

July 2, 1993

Introduced by:

Proposed No.: **93-539**

ORDINANCE NO.

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AN ORDINANCE authorizing the Executive to enter into an interlocal agreement with the City of Seattle, the Eastside Public Safety Communications Agency, the Port of Seattle and the Valley Communications Center for the development, operation and maintenance of the regional emergency communications system authorized by Ordinance 10464.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Pursuant to Ordinance 10464, authorizing the levy of a general tax each year for three consecutive years to support the development of a regional radio communications system, the county executive is hereby authorized to enter into an interlocal cooperation agreement with the City of Seattle, the Eastside Public Safety Communications Agency, the Port of Seattle and the Valley Communications Center, in substantially the same form as attached hereto, for the purposes of disbursing levy proceeds for development of the regional emergency radio communications system, establishing a Regional Communications Board, and establishing rules and procedures for ongoing operation and maintenance of the regional emergency radio communications system.

INTRODUCED AND READ for the first time this 12th day of July, 1993.

PASSED this 19th day of July, 1993.

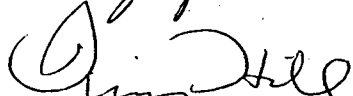
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Vice Chair

ATTEST:


Clerk of the Council

APPROVED this 30th day of July, 1993.


King County Executive

10956

EMERGENCY RADIO COMMUNICATION SYSTEM
INTERLOCAL COOPERATION AGREEMENT

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RADLEV8.AGR
July 7, 1993

EMERGENCY RADIO COMMUNICATION SYSTEM
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is entered into by King County, the undersigned municipal corporations and the undersigned public entities established pursuant to Chapter 39.34 RCW.

Pursuant to King County Ordinance No. 10464 and Chapter 39.34 RCW and in consideration of the mutual promises, benefits and covenants contained herein, the Parties agree as follows:

ARTICLE I

RECITALS

1.1 At a special election held on September 15, 1992, the voters of King County approved a Levy to be imposed by the County for a period of three consecutive years to finance the development, acquisition and installation of an emergency radio communication system.

1.2 The Levy Ordinance authorizes Levy Proceeds to be distributed to Subregions, also known as Subregional System Management Groups, which are either existing municipal corporations designated by the Levy Ordinance to receive such Levy Proceeds or public entities established by municipal corporations, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, which are designated by the Levy Ordinance to receive such Levy Proceeds and to implement, own and manage

portions of the Regional Emergency Radio Communication System Project. The Levy Ordinance is attached hereto as Exhibit I to this Agreement and is incorporated herein by reference.

1.3 The Levy Ordinance requires that distribution of Levy Proceeds be pursuant to Agreements approved by the County and executed between the County and the Subregions.

1.4 The Parties agree that it is in the public interest to execute a master Agreement that includes the County and all Subregions participating in the Project and establishes a Regional Communication Board as required by the Levy Ordinance and as further empowered by this Agreement. This Board shall operate as a joint board, pursuant to Chapter 39.34 RCW and as set forth herein.

ARTICLE II

DEFINITIONS.

2.1 Agreement means this Interlocal Cooperation Agreement entered into pursuant to Chapter 39.34 RCW.

2.2 At Large Member means a single representative to the Board who is nominated by public emergency service Primary Users within King County who do not have a voting representative on the governing body of any Subregion, and who will represent the interests of such emergency service users and other public agencies which may use the System.

2.3 Board means the Regional Communications Board, a joint board established pursuant to this Agreement and Chapter 39.34

RCW and as contemplated in the Levy Ordinance, with such powers as given by the Levy Ordinance, and any additional powers as given in this Agreement. As set forth in this Agreement and the Levy Ordinance, the Board shall consist of one representative nominated by each Subregion and initially appointed, together with one At Large Member, by the King County Council. Subsequent appointments shall be made directly by each respective Subregion which executes this Agreement and one At Large Member, as defined in this Agreement. Any Subregion: (a) which has transferred its responsibilities for the Project or operation of the System to another Subregion; or (b) whose participation in the System has been terminated pursuant to Article X of this Agreement, shall not be a member of the Board.

2.4 Central Allocation means those Levy Proceeds which are identified in Exhibit 1, page 3, of the Levy Ordinance, which total \$10,116,409, and which are not initially allocated to Subregions, and any Levy Proceeds which are reallocated pursuant to Section 6 of the Levy Ordinance, which funds are administered pursuant to the Levy Ordinance and as set forth in this Agreement.

2.5 Communications Center means a facility at which fire, police or emergency medical dispatch is performed. For the purpose of Microwave Path connections, the major Communications Centers are: Seattle's Police Dispatch Center, Seattle's Fire Dispatch Center, King County's Public Safety dispatch center, the Bellevue Dispatch Center, the Port of Seattle Central Control

Dispatch Center, Valley Communications Center and a yet to be determined southwest King County fire dispatch center.

2.6 County, means the County of King.

2.7 Eastside Cities, means the Eastside Public Safety Communications Agency, a public agency created pursuant to Chapter 39.34 RCW, initially consisting of the Cities of Bellevue, Redmond, Kirkland and Mercer Island.

2.8 Home Site or Home Sited means a predetermined Repeater Site, or a group of simulcast sites, which has been programmed into a Subscriber Unit's list of potential Repeater Sites in a way that requires the Subscriber Unit to use this site as long as it is providing a useable radio signal.

2.9 Legislative Authority, means the Council and Executive of King County.

2.10 Levy, means the Levy of regular property taxes in excess of the 106% limitation on levies, for the specific purposes and terms provided herein and as authorized by the qualified electors of King County pursuant to state law in accordance with the Levy ordinance.

2.11 Levy Ordinance, means King County Ordinance No. 10464, which submitted the King County Emergency Radio Communications Project Proposition to the electors of King County for their approval and set forth certain requirements for the distribution of Levy proceeds.

2.12 Levy Proceeds, means the principal amount of funds raised by the Levy and the interest earnings thereon.

2.13 Microwave Path means channel capacity on one or more microwave links established in the System to provide redundant access from Repeater Sites and the major Communications Centers to the Network Controller Equipment and as provided in this Agreement.

2.14 Network Controller or Network Controller Equipment means both the active zone controller and audio switch and, if such exists in the approved design, the redundant backup zone controller and audio switch, and related equipment.

2.15 Party means the Subregions which execute this Agreement.

2.16 Port of Seattle, means the Port of Seattle, a municipal corporation of the State of Washington.

2.17 Primary Users means public safety agencies as designated in Exhibit 2 of the Levy Ordinance and other public agencies which are authorized by the Board to use the System and that are conferred certain rights pertaining to the use of the System as contained in this Agreement.

2.18 Project, means all Levy Ordinance authorized costs and activities relating to the development, acquisition and installation of the System using Levy Proceeds. The term also includes non-800 MHz radio equipment, and the capacity to interface with the non-800 MHz radio systems of jurisdictions, which will not be included fully within the coverage of the System. The term also includes radio communications enhancements for Primary Users with responsibility for public safety and

disaster management and relief which are purchased with Levy Proceeds.

2.19 Repeater means a radio transmitter (base station) which is part of the System and which is capable of receiving transmissions from Subscriber Units and re-transmitting the signal over a wide area to other Subscriber Units, and Repeater Site means locations defined in the System design that will operate one or more Repeaters or a group of simulcast Repeaters that are part of the System.

2.20 Replacement Reserve Funds means a fund or funds maintained by the Subregions, which shall be adequate to provide for the depreciation and replacement of: (a) commonly owned Network Controller equipment and other commonly owned System equipment purchased with Levy Proceeds and successor System equipment, and (b) Subregionally owned System equipment purchased with Levy Proceeds and successor System equipment with the exception of Communications Center equipment. Replacement Reserve Funds may also mean a fund or funds maintained by the Subregion which are adequate to provide for the replacement of Communications Center equipment, mobile and portable radios and user agency control stations. In order to meet obligations for replacement of System equipment pursuant to the terms of this Agreement, the portion of the proceeds of Primary and Secondary User fees needed for equipment replacement shall be retained by the Subregion in a manner consistent with the accounting practices of the Subregion.

2.21 Roaming means the use by a Subscriber Unit of a Repeater Site other than the Subscriber Unit's Home Site.

2.22 Seattle, means The City of Seattle.

2.23 Secondary Users means users brought onto the System by a Subregion or group of Subregions pursuant to this Agreement that do not enjoy the same rights of System use conferred upon Primary Users by this Agreement.

2.24 Subscriber Unit means a Mobile (vehicular), Portable (handheld) or Control Station (desktop) radio which has been programmed to operate on the System.

2.25 Subregion or Subregional System Management Group, means the County, Seattle, the Port of Seattle, Eastside Cities and Valley Communications Center or their successors or replacements as designated pursuant to this Agreement.

2.26 System, means an 800 MHz "trunked" radio communication system with compatible mobile, portable and control station radios, a microwave transmission network, network controller(s) and other related equipment.

2.27 Talk Group means a software controlled identification system that allows a trunked radio system to provide Repeater access to groups of Subscriber Units. A Talk Group is essentially equal to a single channel in a conventional radio system.

2.28 Valley Communications means the Valley Communications Center, a public agency created pursuant to Chapter 39.34 RCW,

initially consisting of the cities of Auburn, Kent, Renton, and Tukwila.

ARTICLE III

TERM OF AGREEMENT.

3.1 This Agreement shall be effective when executed by at least two Parties; **Provided**, that the Board shall not act to approve system design and operation and maintenance standards until such time as all of the Subregions identified in the Levy Ordinance other than the Port of Seattle, or their replacements or successors, have executed this Agreement. The term of the Agreement shall be for the life of the System and any successor System.

3.2 As additional Parties execute this Agreement, said Parties shall become members of the Board as set forth herein and shall become eligible for the distribution of Levy Proceeds in accordance with the terms and conditions of this Agreement and the Levy Ordinance.

3.3 If a Subregion identified in the Levy Ordinance fails to execute this Agreement prior to November 1, 1993, the Board shall either replace said Subregion by designating a successor Subregion, combine the Subregion with one or more existing Subregions or exclude any Primary Users within the Subregion from the Project and System, if such Primary Users wish to be excluded, and redesign the System to maximize its utility for the remaining participating Subregions. Any such replacement Subregion shall have sufficient authority to perform the duties

outlined in this Agreement and to enter into this Agreement pursuant to RCW 39.34.020.

ARTICLE IV

VOLUNTARY TERMINATION.

4.1 This Agreement may be voluntarily terminated by mutual agreement of all of the Parties hereto.

4.2 Any Party may voluntarily terminate its participation in the System and this Agreement by providing one year's written notice to the other Parties to this Agreement; **Provided**, that the terminating Party: (a) surrenders for relicensing those 800 MHz frequencies which the Board, pursuant to this Agreement, determines are necessary to maintain the System at the same level of service that all Primary Users remaining in the System enjoyed prior to the termination; (b) with the consent of each Subregion that will receive equipment, relinquishes to a Subregion or a consortium of Subregions, all System equipment purchased or partially purchased with Levy Proceeds, and all successor System equipment, which the Board determines is necessary to maintain the System at the same level of service that all Primary Users remaining in the System enjoyed prior to the termination; (c) transfers any unexpended Levy Proceeds into the Central Allocation for reallocation; (d) transfers any Replacement Reserve Funds collected from users which remain in the System for replacement of Subregional equipment to the Subregion or consortium of Subregions that will receive equipment; (e)

transfers any Replacement Reserve Funds collected from Primary Users which remain in the System for replacement of the commonly owned Network Controller Equipment to the Board, and (f) agrees to such additional or alternative terms and conditions as may be unanimously established by all Parties, including the terminating Party.

ARTICLE V

DISTRIBUTION OF LEVY PROCEEDS.

5.1 The County shall distribute Levy Proceeds to the Subregions pursuant to the terms of this agreement and as allocated in Section 5 of the Levy Ordinance, or as reallocated pursuant to Section 6 of the Levy Ordinance, semiannually by June 1st and December 1st of each of the three years in which the Levy is imposed. These funds allocated to the Subregions may not be reallocated or transferred without the consent of the affected Subregion except as specifically provided in the Levy Ordinance and this Agreement.

5.2 To the extent of Levy Proceeds actually collected, the amount of each semiannual distribution will be equal to 1/2 of the Subregions' annual allocation. The actual amount distributed will be adjusted to reflect the Levy collection rate percentage for the applicable Levy collection period. If the County subsequently collects Levy Proceeds from delinquent taxpayers, each Subregion shall receive its proportionate share of such Levy Proceeds to be distributed in the next applicable semiannual

distribution during the three years in which the County imposes the Levy and as part of subsequent regular distributions of tax proceeds thereafter, until all such delinquent collections have been distributed.

ARTICLE VI.

LIMITS OF FINANCIAL OBLIGATIONS

6.1 The Parties' financial obligations to provide funds for implementation of the System or the Project are limited to the actual Levy Proceeds collected and distributed by the County pursuant to the Levy Ordinance.

6.2 The Parties assume no obligation to provide financial support in the future for the Project or the System except as specifically set forth in this Agreement and the Levy Ordinance.

ARTICLE VII

REGIONAL COMMUNICATIONS BOARD.

7.1 By executing this Agreement, the Parties hereby create a Regional Communications Board, which shall function as a joint board pursuant to Chapter 39.34 RCW, and which shall oversee, to the extent provided in this Agreement, Project implementation, and coordinate and ensure accountability of Subregions in their continuing operation of the System following full implementation of the Project. The Board shall consist of one representative of each Subregion participating in the Project and one At Large Member.

7.2 The Board shall be responsible for approval of the initial System design. Such design shall at a minimum include: performance standards, a master Project implementation schedule; the identification of Repeater Sites and their mobile and portable coverage areas; the identification of Primary Users and Subscriber Units to be Home Sited to each Repeater Site or group of simulcast Repeater Sites; the identification of the sizing, functioning and location of the Network Controller Equipment; the identification of Microwave Paths used to link Repeater Sites and Communications Centers to the Network Controller Equipment; the identification of the specific 800 MHz frequencies that will be licensed at each Repeater Site; and the identification of a Talkgroup plan and Roaming plan. Such design shall be consistent with the "Memorandum of Understanding Among the Subregions Regarding the Distribution of 800 MHz Frequencies for use in the King County Regional Communications System" and shall assure there will be no degradation to the level of service already enjoyed by users of 800 MHz systems within Seattle, Valley Communications, the Port of Seattle and Kirkland as of the date of execution of said memorandum of understanding. Such design shall also assure access to the System in the following priority order: priority 1: public safety agencies (police, fire and emergency medical services); ability to interact with control stations in public school districts and public hospitals; other public agencies served by 800 MHz systems as of the date of execution of the attached "Memorandum of Understanding Among

Subregions Regarding the Distribution of 800 MHz frequencies for use in the King County Regional Communications System" as identified therein; priority 2: other public agencies with emergency response duties; and priority 3: other public agencies.

7.3 The Board shall be responsible for approval of the following modifications to System design: (a) any Subregional modifications to System design that are judged by the owner Subregion or the Board to be inconsistent with the approved performance standards; (b) modifications to the approved performance standards; (c) modifications to commonly owned equipment; (d) transfer of frequencies between Subregions; and (e) addition of Primary Users to the System after initial System design. Modifications not enumerated in this Section 7.3 shall not require Board approval.

7.4 The Board shall be responsible for approval of System operation and maintenance standards which at a minimum shall include: identification of minimum technical standards for System equipment and Subscriber Units; identification of protocols for the modification of Talkgroup assignments and their usage; identification of minimum periodic maintenance standards for System equipment; and identification of problem reporting and resolution practices for System equipment.

7.5 The Board shall be responsible for approval of the terms and conditions of access of Secondary Users to the System if such approval is required as a condition of contract or

agreement between a Secondary User and a Subregion as provided in Section 9.14; **Provided**, that any Secondary User that is added to the System after approval of the initial System design which contributes its licensed 800 MHz frequencies to the System shall have the right to remove such frequencies from the System upon removal from the System.

7.6 The Board shall have the authority to manage the dispute resolution process and to investigate any allegation of breach of this Agreement.

7.7 The Board shall receive and review quarterly progress reports and modifications to Project implementation schedules from each Subregion for implementation of the Project and shall use such reports and schedules as one basis to determine, pursuant to Article X, whether Subregions are meeting their obligations as set forth in this Agreement and the Levy Ordinance.

7.8 The Board shall establish procedures for the operations and meetings of the Board. Each representative to the Board shall be entitled to one vote. A quorum for the conduct of business of the Board shall be at least one-half of the representatives; however, all Board actions and decisions shall require a majority vote of at least 60% of all of the representatives to the Board except for the following: (a) all decisions regarding design pursuant to Sections 7.2 and 7.3, all decisions regarding operations and maintenance standards pursuant to Section 7.4, and all decisions regarding continuation of the

distribution of Levy Proceeds pursuant to Section 16.2 shall require unanimity; b) all decisions regarding involuntary termination of a Subregion's participation pursuant to Article X shall require one vote less than unanimity; and (c) those decisions requiring unanimity as may be specified in this agreement. Each member of the Board shall be entitled to designate an alternative representative who shall serve as a member of the Board during his or her absence or inability to serve, however, there shall be no voting by proxy.

7.9 The Chair of the Regional Communications Board shall draft a proposed annual budget for the next calendar year and present it to the Board no later than May 31st of each year. Without the written consent of all of the Parties, the purpose of the budget shall be limited to operating and maintaining the Network Controller Equipment or other jointly owned components of the System. The budget may include funding for other purposes; **Provided**, that no Party will be obligated to contribute to such funding without its written consent. The Regional Communications Board shall review the proposed budget, revise the proposed budget as necessary, and approve the budget.

7.10 Pursuant to RCW 39.34.030.4b, a fund may be established into which funds that are to be administered directly by the Board may be deposited and from which all Board costs and obligations may be paid. Such funds may include Levy Proceeds which have been reallocated pursuant to the terms of this Agreement or may include other funds which have been transferred

by Subregions with their consent. If so established, the fund shall be designated as the Operating Fund of the Regional Communications Board.

7.11 The Board shall designate a consenting Subregion or consenting Subregions to act as the Board's agent to procure and install the commonly owned Network Controller Equipment. Such procurement and installation shall be: (a) consistent with the Board approved System design; (b) subject to Board supervision and oversight; and (c) subject to the record-keeping, audit and reporting requirements contained in Sections 9.7, 9.8 and 9.9 of this Agreement.

7.12 The Board shall delegate a consenting Subregion or consenting Subregions to act as the Board's agent to operate and maintain the commonly owned Network Control Equipment or to negotiate, execute and oversee an operation and maintenance agreement with a private or public entity to operate and maintain the commonly owned Network Controller Equipment in accordance with Board approved standards of operation and maintenance; **Provided**, that the terms and conditions of said agreement shall be subject to the approval of the Board; **Provided** further, that said agreement shall contain adequate provisions for emergency repair or replacement of commonly owned Network Controller Equipment. Ownership of said equipment shall be equal and undivided among the Subregions participating in the Project.

7.13 The Board shall: (a) establish a formula which shall be used to calculate the amount of funds which each Subregion

shall reserve to cover costs associated with replacement of commonly owned Network Controller Equipment and other commonly owned equipment; (b) approve repair and/or replacement of commonly owned Network Controller Equipment; (c) prorate the cost of repair and/or replacement among Subregions in accordance with the reserve percentages established in the reserve formula, and (d) require Subregions to share in actual cost of replacement and repair of commonly owned Network Controller Equipment without regard to the level of Replacement Reserve Funds collected and reserved by Subregions; **Provided** that, replacement of commonly owned equipment in advance of the approved replacement schedule, when the equipment is capable of meeting the adopted operations standards, shall be treated as a modification to System design.

ARTICLE VIII

ADMINISTRATION OF CENTRAL ALLOCATION.

8.1 There shall be a Central Allocation of Project funds, which will require adoption of a County ordinance for release.

8.2 In addition to the funds identified in Exhibit 1 of the Levy Ordinance, the Central Allocation shall contain any Levy Proceeds which have been reallocated pursuant to Section 6 of the Levy Ordinance and this Agreement. Funds may be released from the Central Allocation by County ordinance only in accordance with the following procedure and may be spent only for the purposes identified in the appropriation ordinance:

(a) a Subregion requesting release of Central Allocation funds shall present the Board with a plan and schedule for utilization of such funds, which plan shall be consistent with the Project, the Levy Ordinance and this Agreement;

(b) the Board shall evaluate the request and, if the Board determines that the funds should be released, forward the request and the Board's recommendation to the County for action;

(c) If the Board determines that the request should be denied, the Board shall return the request to the affected Subregion, together with the reasons in writing for denial of the request;

(d) The Board also may request that the County release funds from Central Allocation to a Subregion or group of Subregions for project purposes which involve more than one Subregion. In such a case, the Board's recommendation shall contain a plan and schedule for utilization of the funds, which shall be consistent with the Project, the Levy Ordinance, and this Agreement.

8.3 The Parties agree that the Central Allocation funds are provided to accomplish the objectives set forth in this Section 8.3 and further agree that such objectives shall be met or sufficient funds reserved to meet such objectives before any Central Allocation funds are used for other purposes:

a) Equipment vendor engineering and project management costs to extent not covered in Subregions' allocations of Levy Proceeds as set forth in the Levy Ordinance;

- b) System Network Control Equipment;
- c) Simulcasting equipment as identified in approved System design;
- d) Repeater equipment for coverage hole sites needed to meet minimum hole coverage standards in approved System design;
- e) Purchase of 800 MHz equipment formerly owned by the City of Kent and currently owned by Valley Communications that is determined to be incompatible with approved design;
- f) Control station or similar equipment to link public schools and public hospitals to other emergency services in emergencies; and
- g) Mobile repeater equipment.
- h) Funding for the conversion of Seattle and Valley Communications MDT and AVL frequencies in an amount up to \$555,100 to the City of Seattle and up to \$144,900 to Valley Communications to the extent that such frequencies are needed for the approved design; **Provided**, that said frequencies shall be added to the regional frequency pool for System use; **Provided** further, that both Seattle and Valley Communications shall be able to use funds from their Subregional allocations to further supplement the MDT and AVL conversion efforts.

ARTICLE IX

SUBREGION OBLIGATIONS.

9.1 - In consideration of the receipt of Levy Proceeds, and in consideration of the Subregions mutual promises to each other to implement, maintain and operate portions of the System on which all Primary Users and Subregions shall be dependent, each Subregion agrees to all terms and conditions set forth in the Levy Ordinance and this Agreement.

9.2 Each Subregion, and any Primary User which is distributed Levy Proceeds or equipment by a Subregion, shall use such Levy Proceeds or equipment exclusively for approved System purposes and other Project purposes. Each Subregion receiving Primary or Secondary User fees for use of the System shall use such fees exclusively for System purposes.

9.3 As a condition of eligibility to be a Subregion pursuant to this Agreement, and to receive Levy Proceeds, each party agrees that the allocation and reallocation of licenses for all 800 MHz frequencies used by the System shall be in accordance with the "Memorandum of Understanding Among the Subregions Regarding the Distribution of 800 MHz Frequencies for Use in the King County Regional Communications System", attached hereto and incorporated herein as Exhibit II and the June 2, 1993, memorandum regarding the "Disposition of Metro's 800 MHz Frequencies upon Consolidation with King County", attached hereto and incorporated herein as Exhibit III.

9.4 Each Subregion agrees to provide access to the System at rates which do not exceed a proportionate share of the costs of operations and maintenance of the System and which do not discriminate among Primary Users receiving comparable levels of service. Such rates may include the recovery of reasonable overhead costs and may include the costs of Replacement Reserve Funds as defined in this Agreement, however, such rates shall be exclusive of replacement costs for mobile and portable radios, control stations, and Communications Center equipment unless Primary and Secondary Users consent in writing to inclusion thereof. Consistent with Board approved design, access shall be provided to the following Primary Users in the following priority: Priority 1: public safety Primary Users within the Subregion that are listed in Exhibit 2 of the Levy Ordinance and that agree to participate; public safety Primary Users that are included within other Subregions, but which have some or all of their radios Homesited to the affected Subregion's Repeater Sites; public safety Primary Users located either within or without the Subregion that Roam into the affected Subregion and must use its Repeater Sites; ability to interact with control stations in local public school districts and public hospitals within King County; and other public agencies served by 800 MHz systems as of the date of execution of the attached "Memorandum of Understanding Among the Subregions Regarding the Distribution of 800 MHz Frequencies for use in the King County Regional Communications System" as identified therein; Priority 2: other

public agencies with emergency response duties; and Priority 3: other public agencies. Subregions further agree that such access shall be granted to Primary or Secondary Users through a written agreement which, at a minimum, requires Primary Users of the System to use, operate, and maintain equipment in a manner which is consistent with the approved design and approved operation and maintenance standards.

9.5 Each Subregion agrees to provide access to Microwave Paths under the control of that Subregion to meet the Board approved System design or design modification, and to provide reasonable access for non-System purposes to public agencies or other Subregions for public safety use and use by nonpublic safety agencies with emergency response duties. Rates for such access shall not exceed a proportionate share of the cost of operations and maintenance of the owner Subregion's portion of the microwave equipment, including the collection of replacement reserves, which rates shall not discriminate among public users.

9.6 Any Subregion may transfer and assign a portion of or all of its responsibilities under this Agreement and the Levy Ordinance to another existing Subregion, or a successor to the original Subregion, **Provided**, that such assignment and transfer of responsibilities shall occur only after the Board, the recipient Subregion and all affected Primary Users have agreed in writing to the assignment and transfer.

9.7 Each Subregion agrees to establish and maintain accounts and records as may be deemed necessary by the Board and

the County to ensure proper accounting for all Project expenditures and compliance with this Agreement; **Provided**, that the County's rights to establish record-keeping requirements will be limited to the pendency of unexpended Levy Proceeds. Such records shall be in accordance with Generally Accepted Accounting Principles, and may include personnel, property, financial and programmatic records.

9.8 All records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, review or audit by the Board and the County and each Subregion shall provide to the County and the Board, at all reasonable times, right-of-access to its facilities for said purposes; **Provided** that the authority of the County to inspect, review or audit records pursuant to this Section 9.8 shall be limited to the pendency of unexpended Levy Proceeds, and a period thereafter necessary for audit of Levy Proceeds; **Provided** further that the authority of the Board to inspect, review or audit records pursuant to this Section 9.8 shall be limited to inspection, review or audit directly related to evaluation of quarterly project implementation schedules and progress reports, and to allegations of breach as described under Article X.

9.9 Each Subregion shall provide the County and the Board with quarterly progress reports and modifications to project implementation schedules. Said schedules and reports shall be due twenty business days after the end of the quarter in which a Subregion signs this Agreement and twenty business days after the

end of each succeeding quarter until Project implementation is complete. The Subregion agrees to cooperate with the Board and the County in the evaluation of the Subregion's performance under this Agreement and to make available all information reasonably required by such evaluation process.

9.10 The Subregion shall distribute to the Primary Users identified in Exhibit 2 of the Levy Ordinance, that portion of the Levy Proceeds identified in the Levy Ordinance as paying for radios and Communication Center equipment. As an alternative to such distribution of levy Proceeds and with the approval of the affected Primary Users, the Subregion may purchase the radios and Communication Center equipment on behalf of the Primary Users and distribute the equipment.

9.11 The distribution of Levy Proceeds or equipment purchased with Levy Proceeds by a Subregion to any Primary User shall be pursuant to written agreement in which the Primary User agrees to comply with the terms and conditions of the Board-approved System design, schedule and plan, this Agreement and the Levy Ordinance. Said agreement shall adequately ensure the application of the terms, conditions and remedies provided by this Agreement and the law to said Primary User. Said agreement may also contain other reasonable terms and conditions necessary for the provision of service to the Primary User.

9.12 The Subregion shall collect annual replacement reserves which shall be adequate to provide for the depreciation and replacement of: (a) commonly owned Network Controller

Equipment and other commonly owned System equipment purchased with Levy Proceeds and successor equipment, and (b) Subregionally owned system equipment purchased with Levy Proceeds and successor equipment with the exception of Communications Center equipment. Collection of replacement reserves for commonly owned Network Controller Equipment shall be pursuant to a reserve recovery formula established by the Board. Subregions shall share in the actual cost of replacement and repair of commonly owned Network Controller Equipment, as determined by the Board, without regard to the level of Replacement Reserve Funds collected and reserved by Subregions; **Provided** that, replacement of commonly owned equipment in advance of the approved replacement schedule, when the equipment is capable of meeting the adopted operations standards, shall be treated as a modification to System design and shall require unanimous approval of the Board.

9.13 Each Subregion agrees to provide written notification to the members of the Board regarding Subregional modifications to System design that have been judged by the Subregion to be consistent with the approved performance standards. Such notification shall be submitted to the Board in a reasonable and timely manner, but in no case less than ten business days before Subregional modification has been implemented.

9.14 Each Subregion agrees that any agreement between any Subregion(s) and any Secondary User(s) which provides the Secondary User(s) with access to the System shall contain one of the following provisions:

(a) "Access to the 800 MHz radio system provided through this agreement and any amendment thereto, is conditioned upon the approval of the terms and conditions of access by the Regional Communications Board;" or

(b) "Access to the 800 MHz radio system provided through this agreement and any amendment thereto, is conditioned upon continued availability of radio system capacity in excess of that required to maintain an acceptable level of service for all public agencies authorized to use the System. Additional public agency users may be added to the System at any time. The parties to this agreement acknowledge that the agency being provided access to the 800 MHz radio system by this agreement is being added as a secondary user subject to service termination should a conflict arise concerning system capacity for public agency users of the system. Such termination may be with 180 days written notice, in the absence of any eminent threat to essential radio system services for public agency users; or, it may be without notice, if the Regional Communications Board determines that termination of service is required to preserve essential radio system services to public users or to preserve performance standards."

9.15 Each Subregion shall adopt a reasonable and timely dispute resolution process for its Primary Users which the Subregion may require to be exhausted prior to recourse to other administrative remedies, if any. Additionally, each Subregion shall require in agreements with Primary Users that Primary Users have access to and are bound by arbitration proceedings set forth in Article X of this Agreement; **Provided**, that such access to the dispute resolution process and arbitration proceedings set forth in Article X shall be limited to complaints alleging that a Subregion is acting or has acted in a manner that is inconsistent with: the Board approved System Design; the Board approved System implementation schedule; the Board approved System operation and maintenance standards; this Agreement; the Levy Ordinance; or the written agreement between a Primary User and a Subregion pertaining to System use; **Provided** further, that a complaint that has gone through binding arbitration as part of the Subregional dispute resolution process shall not have recourse to the arbitration process set forth in Article X.

ARTICLE X

DISPUTE RESOLUTION, BREACH AND REMEDIES.

10.1 If a complaint, dispute or controversy (hereinafter complaint) shall arise between the Parties to this Agreement, or between a Primary User and a Subregion as provided in Section 9.15 above, it is hereby agreed that the complaint shall be

referred to the Board for non-binding dispute resolution;
Provided, any Primary User must first exhaust the administrative remedy of its respective Subregion before the Board will hear its complaint.

10.2 The Board shall have the authority to establish appropriate procedures to govern the conduct of all complaints and the internal dispute resolution process pursuant to Section 7.6 of this Agreement and RCW 39.34.030(3)(f).

10.3 If a complaint is made against the Board, the complainant and the Board agree to submit to at least four hours of mediation in accordance with the mediation procedures of the Washington Arbitration and Mediation Service. Complaints against the Board that remain unresolved by mediation shall be subject to review by the Review Panel and the binding arbitration proceedings set forth in this Article X.

10.4 If after the conclusion of this internal dispute resolution process, the parties to the complaint fail to agree on a remedy or fail to conform to an agreed remedy, the Board shall propose a remedy for the alleged breach by a majority vote.

10.5 The complaint and any proposed remedies are subject to review by the Review Panel. Review of a Board remedy can be initiated by either the complainant or respondent by submitting an appeal to the Board within twenty calendar days after the Board proposed remedy is issued. The panel's review shall be conducted in the manner prescribed by the procedures referenced in Section 10.2 of this Agreement. The Review Panel shall be

comprised of the Chief Executive Officer of each of the Subregions, or equivalent, or a designee who shall be organizationally senior to the Subregion's representative to the Board, and an elected official from a jurisdiction within King County who represents the interests of the Primary Users who do not have a voting representative on the governing body of any Subregion. Such official shall be selected by the At Large Member.

10.6 If the Review Panel fails or declines to propose a remedy, or if a party to the complaint contests a remedy proposed by the Review Panel, the complainant and respondent agree that the dispute shall be referred to arbitration in accordance with the procedures set forth below and Washington's private arbitration statute, RCW 7.04.010 et seq.

10.7 The Parties agree that the complaint will be heard by a sole arbitrator selected from a list provided by either the American Arbitration Association or an arbitration association mutually agreed upon by the Parties. During arbitration, each party to the complaint may submit a single proposed remedy to the arbitrator.

10.8 The arbitrator shall review all material submitted during the internal dispute resolution process, through and including any panel review, the Levy Ordinance, and this Agreement. The arbitrator's decision shall be selected only from one of the remedies that is proposed pursuant to Section 10.7

above. Such decision shall be final and binding on all parties to the complaint.

10.9. If the Parties elect to use the Washington Arbitration and Mediation Services (hereinafter WAMS) as their arbitration association, the parties to the complaint reserve the right to appeal the Arbitrator's decision through WAMS's internal appeal process.

10.10 The arbitration proceedings may be terminated by execution of a written settlement agreement by the parties to the complaint.

10.11 Notwithstanding any other provision in this Article 10, except as provided in Section 10.12 below, the Parties agree that, at any point in the dispute resolution process, the Board may adopt and impose an interim emergency remedy to ensure maintenance of essential communications services until the matter is resolved.

10.12 Nothing in this agreement shall prohibit any party from seeking injunctive relief for the preservation of property.

10.13 In the event any of the dispute resolution procedures are ruled unlawful or made unlawful by statute, the other terms of this Agreement are declared separate and severable and shall remain in full force and effect.

ARTICLE XI

FREQUENCIES.

11.1 The Parties agree that all 800 MHz frequencies used in the System shall be licensed exclusively in the name of a Party or a Party's successor and assigned to sites and used in accordance with the Board-approved System design in accordance with the attached "Memorandum of Understanding Among the Subregions Regarding the Distribution of 800 MHz Frequencies for use in the King County Regional Communications System".

ARTICLE XII

HOLD HARMLESS AND INDEMNIFICATION

12.1 Each Party to this Agreement shall defend, indemnify and save the other Subregions, the Board and the At Large Member harmless for losses attributed to each Party's own comparative negligence.

12.2 All costs, judgments, or awards of damages arising from the sole or concurrent negligence of the Board shall be apportioned equally among the participant Subregions, to the extent of the Board's proportionate liability.

ARTICLE XIII

INSURANCE REQUIREMENTS.

13.1 Without limiting any Subregion's indemnification, each Subregion shall maintain in force, at all times during the term of this Agreement, a policy or policies of Commercial General

Liability insurance with limits of not less than \$1,000,000 with insurance carriers authorized to do business in the State of Washington, which have a Best's rating of no less than A: VIII. If the Subregion is a municipal corporation and is self-insured, or is a member of a self-insured pool, a certification of self-insurance covering the activities of the municipal corporation in the Project and the System shall be attached hereto, incorporated by reference, and shall constitute compliance with this subsection.

ARTICLE XIV

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION,
NONDISCRIMINATION IN EMPLOYMENT BY CONTRACTORS, SUBCONTRACTORS
AND VENDORS, AND FAIR EMPLOYMENT PRACTICES.

14.1 Except as otherwise provided for herein, the Parties hereto agree to comply fully with all applicable provisions of the County's Minority and Women's Business Enterprise (M/WBE) Participation ordinance, which ordinance is codified at King County Code ("KCC") Chapter 4.18 and incorporated herein by this reference when hiring, retaining or employing contractors through the expenditure of Levy Proceeds. For purposes of this section, the term "contractor" shall have the meaning set forth in KCC 4.18.010(N), but shall not include the Subregions or any governmental agencies using the System. The requirement to comply with KCC 4.18 has been waived as to Seattle and the Port of Seattle; **Provided**, however, that Seattle and the Port of

Seattle agree to comply fully with their respective M/WBE programs with respect to the award of any contracts involving the expenditure of any Levy Proceeds distributed to them hereunder. For Parties other than Seattle and the Port of Seattle, any contracts under Twenty Five Thousand Dollars (\$25,000) which involve the expenditure of any Levy Proceeds distributed to them hereunder shall be awarded by each such Party on a "percentage preference" basis as set forth in KCC 4.18.060 (A) (1), and any such contracts equal to or in excess of Twenty Five Thousand Dollars (\$25,000) shall be awarded by each such Party on a "set-aside" basis as set forth in KCC 4.18.060 (A) (2); **Provided**, however, that the requirements of this paragraph shall not apply to any contracts executed or negotiated prior to the effective date of this Agreement or to the Motorola and Harris Farinon contracts which will be executed by the Parties hereto in connection with the RFP previously issued by Seattle.

14.2 Except as otherwise provided for herein, the Parties hereto agree to require contractors to comply fully with all applicable provisions of the County's Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors, which ordinance is codified at KCC Chapter 12.16 and incorporated herein by this reference, when hiring, retaining or employing such contractors through the expenditure of Levy Proceeds. For purposes of this section, the term "contractor" shall have the meaning set forth in KCC 12.16.010(C) and shall not include the Subregions or any governmental agencies using the

System. The requirement to comply with KCC 12.16 shall not apply to Seattle and the Port of Seattle; **Provided**, however, that Seattle and the Port of Seattle agree to comply fully with their respective nondiscrimination programs with respect to the award of any contracts to contractors, subcontractors or vendors involving the expenditure of any Levy Proceeds distributed to them hereunder. The Parties hereto other than Seattle and the Port of Seattle specifically agree that any contracts they enter into (a) with contractors, subcontractors or unions as defined by KCC 12.16 and (b) which involve the expenditure of any Levy Proceeds distributed to them hereunder will include a binding promise from each such contractor, subcontractor or union to such Party and the County that it agrees to be fully bound by the requirements of KCC 12.16 and that it will not discriminate against any person in violation of that chapter; **Provided**, however, that the requirements of this paragraph shall not apply to any contracts executed or negotiated prior to the effective date of this Agreement or to the Motorola and Harris Farinon contracts which will be executed by the Parties hereto in connection with the RFP previously issued by Seattle.

14.3 Except as otherwise provided for herein, the Parties hereto agree to require employers with whom they contract to comply fully with all applicable provisions of the County's Fair Employment Practices ordinance, which ordinance is codified at KCC Chapter 12.18 and incorporated herein by this reference, when expending any Levy Proceeds. For purposes of this section, the

term "employer" shall have the meaning set forth in KCC 12.18.020(D) and shall not include the Subregions or any governmental agencies using the System. The requirement to comply fully with KCC 12.18 shall not apply to Seattle and the Port of Seattle; **Provided**, however, that Seattle and the Port of Seattle agree to comply fully with their respective fair employment practices programs with respect to the award of any contracts to employers involving the expenditure of any Levy Proceeds distributed to them hereunder. The Parties hereto other than Seattle and the Port of Seattle specifically agree that any contract they enter into (a) with employers as defined by KCC 12.18 and (b) which involve the expenditure of any Levy Proceeds distributed to them hereunder will include a binding promise from each such employer to such Party and the County that it agrees to be fully bound by the requirements of KCC 12.18 and that it will not discriminate against its employees in violation of that chapter; **Provided**, however, that the requirements of this paragraph shall not apply to any contracts executed or negotiated prior to the effective date of this Agreement or to the Motorola and Harris Farinon contracts which will be executed by the Parties hereto in connection with the RFP previously issued by Seattle.

ARTICLE XV

RIGHTS AND OBLIGATIONS RESERVED.

15.1 Except as provided in Article XVIII with regard to the "North 800 MHz Loop Agreement", this Agreement reserves to each party and shall not be construed in derogation of any rights, powers, privileges, authority, liabilities, obligations and duties set forth in or provided by any previous Agreement executed by a party relating in any way to the procurement, design, construction, development, expansion, implementation, ownership, administration, management, maintenance or operation of a radio communication system or any part or component thereof or property right therein.

ARTICLE XVI

IMPASSE RESOLUTION

16.1 The Board shall be declared at impasse in the event that the Board is not able to approve a System design by unanimous agreement by January 1, 1994.

16.2 If approval of System design has not been reached through either unanimous agreement or the impasse resolution process by May 31, 1994, then the distribution of Levy Proceeds from the County to the Subregions shall be held in abeyance until the System design is approved; Provided that, upon written request, the Board may authorize, by unanimous vote, the distribution of Levy Proceeds to a Subregion whose implementation of the System is judged by the Board to be consistent with all of

the design options submitted to the review panel. The record of such a unanimous vote in the official minutes of the Board shall be sufficient for release of Levy Proceeds from the County to the Subregion that has been authorized to receive funds.

16.3 The Board shall be declared at impasse in the event that the Board is not able to reach unanimous agreement on System operation and maintenance standards by September 30, 1994.

16.4 The Board shall be declared at impasse in the event that the Board is unable to reach unanimous agreement on a proposed design modification within three calendar months of the submittal of such modification.

16.5 The Board shall be declared at impasse if the Board is unable to reach unanimous agreement on administrative rules and procedures, including procedures to govern the conduct of all complaints pursuant to Section 10.2 of this Agreement, by November 1, 1993.

16.6 In the event that the Board is at impasse, resolution shall be treated in the same manner as a complaint and the process outlined in Sections 10.5 through 10.13 shall apply.

ARTICLE XVII

AMENDMENTS.

17.1 Any Party may request changes to this Agreement. This Agreement may be amended only by written agreement of all of the Parties.

ARTICLE XVIII

TERMINATION OF PREVIOUS AGREEMENT.

18.1 On September 15, 1992, prior to approval by the voters of King County of the Emergency Radio Levy proposition, the County, the City of Seattle and Eastside Cities executed an Interlocal Agreement For Cooperative Procurement Of North King County 800 MHz Loop (the "North 800 MHz Loop Agreement"), which agreement has been terminated in consideration of the role of the North King County Loop within the Levy funded System, and the relationship of the various microwave loops to each other in meeting the needs of the System as identified in this Agreement.

18.2 Prior to termination, the North 800 MHz Loop Agreement provided for the payment by King County of \$217,000 as part of a cooperative purchasing arrangement with the above mentioned Subregions. In consideration of the allocation of Levy Proceeds for the North Loop, the County, The City of Seattle and Eastside Cities agree that from the first distribution of Levy Proceeds to Seattle, pursuant to this Agreement, the County shall deduct the amounts advanced by the County to said Subregion for the north microwave loop, which amounts will be reimbursed to the County fund and account which advanced said amounts. The City of Seattle shall invoice, and the Eastside Cities shall pay, for the portion of the equipment that is attributable to the \$217,000 at the sites that are owned and managed by the Eastside.

ARTICLE XIX

GENERAL TERMS

19.1 The Parties hereto agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

19.2 All Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

19.3 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

19.4 Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties to this Agreement.

19.5 Nothing herein shall limit, waive or extinguish any right or remedy provided by this Agreement or law that any Party may have in the event that the obligations, terms and conditions set forth in this Agreement and the Levy Ordinance are breached by any other Party.

19.6 Unless otherwise specified in this Agreement, where a period of days is specified within which any notice is required

to be provided or any action is required to be taken, the term shall refer to calendar days.

19.7 Any notice to the Board shall be in writing and shall be addressed to the Chair of the Board.

19.8 If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

KING COUNTY

SUBREGION 1

Date: _____

CITY OF SEATTLE

SUBREGION 2

Date: _____

PORT OF SEATTLE

SUBREGION 3

Date: _____

EASTSIDE CITIES

SUBREGION 4

Date: _____

VALLEY COMMUNICATIONS CENTER

SUBREGION 5

Date: _____

Approved as to form:

By: _____
Attorney for King County

By: _____
Attorney for City of Seattle

By: _____
Attorney for Port of Seattle

By: _____
Attorney for Eastside
Cities

By: _____
Attorney for Valley
Communications Center

ORDINANCE NO. 10464

AN ORDINANCE providing for the submission to the qualified electors of King County at a special election to be held in conjunction with the general election on September 15, 1992 of a proposition authorizing the levy of a general tax each year for three consecutive years with collection beginning in 1993 at an additional levy rate of not more than \$.16 per \$1,000 of assessed valuation, to provide a total of not more than \$57,016,764, pursuant to RCW 84.55.050, as amended, to support the development of a regional emergency radio communication system.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings and declaration of purpose. The council finds that:

A. Currently, many emergency radio communication systems within King County lack the capacity to manage normal daily operations and many others are unable to accommodate any growth in their existing operations. None of the existing systems could manage the additional radio traffic which would occur in the event of a large or widespread disaster. Communication links between jurisdictions are very limited, making coordination of a response to a major emergency difficult or impossible. Existing communication systems are also physically vulnerable to earthquakes or other natural catastrophes. Major dispatch centers currently have no backup facilities and if one of these dispatch centers is destroyed during a major disaster, emergency-911 response in the affected area would be drastically curtailed.

B. The emergency radio communication system (the "System") required by the county to meet its needs and the needs of the jurisdictions within King County and which is authorized to be acquired and installed by this ordinance represents recent technological advances which will allow an integrated emergency communications system to be implemented on a county-wide basis. This new radio communication technology will increase communication capacity within each jurisdiction and also allow different governmental agencies throughout King County to

1 communicate directly with each other. This technology should
2 dramatically improve the ability of government agencies throughout
3 King County to respond in a coordinated manner to a major disaster
4 and would enhance the safety of front-line emergency response
5 personnel. The new technology will also provide a highly reliable
6 communications network, better able to withstand damage resulting
7 from an earthquake, as well as backup dispatch communication
8 capacity to be shared by all emergency response agencies within
9 King County.

10 C. The City of Seattle and several other governmental
11 entities, have commenced acquisition of such systems. These
12 systems include a microwave transmission network, an 800 MHz
13 trunked two-way radio system, and related equipment, materials and
14 services. The City of Seattle prepared its procurement and
15 contracting documents in such a manner as to allow participation
16 in the acquisition and installation of such systems by all other
17 governments in King County that need such systems and that execute
18 agreements with the City of Seattle that enable procurement from
19 the City of Seattle's vendors on the same terms and conditions.

20 D. In addition to serving the needs of public safety and
21 public disaster management and relief, access to the System may
22 also be made available, as capacity allows, to other public
23 entities and to private entities, provided that such private
24 entities perform emergency response duties.

25 E. The System, which has been proposed for acquisition and
26 installation, satisfies the above-described criteria and meets the
27 needs of the county and the jurisdictions within King County. The
28 proposed System contemplates an 800 megahertz "trunked" radio
29 communications system, with compatible mobile and portable radios,
30 microwave transmission network, base stations, control stations,
31 two network controllers, one of which will actively control the
32 entire system and the other of which will act as a fully redundant
33 backup, and other related equipment. The System also will have
the capacity to interface with non-800 MHz radio systems of those

1 jurisdictions which are not fully covered by the 800 MHz System.

2 The components of the proposed System and cost estimates for
3 such components are described in more detail in Exhibit 1 to this
4 ordinance. Refinements to the proposed System and to its cost
5 estimates may be necessary; however, the council is satisfied that
6 the information available to it at this time is sufficient to
7 submit a ballot proposition to the qualified electors of King
8 County for their approval and that for the health, welfare,
9 benefit, and safety of the residents and front-line public safety
10 personnel within King County, enactment of this ordinance is
11 necessary.

12 SECTION 2. Definitions. As used in this ordinance, the
13 words hereinafter defined have the meaning set forth in this
14 section.

15 A. Agreement means an interlocal Cooperation Agreement,
16 entered into pursuant to RCW 39.34.

17 B. Board means the Regional Communications Board established
18 pursuant to Section 7 of this ordinance.

19 C. Central Allocation means a central fund including
20 contingency, which is identified in Exhibit 1 and is to be
21 administered by the County in accordance with this ordinance.

22 D. County means the County of King.

23 E. Eastside Cities means the Eastside Public Safety
24 Communications Agency, a public agency created pursuant to RCW
25 39.34, initially consisting of the cities of Bellevue, Redmond,
26 Kirkland and Mercer Island.

27 F. Legislative Authority means the council and executive of
28 King County.

29 G. Levy means the levy of regular property taxes in excess
30 of the 106% limitation on levies, for the specific purposes and
31 terms as provided herein and authorized by the qualified electors
32 of King County pursuant to state law.

33 H. Levy Proceeds means the principal amount of funds raised

1 by the levy, any interest earnings thereon and the proceeds of any
2 interim financing authorized following voter approval of the levy.

3 I. Port of Seattle means the Port of Seattle, a municipal
4 corporation of the state of Washington.

5 J. Project means all authorized costs and activities
6 relating to the development, acquisition and installation of an
7 emergency radio communication System using Levy Proceeds as
8 described in this ordinance and as subsequently modified as set
9 forth in this ordinance. Pursuant to the terms of this ordinance,
10 the term also includes non-800 MHZ radio equipment and the
11 capacity to interface with the non-800 MHZ radio systems of
12 jurisdictions which will not be included fully within the coverage
13 of the 800 MHZ System. Pursuant to the terms of this ordinance,
14 the term also includes radio communications enhancements for
15 public agencies with responsibility for public safety and disaster
16 management and relief.

17 K. Subregion[s] or Subregional System Management Group[s]
18 means the County, Seattle, the Port of Seattle, Eastside Cities
19 and Valley Communication Center or their successors or
20 replacements if any of the identified Subregions fails to execute
1 an Agreement with the County in accordance with this ordinance or
2 perform in accordance with the terms and obligations of such
3 Agreements, thereby terminating such Agreements.

L. Seattle means the City of Seattle.

M. System means an 800 megahertz "trunked" radio
communications system with compatible mobile and portable radios,
base stations, a microwave transmission network, network
controllers and other related equipment.

N. Valley Communications means the Valley Communications
Center, a public agency created pursuant to RCW 39.34, initially
consisting of the cities of Kent, Tukwila, Auburn and Renton.

SECTION 3. Authorization of Levy. For the purpose of
providing funds necessary to acquire and install the System as

1 described herein, the County shall submit to the qualified
2 electors of King County a proposition as authorized by RCW
3 84.55.050, as amended, to exceed the One Hundred Six percent
4 (106%) levy limitation on regular property taxes contained in RCW
5 84.55.010 for property taxes levied in 1992 and collected in 1993
6 and for two consecutive years thereafter, through an increase in
7 the levy rate of not more than \$.16 per one thousand dollars
8 (\$1,000) of assessed value. Pursuant to RCW 84.55.050, as
9 amended, this levy shall be a regular property tax levy, which is
10 subject to the statutory tax rate limit of 84.52.043, as amended,
11 and to the limitations imposed pursuant to RCW 84.55.050, as
12 amended.

13 SECTION 4. Eligible Expenditures. If approved by the
14 qualified electors of King County, all proceeds of the Levy
15 authorized herein shall be used to pay the costs of the Project.
16 The primary purpose of the Project is to design, acquire and
17 install a fully integrated emergency radio communications network,
18 together with the radio and control station units necessary to
19 provide emergency radio communications access among and to police,
20 fire, emergency medical services, public school districts and
21 public hospitals within King County.

22 The secondary purpose of the Project is to provide, to the
23 extent possible within the constraints of available funding and
24 limited available frequencies, sufficient capacity within the
25 System to serve other public agencies.

26 The third purpose of the Project is to provide for general
27 radio communications enhancements for public agencies with
28 responsibilities for public safety and for disaster management and
29 relief, if funds are available after the primary and secondary
30 purposes of the Project have been either: (a) fulfilled; or (b)
31 fulfilled to the extent technically feasible within the
32 constraints of the available 800 MHz frequencies.

33 Eligible expenditures of Levy Proceeds shall include: all

800 MHz related

1 costs associated with the purchase and installation of radios,
 2 other equipment and material, which are part of the Project;
 3 Project planning, engineering, design and management; Project
 4 systems integration and implementation. Eligible expenditures
 5 shall also include payment of any debt issuance and debt service
 6 to retire any debt incurred for the Project, as well as the
 7 funding, refunding, financing or refinancing of debt or the
 8 refunding of expenditures already incurred by government agencies
 9 within King County to acquire components of the System prior to
 10 the availability of Levy Proceeds.

11 SECTION 5. Allocation of Levy Proceeds. Not more than five
 12 subregional system management groups may be established to receive
 13 Levy Proceeds, implement, own and manage portions of the Project
 14 as provided in Agreements to be approved by the County and
 15 executed between the County and each Subregion, other than the
 16 County itself. If the Levy is approved and pursuant to such
 17 Agreements, the allocation of Levy Proceeds to the Project shall
 18 be in the following amounts, to be distributed to the Subregions
 19 and Central Allocation as identified below:

20 For 1993:

21	King County	\$ 4,291,420	
22	Eastside Cities	2,907,187	
23	Seattle	5,356,478	
24	Valley Communications	2,660,954	
25	Port of Seattle	417,412	
26	Central Allocation	<u>3,372,136</u>	
27	Subtotal		\$19,005,587

28 For 1994:

29	King County	\$ 4,291,420	
30	Eastside Cities	2,907,187	
31	Seattle	5,356,478	
32	Valley Communications	2,660,954	
33	Port of Seattle	417,412	

1	Central Allocation	<u>3,372,136</u>	
2	Subtotal		\$19,005,587
3	For 1995:		
4	King County	\$ 4,291,419	
5	Eastside Cities	2,907,188	
6	Seattle	5,356,478	
7	Valley Communications	2,660,955	
8	Port of Seattle	417,413	
9	Central Allocation	<u>3,372,137</u>	
10	Subtotal		<u>\$19,005,590</u>
11	GRAND TOTAL 1993-1995		<u>\$57,016,764</u>

12 SECTION 6. Use of the Central Allocation and Project

13 Revisions. It is the intention of the County that the Central
14 Allocation be used to pay the costs identified in Exhibit 1 and
15 such other Project costs as are determined by the process set
16 forth herein. The Central Allocation may be allocated or
17 reallocated by County ordinance, but only after the County has
18 asked for a recommendation from the Board, established as
19 described in Section 7. Levy Proceeds allocated to the Subregions
20 may be reallocated by County ordinance, but only after the County
21 has asked for a recommendation from the Board and only after a
22 Subregion has failed to meet its responsibilities for
23 implementation of the Project as specified in this ordinance or in
24 an Agreement between the County and that Subregion. In no case
25 shall the primary purpose of the Project, as described in Section
26 1, be altered by such reallocation.

27 If actual Project costs are lower than currently estimated,
28 and after the primary and secondary purposes of the Project have
29 been fulfilled, the Subregions may reallocate such excess Levy
30 Proceeds to provide public radio communication enhancements, which
31 are compatible with the purposes of the Project.

32 SECTION 7. Establishment of Regional Communications Board.

33 Upon approval by the electors of King County of the ballot

10464 1 1

1 proposition set in this ordinance, A Regional Communications Board
2 shall be appointed by the County Legislative Authority to advise
3 the County regarding the distribution of Levy proceeds, Project
4 revisions and other matters that affect more than one Subregion.
5 Representation on this board shall consist of the following: one
6 member from the County Subregion, one member from each other
7 Subregion that executes an Agreement with the County and one
8 member nominated by public emergency service agencies within King
9 County, which do not have a voting representative on the governing
10 body of any Subregion, to represent the interests of such agencies
11 and other public agencies which may use the System. Subregions
12 shall nominate their own representatives.

13 SECTION 8. Distribution of Levy Proceeds.

14 A. Distribution of Levy Proceeds to Subregions shall be in
15 accordance with the subregional fund allocation identified in
16 Section 5 of this ordinance and, except as to the County
17 Subregion, which is addressed below, pursuant to Agreements
18 executed between the County and the Subregions, which Agreements
19 shall require said Subregions, at a minimum, to:

20 1. complete implementation, maintain and operate the
21 portions of the System applicable to each Subregion in accordance
22 with the design and minimum operation and maintenance standards
23 approved by the Board, and the subregional fund allocation
24 identified in Exhibit 1. At a minimum, such standards shall
25 require that the System shall be implemented, operated and
26 maintained in such a manner so that no police, fire or emergency
27 medical agency using the system shall suffer a degradation of
28 radio services or coverage as compared to the radio services and
29 coverage which existed prior to the implementation of the System.

30 2. make available to each city and fire district listed as
31 part of their respective Subregions in Exhibit 2, Levy Proceeds
32 for the purchase of 800 MHZ radios which are compatible with the
33 System, in the amount of \$3700 per radio multiplied times the

1 number of radios listed in Exhibit 2, plus an additional three (3)
2 percent of that amount for the purchase of spare radio units.

3 3. provide access to the System for police, fire and
4 emergency medical agencies listed as part of their respective
5 Subregions in Exhibit 2 and for other public users if sufficient
6 System capacity permits, at rates that do not exceed the costs of
7 maintaining, operating and collecting replacement reserves for
8 that portion of the System which is utilized by such other public
9 users. Such rates shall not discriminate between public users
10 which have voting representatives on the governing body of the
11 Subregion charging rates and all other public users.

12 4. make microwave capacity obtained as part of the Project
13 available to other Subregions sufficient to integrate the System.
14 Such access shall be made available at rates that do not exceed a
15 proportionate share of the costs of operating, maintaining and
16 collecting replacement reserves for such microwave systems;

17 5. maintain accounts and records, as may be deemed necessary
18 by the County to ensure proper accounting for all Levy Proceeds
19 and Project funds;

20 6. provide right of access to the County at all reasonable
21 times to its facilities and records for inspection, review or
22 audit;

23 7. provide the County and the Board implementation schedules
24 and progress reports;

25 8. place sufficient licensed and reserved but not licensed
26 800 MHz frequencies held by the Subregion or a member jurisdiction
27 into a pool for reallocation to public agencies as part of the
28 Project to fully implement the primary purpose of the Project and,
29 to the extent that there exist sufficient frequencies for
30 allocation, the secondary purpose of the Project as described
31 above in Section 4; and

32 9. provide for the joint ownership by all Subregions of
33 System network controllers.

1 B. Implementation, operation and maintenance of the Project
2 and the System within the County Subregion shall be consistent
3 with the provisions described above in subsections 8A, 1, 2, 3, 4,
4 7, 8 and 9.

5 1. Levy Proceeds shall be made available by the County to
6 each city and fire district listed as part of its Subregion in
7 Exhibit 2, with the exception of Fire Districts 10, 27, 38, 45, 49
8 and 50, for the purchase of 800 MHZ radios, which are compatible
9 with the System, in the amount of \$3700 per radio, plus an
10 additional three (3) percent of that amount for the purchase of
11 spare radio units.

12 2. Because the geography of their territories renders
13 service by the System more difficult, Levy Proceeds shall be made
14 available by the County to Fire Districts 10, 27, 38, 45, 49 and
15 50, for the purchase of 800 MHZ or non-800 MHZ radios in the
16 amount of \$3700 per radio multiplied times the number of radios
17 listed in Exhibit 2, plus an additional three (3) percent of that
18 amount for the purchase of spare radio units, if in their sole
19 discretion, said Fire Districts elect not to use an 800 MHZ System
20 within their jurisdictions if; (a) following implementation of the
21 800 MHZ System, said Fire Districts field test 800 MHZ radios to
22 evaluate their adequacy; and (b) said Fire Districts set aside a
23 sufficient portion of the Levy Proceeds they receive from the
24 County and use it to pay for integrating any non-800 MHZ system
25 with the regional 800 MHZ System.

26 SECTION 9. Limitation on Imposition of Levy and Future
27 Support. It is essential to the implementation of the Project
28 that sufficient 800 MHZ frequencies be made available to support a
29 regional System. The council recognizes that the availability of
30 such frequencies may not be finally determined prior to the
31 authorization of the levy by the electors of King County.
32 Imposition of the levy or any portion thereof and any County
33 obligation to provide any financial support to the Project shall

1 be dependent upon a determination by the county Legislative
 2 Authority that sufficient 800 MHZ frequencies have been made
 3 available to the Project to accomplish the Project's purposes.
 4 The County shall not be obligated to provide funding for the
 5 Project or Project enhancements beyond the proceeds of the Levy
 6 authorized in this ordinance and imposed by the County Legislative
 7 Authority.

8 SECTION 10. Levy; Ballot Title. The county council finds
 9 that an urgent need exists for the Emergency Radio Communications
 10 Project. There is hereby submitted to the qualified electors of
 11 King County a proposition authorizing regular property tax levies
 12 in excess of the one hundred six percent (106%) levy limitations
 13 for the purposes set forth herein at an election to be held on
 14 September 15, 1992

15 The King County manager of records and elections, as ex-
 16 officio supervisor of elections, is hereby requested to assume
 17 jurisdiction of and to call and conduct a special election and to
 18 submit to the qualified electors of King County the proposition
 19 set forth below.

20 The clerk of the council is hereby authorized and directed,
 21 not less than forty-five (45) days prior to September 15, 1992, to
 22 certify a proposition to the King County manager of Records and
 23 Elections in substantially the following form:

24 KING COUNTY

25 EMERGENCY RADIO COMMUNICATIONS PROJECT

26 PROPOSITION NO. _____

27 For the purpose of financing a regional emergency radio
 28 communications system to allow police, fire, emergency medical
 29 services and other public agencies throughout King County to
 30 communicate directly with each other in emergencies and natural
 31 disasters, shall King County be authorized to increase its annual
 32 regular property tax levy by not more than \$.16 per \$1,000 of
 33 assessed valuation for a period of three consecutive years, with

1 collection beginning in 1993, to provide a total of not more than
2 \$57,016,764, all as provided in King County Ordinance No. 10464

3 (This shall not be construed to constitute an excess levy and
4 shall be subject to other applicable statutory limits.)

5 LEVY, YES []

6 LEVY, NO []

7 SECTION 11. Certification of such proposition by the clerk of
8 the council to the King County manager of records and elections,
9 in accordance with law, prior to the date of such election on
10 September 15, 1992 and any other at consistent with the authority
11 of and prior to the effective date of this ordinance, are hereby
12 ratified and confirmed.

13 SECTION 12. Deposit of Proceeds. All funds collected
14 pursuant to the Levy authorized herein shall be deposited into the
15 King County emergency communications fund, which shall be a first
16 tier fund and shall be invested for its own benefit as set forth
17 in KCC 4.10. Such fund is hereby established, subject to approval
18 by the electors of the ballot proposition contained herein. The
19 King county office of financial management shall be the fund
20 manager and exercise the powers specified in KCC 4.10.020 and
21 4.10.110.

SECTION 13. Should any section, subsection, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, that determination shall not affect the validity of the remaining parts of this ordinance.

INTRODUCED AND READ for the first time this 6th day of July, 1992.

PASSED this 13th day of July, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gregory J. Siegel
Chair

ATTEST:

Gerald W. Baker
Clerk of the Council

APPROVED this 20 day of July, 1992.

Russ Ford
for King County Executive

I. TRANSMISSION BACKBONE

EXHIBIT 1

10464

A. North KC Loop 28 T1 @ \$175K per site including loop protection	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
		BDC	CH		
		HH	CT		
		NH	AC		
		NS	EOC		
		WT			
System engineering and integration, system clock etc.			\$200,000		
		\$875,000	\$900,000		

B. South KC loop 28 T1 @ \$175k per site including loop protection	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
	DUVAL			FS73	AP
	MI			WR	
	RS			VC	
	IH			SM	
	KCPS				
	KIT				
	FWD				
		\$1,225,000			\$700,000

C. Fiber links @ \$50k each	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
			CT-PSB		
			SC-EOC		
			\$100,000		

D. Site improvement	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
	\$490,000	\$556,000	\$220,000	\$110,000	

E. Network management	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
	\$150,000		\$150,000		

SUBTOTALS	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
	\$1,865,000	\$1,431,000	\$1,270,000	\$810,000	\$175,000

II. PUBLIC SAFETY RADIOS

A. Digital portable and mobile with accessories. Portables with chargers, carrying cases, speaker mics; Mobiles with siren/PA @ \$3,700 each.	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
		1848	1073	2543	1030
	\$6,837,600	\$3,970,100	\$9,409,100	\$3,811,000	\$610,500
B. 3% spare radios	55	32	76	31	5
	\$205,128	\$119,103	\$282,273	\$114,330	\$18,315
SUBTOTAL	\$7,042,728	\$4,089,203	\$9,691,373	\$3,925,330	\$628,815

III. 800MHz INFRASTRUCTURE

A. Digital base stations @ \$17,500 each.	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
	46	53	109	72	7
	\$805,000	\$927,500	\$1,907,500	\$1,260,000	\$122,500

B. Antenna & combiner sites with:	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
1. 3-5 channels @ \$26k each	2	3	3	0	
	\$52,000	\$78,000	\$78,000	\$0	\$0
2. 5-10 channels @ \$38k each	2				1
	\$76,000	\$0	\$0	\$0	\$38,000
3. 14-15 channels @ \$38k each	\$0	\$0	\$0	\$0	\$0
4. 16-20 channels @ \$64k each	\$0	2		3	
	\$0	\$128,000	\$0	\$192,000	\$0
5. 46 channels @ \$178k each	\$0	\$0	2		
	\$0	\$0	\$356,000	\$0	\$0
SUBTOTALS	\$933,000	\$1,133,500	\$2,341,500	\$1,452,000	\$160,500

IV. COMM CENTER EQUIPMENT

	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
A. Public Safety console upgrade with direct interface @ \$30k each	24	12	13	7	4
	\$720,000	\$360,000	\$390,000	\$210,000	\$120,000
B. P.S. RF control stations @ \$7k each	64	27	40	34	
	\$448,000	\$189,000	\$280,000	\$238,000	\$0
C. Network access terminals @ \$4k each	2	4	4	2	2
	\$8,000	\$16,000	\$16,000	\$8,000	\$8,000
D. Recording @ \$1,300 each talk group	60	50	60	50	10
	\$78,000	\$65,000	\$78,000	\$65,000	\$13,000
SUBTOTAL	\$1,254,000	\$630,000	\$764,000	\$521,000	\$141,000

V. 800 MHz SITE IMPLEMENTATION

10464

	KING COUNTY	EASTSIDE CITIES	SEATTLE	VALLEY COM	PORT
A. System optimization	4	5	4	3	1
@ \$15k per site	\$60,000	\$75,000	\$60,000	\$45,000	\$15,000
B. Arch. soil, & structural engineering	\$150,000	\$100,000	\$150,000	\$30,000	
C. Consultant	\$110,000	\$75,000	\$124,000	\$60,000	
implementation support	\$150,000	\$150,000	\$150,000	\$150,000	\$50,000
SUBTOTAL	\$470,000	\$400,000	\$484,000	\$285,000	\$65,000

TOTAL (I-VI)	\$11,564,728	\$7,683,703	*****	\$6,993,330	\$1,170,315
7% System engineering & contingency	\$809,531	\$537,859	\$1,018,561	\$489,533	\$81,922
Backup comm center	\$500,000	\$500,000	\$500,000	\$500,000	
TOTAL	\$12,874,259	\$8,721,562	*****	\$7,982,863	\$1,252,237

TOTAL LEVY CALCULATION

KC	\$12,874,259
ESC	\$8,721,562
SEA	\$16,069,434
VC	\$7,982,863
PORT	\$1,252,237
SUB TOTAL	\$46,900,355
Alternative design needs *	\$2,636,900
2.5% contingency & project mgmt. **	\$2,372,509
Mobile S&R repeater	\$40,000
Control stations for schools/hospitals	\$217,000
Kent replacement	\$850,000
2 network controllers	\$4,000,000
TOTAL	\$57,016,764

* The alternative design needs includes the following

- Simulcast of four sites.
- Simulcast of three sites
- Simulcast of two sites

\$1,550,200
\$739,300
\$347,400

TOTAL \$2,636,900

There is certainty that Valley Comm. will simulcast three or four sites.
There is high likelihood that King County will simulcast certain sites.

- ** - This contingency contains up to \$500,000 for vendor project management, \$700,000 for conversion of MDT & AVL units to 450 Mhz or 900 Mhz to free up currently committed 800 Mhz frequency pairs.
- In addition the contingency will be used to install filler sites such as Grass Mt., Skyline Bldg., Federal Way, or other fill sites and five 800 Mhz interoperable frequency pairs (NPSPEC).

SITES AND QUANTITY OF TRANSMITTERS

10464

SEATTLE

	REPEATERS
CAPITAL HILL	45+1
COLUMBIA TOWER	45+1
APPLE COVE	4+1
I 90 TUNNEL WEST	6
METROTUNNEL	6
TOTAL	<u>109</u>

EAST SIDE CITIES

HORIZON HEIGHTS	18+1
NORWAY HILL	18+1
NORTH SEATTLE	3+1
WEST TIGER MT	5+1
I-90 TUNNEL EAST	3+1
TOTAL	<u>72</u>

VALLEY COMMUNICATIONS

SQUAK MT	23+1
CAMBRIDGE	23+1
WHITE RIVER	23+1
TOTAL	<u>72</u>

KING COUNTY

INDIAN HILL	10+1
MAURY ISLAND	10+1
RATTLESNAKE MT	3+1
DUVALL	3+1
SNOQUALMIE PASS	2+1
STEVENS PASS	2+1
KITSAP	3+1
HIGHWAY 410	2+1
GREEN RIVER	2+1
TOTAL	<u>46</u>

AIRPORT

TOTAL	<u>6+1</u>
TOTAL	<u>7</u>

GRAND TOTAL	<u>306</u>
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EXHIBIT 2

PUBLIC SAFETY RADIO COUNTS: Police, Fire, Emergency Medical Services (EMS) Organized
by Subregion and the Jurisdictions They Serve.

SUBREGION	JURISDICTION	POLICE RADIO'S	FIRE RADIO'S	OTHER EMS RADIO'S	PUBLIC SAFETY SUB-TOTAL	TOTAL SUB- REGION	GRAND TOTAL
SEATTLE	Seattle	2038	505		2543		
		===	===	===	=====		
		2038	505	0	2543	2543	
EASTSIDE	Bellevue	258	142		400		
	Bothell	32	45		77		
	Clyde Hill	15			15		
	Issaquah	21	21		42		
	Kirkland	60	65		125		
	Lake Forest	12			12		
	Medina	18			18		
	Mercer Is.	46	32		78		
	Redmond	85	55		140		
	Fire Dist 4		50		50		
	Fire Dist 16		32		32		
	Fire Dist 25		29		29		
	Fire Dist 36		55		55		
		===	===	===	=====		
		547	526	0	1073	1073	
VALLEYCOM	Algona	14	na		14		
	Auburn	86	105		191		
	Kent	na	na		266		
	Pacific	20	16		36		
	Renton	180	75		255		
	Tukwila	64	68		132		
	Fire Dist 20		21		21		
	Fire Dist 40		41		41		
	Fire Dist 43		44		44		
	Fire Dist 46		15		15		
	Fire Dist 47		15		15		
		===	===	===	=====		
		364	400	0	1030	1030	

104647

SUBREGION	JURISDICTION	POLICE RADIOS	FIRE RADIOS	OTHER EMS RADIOS	PUBLIC SAFETY SUB-TOTAL	TOTAL SUB- REGION	GRAND TOTAL
PORT							
	Port	105	60			165	
		===	===	===	=====		
		105	60	0		165	165
KING CO.							
	King Co.	1081		30		1111	
	Black Diamond	13				13	
	Carnation	8				8	
	Des Moines	39				39	
	Duvall	13				13	
	Enumclaw	23				23	
	Normandy Park	15				15	
	Snoqualmie	15				15	
	Fire Dist 2		39			39	
	Fire Dist 10		91			91	
	Fire Dist 11		51			51	
	Fire Dist 13		40			40	
	Fire Dist 17		15			15	
	Fire Dist 24		50			50	
	Fire Dist 26		29			29	
	Fire Dist 27		23			23	
	Fire Dist 28		50			50	
	Fire Dist 38 (inc. NoB, Sno)		60			60	
	Fire Dist 39		50 ✓			50	
	Fire Dist 44		41			41	
	Fire Dist 45		42			42	
	Fire Dist 49		11			11	
	Fire Dist 50		19			19	
		===	===	===	=====		
		1207	611	30		1848	1848 6659

Exhibit II

MEMORANDUM OF UNDERSTANDING AMONG THE SUBREGIONS REGARDING THE DISTRIBUTION OF 800 MHZ FREQUENCIES FOR USE IN THE KING COUNTY REGIONAL COMMUNICATIONS SYSTEM

The members of the 800 MHz Regional Design Committee agree on the following points relating to the distribution of 800 MHz radio frequencies which will be used in the King County Regional 800 MHz Radio System (hereinafter referred to as the "system"). The parties to this agreement recognize that the frequency allocation plan must be approved by the Regional Communications Board as constituted by the Interlocal Agreement implementing the Levy Ordinance.

This agreement recognizes that subregions will be at various stages of implementation, and in some cases require frequencies to implement sites on a partial basis during Phase One of the project. It is understood by the parties that the frequency allocation plan may require that frequencies be moved from one site to another, and that this will likely result in frequencies being moved from one subregion to another subregion. The parties agree that the number of frequencies, as well as the specific frequencies, which will be used at each site will result from the frequency allocation plan which must be approved by the Regional Communications Board as constituted by the Interlocal Agreement implementing the Levy Ordinance.

- o The parties agree that upon the approval of the frequency plan, frequencies at sites which are owned, managed or controlled by a particular subregion will be licensed and/or relicensed to the subregion which is responsible for that site.

- o The parties agree to cooperate in the development of a Regional Frequency Plan which, as its first priority, meets the public safety needs of all public safety agencies in King County and those agencies currently served by 800 MHz without degradation. Further, the parties agree that meeting the needs of any other agencies with emergency response roles shall be accomplished on an equitable and non-discriminating basis.

- o The following frequencies are to be considered in the design, subject to successful licensing. All of these frequencies are subject to re-management by the Board under the design standards of the system:

King County NPSPAC Frequencies (28 Frequencies, Currently Unlicensed)

821.1625	821.9625	822.8125	823.9000
821.2125	821.9875	822.8375	
821.2375	822.2875	822.8625	
821.2875	822.3125	822.8875	
821.4125	822.3375	823.2000	
821.4375	822.4375	823.5250	
821.4625	822.4875	823.7750	
821.8875	822.7625	823.8250	
821.9125	822.7875	823.8750	

Seattle NPSPAC Frequencies (18 Frequencies, Currently Unlicensed)

821.3125	821.7125	823.4500
821.3375	821.7375	823.4750
821.3625	821.9375	823.6500
821.3875	823.1750	823.6750
821.6625	823.2250	823.7000
821.6875	823.4250	823.7250

Port of Seattle (10 Frequencies, Currently Licensed)

806.2325	807.8125
806.3125	808.5125
807.0125	808.5625
807.0625	808.2625
807.7625	809.3125

Seattle Public Safety (21 Frequencies, Currently Licensed)

806.0875	806.9875	808.4375
806.1375	807.1625	808.4875
806.1875	807.6375	808.6125
806.3625	807.6875	809.0875
806.4125	807.8625	809.1875
806.8875	807.9125	809.2375
806.9375	808.3875	809.3625

Seattle Police MDT (4 Frequencies, Currently Licensed)

808.4125	809.1125
808.6625	809.4125

City of Kirkland (2 Frequencies, Currently Licensed)

806.0625 806.1125

Valley Com/Kent (7 Frequencies, Currently Licensed)

806.8125 807.7125
806.9625 808.3125
807.1125 809.2875
807.6125

Fifty two (52) channels covered in S. 90.617 of the F.C.C. Rules (26 Channels Applied for by King County and 26 channels applied for by Valley Com)

Any other frequencies, with the exception of the 4 City Light frequencies noted below, which might at a later date be brought in as part of the Regional system, are also available for re-management by the Board.

- o The following frequencies currently utilized by Seattle City Light are excluded from design consideration and remain under the control and sole discretion of use by the City of Seattle. This includes any frequencies which might result from the splitting of the Seattle City Light frequencies.

806.2875 807.7875
807.0375 808.5375

- o The parties agree to withdraw any objections previously brought before the Region 43 Committee of any submitted applications, and further agree to support the applications of each other party for frequencies based on this agreement.
- o The Port of Seattle agrees to release three (3) of its licensed but currently unused 806 frequencies to King County.
- o The City of Seattle agrees to release nine (9) allocated but unlicensed NPSPAC frequencies to subsequently be licensed as outlined below.

- o The Eastside Subregion agrees to amend the application it has previously submitted for review by the Region 43 Review Committee, in accordance with the frequency distribution plan outlined in this agreement. Seattle also agrees to place four (4) of its frequencies at the Horizon Heights site.

- o The parties agree that applications for frequencies which are yet to be licensed will be made by the parties as follows:

Eastside

16 NPSPAC

Valley Com

7 NPSPAC

King County

14 NPSPAC

Seattle

9 NPSPAC

- o The parties agree that the release of the Seattle and Valley Com MDT and AVL frequencies (808.4125, 808.6625, 809.1125, 809.4125, 807.1625, 807.9125 and 807.7125) is subject to funds from the Central Allocation in the amount of \$ 555,100 to the City of Seattle and \$ 144,900 to Valley Com. The parties further agree that both Seattle and Valley Com will be able to use funds from their subregional allocations to supplement the MDT and AVL conversion efforts.

- o For the purposes of this discussion "degradation" or "degrade" means:
 - the reduction in the number of talkgroups (or talkgroup equivalents for conventional 800 MHz frequency pairs), or
 - the reduction in the geographic areas of coverage and the signal quality of these talkgroups, or
 - the reduction in the trunking performance.

Stan Wu 3/2/93
 Stan Wu, City of Seattle

Chris Fischer 3/2/93
 Chris Fischer, Valley Com

Doug Holbrook 3/2/93
 Doug Holbrook, Port of Seattle

Alan H. Komenski 3/5/93
 Alan Komenski, EPSCA

Mike Wilkins 3/2/93
 Mike Wilkins, King County

Dwight VanZanen 3/2/93
 Dwight VanZanen, Member at Large

June 2, 1993

To: Design Committee, 800 MHz Regional Radio System

Fr: Leslie Collins, King County Public Works Administration
Mike Wilkins, King County Council Staff



Re: Disposition of Metro's 800 MHz Frequencies upon Consolidation with King County

The purpose of this memo is to clarify what we believe to be the collective understanding of the Design Committee concerning the disposition of the 800 MHz frequencies licensed to the currently independent Municipality of Metropolitan Seattle (METRO) upon consolidation with King County.

It is understood that frequencies licensed to the currently independent METRO will not be added to the regional system, nor will they be made available for remanagement by the Regional Communications Board upon consolidation of METRO and King County, unless and except as provided below.

After the consolidation of METRO and King County, frequencies licensed to the currently independent METRO may be brought into the regional system only with the consent of the newly consolidated King County Government. Such consent will be premised upon negotiated terms and conditions associated with the addition of the frequencies to the regional system.



King County
Risk Management Program
Office of Financial Management
Central Building
810 Third Avenue Room 615
Seattle, WA 98104
(206) 296-7432 FAX 296-0949

July 7, 1993

Chairperson,
Regional Communications Board
c/o Leslie G. Collins
KC ECS Administration
400 Yesler Way #700
Seattle, Washington 98104

RE: *King County Certificate of Self-Insurance*

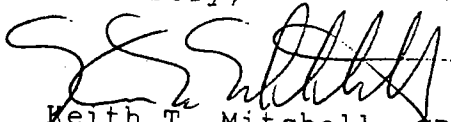
Dear Chairperson:

Pursuant to the insurance requirements in connection with the Regional Emergency Radio Communications System interlocal agreement the Board acknowledges and agrees that the County is self-insured for its liability exposures.

This is to certify that King County is fully self-funded for its general liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

If You have any questions, please do not hesitate to call me at 296-1727.

Sincerely,


Keith T. Mitchell, CPCU
Deputy Risk Manager

cc: Ms. Leslie G. Collins, Kc ECS Administration

