellevue Fire/EMS

C(sp) is the **annual average** of the total number of **Calls for Service** of all **Charged Police Operations** for all Principals and Subscribers over the two-year **Call Calculation Period** less the **Calls for Service** of the City of Bellevue Police.

Allocable Smoothing Rebate means that amount of the **Smoothing Rebate** identified in **Table 1** to be applied over the **Fee Period**, in order to ensure that each annual rebate amount identified for Years 1 through 7 of the Full Operations Period is applied over a full 12 month period. Thus, if the Full Operations Period begins in the middle of an **Adopted Budget Term**, the **Allocable Smoothing Rebate** would include a portion of the

amount identified for Y1 in **Table 1** for the partial year **Fee Period**, and the next **Fee Period** would include a calculation of **Allocable Smoothing Rebate** from the balance of Y1 and a portion of Y2. See **Example 2**.

B. Allocation of Smoothing Rebate (Charge) to Bellevue: For Bellevue, the amount of the **Allocable Smoothing Rebate** will be applied as an *increase* to Bellevue's User Fees in each of the first seven years of the Full Operations Period, calculated as follows:

For Bellevue Fire/EMS: $S(i) = 70\% \times S(Ya)$

For Bellevue Police: $S(i) = 30\% \times S(Ya)$

Where:

S(i) is the amount of the user fee *increase* to Bellevue Fire/EMS or Police in the **Fee Period** attributable to the **Allocable Smoothing Rebate**,

S(Ya) is the fixed total annual amount of **Allocable Smoothing Rebate** to be allocated to **Initial Participants** other than Bellevue in the **Fee Period**.

Allocable Smoothing Rebate is defined above.

Remittance of Smoothing Rebates Upon Termination/Withdrawal.

If an Initial Participant other than Bellevue is terminated or withdraws from the Agreement before the end of the Smoothing Period (7 years after beginning of the Full Operations Period), that Participant must remit to NORCOM an amount equal to all Smoothing Rebates received (in the form of User Fee reductions) through the effective date of termination/withdrawal. The remittance must be paid within 60 days of the effective date of termination/withdrawal.

If Bellevue is terminated or withdraws from the Agreement before the end of the Smoothing Period, it must remit to NORCOM an amount equal to the remaining Smoothing Rebate amounts identified in Table 1 that Bellevue has not contributed in the form of higher user fees through the effective date of termination/withdrawal. The remittance must be paid within 60 days of the effective date of termination/withdrawal.