

CITY OF LAKE FOREST PARK AND NORCOM

Expansion of Principal Services Agreement

1. AGREEMENT

This City of Lake Forest Park and NORCOM Principal Agreement (the "Agreement") is made and entered between the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY, a Washington nonprofit corporation formed under Chapters 39.34 and 24.06 RCW ("NORCOM"), and the CITY OF LAKE FOREST PARK, a Washington municipal corporation and code city organized under Title 35A RCW (the "City"). NORCOM and the City are each a "Party" and collectively the "Parties" to this Agreement. The City and NORCOM agree as follows.

2. RECITALS

2.1 NORCOM is an instrumentality of its member public agencies (the "Principals"), operating pursuant to the NORCOM Interlocal Agreement entered into under Chapter 39.34 RCW and dated October 17, 2007, including all subsequent amendments (the "ILA"). NORCOM operates and maintains a consolidated public safety/emergency communication center for the benefit of the Principals and other Subscribers of NORCOM services (collectively, the "Participating Agencies"). The ILA and Chapter 39.34 RCW authorize NORCOM to admit additional Principals when certain conditions are met.

2.2 The City operates a law enforcement agency known as Lake Forest Park Police which has law enforcement powers granted by *inter alia* Article XI, § 11 of the Washington State Constitution, RCW 35A.21.161, and RCW 35A11.020. .

2.3 All law enforcement agencies, including the Lake Forest Park Police and those of the Participating Agencies, have the responsibility to provide effective law enforcement to protect lives and property and keep the peace. Effective law enforcement depends upon the ability of responding officers to have effective 911 emergency communications service including, but not limited to, the answering of 911 emergency calls and the dispatch thereof.

2.4 In order to provide for more effective 911 emergency communications services, including efficient processing of emergency calls and the dispatch thereof, and to otherwise provide for emergency communications services as authorized and defined by law including, but not limited to, enhanced 911 systems under RCW 38.52.540 and Chapter 118-66 WAC, the Parties desire to: (i) formalize the existing working relationship between the City and NORCOM; (ii) consolidate the City's emergency services communications system with NORCOM's; and (iii) expand the City as a Principal of NORCOM.

2.5 The Governing Board of NORCOM by supermajority vote and the Lake Forest Park City Council each approved the execution of this Expansion of Services Agreement.

3. **TERMS OF PRINCIPAL ADMISSION**

3.1 Admission as Principal; Acceptance of ILA. As of **November 1, 2023**, the City is admitted as a Principal of NORCOM under the terms and conditions of the ILA. The City accepts and agrees to fully comply with the terms of the ILA.

3.2 Payment Schedule. The City agrees to be responsible to pay the First-Year Fee, the Second-Year Fee and the One-Time Costs in the amounts and according to the payment schedule, including without limitation the True-Up process, attached and incorporated herein by this reference as Exhibit A ("Payment Schedule"). Thereafter, all payments will be in accordance with the ILA.

3.3 Venue. The City and NORCOM expressly consent to the jurisdiction of the Superior Court for King County, Washington and the United States District Court for the District of Western Washington for any claim specifically authorized in this Agreement.

4. **GENERAL**

4.1 Entire Agreement; ILA Controls. This Agreement governs the admission of the City as a Principal of NORCOM and supersedes any prior understandings regarding the same. To the extent there is a conflict between (i) Section 3.2 and the Payment Schedule and (ii) the ILA, this Agreement controls. In all other respects, the ILA controls and governs the entire understanding between the Parties. No amendment of or supplement to this Agreement is valid or effective unless consistent with the ILA and made in writing and executed by the Parties.

4.2 Definitions. To the extent applicable, capitalized terms in this Agreement are intended to have the same meanings as the terms that are so defined in the "Definitions" section of the ILA. In any conflict of definitions, the ILA controls. When not provided for in the ILA, capitalized terms have the meanings assigned in this Agreement.

4.3 Governing Law. This Agreement is governed by and construed according to the laws of the State of Washington. As against the other Party, each Party may file suit to enforce this Agreement only in accordance with Section 3.3.

4.4 Successors and Assigns. All of the provisions, terms, conditions and requirements contained in this Agreement are binding upon the successors and assigns of the Parties.

4.5 No Third Party Rights. This Agreement is solely for the benefit of the Parties and does not grant any right to any other party or person.

4.6 Severability. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all

other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

4.7 Captions. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.

4.8 Counterparts. This Agreement may be executed and delivered in counterparts, each of which is considered an original and all of which together constitute one and the same agreement.

4.9 Effective Date. This Agreement takes effect on November 1, 2023, following the authorized execution by each of the Parties as shown by the below signatures.

CITY OF LAKE FOREST PARK

NORCOM

By: _____

By: _____

Its: _____

Its: _____

**EXHIBIT A PAYMENT
SCHEDULE**

1. Cost Allocation Formula. NORCOM's Governing Board (the "Board") has the exclusive authority to establish User Fee formulas under the ILA. The Board has currently established a User Fee formula based on a cost allocation model per service functions. The primary function billed for dispatch services consists of Calls for Service ("CFS"). Warrant entry and verification is a data service that is billed under the current cost allocation model. The estimated fees below include services for 911 call taking, dispatch, warrant entry/verification and related technology as per the technology support matrix provided to the City. There are also separate functions, such as usage numbers for the data channel and the number of authorized users for computer access. In the future, the Board may consider other functional areas for billing.

2. Rolling 8-Quarter Average of Call Volume, Initial Two-Year Estimate; Reconciliation. Billing to NORCOM agencies is currently based on a rolling 8 quarter average of call volume data, as determined when preparing and adopting the NORCOM budget. Because NORCOM's budget is prepared and adopted by August of each year, the 2024 budget will be adopted at a time when the City has not received Law Enforcement services from NORCOM. The Parties therefore recognize and acknowledge that the estimates of CFS, data and other function costs assigned to the City are in the first two years may be under or over the original good faith estimates and will not be stable or predictable until after the City has received these services for two full years of operations. Accordingly, NORCOM and the City agree to this Payment Schedule, which is intended to provide for billing based on estimates during the first two years.

3. 2023 Fees. The City shall pay NORCOM \$71,665 for providing PSAP services for the period November 1, 2023 through December 31st, 2023.

4. First Year Fee (2024). The First-Year Fee is based on an analysis of the applicable data provided by the City and reviewed by NORCOM, and best represents the Parties' best estimate of allocable fees for the entire first year of services.

Call data was provided by the City, for 2020- Q1 2023. NORCOM's 2024 fees are determined by Q2-4 of 2021, all 2022 and Q1 of 2023. With these estimations NORCOM calculated a fee using its functional allocation fee calculation for call receiving and police calls. NORCOM was unable to identify true volume for Police Data functions, however made estimations based on the call data provided.

The City shall pay an annual initial fee determined by NORCOM's fee allocation calculation, to be payable quarterly as provided in the ILA.

5. Second Year Fee (2025). NORCOM will use its functional allocation calculation. NORCOM will continue to make an estimate on Police Data volume, using trends identified in the development of 2024 fees, and actual 2024 data collected by NORCOM.

6. One-Time Costs. Any costs not expressly contained in this agreement will be responsibility of the City.