



CONTRACT FACE SHEET

- Document Type:  Contract  Franchise Agreement  
 MOU  Right of Way Use Agreement  
 Interfocal agreement  Lien  
 Notice of Acceptance  Correspondence  
 Retainage  Collective Bargaining Agreement
- Status  New  Renewal  
 Amendment #1  Cancellation  
 Change Order

\*Vendor Name: City of Clyde Hill  
 \*JDE PO Number: 710104-001  
 \*Effective Date: 01.01.2007  
 \*Termination Date: 12.31.2008  
 \*Clerk's Receiving Number: 40599  
 Related Receiving Number: 31874  
 Bid/RFP/RFQ/ITQ Number: -  
 Ordinance Number: -  
 Resolution Number: 7506 02-05-2007 6678 03-18-2002  
 CIP Number: -  
 Project Name: Emergency Police Communications Svc Agmt  
 KC#: 20070320002694  
 Vendor Number: 37042  
 File Location: 07-113

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

Face Sheet Date 02-09-2007 (C)  
 Scan Date 2-12-07  
 Index Date 2-12-07 MT

City of  
Bellevue



◆ Post Office Box 90012 ◆ Bellevue, Washington ◆ 98009 9012 ◆



**20070320002694**

CITY OF BELLEVUE INTERLOCAL 32.00  
PAGE 001 OF 001  
03/20/2007 15:41  
KING COUNTY, WA

### Recording Cover Sheet

To: King County Recorder's Office  
From: City of Bellevue City Clerk's Office  
P.O. Box 90012  
Bellevue, WA 98009-9012  
Date: 02/09/2007  
Subject: Inter Local Agreement Filing

The following legislation and attached agreement are included for filing with King County Recorder's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	City of Bellevue/ City of Clyde Hill
Adopting Legislation:	Res 7506
Clerk's Receiving Numbers:	CR# 40599
Description:	Emergency Police Communications Service Agreement Amendment #1
Recording Fee	\$32.00
	02-113

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: [cityclerk@ci.bellevue.wa.us](mailto:cityclerk@ci.bellevue.wa.us)

**FIRST AMENDMENT TO THE EMERGENCY POLICE COMMUNICATION  
SERVICES AGREEMENT WITH THE CITY OF CLYDE HILL**

CR# 40599 DATE 02-09-07 LOG 07-113 710104-001  
Res 7506

The City of Bellevue (Bellevue) and the City of Clyde Hill (Contracting Agency) agree to the following Amendments to the Emergency Police Communication Services Agreement (Agreement) entered into between the parties and given Clerk's Receiving No. 31874 on March 20, 2002.

1. The second Whereas Clause is modified as follows:

WHEREAS, the parties have heretofore contracted with one another for the provision of emergency police communication services by Bellevue to the Contracting Agency, and are desirous of extending the service relationship for an additional two years through December 31, 2008 except as more fully provided below, for the purpose of enabling the Contracting Agency to continue to utilize Bellevue's police communication capabilities, and thereby continue to avoid unnecessary duplication of effort and expenditures of public funds; and

2. An additional Whereas Clause is added as follows:

WHEREAS, the parties acknowledge that Bellevue and Contracting Agency (as well as other public agencies) are in the planning stages of developing an independent public agency (NORCOM) under the Interlocal Cooperation Act (RCW 39.34) to provide the communication services Bellevue currently provides pursuant to this Agreement. Therefore, the parties further acknowledge that this Agreement is subject to NORCOM's creation and operation as more fully set forth below.

3. Paragraph 7 is amended as follows:

7. Payment Terms. The Communications - Police 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 due date of the payment. Provided however, should Bellevue terminate this Agreement due to NORCOM's creation and operation, Contracting Agency shall pay Bellevue for services provided under this Agreement through the termination date. Should the termination date be other than December 31, Bellevue will provide Contracting Agency with a prorated statement for the amount owed to Bellevue or the amount Bellevue will refund.

4. Paragraph 8 is amended as follows:

8. Notification to Contracting Agency Regarding Communications - Police Annual Service Fee Change. By no later than September 15 of each year after the initial service year of this Agreement, Bellevue shall provide the Contracting Agency with notice of the Communications - Police Annual Service Fee to be charged for the next Service Year (e.g., the Communications - Police Annual Service Fee for service year 2008 shall be confirmed by no later than September 15, 2007).

5. Paragraph 9 is amended as follows:

9. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2007, through December 31, 2008. If the parties so agree in writing prior to December 31, 2007, the term of this Agreement may be extended for an additional one year. Provided however, the parties acknowledge that Bellevue and other public agencies are in the planning stages of developing an independent public agency (NORCOM) under the Interlocal Cooperation Act (RCW 39.34) to provide the communication services Bellevue currently provides pursuant to this Agreement. Should NORCOM be formed and operation and Bellevue be a member of NORCOM, earlier than January 1, 2009, this Agreement will terminate as provided in Paragraph 13.

6. Paragraph 10 is amended as follows:

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. Provided however, this paragraph shall not in any way impede or negatively impact NORCOM's creation, operation and/or Bellevue's and Contracting Agency's ability to terminate this Agreement as provided in Paragraph 13.

7. Paragraph 13 is amended as follows:

13. 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 the contracting agency wished to withdraw effective December 31, 2008, a written

termination notice must be produced during 2007 and in no case later than December 31, 2007. 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. Provided however, this Agreement shall terminate upon NORCOM being formed and operational and Bellevue becoming a member of NORCOM. Bellevue will provide Contracting Agency with 90 days notice of the termination of this Agreement due to the creation and operation of NORCOM.

8. Paragraph 14 is amended as follows;

14. Effective Date. Upon execution by both parties, this Agreement shall take effect on January 1, 2007.

9. All other terms of the Agreement shall remain the same and shall remain in full force and effect.

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

CITY OF BELLEVUE

CITY OF CLYDE HILL

By Brad Mingsha

By [Signature]

Its: Deputy City Manager

Its: [Signature]

Date: 2-7-07

Date: 1-16-07

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By [Signature]  
City Attorney

By \_\_\_\_\_  
City Attorney

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7506

A RESOLUTION authorizing the City Manager or his designee to approve the First Amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill to provide emergency police dispatch services to the City of Clyde Hill for up to an additional two years.

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

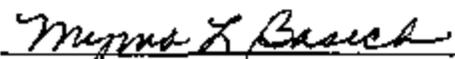
Section 1. The City Manager or his designee is hereby authorized to approve the First Amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill to provide emergency police dispatch services to the City of Clyde Hill for up to an additional two years, a copy of which First Amendment has been given Clerk's Receiving No. 40599.

Passed by the City Council this 5th day of February, 2007, and signed in authentication of its passage this 5th day of February, 2007.

(SEAL)

  
\_\_\_\_\_  
Grant S. Degonger, Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk

Resolution 7506  
page 3  
item 8(1)

page 1 of 5

# Agenda

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## City Council Regular Session

MONDAY  
February 5, 2007

8:00 – 10:00 p.m.  
Council Chambers

- |    |   | <u>Page</u>   |
|----|---|---|
| 1. | Call to Order   |   |
| 2. | Roll Call, Flag Salute  |   |
|    | (a) Commending King County Journal Staff  | Mayor <u>2-1</u>                                      |
| 3. | Communications: Written and Oral  |   |
|    | <i>Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.</i> |   |
| 4. | Reports of Community Council, Boards and Commissions  |   |
| 5. | Report of the City Manager  |   |
|    | (a) Management Brief on Network on Aging  | PARK <u>5-1</u><br>Patrick Foran<br>Cathy Von<br>Wald |
|    | (b) Management Brief regarding Clyde Hill water and sewer franchise fee decreases   | UTIL <u>5-3</u><br>Denny<br>Vidmar<br>Nav Otal        |

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance.



City of Bellevue

- |     |  |     |             |
|-----|--|-----|-------------|
| 6.  | Council Business   |     |             |
| 7.  | Approval of the Agenda   |     |             |
| 8.  | Consent Calendar   |     |             |
| (a) | Minutes of January 8, 2007 Extended Study Session<br>Minutes of January 16, 2007 Study Session<br>Minutes of January 16, 2007 Regular Session  |     | <u>8a-1</u> |
| (b) | Resolution No. 7501 ratifying payment for a claim filed against the City for property damage to the Query residence caused by a wastewater system failure.   | CAO | <u>8-1</u>  |
| (c) | Resolution No. 7502 authorizing execution of a Settlement Agreement and Release to implement settlement in the amount of \$119,987.53 to resolve claims related to property damage sustained to the Rice residence caused by a water system failure. | CAO | <u>8-5</u>  |
| (d) | Resolution No. 7503 authorizing execution of an extension of the professional services agreement with ImageSource, Inc., in an amount not to exceed \$136,000 for the City's pilot electronic content management system (CIP Plan No. G-57).         | CCO | <u>8-9</u>  |
| (e) | Motion to approve payment of claims for the period December 30, 2006 through February 2, 2007 and payroll for the period December 16, 2006 through January 15, 2007.   | FIN | <u>8-13</u> |
| (f) | Resolution No. 7504 authorizing execution of an agreement with Washington State Department of General Administration for the disposal of City surplus property.  | FIN | <u>8-15</u> |
| (g) | Motion to reject all bids received for Bid No. 0651, Landscape Materials.  | FIN | <u>8-19</u> |
| (h) | Resolution No. 7505 authorizing approval of the fifth amendment to the City of Bellevue Employee's Retirement Benefit Plan (Bellevue MEBT Plan) to   | HR  | <u>8-21</u> |

include the new hardship events for 401 (k) Plans and to approve any future hardship events deemed to meet the "safe-harbor" definition by the Internal Revenue Service.

- |   |     |  |      |             |
|---|-----|--|------|-------------|
| * | (i) | Resolution No. 7506 authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill.   | POL  | <u>8-25</u> |
|   | (j) | Resolution No. 7507 authorizing execution of the first amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One fire dispatch customers.   | POL  | <u>8-29</u> |
|   | (k) | Motion to amend the Street Overlays project title to "Overlay Program" and to amend the project description to include conducting Americans with Disabilities Act (ADA) retrofit work (CIP Plan No. PW-M-1).                                     | TRAN | <u>8-35</u> |
|   | (l) | Resolution No. 7508 authorizing execution of a professional services agreement for the 2007 AC Watermain Replacement project, with Roth Hill Engineering Partners, LLC, in the amount of \$290,000 for engineering services (CIP Plan No. W-16). | UTIL | <u>8-41</u> |
|   | (m) | Resolution No. 7509 authorizing execution of an amendment to the Software Maintenance Agreement with Advanced Utility Systems Corporation for the Utility Billing Customer Information System.   | UTIL | <u>8-47</u> |
|   | (n) | Motion to award Bid No. 0704 for 3135 Hunts Point Circle sanitary sewer repair, to Northern Con-Agg, Inc., as low bidder, in the amount of \$264,879.04 to replace existing sewer main (CIP Plan No. S-24).                                      | UTIL | <u>8-51</u> |
|   | (o) | Motion to award Bid No. 0705, 2006 AC Water Main Replacement, Phase 2, to Bonner Brothers Construction, Inc., as low bidder, in the amount of \$1,905,289.68 to replace aging and undersized water main pipe (CIP Plan No. W-16).                | UTIL | <u>8-55</u> |

9. Public Hearings

10. Land Use

- (a) \*Ordinance No. 5715 approving the rezone application of the City of Bellevue to rezone nine parcels at the northwest corner of Factoria Boulevard and Southeast 38th Street and at 3724 Factoria Boulevard from General Commercial and Office to Community Business. File No. 06-121724-LQ.

IIE

10-1

*(Discussed with Council on January 16, 2007.*

*This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, their decision would be appealable to Superior Court.*

*(The Hearing Examiner recommends Council approval.)*

11. Other Ordinances, Resolutions and Motions

- (a) Resolution No. 7510 authorizing execution of an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsho, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) (that will be substantially in the form of the Interlocal Agreement available to Council) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 to pursue legal challenges.

CAO  
Lori Riordan

11-1

12. Unfinished Business

13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

\* Quasi-judicial matters are those in which the Councilmembers sit as "judges" to decide issues involving specifically identified property or other rights between individuals or parties. This differs from Council's usual role of acting in a legislative or policy-making capacity.

**CITY COUNCIL AGENDA MEMORANDUM**

**Subject:** Resolution No. 7506 authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill.

**Fiscal Impact:** Under the proposed amendment, Clyde Hill will pay Bellevue \$69,108 in 2007 compared to \$65,910 in 2006. This 2007 revenue estimate is included in the 2007 General Fund budget.

The amendment continues the existing Agreement provision that automatic annual price increases will be based on the Consumer Price Index (CPI), as well as extending the term for two years, until December 31, 2008.

<b>Staff Contact:</b>	Jim Montgomery, Police Chief	452-6059
	Alan Komenski, Manager, Communications Center	452-2055
	Carl Krikorian, Police Fiscal Manager	452-6961

**POLICY CONSIDERATION**

Should the City execute a first amendment to the existing Emergency Police Communication Services Agreement to provide emergency police dispatch services to the City of Clyde Hill for an additional two years?

**BACKGROUND**

The City of Bellevue has operated a communications center to receive emergency police, fire, and medical calls since its incorporation. Administratively, the communication center is contained in the Police Department.

Beginning in the 1960's, Bellevue began to contract with other Police and Fire Departments to provide dispatch services, and over time has increased the number of customers to fourteen fire and emergency medical service departments and to one outside police agency, Clyde Hill.

The existing Agreement with Clyde Hill was approved by Council on March 20, 2002, under Resolution No. 6678, and expired on December 31, 2006. This amendment will extend the Agreement until December 31, 2008, but provides for early termination of the Agreement if the Northeast Regional King County Regional Public Safety Communications Center (NORCOM) is created prior to the termination date. Should NORCOM become operational before December 31, 2008, Clyde Hill agrees to pay Bellevue for dispatch services up to the date of the termination of the Agreement.

Unlike the fire dispatch customers, whose dispatch fees are calculated using a variety of cost factors, the Clyde Hill police dispatch fee is calculated by using the "Seattle-Tacoma-Bremerton area All Urban Consumers CPI" as published each August by the United States Department of Labor. The CPI is applied to the previous year's fee to derive the current fee. The fees to Clyde Hill since 2001, along with the CPI factors, are shown below:

2001	\$59,445	2005	\$64,163 (0.10%)
2002	\$61,591 (3.61%)	2006	\$65,910 (2.72%)
2003	\$62,745 (1.87%)	2007	\$69,108 (4.85%)
2004	\$64,097 (2.15%)		

#### **EFFECTIVE DATE**

If approved by the Council, this Resolution will be effective immediately.

#### **OPTIONS**

1. Adopt Resolution No. 7506, authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill.
2. Do not adopt the Resolution and provide alternative direction to staff.

#### **RECOMMENDATION**

Adopt Resolution No. 7506, authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill.

#### **MOTION**

Adopt Resolution No. 7506, authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill.

#### **ATTACHMENTS**

Proposed Resolution No. 7506

#### **AVAILABLE IN COUNCIL OFFICE**

First Amendment to Communication Services Agreement  
Communication Services Agreement with City of Clyde Hill  
US Department of Labor CPI data for August, 2006 fee calculation

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7506

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Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2007, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Grant S. Degginger, Mayor

Attest:

\_\_\_\_\_  
Myma L. Basich, City Clerk



CITY OF BELLEVUE  
 Finance - Contracting Services  
 425-452-7876

**FUNDING AGREEMENT ROUTING APPROVAL**

CURRENT AGREEMENT INFORMATION:

**Agreement Title:** Amendment #1 to Emergency Police Communications Service Agreement  
**Agreement Description:** Amendment #1 to Services Agreement

**Department:** Police  
**Project Manager:** Carl Krikorian  
**Document Type:** Other  
**Agreement Form:** Custom Agreement Document  
**Agreement Type:** IIA  
**Matching Funds Required:** No  
**Explanation:**

**Agreement Amount:** \$69,108.00

**Total Aggregate Value:** \$130,699.00  
 (includes orig. + prev. amends + new amend)

**Agreement Manager 1:** Carl Krikorian  
 Agreement Manager has the authority to approve invoices for payment on this contract.

**Project Name:** Emergency Police Communication Services Agreement

GRANTING ORGANIZATIONAL INFORMATION:

**Funding Agency:** City of Clyde Hill  
**Administrative Agency:** N/A  
**Funding Program Name:** N/A  
**Admin. Agency JDE Vendor #:** 37042

AGREEMENT TERMS:

**Original Effective Date:** 01/01/02 Actual date  
**Amendment Effective Date:** 01/01/07 Actual date  
**End Date:** 12/31/2008

RELATED AGREEMENT INFORMATION:

**Is this a Renewal/Amendment?** Yes

COUNCIL APPROVAL

**Council Award Date:** 2/5/07 Resolution #: \_\_\_\_\_  
**Ordinance #:** CR# 31874

DOCUMENT MANAGEMENT INFORMATION

**CIP Plan #:** N/A  
**Budget Fund:** N/A  
**Funding Source:** Local / Other  
**Orig. Agreement Value:** \$61,591.00  
**Total Value of Prev. Amendments:** \$0.00  
**JDE Project Number:** N/A  
**Explanation:** N/A

**ROUTING & APPROVAL**

**Authorized Department Signature:** Carl Krikorian  
 Police

**Date:** 1/26/07 **Title:** Fin. Mgr.

ROUTE:	In	Out
CONT SVCS:	<u>John L.</u> 1/22	1/26
ACCT'G:	<u>Chris McClure</u> 1/29	1/29
LEGAL:	<u>[Signature]</u> 1/29	1/29
RISK:	<u>James Nicolai</u> 1/30	1/31
CMO:	<u>[Signature]</u> 1/31	2/8
CCO:	<u>Chaugen</u> 02-08 02-09	
CONT SVCS:		

**Return To:** Carl Krikorian

JDE ACCOUNT INFORMATION (If required)

Year:	Amount:	Acct. Numb:
2007	\$69,108.00	100.338280.0001

**RECEIVED**

JAN 31 2007

CITY MANAGERS OFFICE

## FUNDING AGREEMENT FACE SHEET

Document Type:  Renewal  Compliance  
 Announcement  Supplemental Agreement  
 Application  Correspondence  
 Award Letter  Cancellation  
 Funding Agreement  Other  
 Letter of Authorization  Certification

Agreement Type:  Grant  MOU  ILA

\*Funding Source: Local / Other

\*Administrative Agency: \_\_\_\_\_

\*Funding Agency: City of Clyde Hill

\*Project Name: Emergency Police Communication Services Agreement

\*Department: Police

\*JDE Project Number: \_\_\_\_\_

\*JDE Vendor Number: 37042

\*Original Effective Date: 1/1/2002

\*Agreement Termination Date: 12/31/2008

Budget Fund: \_\_\_\_\_

CIP Plan Number: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Clerk's Receiving Number: ~~31874~~ 40599

Related Receiving Number: 31874

\* Denotes Mandatory Fields.