



CONTRACT FACE SHEET - Updated 06.18.2007 C

- Document Type: Contract Franchise Agreement
 MOU Right of Way Use Agreement
 Interlocal agreement Lien
 Notice of Acceptance Correspondence
 Retainage Collective Bargaining Agreement
- Status New Renewal
 Amendment Cancellation
 Change Order

*Vendor Name: Emergency Fire & Medical Communications

*JDE PO Number: -

*Effective Date: 01.01.2002

*Termination Date: 12.31.2006

*Clerk's Receiving Number: 31458

Related Receiving Number: -

Bid/RFP/RFQ/ITQ Number: -

Ordinance Number: -

Resolution Number: 6646

CIP Number: -

Project Name: Purchase of CoB's 911 Dispatch Services

Site Name: Northshore Fire District 16

Vendor Number: -

File Location: 02-117

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

updated Face Sheet Date 06.18.2007 C
 Scan Date 6-19-07
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Northshore KCFD # 16

REC NO. 31458

CITY OF BELLEVUE

DATE 2/19/02

COMMUNICATION SERVICES AGREEMENT MT 701906

CITY CLERK'S OFFICE 02-117

Attachment 1 and Exhibits A
CCO FILE# BS 6646

This Agreement, which hereby incorporates by reference Attachment 1 and Exhibits A through H, is made and entered into by and between the CITY OF BELLEVUE, a municipal corporation of the State of Washington, hereinafter referred to as Bellevue and such cities, towns or fire districts as have chosen to join as contracting parties to the Emergency Fire and Medical Communication Services Agreement, hereinafter referred to as Contracting Agency.

WITNESSETH:

WHEREAS, Bellevue has established and maintains an Emergency Communication Center, and is capable, within reasonable limitations, of providing service to the geographical area of the Contracting Agency; and

WHEREAS, the parties have heretofore contracted with one another for the provision of emergency fire and medical communication services by Bellevue to the Contracting Agency, and are desirous of extending the service relationship for an additional five years through December 31, 2006, for the purpose of enabling the Contracting Agency to continue to utilize Bellevue's emergency fire and medical communication capabilities, and thereby continue to avoid unnecessary duplication of effort and expenditures of public funds; and

WHEREAS, substantial investigation and negotiation have occurred in an effort to determine a Communications - Fire Annual Service Fee which is equitable to both parties now and in the future; and

WHEREAS, the Communications - Fire Annual Service Fee established for the Contracting Agency and the method by which future Communications - Fire Annual Service Fees will be determined, as described herein, are acknowledged by both parties to be fair and equitable; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington; now, therefore

IN CONSIDERATION of the promises and agreements herein contained, and subject to the terms and conditions hereinafter set forth, it is hereby mutually understood and agreed by the parties hereto as follows:

- 3
1. Service. Bellevue shall furnish emergency fire and medical communication services to the Contracting Agency within the Contracting Agency's corporate limits which services are substantially the same as those rendered to Bellevue. Those services include:
 - a. Receiving emergency and routine calls for emergency fire and medical services; and
 - b. Directing a response to said calls by either dispatching the appropriate emergency fire or medical unit or forwarding of the call to the appropriate agency for response; and
 - c. Providing on-going communication support to emergency personnel in the field; and
 - d. Updating, maintaining and managing the radio communication systems, computer systems, support files and resource materials necessary to accomplish the above.
 2. Discretion Regarding Manner of Providing Service.
 - a. In all events, Bellevue shall have the sole discretion as to the method of providing these services. Bellevue shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for service or the rendering thereof. In doing so, Bellevue will provide service to the contracting Agency at the same level to which it provides service to itself.
 - b. Although Bellevue retains the rights detailed in "a", above, Bellevue will seek input and direction from the Contracting Agency on policies, procedures, response plans and other areas which directly affect the deployment of resources of the Contracting Agency and of the safety of Contracting Agency personnel.
 3. Reporting. On a monthly basis and within 15 days after the end of each month, Bellevue shall provide the Contracting Agency access to information reporting the number and type of service calls for the preceding month, cumulative year-to-date totals, and comparative figures for the prior year. Bellevue will either provide the Contracting Agency with a written report of this information or will provide the Contracting Agency access to the information

through Bellevue's Computer Aided Dispatch system or other easily accessible reporting system(s).

4. Communication Policy Advisory Board.

a. Establishment of the Communications Policy Board

There shall be established under this Agreement, a Communications Policy Advisory Board (herein after referred to as the Board, which shall advise and make recommendations to the Police Department on matters relating to the Communications Center.

b. Business of the Board

The Board shall have the authority to recommend policy and direction and to advise Bellevue on the following communication related matters:

- A. Service delivery levels of the communications center and performance standards
- B. Staffing level requirements or changes
- C. The Bellevue budget as defined in Section 15c
- D. Cost share distribution
- E. Major equipment and system changes
- F. Long-range planning
- G. Dispatch policies and procedures that relate to the deployment of resources of the Contract Agency
- H. Other matters of major importance to the customers of the communications center and items brought forth by the members of the Policy Advisory Board.

c. Membership of the Board

The membership of the Board shall be the Chief of each contract agency, or his designee.

d. Meetings

The Regular meeting of the Board will be held on a quarterly basis, on the second Monday of the months of March, June, September and December, at a time and place to be scheduled and announced by the Communications Manager or his designee.

From time-to-time it may be necessary to call a special meeting of the Board to deal with matters of importance that cannot be held until the next regular meeting of the Board. Notices of special meetings shall be mailed to members of the Board no less than ten (10) days prior to the scheduled time of the special meeting.

Special meetings may be called by Bellevue or, may be scheduled at the request of one or more representatives of the Policy Advisory Board.

5. Performance Standards. The Communication Policy Advisory Board will work with the Communication Manager to develop a set of performance standards for the Communication Center, a set of performance measures for those performance standards and a set of corrective actions that will be taken if a performance standard is not being met. This information will be documented, and when approved by both the Communication Policy Advisory Board and the Communication Manager, will become Exhibit I of this Agreement. The Board and Communication Manager commit to accomplishing this by the end of 2002. The performance standards may be amended only with the concurrence of the Communication Policy Advisory Board and the Communication Manager.

6. Communications - Fire Annual Service Fee. The Contracting Agency shall pay a Communications - Fire Annual Service Fee to Bellevue for services, which shall be based upon Bellevue's Communications - Fire Service Cost to provide such services in the preceding year (e.g., the 2002 Communications - Fire Annual Service Fee is based upon 2001 Bellevue budgeted expenses and revenues, as adjusted, used to calculate Bellevue's Communications - Fire Service Cost) as further described in this Section 6. The Communications - Fire Annual Service Fee for each year subsequent to the 2002 service year shall equal the Contracting Agency's Communications - Fire Annual Service Fee for the preceding year attributable to the Communications - Fire Service Cost, plus (minus) the Contracting Agency's pro rata share of the increase (decrease) in Communications - Fire Service Cost over that used in calculating the preceding year's Communications - Fire Annual Service Fee calculated in accordance with the following formula and as stipulated in the definitions set forth in Section 15 and in the exhibits to this Agreement:

$$\begin{aligned} &\text{Communications - Fire Annual Service Fee} = \text{Previous Year Communications -} \\ &\text{Fire Annual Service Fee attributable to Communications - Fire Service Cost} + \\ &\text{Budget Increase or decrease} \times \text{Calls For Service percentage.} \end{aligned}$$

Where:

"Budget Increase or decrease" = Budget dollar increase or decrease in
Communications - Fire Service Cost over the preceding year

"Calls for Service Percentage" = Calls for Service of Contracting Agency divided
by Calls for Service of Extended Bellevue Fire Communication Service Area.

The calculation of the 2002 Communications - Fire Annual Service Fee is set forth in Exhibits A-G and summarized specifically in Exhibit H.

7. Payment Terms. The Communications - Fire Annual Service Fee shall be payable one-half on or before May 15 of the service year, and one-half on or before November 15 of the service year. Invoices will be mailed no later than two months before these due dates. If payment is not received by the due date, a second notice will be sent by certified mail. If payment is not received within thirty (30) days of the date of the second notice, such payment shall be subject to an interest charge of ten (10) percent per annum, from the original due date of the payment.

8. Notification to Contracting Agency Regarding Communications - Fire Annual Service Fee Change. By no later than August 1 of each year after the initial service year of this Agreement, Bellevue shall provide the Contracting Agency with notice of the Communications - Fire Annual Service Fee to be charged for the next Service Year (e.g., the Communications - Fire Annual Service Fee for service year 2003 shall be confirmed by no later than August 1, 2002). Such notice shall include copies of applicable sections of Bellevue Budget reports upon which the fee calculation was based. The Board agrees to meet with Bellevue Police Department staff promptly following receipt of the Communications - Fire Annual Service Fee notice by Contracting Agency, for the purpose of reviewing the Communications - Fire Annual Service Fee calculation and discussing any significant changes from the prior year. Reasonable efforts shall be made to encourage attendance by all board members at such meeting.

9. Procedure for Notification Regarding Bellevue Budget Changes. Bellevue agrees to provide timely notification to the Board of any proposed material change to the existing Bellevue Budget which, if approved by the Bellevue Administration and/or City Council, would likely cause a material change in the Bellevue Budget and lead to a material change in the Communications - Fire annual Service Fee. The intent of this notification is to give advance notice on proposed material changes so that the Board may be both informed and able to comment to the City of Bellevue either supporting or opposing any such proposed change.

Bellevue also agrees to give notice should any material actual expenditure be needed which was not included in the Bellevue Budget, if such expenditure might reasonably be expected to cause the approved Bellevue Budget to be exceeded.

10. Procedure for Review of Extraordinary Increases. If for any service year, Bellevue notifies the Contracting Agency that the Communications - Fire Annual Service Fee to be charged will exceed the preceding year's Communications - Fire Annual Service Fee by more than 6% (six percent), any Contracting Agency may request a meeting of the Board to discuss the proposed increase. Such meeting shall be promptly held, and reasonable efforts shall be made to include all board members. The parties shall negotiate in good faith. If the majority of board members present are unable to reach agreement on the Communications - Fire Annual Service Fee through negotiation, mediation may, by mutual consent, be initiated. In the event the parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his/her expertise with the nature of the matter in dispute and ability to facilitate settlement. The parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. In the event that mediation is unsuccessful in providing a mutually acceptable solution to the dispute after a period of not less than ninety (90) days, unless extended by mutual agreement of the parties, the parties may pursue any other form of relief provided under this Agreement. The expenses for mediation shall be equally shared between the parties including Bellevue, for example, if five Contracting Agencies join in mediation with Bellevue, each will pay 1/6th of the total expenses.

In order for a third party to join in the mediation, such party must be an agency contracting with Bellevue under a contract substantially identical to this Agreement, and must declare its intent to seek mediation of substantially the same issues as the Contracting Agency, and must agree to share mediation costs in the manner prescribed herein.

11. Arbitration. If, following the meeting referred to in Section 10, or through a mutually agreed upon mediation process, the parties are unable to reach agreement on whether the proposed Annual Communications - Fire Annual Service Fee should be revised, either party may request that the matter be submitted to an informal arbitration panel. The arbitration panel shall render its decision within ninety (90) days of its appointment. The panel shall consist of the Bellevue City Manager or his/her designee, the Mayor, City Manager or chief executive officer

of a Contracting Agency or his/her designee, and a third person to be selected by the two designated arbitrators.

If the two designated arbitrators are unable to select a third arbitrator, the two designated arbitrators shall obtain from the Municipal Research Service Center the names of five persons who have some expertise in the subject matter to be arbitrated. From the list of five names, the arbitrators will attempt to agree on one person to serve as the third arbitrator. In the event the two arbitrators are unable to agree on which of the five shall be the third arbitrator, the two arbitrators shall alternately eliminate the name of one person on the list until only one name remains. Who strikes first shall be determined by agreement or by a coin toss. The person remaining shall be the third arbitrator.

In order for a third party to join in the arbitration, such party must be an agency contracting with Bellevue under a contract substantially the same as this Agreement, and must declare its intent to seek arbitration of substantially the same issues as the Contracting Agency, and must agree to share arbitration expenses in the manner prescribed herein. The Contracting Agency and other contracting parties so joined in the arbitration shall jointly select a single Mayor, Councilmember or City Manager to collectively represent them on the three-person arbitration panel.

The panel of three arbitrators shall meet as soon as possible after selection of the third arbitrator for the purpose of commencing a resolution of the dispute. The decision of the majority of the arbitrators shall be binding upon all parties and shall not be appealable to the Superior Court, providing the decision is not arbitrary and capricious and does not exceed the panel's jurisdiction. All expenses of the arbitration proceeding shall be shared equally by the parties to the arbitration including Bellevue, for example, if five Contracting Agencies join in arbitration with Bellevue, each will pay 1/6th of the total expense.

The jurisdiction of the arbitration panel shall be limited to claims relating in any manner to the interpretation or application of this agreement, as long as such claims are consistent with the terms and stated intent of this Agreement. The arbitration panel shall not be empowered to impose any remedy that has the effect of altering the terms of the Agreement or its stated intent.

12. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2002, through December 31, 2006. If the parties so agree in writing prior to December 31, 2005, the term of this Agreement may be extended for an additional five years.

13. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

14. Hold Harmless. The Contracting Agency shall protect, defend, indemnify and save Bellevue, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contracting Agency, its officers, employees or agents.

Bellevue shall protect, defend, indemnify and save the Contracting Agency, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees or agents.

In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability hereunder shall be only to the extent of each party's own negligence.

Bellevue and Contracting Agency each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, Bellevue and Contracting Agency, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW.

The provisions of this section shall survive the expiration of this Agreement.

15. Definitions. The following definitions shall apply for purposes of this Agreement:

- a. The "Extended Bellevue Fire Communication Service Area" shall mean that total service area comprised of the cities, towns and fire districts listed in Attachment 1 for which Bellevue provided emergency fire and medical communication services during 2001, as their boundaries presently exist or as such boundaries may hereafter be modified by annexation, together with any additional areas Bellevue may elect to provide emergency fire and medical communication services for in the future.

It is the intent of the parties that the Contracting Agency shall benefit from the full communication system resources of Bellevue, as they may be

deployed by Bellevue in its discretion pursuant to Sections 1 and 2 of this Agreement. It is further the intent of the parties that if additional territory is added to the Extended Bellevue Fire Communication Service Area, it will be accomplished in a manner which would be expected to provide benefit to the communication system overall, including each Contracting Agency. Bellevue agrees to meet promptly with the Board to explain any proposed agreements for expansion of the Extended Bellevue Fire Communication Service Area, and their impact, if any, on future Communications - Fire Annual Service Fees prior to reaching any such agreements.

- b. The "Calls for Service" of any Contracting Agency within the Extended Bellevue Fire Communication Service Area for purposes of calculating the Communications - Fire Annual Service Fee due for a particular service year, shall mean the number of calls originating within the boundaries of the Contracting Agency and electronically counted for the last completed calendar year prior to the commencement of a new contract year (i.e., 2000 for 2002, 2001 for 2003, etc.).
- c. The "Bellevue Budget" used in calculating the Communications - Fire Annual Service Fee payable for a particular service year shall mean the General Fund budget adopted by the City of Bellevue by ordinance for the preceding fiscal year including any Council-approved ordinance amendments to such budget or City authorized budget adjustments made pursuant to City budget practice, duly enacted on or before the 30th day of June of such budget year. (In other words, the Bellevue Budget which will be used to calculate the 2002 Communications-Fire Annual Service Fee shall be the official budget for the City of Bellevue for fiscal year 2001, adopted as part of the City's biennium budget for 2001-2002, etc.) The Bellevue Capital Investment Program budget will not be included in the Bellevue Budget used as the basis for charging the contracting agency. No charge will be made for expenses incurred for any past, current or future Capital Investment Program budget unless and until an amendment

to this contract is separately negotiated defining which types of projects can be included and under what circumstances.

In the event that Bellevue changes the form or substance of the budget categories used in this Agreement, the definitions, calculations, and formulas used in this Agreement shall be amended to achieve the same substantive results.

- d. The "Communications - Fire Net General Fund Budget" shall mean the Communications - Fire Gross General Fund Budget contained in the Police Department account 0100-033-000-52881 less any non-Communications - Fire items which may be budgeted in this account. These items will be excluded because they are not applicable to the provision of emergency fire and medical communication services or are items funded for the benefit of a specific customer and not of general benefit to all Contracting Agencies. These items are displayed in Exhibit C which will be updated annually and reviewed with the Board.
- e. "Communications - Fire 5 Year Average Expenditure Adjustment" shall mean the average of the actual expenditures divided by budgeted expenditures expressed as a percentage for Communications - Fire General Fund Budget" for each of the most recently completed five year's prior to the start of the new contract year. The five year average percentage so calculated will be applied to the following years Communication-Fire Gross General Fund Budget to arrive at the dollar amount of the adjustment for that year. For example, the five year expenditure adjustment calculated for 1996-2000 will be applied against the 2001 Communications - Fire Gross General Fund Budget to calculate the 2001 expenditure adjustment dollar amount.
- f. The "Adjusted Communications - Fire General Fund Budget" shall mean the "Communications - Fire Net General Fund Budget" less the "Communications - Fire 5 year Average Expenditure Adjustment".
- g. The "Communications - Fire General Fund Revenue Budget" shall mean 50% of the "Intergovernmental E-911 Services" which is a specific revenue account in the Bellevue Budget.

- h. The "Communications -Fire 5 Year Average Revenue Adjustment" shall mean the average of the actual revenues divided by budgeted revenues expressed as a percentage for each of the most recently completed five years prior to the start of the new contract year. The five year average percentage so calculated will be applied to the following year's Intergovernmental E-911 services to arrive at the dollar amount of the adjustment for that year. For example, the five year revenue adjustment calculated for 1996-2000 will be applied against the 2001 Intergovernmental E-911 Services revenue to calculate the 2001 revenue adjustment dollar amount.
- i. The "Adjusted Communications - Fire General Fund Revenue Budget" shall mean the "Communications - Fire General Fund Revenue Budget" less the "Communications - Fire 5 Year Average Revenue Adjustment".
- j. The "Net Communications - Fire Budget" shall mean the sum of the "Adjusted Communications - Fire General Fund Budget" less the "Adjusted Communications - Fire General Fund Revenue Budget".
- k. The "Fire Communication Share of Support Service Costs" for a particular service year means the Communications- Fire share of budgeted general overhead expenses, including only those items that are identified on Exhibit F as allocated to the Bellevue Police Department each year as indirect overhead charges for the entire Department and then further allocated to Communications - Fire, provided, however, that such indirect overhead expenses shall not exceed the agreed rate of 6% percent of the adjusted Communications-Fire General Fund budget for each budget year.
- l. The "Communications - Fire Service Cost" to be used in calculating the Communications - Fire Annual Service Fee payable by the Contracting Agency for a particular service year shall equal the sum of the following:
 - 1. "Adjusted Communications -Fire General Fund Budget" as defined in Paragraph 15(f);
 - 2. Less the "Adjusted Communications - Fire General Fund Revenue Budget" as defined in Paragraph 15(g);
 - 3. Plus "Total Other Budget Allocations".

16. Contracting Agency Boundary Changes. It is the responsibility of each Contracting Agency to promptly notify Bellevue of any boundary changes that may occur due to annexation, merger, or other reason so that Bellevue may accurately track calls for service data and accurately bill the correct Contracting Agency. Bellevue agrees to meet with the affected Contracting Agency or Agencies to discuss and gather accurate information.

17. Agreement. This Agreement together with Attachment 1 and Exhibits A through H, which are hereby incorporated by reference as if fully set forth herein, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the authorized representatives of both parties hereto.

18. Agreement Modification. Bellevue and the Contracting Agency agree that this Agreement may be modified if there is a material increase or decrease in the total calls for service of the Extended Bellevue Service Area due to existing Contracting Agencies terminating or new Contracting Agencies being admitted. The Agreement may also be modified if Bellevue and a majority of the Board mutually agree.

19. Termination. Either party may terminate this Agreement by providing written notice of its intent to terminate no later than the last day of a calendar year for termination to be effective on the last day of the following year. For example if a contracting agency wished to withdraw effective December 31, 2003, a written termination notice must be produced during 2002 and in no case later than December 31, 2002. In the event such written notice is given, this Agreement shall terminate and be of no further force and effect on December 31st of such final service year.

20. Effective Date. Upon execution by both parties, this Agreement shall take effect on January 1, 2002.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By Jack Rogan

Its SR O'Keefe

Its Fire Commissioner

City Manager
~~Deputy~~

Title Chair

Date: 2/18/02

Date: 2/5/02

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
City Attorney

[Signature]
Title Attorney

LIST OF EXHIBITS

- Attachment 1 Extended Bellevue Fire Communication Service Area
- Exhibit A 2002 Summary of Service Cost Change
- Exhibit B Comparison of 2001 to 2000 Communications - Fire Service Cost
- Exhibit C 2002 Items to Exclude from Communications - Fire General Fund Budget
- Exhibit D 2002 Communications - Fire 5 Year Average Expenditure Adjustment
- Exhibit E 2002 Communications - Fire 5 Year Average Revenue Adjustment
- Exhibit F 2002 Communications - Fire Share of Support Service Cost
- Exhibit G Calls For Service (CFS) By Contracting Agency
- Exhibit H 2002 Fire - Communications Service Fee By Contracting Agency

Attachment 1

Extended Bellevue Fire Communication Service Area

Agency Name

Bellevue Fire Department

Bothell Fire Department

Eastside Fire and Rescue

Evergreen Medic One

Fire District 27 (Fall City)

Fire District 45 (Duvall)

Fire District 50 (Skykomish)

Fire District 51 (Snoqualmie Pass)

Kirkland Fire Department

Northshore Fire Department (Fire District 16)

Redmond Fire Department

Shoreline Fire Department (Fire District 4)

Snoqualmie Department of Public Safety

Woodinville Fire and Life Safety

EXHIBIT A: 2002 Summary of Service Cost Change

(Compares 2000 Vs 2001 Total Fire - Communications Service Costs)

<u>Service Cost Item</u>	<u>2001 Budget</u>	<u>2000 Budget</u>	<u>Budget Increase/ (Decrease)</u>
Communications - Fire Net General Fund Budget (Attachment C)	\$2,109,014	\$1,996,532	\$112,482
Less: Communications - Fire 5 Year Average Expenditure Adjustment (Attachment D)	\$57,769	\$95,569	(\$37,800)
Adjusted Communications - Fire General Fund Budget	\$2,051,245	\$1,900,963	\$150,281
Communications - Fire General Fund Revenue Budget (Attachment E)	\$96,463	\$108,143	(\$11,680)
Plus: Communications - Fire 5 Year Average Revenue Adjustment (Attachment E)	\$12,126	\$27,334	(\$15,208)
Adjusted Communications - Fire General Fund Revenue Budget	\$108,589	\$135,476	(\$26,887)
Net Communications - Fire Budget	\$1,942,656	\$1,765,487	\$177,169
Other Budget Allocations			
Communications - Fire Share of Support Service Costs (Attachment F)	\$55,329	\$54,132	\$1,196
Communications - Fire Service Cost	\$1,997,984	\$1,819,619	\$178,365

EXHIBIT B: Comparison of 2001 to 2000 Communications - Fire Service Cost

<u>Service Cost Item</u>	<u>2001 Budget</u>	<u>2000 Budget</u>	<u>Budget % Increase</u>	<u>% Change</u>
Communications - Fire Net General Fund Budget (Attachment C)	\$2,109,014	\$1,996,532	\$112,482	5.6%
Less: Communications - Fire 5 Year Average Expenditure Adjustment (Attachment D)	<u>\$57,769</u>	<u>\$95,569</u>	(\$37,800)	-39.6%
Adjusted Communications - Fire General Fund Budget	\$2,051,245	\$1,900,963	\$150,281	7.9%
Communications - Fire General Fund Revenue Budget (Attachment E)	\$96,463	\$108,143	(\$11,680)	-10.8%
Plus: Communications - Fire 5 Year Average Revenue Adjustment (Attachment E)	<u>\$12,126</u>	<u>\$27,334</u>	(\$15,208)	-55.6%
Adjusted Communications - Fire General Fund Revenue Budget	\$108,589	\$135,476	(\$26,887)	-19.8%
Net Communications - Fire Budget	\$1,942,656	\$1,765,487	\$177,169	10.0%
Other Budget Allocations				
Communications - Fire Share of Support Service Costs (Attachment F)	\$55,329	\$54,132	\$1,196	2.2%
Communications - Fire Service Cost	\$1,997,984	\$1,819,619	\$178,365	9.8%

EXHIBIT D: 2002 Communications - Fire 5 Year Average Expenditure Adjustment

Item	1994	1995	1996	1997	1998	1999	2000	2001
Communications - Fire Gross General Fund Budget	1,206,930	1,238,812	1,251,517	1,440,623	1,477,961	1,698,057	1,821,656	2,177,673
Actual Expenditures	1,150,171	1,177,139	1,119,232	1,287,905	1,421,211	1,761,864	1,967,188	
(Over)/under	56,759	61,673	132,285	152,718	56,750	(63,807)	(145,532)	
Percent Unexpended/(overexpended)	4.7%	5.0%	10.6%	10.6%	3.8%	-3.8%	-8.0%	
Five Year Average Unexpended/(Overexpended)					6.9%	5.2%	2.7%	
Communications - Fire 5 Year Avg Exp Adjustment						117,817	95,569	57,769

EXHIBIT E: 2002 Communications - Fire 5 Year Average Revenue Adjustment

Item	1994	1995	1996	1997	1998	1999	2000	2001
Emergency 911 Revenue @ 50% Budget	21,200	22,000	65,000	130,419	76,550	78,100	108,143	96,463
Emergency 911 Revenue @ 50% Actual	28,494	25,021	89,932	35,688	135,745	132,456	54,295	
Over/(under)	7,294	3,021	24,932	(94,731)	59,195	54,356	(53,847)	
Percent Collected	134.4%	113.7%	138.4%	27.4%	177.3%	169.6%	50.2%	
Five Year Average Percent Over/(Under) Collected				27.4%	118.2%	125.3%	112.5%	
Emerg 911 Revenue X 5 Yr Avg Collected =								
Comm-Fire 5 Year Avg Revenue Adjustment						14,243	27,334	12,126

EXHIBIT F: 2002 Communications - Fire Share of Support Service Cost

2000 Indirect Overhead

Allocations to the Entire Police Department and Further Allocation to Communications - Fire

Indirect Overhead Departmental	Indirect Overhead Service Provided	Base Overhead Amount	Percentage Chargable To Customers	Chargable Overhead Amount	Historical Underexpend Adjustment	Adjusted Overhead Amount	Percentage Allocation To Police Dept	Primary Allocation		Secondary Allocation		Total Allocation		Percentage Allocation To Fire- Commun	Allocation To Fire- Commun Amount
								To Fire- Commun Amount	Amount	To Fire- Commun Amount	Amount	To Fire- Commun Amount	Amount		
City Attorney	Legal Advice	\$531,254	50.0%	\$265,627	97.57%	\$259,172	22.81%	\$59,114	9,270	\$68,385	8.43%	\$5,764	\$5,764	8.43%	\$5,764
City Clerk	General Support	\$493,643	50.0%	\$246,822	97.07%	\$239,590	22.81%	\$54,648	9,220	\$63,868	8.43%	\$5,383	\$5,383	8.43%	\$5,383
Finance	Accounting Central	\$151,650	100.0%	\$151,650	98.01%	\$148,632	15.63%	\$23,229	3,052	\$26,280	8.43%	\$2,215	\$2,215	8.43%	\$2,215
	Payroll	\$348,403	100.0%	\$348,403	98.01%	\$341,470	15.63%	\$53,366	7,011	\$60,377	8.43%	\$5,089	\$5,089	8.43%	\$5,089
	Timekeeping	\$30,000	100.0%	\$30,000	98.01%	\$29,403	15.63%	\$4,595	604	\$5,199	8.43%	\$438	\$438	8.43%	\$438
	Accounts Payable	\$302,113	100.0%	\$302,113	98.01%	\$296,101	15.63%	\$46,275	6,080	\$52,355	8.43%	\$4,413	\$4,413	8.43%	\$4,413
	Labor Distribution	\$16,194	50.0%	\$8,097	98.01%	\$7,936	15.63%	\$1,240	163	\$1,403	8.43%	\$118	\$118	8.43%	\$118
	General Budget	\$818,524	50.0%	\$409,262	98.01%	\$401,118	15.63%	\$62,688	8,236	\$70,924	8.43%	\$5,978	\$5,978	8.43%	\$5,978
	Purchasing	\$427,750	100.0%	\$427,750	98.01%	\$419,238	15.63%	\$65,519	8,608	\$74,128	8.43%	\$6,248	\$6,248	8.43%	\$6,248
Treasury Services	\$897,078	50.0%	\$448,539	98.01%	\$439,613	15.63%	\$68,704	9,027	\$77,730	8.43%	\$6,551	\$6,551	8.43%	\$6,551	
Human Resources	General Support	\$1,082,277	50.0%	\$541,139	95.65%	\$517,599	22.81%	\$118,059	8,725	\$126,784	8.43%	\$10,686	\$10,686	8.43%	\$10,686
Misc Non-Department	State and Council Auditors	\$62,712	100.0%	\$62,712	100.00%	\$62,712	22.81%	\$14,304	537	\$14,841	8.43%	\$1,251	\$1,251	8.43%	\$1,251
Total		\$5,161,598		\$3,242,113		\$3,162,583		\$571,741	\$70,533	\$642,274					

EXHIBIT F: 2002 Communications - Fire Share of Support Service Cost

2001 Indirect Overhead

Allocations to the Entire Police Department and Further Allocation to Communications - Fire

Department	Indirect Overhead Service Provided	Base Overhead Amount	Percentage Chargeable To Customers	Chargeable Overhead Amount	Historical Underexpend Adjustment	Adjusted Overhead Amount	Percentage Allocation To Police Dept	Primary Allocation		Secondary Allocation		Total Allocation		Percentage Allocation To Fire-Communit	Allocation To Fire-Communit Amount
								To Fire-Communit Amount	To Fire-Communit Amount *	To Fire-Communit Amount	To Fire-Communit Amount				
City Attorney	Legal Advice	\$499,717	50.0%	\$249,859	98.36%	\$245,761	7.02%	\$17,252	\$381	\$20,633	9.09%	\$1,875	\$1,875	9.09%	\$1,875
City Clerk	General Support	\$454,610	50.0%	\$227,305	96.28%	\$218,849	22.21%	\$48,606	10,374	\$38,980	9.09%	\$5,359	\$5,359	9.09%	\$5,359
Finance	Accounting Control	\$176,782	100.0%	\$176,782	96.44%	\$170,489	7.37%	\$12,565	1,625	\$14,190	9.09%	\$1,289	\$1,289	9.09%	\$1,289
	Payroll	\$348,403	100.0%	\$348,403	96.44%	\$336,000	19.60%	\$65,856	8,515	\$74,371	9.09%	\$6,757	\$6,757	9.09%	\$6,757
	Timekeeping	\$30,000	100.0%	\$30,000	96.44%	\$28,932	19.60%	\$5,671	733	\$6,404	9.09%	\$582	\$582	9.09%	\$582
	Accounts Payable	\$302,113	100.0%	\$302,113	96.44%	\$291,358	7.76%	\$22,609	2,923	\$25,533	9.09%	\$2,320	\$2,320	9.09%	\$2,320
	Labor Distribution	\$16,194	50.0%	\$8,097	96.44%	\$7,809	0.00%	\$0	-	\$0	9.09%	\$0	\$0	9.09%	\$0
	General Budget	\$818,524	50.0%	\$409,262	96.44%	\$394,692	26.81%	\$105,817	13,681	\$119,498	9.09%	\$10,857	\$10,857	9.09%	\$10,857
	Purchasing	\$427,750	100.0%	\$427,750	96.44%	\$412,522	10.02%	\$41,335	5,344	\$46,679	9.09%	\$4,241	\$4,241	9.09%	\$4,241
	Treasury Services	\$897,078	50.0%	\$448,539	96.44%	\$432,571	18.26%	\$78,987	10,212	\$89,200	9.09%	\$8,105	\$8,105	9.09%	\$8,105
Human Resources	General Support	\$1,086,934	50.0%	\$543,467	95.22%	\$517,489	22.21%	\$114,934	11,282	\$126,217	9.09%	\$11,468	\$11,468	9.09%	\$11,468
Miso Non-Department	State and Council Auditors	\$112,050	100.0%	\$112,050	100.00%	\$112,050	22.21%	\$24,886	2,361	\$27,247	9.09%	\$2,476	\$2,476	9.09%	\$2,476
Total		\$5,170,155		\$3,283,627		\$3,168,522		\$538,520	\$70,431	\$608,951					

* The "Secondary Allocation to Fire - Communication Amount" for each service is made by dividing the departments total secondary allocation by its total primary allocation and multiplying by the individual services "Primary Allocation to Fire - Communication Amount".

** The "Percentage Allocation to Fire - Communication" is determined by dividing the 2001 budgeted FTEs in Fire-Communication (24.71) by the total budgeted FTEs in 2001 in the Bellevue Police Department (271.86).

EXHIBIT G: Calls For Service* (CFS) By Contracting Agency

<u>Contracting Agency</u>	<u>1997</u>	<u>1997 %</u>	<u>1998</u>	<u>1998 %</u>	<u>1999</u>	<u>1999 %</u>	<u>2000</u>	<u>2000 %</u>
	<u>CFS</u>	<u>of Total</u>						
KCFD #4 (Shoreline)	5,900	10.58%	6,099	10.21%	6,189	10.05%	6,146	10.01%
Eastside Fire & Rescue	6,128	10.99%	7,270	12.17%	8,769	14.24%	7,544	12.29%
KCFD #16 (Northshore)	2,623	4.70%	2,449	4.10%	2,522	4.09%	2,747	4.47%
KCFD #27 (Fall City)	478	0.86%	546	0.91%	511	0.83%	525	0.86%
KCFD #45 (Duvall)	751	1.35%	780	1.31%	748	1.21%	726	1.18%
KCFD #50 (Skykomish)	245	0.44%	318	0.53%	294	0.48%	318	0.52%
KCFD #51 (Snoqualmie Pass)	186	0.33%	217	0.36%	246	0.40%	291	0.47%
Bellevue Fire (3)	15,257	27.37%	15,802	26.46%	16,022	26.01%	15,537	25.31%
Bothel Fire (4)	3,456	6.20%	3,709	6.21%	3,847	6.25%	4,285	6.98%
Issaquah Fire	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Kirkland (5)	6,018	10.79%	6,322	10.59%	6,353	10.31%	6,519	10.62%
Redmond Fire (6)	5,725	10.27%	6,287	10.53%	6,314	10.25%	6,414	10.45%
Snoqualmie	682	1.22%	682	1.14%	460	0.75%	519	0.85%
Woodinville Fire	3,374	6.05%	3,477	5.82%	3,459	5.62%	3,503	5.71%
Evergreen Medic	4,928	8.84%	5,762	9.65%	5,858	9.51%	6,322	10.30%
Subtotal Fire	55,751	100.00%	59,720	100.00%	61,592	100.00%	61,396	100.00%

Calls for Service for the Footnoted Jurisdictions Include these Additional Jurisdictions:

- (1) Hunts Point
- (2) Yarrow Point
- (3) Clyde Hill, Medina, Yarrow Point, Hunts Point, Newcastle, Beaux Arts, KCFD # 14
- (4) SCFD # 10, Bothel in Snohom Cnty
- (5) KCFD # 41
- (6) KCFD # 34

* Calls for Service Values are compiled by the Bellevue Communication's Center

EXHIBIT H: 2002 Fire - Communications Service Fee By Contracting Agency

Customer	2000 Calls For Service	Percentage of the 2000 Calls For Service	Total Cost Increase 178,365 X CFS Percentage	Plus 2001 Service Fee	Equals 2002 Service Fee	Percent Change
KCFD #4 (Shoreline)	6,146	10.01%	17,855	160,611	178,466	11.1%
Eastside Fire & Rescue	7,544	12.29%	21,917	291,196	313,113	7.5%
KCFD #16 (Northshore)	2,747	4.47%	7,980	82,992	90,972	9.6%
KCFD #27 (Fall City)	525	0.86%	1,525	21,128	22,653	7.2%
KCFD #45 (Duvall)	726	1.18%	2,109	27,364	29,473	7.7%
KCFD #50 (Skykomish)	318	0.52%	924	6,397	7,321	14.4%
KCFD #51 (Snoqualmie Pass)	291	0.47%	845	5,065	5,910	16.7%
Bellevue Fire (3)	15,537	25.31%	45,137	557,719	602,856	8.1%
Bothel Fire (4)	4,285	6.98%	12,449	95,567	108,016	13.0%
Issaquah Fire	0	0.00%	0	0	0	#DIV/0!
Kirkland (5)	6,519	10.62%	18,939	177,319	196,258	10.7%
Redmond Fire (6)	6,414	10.45%	18,634	200,457	219,091	9.3%
Snoqualmie	519	0.85%	1,508	12,706	14,214	11.9%
Woodinville Fire	3,503	5.71%	10,177	104,646	114,823	9.7%
Evergreen Medic	6,322	10.30%	18,368	122,999	141,365	14.9%
Subtotal Fire	61,396	100.00%	178,365	1,866,166	2,044,531	9.6%

0748-RES
1/3/02

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6646

A RESOLUTION authorizing the City Manager or his designee to execute, on behalf of the City, a single new form of agreement for Emergency Fire and Medical Communication Services with current and future communication center customers.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute, on behalf of the City, a single new form of agreement for Emergency Fire and Medical Communication Services with current communication center customers, a copy of which Agreement has been given Clerk's Receiving No. 31458.

Passed by the City Council this 7th day of January, 2002, and signed in authentication of its passage this 7th day of Jan, 2002.

(SEAL)

Conni Marshall
Mayor

Attest:

Mynna L. Basich
Mynna L. Basich, City Clerk



City of Bellevue
City Clerk's Office

REC NO. 31458
CITY OF BELLEVUE

CONTRACTUAL ROUTING/APPROVAL

DATE _____
The originating Department must complete the form, obtain the signature of the Department Head, route the document to the City Attorney's Office. Upon City Attorney's approval as to form, the contract is routed to the Risk Manager, the Grant Accountant, Accounts Payable and the City Manager for review and approval and then to the City Clerk for Recording.

CONTRACT TITLE: Emergency Fire and Medical Communications Services Agreement
ORIGINATING DEPT: Police
FUND/DEPT/DIV: 0100-000-000-33878-001
(Account #'s) " " " " 002
STAFF CONTACT: " " " " 003
TELEPHONE: David Offner 6961
DATE: 1-14-02

RECEIVED
CITY OF BELLEVUE
LEGAL DEPT

JAN 14 2002

ROUTING PROCESS: AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

- TO:
- LEGAL
 - RISK MANAGER
 - GRANT ACCOUNTANT (if applicable).....
 - ACCOUNTS PAYABLE.....
 - CITY MANAGER (if required).....
 - CITY CLERK
 - RETURN TO WHOM?

DEPT HEAD SIGNATURE: David Offner
SIGNATURE: [Signature]
BY: Jeanne Nicolai
BY: [Signature]
BY: [Signature]
BY: _____

REQUIRED INFORMATION

Incomplete form will be returned to staff contact.

Vendor #: _____ Vendor Name: Bellevue Police - Communications Center
 Expiration Date: _____ Fund / Dept / Div: 0100-033-000-52881
 Type: F I P N B L O Bid #: _____ Amendment: Yes No
 F - formal PW B - building maint. Per Ordinance / Resolution #: 6646
 I - informal PW L - landscape Dated: 1-7-2002
 P - professional services O - other Contract Amount: \$ 1,441,675
 N - non-professional services
 CC File Locator: _____ Tax ID: _____
 Contract Description: Contract to sell Dispatch Services of Bellevue Communication Center to 13 Fire departments