



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING

Monday, October 06, 2025, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

This meeting will be conducted in person and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

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- 1) Click this [link](#)
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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

- [1.](#) Approval of the minutes dated September 2, 2025.

PRESENTATION

2. School Zone Street Signs
3. Brush Truck

AGENDA BILLS

- [4.](#) **AB25-086:** King County Detention Services
- [5.](#) **AB25-088:** NORCOM Fee Approval 2026

DISCUSSION

6. E-Motorcycle Ordinance Discussion
7. Snoqualmie Police Service Update

ADJOURNMENT



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES SEPTEMBER 2, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER & ROLL CALL – The meeting was called to order at 5:00 pm.

Committee Members: Councilmembers Rob Wotton, Cara Christensen, and Catherine Cotton (remote) were present.

City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Gary Horejsi, Interim Police Chief; Mike Bailey, Fire Chief; Deana Dean, City Clerk; Robert Thrall, Legal Assistant; and Jimmie Betts, IT Support.

AGENDA APPROVAL – The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

MINUTES – The minutes dated August 4, 2025, were approved as presented.

AGENDA BILLS

2. **AB25-076:** Washington Traffic Safety Commission Interagency Agreement. Introduction by Interim Police Chief Gary Horejsi. This grant contract covers reimbursement for traffic safety enforcement activities for the remainder of 2025. An agenda bill for 2026 will be brought forward at a future date. Committee questions and comments followed. This item is approved to move forward at the September 8, 2025, City Council meeting on the consent agenda.

ITEMS FOR FUTURE DISCUSSION

- Public Works improvements on Park Street.

ADJOURNMENT - The meeting was adjourned at 5:14 pm.

Minutes prepared by Deana Dean, City Clerk.

Recorded meeting audio is available on the city website after the meeting.

Minutes approved at the _____ Public Safety Committee Meeting.

Council Agenda Bill

AB Number

AB25-086

Agenda Bill Information

Title*

King County Detention Services

Action*

Discussion

Council Agenda Section

Committee Report

Council Meeting Date*

10/13/2025

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

10/06/2025

Exhibits

Packet Attachments - if any

KC Jail Rates.pdf

75.22KB

Interlocal Agreement Jail Services 2025-2029.pdf

17.46MB

Summary

Introduction*

Brief summary.

The King County Jail has provided the 2026 detention rates, effective January 1, 2026, for booking and housing for arrestees pursuant to the Interlocal agreement between the City of Snoqualmie and King County effective January 1, 2025.

Proposed Motion

Discussion of King County Jail 2026 detention rates.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie and the Snoqualmie Police Department (SPD) have an Interlocal Agreement for Jail Services. Per the agreement, King County Jail has provided 2026 detention rates. The fee increases for 2026 are in line with Exhibit

III, section 5 of the Interlocal Agreement for Jail Services with King County. Attached are the new King County 2026 detention rates, along with a copy of the Interlocal Agreement, highlighting the 2026 fee increases are authorized per the agreement.

Analysis*

The King County 2026 detention fee rates, effective January 1, 2026, are consistent with the current Interlocal Agreement between King County and the City of Snoqualmie for jail services.

Budgetary Status*

Funds have already been authorized in this year's budget.

Budget Summary

The City uses King County as a "last resort" booking facility, as it requires higher fees than other jail service providers in the region. The increase to King County jail services, which averages 5% across all fees and charges, was enacted in accordance with the 2025 ILA and was budgeted for within the 2025-26 Biennial Budget. However, as the City has made use of other jail service providers in the region, the amount spent for King County Jail Services has dwindled. Currently, nothing has been spent on this ILA in 2025, and \$4,740 was spent during 2024. As such, the fee increase is expected to have a very minimal effect on the budget.

Fiscal Impact

Fiscal Impact		
Amount of Expenditure	Amount Budgeted	Appropriation Requested
Fiscal Impact Screenshot		



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 22, 2025

Dear jail services client,

This letter is to provide you with the 2026 detention rates, effective January 1, 2026, for booking and housing your agency's arrestees in King County jail facilities. The rates were prepared pursuant to the Interlocal Agreement between King County and our King County cities effective January 1, 2025.

Rates effective January 1, 2026, through December 31, 2026

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the city or contracting agency shall pay. In 2026, the debt service for the Integrated Security Project (ISP) is \$5.21.

For the period of January 2026 through December 2026, the rates are as follows:

Contracted City Charges	2025 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate Before Debt Svc.	ISP ³	2026 Final Rate
Daily Maintenance	\$ 273.39	1.50%	2.60%	\$ 284.60	\$ 5.21	\$ 289.81
Standard Booking	\$ 293.28	1.50%	2.60%	\$ 305.30	\$ -	\$ 305.30
Acute Psychiatric Housing (Acute+Non-Acute)⁴	\$ 477.70			\$ 499.34	\$ -	\$ 499.34
Acute Psychiatric Surcharge⁴	\$ 340.53	1.50%	2.60%	\$ 354.49	\$ -	\$ 354.49
Psychiatric Care Surcharge⁴	\$ 137.17	3.00%	2.60%	\$ 144.85	\$ -	\$ 144.85
Infirmiry Care	\$ 447.43	3.00%	2.60%	\$ 472.49	\$ -	\$ 472.49
1:1 Guarding Hourly	\$ 97.61	1.50%	2.60%	\$ 101.61	\$ -	\$ 101.61

¹ Prior years base rate, before the inclusion of the ISP. **The ISP will be paid in full in 2028.**

² Exhibit III Section 5 Inflatons and Re-Sets of Fees Charges and Surcharges.

³ Exhibit III Section 1.b. Capital Expenditures included in Daily Maintenance charges. ISP = Integrated Security Project.

⁴ Exhibit III Section 3.c. Acute Psychiatric Housing (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psychiatric Care Surcharge.

Please call me at 206-263-2769 if you have any questions.

Sincerely,

Diana Joy

Diana Joy
Chief of Administration
King County Department of Adult and Juvenile Detention

Attachment A

Interlocal Agreement Between King County and The City of Snoqualmie for Jail Services

THIS AGREEMENT is effective as of January 1, 2025 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Snoqualmie, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Jail Residents, as further described in Section 4 and Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Jail Resident.
 - 1.6 "City Jail Resident" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
 - 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
 - 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
 - 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
 - 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
 - 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
 - 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
 - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
 - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Jail Resident. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means a Jail Resident's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Jail Residents" means all Contract Cities' City Jail Residents.
- 1.11 "County Jail Resident" means any Jail Resident that is not a City Jail Resident.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake, or other act of nature.
- 1.15 "Jail Resident" means a person booked into or housed in the Jail.
- 1.16 The first "Jail Resident Day" means confinement for more than six (6) hours measured from the time such Jail Resident is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Jail Resident Day means confinement for any portion of a calendar day after the first Jail Resident Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Jail Resident Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Jail Residents housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Jail Residents housed in Jail as further described in Section 4 and Exhibit III, Section 1.
- 1.19 “Medical Jail Resident” means a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If a Jail Resident is moved to the general population, then the Jail Resident is no longer considered a Medical Jail Resident.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Jail Residents in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Jail Resident where that Jail Resident is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. A Jail Resident may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Jail Resident or Psychiatric Jail Resident (e.g., some Jail Residents held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Jail Resident” means either an Acute Psychiatric Jail Resident or a Non-Acute Psychiatric Jail Resident, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

- 1.23.2 An “Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If a Jail Resident is moved to housing outside the Jail’s acute psychiatric housing units, then the Jail Resident is no longer considered an Acute Psychiatric Jail Resident.
 - 1.24 “Parties” mean the City and County, as parties to this Agreement.
 - 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Jail Residents in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
 - 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Jail Residents enrolled in Community Corrections Programs.
 - 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
 - 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
 - 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2029. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Jail Residents for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. Additionally, the County is not obligated to accept a City Jail Resident for confinement in the Jail if the County has booking restrictions in place on the charge for which the City Jail Resident is proposed to be held. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Jail Residents at least equal to those the County provides for confinement of County Jail Residents. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Jail Residents or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Jail Residents in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Jail Resident as expeditiously as possible after the County has received notice of a court order to

release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such Jail Residents back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Jail Residents by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated annually effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Jail Resident for each Jail Resident Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2.1 The County will provide notice to the City after booking a City Jail Resident in order to give notice that the City Jail Resident has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Jail Resident released within six hours of booking will result in no Maintenance Charges.

4.2.2 The County will provide notice to the City of the billing status of its Jail Residents for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Jail Resident if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 Access to and Charges for City Jail Resident Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Jail Resident is admitted to Harborview Medical Center or other offsite medical institution or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of a Jail

Resident may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Jail Resident to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DBISINFO.DAJD@kingcounty.gov
 Attn: Finance – Jail Resident Billing
 500 Fifth Avenue
 Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Jail Residents in the Jail and, at the County's request, will remove City Jail Residents already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Jail Residents until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Jail Residents in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 The Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Jail Residents exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Jail Residents from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Jail Residents in the Jail to zero (0), with the exception that Jail Residents whose status has changed to Contract City Jail Resident, will not be included in the

calculation of the number of Contract City Jail Residents, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Jail Residents only, and not for billing purposes, Jail Residents held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Jail Residents that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Jail Resident. Also, Contract Cities Jail Residents housed in the Jail will not be considered Contract Cities Jail Residents for the purpose of determining the number of City Jail Residents.

- 6.4 The Jail's capacity limit for Medical Jail Residents is thirty (30). The Jail's capacity limit for Psychiatric Jail Residents is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Jail Resident population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Jail Residents as set forth in Section 6.4, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Jail Residents to reduce the number of Medical or Psychiatric Jail Residents to the capacity limits detailed in Section 6.4, or the County may inform the City that the County is willing to continue to house these Jail Residents.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Jail Resident most recently admitted as Medical or Psychiatric Jail Resident will be asked to take custody of that Jail Resident. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Jail Residents.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Jail Residents, the City shall comply with the County's request. The City shall take custody of its¹ Medical or Psychiatric Jail Residents by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Jail Resident within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Jail Resident to the City's designated drop-off location or backup location. In either case, the City's designee

¹ Within eight (8)-hours of the County's request notification, the City may provide the County with the names of other Medical Jail Residents to substitute for the Medical Jail Residents identified by the County for pick-up. In the event the City identifies substitute Medical Jail Residents that are City Jail Residents, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Jail Residents that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, and the Substitute City agrees to remove its Medical Jail Residents, then the Substitute City will be responsible for picking-up the substitute Medical Jail Residents within 24-hours of the County's initial request notification for pick-up. In the event the Substitute City fails to pick-up its Medical Jail Residents within 24-hours of the County's initial request notification to the City, the County may deliver the Medical Jail Residents named in the original request notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Jail Residents.

must accept the Medical or Psychiatric Jail Resident from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Jail Resident receiving the level of care consistent with a Medical or Psychiatric Jail Resident is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Jail Residents to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Jail Residents taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Jail Resident out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective Jail Resident populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or

in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
 - 9.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
 - 9.2 Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
 - 10.1 Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
 - 10.2 Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
 - 11.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Jail Residents to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Jail Residents.

- 11.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Jail Residents, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3 Law Enforcement Intake Portal. The County offers the use of a web-based Subject Intake Portal via its LEA Jail Management System Portal. The tool allows law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. LEO User Access to the JMS Portal is managed by the LEA who must designate one, or more, Group Administrator(s) who will be responsible for creating, managing, and deleting its users via the County's Login.KC system.
- 11.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.1 and 4.2.2 as reflected in 4.2.3, and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

- 11.11 Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Snoqualmie:

Chief of Police
34825 SE Douglas Street
Snoqualmie, WA 98065

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or their successor, as may be designated by written Notification from the County to the City.

- 11.12 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13 Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14 Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15 No-Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16 Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County:

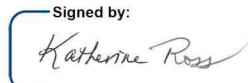
The City of Snoqualmie:

DocuSigned by:

BB0BA2A6DC464ED...
Allen Nance
Director, Department of Adult and
Juvenile Detention

1/27/2025

Date

Signed by:

63E7ECF372034E9...
Katherine Ross
Mayor

1/22/2025

Date

Approved as to Form by:

King County Prosecutor's Office

Approved as to Form:

Signed by:

2B950CA045594E1...
Dena Burke
City Attorney

1/27/2025

Date

EXHIBIT I

Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non- contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Jail Resident <i>booked by a city on a felony investigation</i>, whose case is filed by the Prosecutor <i>initially as a felony in Superior Court</i> but <i>subsequently amended to a misdemeanor charge</i> (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Jail Resident <i>booked by a city on a felony investigation</i> and whose case is <i>initially filed by the Prosecutor as a felony in District Court</i> as part of a plea bargain effort (so called “<i>expedited cases</i>”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Jail Resident <i>booked by a city on a felony investigation</i>, whose case is initially filed by the County Prosecutor as a <i>misdemeanor</i> in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Jail Resident <i>booked by a city on a felony investigation</i>. The County prosecutor declines to file the case and refers it <i>to a city prosecutor or law enforcement for any further action</i>.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases <i>originated by state agencies</i> (i.e., WSP)	County responsibility
6	Jail Residents <i>booked by a city on a juvenile charge</i> who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2**Jail Resident Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Jail Resident:
- (1) Jail Resident has medical/health conditions/treatments preventing transfer.
 - (2) Transfer location refuses Jail Resident.
 - (3) Jail Resident refuses to be transported and poses a security risk.
 - (4) Jail Resident misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Jail Resident back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Jail Resident during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Jail Resident is transferred. If the City does not transfer the Jail Resident from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II

Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Jail Resident Day shall not be defined according to Section 1.16 of the Agreement. Instead, Jail Resident Day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Jail Resident Day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Jail Resident days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Jail Resident days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Jail Resident Day to the City's direct DUI one and two-day Jail Residents by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2025 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2025**, and for the remainder of the calendar year 2025, **excluding** any adjustments for Capital Expenditure Charges, will be **\$273.39**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2025 is **\$278.60**. The Maintenance Charge shall be inflated in 2026 as described in Section 5, and annually thereafter throughout the term of the agreement. The City will not be charged a Maintenance Charge for a City Jail Resident where the Jail Resident has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Jail Residents. Any Capital Expenditure that solely benefits County Jail Residents will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Jail Resident Days (as defined in Section 1.16). By August 15 of 2025, and each August 15 through 2028, DAJD will estimate the total number of Jail Resident Days for the following year and will provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for the following year.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Jail Residents or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2025, and continuing through calendar year 2025, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$0, for a combined total Capital Expenditure Charge of \$5.21 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2025, and for the remainder of the calendar year 2025 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$199.81**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$293.28**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order no later than July 1 of the prior year, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2026 and annually thereafter as described in Section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Jail Residents as described below. The types of services provided to a Jail Resident associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from January 1, 2025, through December 31, 2025, and shall be inflated for 2026 as described in Section 5 below, and annually each year thereafter.

- a. **Infirmiry Care.** For Medical Jail Residents, the City shall pay an Infirmiry Care Surcharge of **\$447.43** for each Surcharge Day.

- b. **Psychiatric Care.** For Non-Acute Psychiatric Jail Residents, the City shall pay a Psychiatric Care Surcharge of **\$137.17** for each Surcharge Day.
- c. **Acute Psychiatric Housing.** For Acute Psychiatric Jail Residents, the City shall pay an Acute Psychiatric Care Surcharge of **\$340.53** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$340.53**
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$137.17** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$477.70**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Jail Resident. The Surcharge shall be **\$97.61** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which a Jail Resident receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single Jail Resident, and the charge imposed shall be the highest applicable charge. For example, if a Jail Resident is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if a Jail Resident is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Jail Resident.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. **Inflators.** Beginning January 1, 2026, and effective every January 1 through the term of the agreement, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

- i. Infirmity Care Surcharge
- ii. Psychiatric Care Surcharge

- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard a Jail Resident in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for a Jail Resident who poses a potential danger to him or herself.
3.	Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for Jail Residents to receive services from outside medical providers (services not available from JHS). Examples include: ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound Jail Residents)

JHS Psychiatric Care

Services Provided:	Criteria:
❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups	<i>Jail Residents with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Jail Residents in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmary Care

Services Provided:	Criteria:
❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification	<i>Jail Residents who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i> ❖ <i>Patients requiring medical detoxification/withdrawal management;</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <i>Jail Residents are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i>

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Subject: 2025-2029 King County Interlocal Housing Agreement Snoqualmie.pdf		
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Document Pages: 24	Signatures: 3	Envelope Originator:
Certificate Pages: 4	Initials: 0	Andrea Larson
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)		andrlarson@kingcounty.gov
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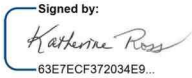
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Security Level: Email, Account Authentication (None)		Viewed: 1/27/2025 8:48:38 AM
		Signed: 1/27/2025 8:48:54 AM

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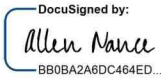
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kross@snoqualmiewa.gov		Viewed: 1/22/2025 5:23:29 PM
Mayor		Signed: 1/22/2025 5:24:46 PM
Security Level: Email, Account Authentication (None)		

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Allen Nance	DocuSigned by:  BB0BA2A6DC464ED... Signature Adoption: Pre-selected Style Using IP Address: 146.129.65.32	Sent: 1/27/2025 8:48:56 AM
anance@kingcounty.gov		Viewed: 1/27/2025 8:49:09 AM
Director, DAJD		Signed: 1/27/2025 8:51:17 AM
Security Level: Email, Account Authentication (None)		

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Certified Delivery Events	Status	Timestamp	Item 4.
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Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	1/21/2025 11:38:25 AM	
Certified Delivered	Security Checked	1/27/2025 8:49:09 AM	
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Dept of Adult & Juvenile Detention-Admin:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ansimmons@kingcounty.gov

To advise King County-Dept of Adult & Juvenile Detention-Admin of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ansimmons@kingcounty.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ansimmons@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ansimmons@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Dept of Adult & Juvenile Detention-Admin as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Dept of Adult & Juvenile Detention-Admin during the course of your relationship with King County-Dept of Adult & Juvenile Detention-Admin.

Council Agenda Bill

AB Number

AB25-088

Agenda Bill Information

Title*

2026 North East King County Regional Public Safety Communications Agency Budget Allocation

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

10/13/2025

Staff Member

Mike Bailey

Department*

Fire

Committee

Public Safety

Committee Date

10/06/2025

Exhibits

Packet Attachments - if any

2026 Snoqualmie Fire Fee Memo.pdf	300.05KB
Resolution xxx - NORCOM Budget Allocation.docx	13.48KB
Current NORCOM Agreement.pdf	3.23MB

Summary

Introduction*

Brief summary.

The North East King County Regional Public Safety Communications Agency (NORCOM) Interlocal Agreement, to which the City is a party, requires the City Council to approve the City's allocation for NORCOM's budget each year by resolution. The City's allocation for 2026 is proposed at \$75,468. This amount is a \$4,875 or 6.9% increase from the 2025 assessment of \$70,594.

Proposed Motion

Move to adopt Resolution xxx approving the City of Snoqualmie's allocation for the 2026 NORCOM budget.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The NORCOM Interlocal Agreement was formed on November 1, 2007. Pursuant to Section 12 (c) of the agreement, each participating agency must approve their allocation for the following year. The NORCOM budget is authorized and approved by the NORCOM Governing Board, to which a City representative, currently the fire chief, holds a vote. The 2026 budget was approved by the Governing Board on July 11, 2025. This budget reflects changes in NORCOM's services, revenue sources and expenditures in 2026, particularly negotiated benefits, personnel COLAs and funding for three capital projects. The Governing Board approved a total increase of 4.3% to fees in 2026, to include the approved usage of \$400,000 from the beginning fund balance to offset an additional increase to user fee calculations.

Analysis*

NORCOM provides excellent service to the Snoqualmie Fire Department in the way of emergency radio communications, and it is currently not in the fire department's best interest to seek alternatives for service. As the City holds a seat on the Governing Board for NORCOM, this allows the City the opportunity to monitor costs and service levels going forward. NORCOM also funds a Fire Liaison position which works with the zone fire chiefs on operational issues, giving member agencies another voice with NORCOM to effect change and foster cooperation.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

Administration recommends approving the City's allocation of NORCOM's budget, totalling \$75,468. The City incorporated this expenditure within the 2025-26 Biennial Budget as a part of the Fire Department's (#001) services, totaling \$2,862,384. Currently, \$920,841 has been spent, with \$1,941,543 remaining for other service expenditures. After the 2026 NORCOM allocation of \$75,468, the City still has \$1,866,075 remaining for other service expenditures. See the table below or on the following page. Therefore, sufficient appropriation remains to fund the NORCOM ILA for 2026.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$75,468.00	\$2,862,384.00	\$0.00

Fiscal Impact Screenshot

Fire Department (#001) - Services

2025-26 Biennial Budget	
Beginning Budget	\$ 2,862,384
Expenditures	\$ (920,841)
Current Available Budget	\$ 1,941,543
Cost of AB25-088	\$ (75,468)
Available Budget after AB25-088	\$ 1,866,075



Date: September 12, 2025
To: Mike Bailey, Fire Chief
From: Marianne Deppen, Finance Manager
CC: Michael Olson, Treasurer
William Hamilton, Executive Director
RE: 2026 Financial Participation

Pursuant to Section 12(c) of the NORCOM Inter-local Agreement, this notice advises Participating Agencies on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula, and of the required financial participation for each Principal and Subscriber for the following year.

This budget reflects changes in NORCOM's services, revenue sources and expenditures in 2026. Particularly, negotiated benefits, personnel COLAs and funding for three capital projects.

The Governing Body approved a total increase of 4.3% to fees in 2026. This increase includes the approved usage of \$400,000 from the beginning fund balance to offset an additional increase to user fee calculations.

This is in accordance with the summary budget document transmitted to the approved by the Governing Board on July 11, 2025.

There are no changes in the Calls for Service calculation. Impact to User Fees is primarily due to individual agency changes based on allocation of calls in the Functional Distribution Model.

In 2026, Snoqualmie Fire's fee assessment will be \$75,468. This amount is a \$4,875 or 6.9% increase from the 2025 assessment.

RESOLUTION NO. xxxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE,
WASHINGTON, APPROVING THE CITY OF SNOQUALMIE'S ALLOCATION FOR
THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY (NORCOM) 2026 BUDGET**

WHEREAS, the North East King County Regional Public Safety Communications Agency (NORCOM) was formed effective November 1, 2007; and

WHEREAS, NORCOM is in the process of adopting its annual budget for 2026; and

WHEREAS, the NORCOM Interlocal Agreement, to which the City is a party, requires that the City Council approve the City's allocation for NORCOM's budget, which is estimated to be \$75,468 in 2026, a 6.9% increase from the previous year;

NOW, THEREFORE, be it resolved by the City Council of the City of Snoqualmie, Washington, as follows:

The City of Snoqualmie's allocation (\$75,468) for the North East King County Regional Public Safety Communications Agency (NORCOM) budget is hereby approved.

PASSED by the City Council of the City of Snoqualmie, Washington, this ____ day of _____, 2025.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

Dena Burke, City Attorney

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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.

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

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

k. NORCOM refers to the "North East King County Regional Public Safety Communications Agency."

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

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

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

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

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

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

r. Service Boards. The "Service Boards" are the Police Services Board and the Fire/EMS Service Board established by Section 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. NORCOM POWERS. NORCOM, through its Governing Board, shall 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 35 SECTION 7. JOINT OPERATING BOARD AND SERVICE BOARDS.

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

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

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

Subscriber with a Fire/EMS department or equivalent agency or operation directly receiving services from NORCOM. .

iii. Directly Served Agencies. To be eligible to have a Representative on either the Police Service Board or Fire/EMS Service Board, a Principal or Subscriber must be directly served by NORCOM. For example, if a city directly operates a police department but maintains a separate police dispatch operation, it would not have a seat on the Police Service Board; however, if such city's fire department were dispatched by NORCOM, the fire department would have a seat on the Fire/EMS Service Board. A city receiving police service under contract with another entity would not have seat on the Police Service Board. A city or fire district receiving fire service under contract with another entity would not have a seat on the Fire/EMS Service Board. If a city or fire district is part of a Public Safety Interlocal Operation providing fire/EMS service to its member agencies and said Operation is a Principal, then the city or district would not have a seat on the Fire/EMS Service Board as a result of such arrangement but the Public Safety Interlocal Operation would have a seat on the Fire/EMS Service Board, provided, however, that if such city's police department is directly served by NORCOM, the city would have a representative on the Police Service Board.

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

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

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

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

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

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

[illegible]

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

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

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

SECTION 8. PRINCIPALS ASSEMBLY. The legislative body of each Principal shall annually appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Governing Board for one meeting each April. At the joint meeting of the Assembly and the Governing Board the Executive Director shall present an annual report which report shall: (1) review the activities of NORCOM for the previous calendar year; (2) present the work program and significant events for the upcoming calendar year; (3) present a financial management report for NORCOM; and (4) report on performance benchmarks of NORCOM activities. Also at the Assembly, the Chair and Vice Chair of the Joint Operating Board shall present the Joint Operating Board proposed budget policy for the upcoming budget. The Principals' legislative representatives at the Assembly may vote to recommend changes to the proposed budget policy, work program and performance measures program, and may provide additional comment and question to the Governing Board. Voting by Principals' legislative representatives shall be based on one-vote per Principal with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Governing Board. At the joint meeting of the Principals Assembly and the Governing Board, the Governing Board shall conduct the annual meeting for NORCOM as required by the bylaws and shall elect the Vice-Chair of the Governing Board for the next year as provided in Section 6.j. The action and 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

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

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

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

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

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

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

j. The City of Kirkland shall serve as fiscal agent for NORCOM until such 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 SECTION 13. ISSUANCE OF OBLIGATIONS IN SUPPORT OF NORCOM.

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

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

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

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

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

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

SECTION 21. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

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

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

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in NORCOM on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' paid User Fees over the preceding five years bears to the total of all then remaining Principals' user fees paid during such five-year period.
- ii. In the event outstanding liabilities of NORCOM exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

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

SECTION 22. DISPUTE RESOLUTION

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

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

c. If the parties do not come to an agreement on the dispute or concern, any 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

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

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

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

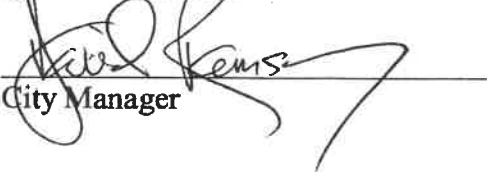
IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the date set forth below:

CITY OF BELLEVUE


City Manager

10/18/2007
Date

CITY OF KIRKLAND


City Manager

10/19/07
Date

CITY OF MERCER ISLAND


City Manager

10-19-2007
Date

1 CITY OF BOTHELL

2
3
4
5 City Manager

Date

6
7 EASTSIDE FIRE AND RESCUE

8
9
10
11 Fire Chief

Date

12
13
14 KING AND KITTITAS COUNTIES
15 FIRE DISTRICT 51

16
17 *Matt Carson*
18
19 Fire Chief

10-23-07
Date

20
21
22 KING COUNTY FIRE DIST 45

23
24
25
26 Board Chair

Date

27
28
29
30 City of Snoqualmie

31
32
33
34 Mayor

Date

1

2 CITY OF MEDINA

3

4 City Manager

Date

5

6

7 CITY OF CLYDE HILL

8

9 City Manager

Date

10

11

12

13 WOODINVILLE FIRE & LIFE SAFETY

14

15

16

17 Fire Chief

Date

18

19

20

21 SHORELINE FIRE

22

23

24

25 Fire Chief

Date

26

27

28 NORTSHORE FIRE

29

30

31 Fire Chief

Date

32

33 KING COUNTY FIRE DIST 27

34

35

36

37 Board Chair

Date

38

39 CITY OF BOTHELL

40

41

42

43 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

1
2 City Manager

Date

5
6 CITY OF MEDINA

7
8 City Manager

Date

10
11 CITY OF CLYDE HILL

12
13 City Manager

Date

16
17 WOODINVILLE FIRE & LIFE SAFETY

20
21 Fire Chief

Date

24
25 SHORELINE FIRE

28
29 Fire Chief

Date

31
32 NORTSHORE FIRE

34
35 Fire Chief

Date

36
37 KING COUNTY FIRE DIST 27

38
39
40 *Chris J. Connor*
41 Fire Chief

10/23/2007
Date

1 _____
 2 City Manager
 3
 4

 Date

5
 6 CITY OF MEDINA

7 
 8 City Manager

9
 10
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 Date

10/23/07

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

 Board Chair

 Date

1
2 CITY OF MERCER ISLAND

3
4 _____
5 City Manager
6

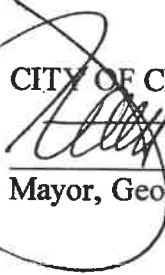
Date

7
8 CITY OF MEDINA

9
10 _____
11 City Manager
12

Date

13 CITY OF CLYDE HILL

14 
15 _____
16 Mayor, George S. Martin
17

18 10/23/07
19 _____
20 Date
21

22
23 WOODINVILLE FIRE & LIFE SAFETY
24

25
26 _____
27 Fire Chief
28

Date

29
30 SHORELINE FIRE
31

32
33 _____
34 Fire Chief
35

Date

36
37 NORTHSHORE FIRE
38

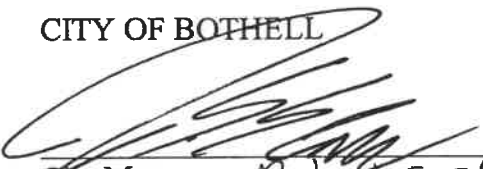
39
40 _____
41 Fire Chief

Date

42 KING COUNTY FIRE DIST 27

1 CITY OF BOTHELL

2
3
4
5 City Manager


Robert S. Stowe

Oct. 25, 2007
Date

6
7 EASTSIDE FIRE AND RESCUE

8
9
10
11 Fire Chief

Date

12
13
14 KING AND KITTITAS COUNTIES
15 FIRE DISTRICT 51

16
17
18
19 Fire Chief

Date

20
21
22 KING COUNTY FIRE DIST 45

23
24
25
26 Board Chair

Date

27
28
29
30 City of Snoqualmie

31
32
33
34 Mayor

Date

1
2 City Manager

Date

3
4
5
6 CITY OF MEDINA

7
8 City Manager

Date

9
10
11 CITY OF CLYDE HILL

12
13 City Manager

Date

14
15
16
17 WOODINVILLE FIRE & LIFE SAFETY

18
19
20 
21 Fire Chief

22
23
24
25
26
27
28
29 Date 10-25-2007

30
31
32 SHORELINE FIRE

33
34
35 Fire Chief

Date

36
37
38 NORTHSHORE FIRE

39
40
41 Fire Chief

Date

42
KING COUNTY FIRE DIST 27

Board Chair

Date

1 CITY OF BOTHELL

2
3
4
5 City Manager

Date

6
7 EASTSIDE FIRE AND RESCUE

8
9
10
11 Fire Chief

Date

12
13
14 KING AND KITTITAS COUNTIES
15 FIRE DISTRICT 51

16
17
18
19 Fire Chief

Date

20
21
22 KING COUNTY FIRE DIST 45

23
24
25
26 Board Chair

Date

27
28
29
30 City of Snoqualmie

31
32
33
34 Mayor

10/25/07
Date

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

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

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

EXHIBIT D

North East King County Regional Public Safety Communication Center Initiative

Statement of Operating Value and Principles

As approved by Steering Committee 9-16-05

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

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

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

Appendix A to Interlocal Agreement

User Fee Formulas

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

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

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

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

Capitalized terms used in Appendices A-1 and A-2 not otherwise defined have 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.
 45

- 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**.

C(f) 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**.

C(p) 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**.

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 adopted budget legislation, budgeted costs and revenues for the entire term of the **Net Adopted Budget** shall be pro-rated equally per day in order to determine the size of the **Adopted Budget for the Fee Period**.

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

E is the charge applicable to a Principal or Subscriber which has requested (and for which the Governing Board has agreed to provide) dedicated staffing and / or equipment exceeding the standard operating policy allocation. "**E**" shall be calculated to include the costs (including all direct costs and an appropriate percentage of reasonably attributable indirect costs incurred by NORCOM) of such extra staffing and/or equipment, together with a surcharge of 20% on such costs. "**E**" shall be calculated to ensure that all other Participants are held harmless from any impact on their **User Fees** as a result of such additional staffing and/or equipment. The Governing Board shall determine the application 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: $U = (7,800 + 33,500) \times (50\% \times \$210,000)$

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

$$U = \$24,448$$

For Police agencies whether Principals or subscriber

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

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

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

$$U = \$52,500$$

	$C(i)$	$C(i) \div C(f)$ $C(i) \div C(p)$	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

1

a. All Jurisdictions are Initial Participants

c. Fee Period starting March 1, 10 Months ending December 31 (10 months)

e. Smoothing Rebate is a reduction to the User Fees for each agency other than Bellevue - Calculation below.

Fire = 70% 670,833

Police = 30%	287,500
--------------	---------

Total Smoothing	\$958,333
------------------------	------------------

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

$$S(i) = (670,833) \times .245$$

S(i) = (\$164,325)

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

$$S(i) = (28,500) \times .248$$

S(i) = (\$71,408)

$$S(i) = .70 \times 958,333$$

$$S(i) = \$670,833$$

$$S(i) = .30 \times 958,333$$

$$S(i) = \$287,500$$

	C(i)	C(sf) & C(sp)	C(i) + C (f) C(i) + C(p)	S(i)	
<i>Principals</i>	<i>Calls for Service</i>	<i>Smoothing Calls for Service (Less Jurisdiction A & D)</i>	<i>Smoothing Percentage of Calls for Service (Less Jurisdiction A & D)</i>	<i>Fee Period Smoothing Charge/(Rebate)</i>	<i>Quarterly**</i>
Fire:					
Jurisdiction D	7,835			670,833	223,611
Jurisdiction E	6,375	6,375	24.5%	(164,325)	(54,775)
Jurisdiction F	4,850	4,850	18.6%	(125,016)	(41,672)
Jurisdiction G	12,500	12,500	48.0%	(322,206)	(107,402)
Jurisdiction H*	2,300	2,300	8.8%	(59,286)	(19,762)
Total Fire Calls	C(f) 33,860	C(sf) 26,025	100.0%	-	0
Police:					
Jurisdiction A	16,250	-	-	287,500	\$95,833
Jurisdiction B	4,015	4,015	24.8%	(71,408)	(\$23,803)
Jurisdiction C	12,150	12,150	75.2%	(216,092)	(\$72,031)
Total Police Calls	C(p) 32,415	C(sp) 16,165	100.0%	0	0

92

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

1
2

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

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

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

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

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

For Initial Participants who are Police agencies: example Jurisdiction B

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

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

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

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

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%	(118,972)	(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

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

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

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

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

$$U = 353,461$$

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

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

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

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

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

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

$$U = 138,077$$

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

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

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

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

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

$$U = 281,128$$

	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.

