

AMENDMENT TO INTERLOCAL AGREEMENT REGARDING EMERGENCY COMMUNICATIONS AND OTHER SERVICES

This Amendment (this "Amendment") to Interlocal Agreement Regarding Emergency Communications and Other Services (the "Agreement") is entered into between Kitsap County (the "County") and the below-named recipient (the "Recipient").

RECITAL

WHEREAS, the parties entered into the Agreement and now wish to amend it as provided herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Definitions. The body of Title I(A), (J) and (K) – Definitions and Functions are modified as follows:

A. Allocable proportion: The amount of money chargeable to Recipient as its share of maintenance, operations, and insurance expenses for the emergency communications system. The allocable proportion is determined by the Cost Share Distribution Formula in Appendix A to this agreement.

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J. Criminal Justice Data Communications System- ACCESS: CENCOM is connected to the Washington State Patrol ACCESS system for criminal history information. Inasmuch as the involvement of the commissioned law enforcement authorities is required in the management control of this system, the Sheriff and appointed Chiefs of respective agencies are designated the CENCOM ACCESS Board as outlined in Appendix B.

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K. Organizational Chart: The Organizational Chart is included as part of this Agreement and identified as Appendix C.

2. Payments. The body of Title III is modified as follows:

For emergency communications services for each calendar year beginning January 2013, Recipient agrees to pay to County its allocable proportion in twelve (12) equal monthly installments. The allocable proportion for each calendar year due from Recipient is computed in accordance with the Cost Share Distribution Formula in Appendix A of this agreement.

3. Amendment. The body of Title VII – Amendment of the Agreement is modified as follows:

It is specifically agreed by and between the parties hereto that this Interlocal Agreement may be amended by the Board at any duly called regular or special meeting of the Board, but only after first giving sixty (60) days written notice of such meeting and proposed amendment to all parties to this agreement. However, nothing in this paragraph shall be construed to authorize any change in the funding formula set forth in this agreement nor to authorize any act which would cause an increase, or change the amount paid by any participating agency beyond the amount determined by the Board pursuant to this agreement.

4. Termination. The body of Title X – Termination of the Agreement is modified as follows:

Either party to this Interlocal Agreement may terminate it by providing written notice of such to the other at least one-hundred and eighty (180) days prior to the specified termination date.

5. Merger. The body of Title XI – Merger is modified as follows:

This Interlocal Agreement, including its appendices, merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to subject matter hereof and constitutes the entire Interlocal Agreement between the parties.

6. Appendix A. Appendix A of the Agreement is superseded by the attached Appendix A- CENCOM Cost Share Distribution Formula, which is incorporated herein by reference.

7. Appendix B. Appendix B of the Agreement is removed.

8. Appendix C. Appendix C of the Agreement is re-designated as Appendix B, but is otherwise unchanged.

9. Appendix D. Appendix D of the Agreement is re-designated as Appendix C, but is otherwise unchanged.

10. Scope of Amendment. Except as modified, the Agreement remains in effect.

11. Effective Date. This Amendment shall be effective as of _____.

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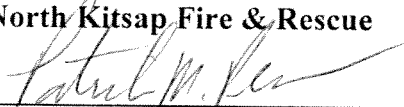

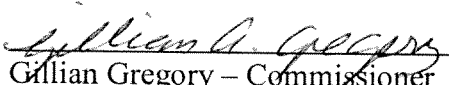
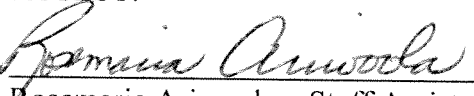
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IN WITNESS WHEREOF, the parties have subscribed their names to this Amendment and warrant that they have the full authority to enter into it.

<p>KITSAP COUNTY</p> <p>BOARD OF COMMISSIONERS KITSAP COUNTY, WASHINGTON</p> <hr/> <p>Robert Gelder, Chair</p> <hr/> <p>Josh Brown, Commissioner</p> <hr/> <p>Charlotte Garrido, Commissioner</p> <p>ATTEST:</p> <hr/> <p>Dana Daniels, Clerk of the Board</p> <hr/> <p>Date</p>	<p>RECIPIENT North Kitsap Fire & Rescue</p> <p> Patrick Pearson – Chair</p> <p> Fernando Espinosa - Commissioner</p> <p> Gillian Gregory – Commissioner</p> <hr/> <p>Stephen Neupert – Commissioner</p> <hr/> <p>Wilson Stewart - Commissioner</p> <p>ATTEST:</p> <p> Rosemaria Ariwoola – Staff Assistant</p> <p>Date <u>5/28/13</u></p>
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APPENDIX A- Cost Share Distribution Formula

The allocable proportion for each fire district, city, county, and tribe shall be computed as follows:

1. Calculate the Total Base.

$$\text{Total Base} = \text{Number of Agencies} \times \$5,000$$

2. Calculate the Total Console Share (the amount of the user share that needs to be split between police and fire).

$$\text{Total Console Share} = \text{Total Appropriations} - \text{All other funding Sources} - \text{Total Base.}$$

3. Calculate the Police/Fire Split (Percentage of the Console Share paid for by police and by fire).

$$\text{Police Split} = \text{Number of Police Allocated Consoles} / \text{Total Number of Consoles.}$$

$$\text{Fire Split} = \text{Number of Fire Allocated Consoles} / \text{Total Number of Consoles}$$

4. Calculate the Police/Fire Share (actual dollar amount paid for by police and by fire).

$$\text{Police Share} = \text{Total Console Share} \times \text{Police Split}$$

$$\text{Fire Share} = \text{Total Console Share} \times \text{Fire Split}$$

5. Calculate the Units of Use

- a. Agency Units of Use= Average of the previous 3 full years of Agency's Units of Use, adjusted for annexations.

- b. Total (Police or Fire) Units of Use = Sum of each (Policy or Fire) Agency's Units of Use.

6. Calculate the Cost per (police and fire) Unit of Use.

- a. Cost per Police Unit = Police Share / Total Police Units of Use

- b. Cost per Fire Unit = Fire Share / Total Fire Units of Use

7. Surcharges- Calculate any applicable surcharges, as approved by the CENCOM Policy Board.

8. Calculate each Agency's Allocation.

$$\text{Agency Allocation} = (\text{Agency Units of Use} \times \text{Cost Per Unit}) + \text{Base} + \text{Surcharges}$$