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JeffCom 911
81 Elkins Rd
Port Hadlock, WA 98339

Please print neatly or type information

DOCUMENT TITLE

Interlocal Agreement re: Bond Indebtedness

REFERENCE NUMBERS (S) OF RELATED DOCUMENTS

Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

JeffCom 911

Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

Jefferson County

Additional grantee on page _____

LEGAL DESCRIPTION (Abbreviated form: i.e. lot,block,plat or section,township,range,quarter/quarter)

Additional legal on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**Interlocal Agreement Regarding Revenue to Service Bonded Indebtedness
for JeffCom**

WHEREAS, this Interlocal Agreement is entered into for the mutual benefit of Jefferson County (County), the City of Port Townsend (City), Jefferson County Fire District 1 East Jefferson Fire & Rescue, Jefferson County Fire District 2 Quilcene, Jefferson County Fire District 3 Port Ludlow Fire & Rescue, Jefferson County Fire District 4 Brinnon; and Jefferson County Fire District 5 Discovery Bay, hereinafter "the parties," and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, in 2007, the parties entered into an Interlocal Agreement Authorizing JeffCom 911 Communications to provide Emergency Dispatching, Communications and Other Services; and

WHEREAS, the parties, through JeffCom, recognize the need to upgrade the infrastructure of the radio and communications systems when needed; and

WHEREAS, in recognition that the upgrades are vital to the fire and law enforcement agencies, the parties agree to fund and repay loans and bonds equitably among the five fire districts, County and City of Port Townsend; and

WHEREAS, Historically Jefferson County has proved financing for the infrastructure and software upgrades through Limited Tax General Obligation Bonds; and the parties wish to provide a guaranteed revenue stream for the life of the bonds as outlined above; and

WHEREAS, to date Jefferson County has provided bond financing in 2007 and 2011 for JeffCom's Radio Tower Project and Software Upgrades to Law and Fire Records Management Systems.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

- 1. The Bonded indebtedness for all bonds financed through Jefferson County on behalf of JeffCom as of 12-31-11 is:**

Bond Indebtedness ILA
March 26, 2012

Bond	Average Annual Debt Payment	Bond Paid-off
Bond 1: 2007 Bond for Tower Site \$2,500,000	\$186,300	2026
Bond 2: 2011 Bond for Tower Site \$880,000	\$39,510 interest only until 2021 then \$114,510	2030
Bond 3: 2011 Special Purpose Bond for Law/Fire RMS Systems \$328,000	\$50,571	2018

2. Revenue to service 2007 and 2011 bonded indebtedness for the Tower Site Enhancement project and the 2011 bonded indebtedness for the JeffCom Radio System, Law and Fire Records Management System.

The parties agree that the revenue of the 1/10th of 1% Sales Tax pursuant to RCW 82.14.420 collected in Jefferson County shall be first dedicated to pay the annual debt service for the 2007 (Bond #1) and for 2011 (Bond #2) for the JeffCom Radio Tower System, and also for the annual payment on the 2011 RMS bonds (Bond #3). The Treasurer will collect the sales tax revenue into Jefferson County Fund 119 and process semi-annual payments for bond principal and interest.

3. Budget for Fund 119 – JeffCom Bond payment fund

- i) Each year an annual budget will be prepared for fund 119 estimating Sales Tax revenues and debt service payments.
- ii) The required fund balance of Fund 119 will be 5% of total annual bond debt for cash flow purposes. The County Treasurer shall retain in Fund 119 each month an amount equal to 1/12 of the total annual debt service payment amounts, depositing the monthly revenue in excess thereof into JeffCom's operating fund or account.
- iii) If in October of each year, the sales tax revenue received is below the budgeted amount needed to make the periodic debt service payments, the County Treasurer will reduce the transfer to JeffCom to reflect the decrease.
- iv) All such funds must be used as specified in RCW 82.14.420.

4. Term. This Interlocal Agreement shall be effective 90 days after the date of filing as provided by RCW 39.34.040, and shall remain effective until the 2007 and 2011 bonded indebtedness for the JeffCom Radio System and the

March 26, 2012

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2011 bonded indebtedness for the JeffCom RMS and MRMS are all paid in full and retired.

- 5. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.
- 6. Filing.** As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with various entities as required by law.
- 7. Execution of Agreement.** Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original to County. It is understood that such execution shall not require that one original Agreement be signed by all parties to this Agreement, but that there will be several duplicate originals signed by each party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid the undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.
- 8. Administration.** The terms and conditions agreed to by the parties in furtherance of this Agreement shall be administered by the Jefferson County Treasurer or his or her designee. Any party to this Agreement aggrieved by a decision of the Jefferson County Treasurer may appeal that decision pursuant to section ten of this agreement.
- 9. Acquired property.** All purchases to include towers, radio equipment, LERMS and FRMS system (including all equipment, hardware and software) shall become upon delivery and installation the personal property of JeffCom, and be included in the schedule of assets of JeffCom. No LERMS or FRMS system assets shall be discarded, replaced or discontinued in use by any party to this Agreement without the express written consent of the JeffCom 9-1-1 Administrative Board. Upgrades, fixes and other technical improvements to the hardware and software purchased in 2011 as well as any changes, improvements or fixes installed in or made part of the personal property as part of or during the annual maintenance of said personal property shall not be considered to constitute the discarding, replacing or discontinuing of a system for purposes of this section.

March 26, 2012

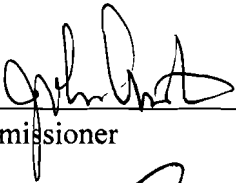
Bond Indebtedness ILA

10. Dispute Resolution: If any party is aggrieved by another a written grievance may be filed with the Executive Director within 14 days of the occurrence and the implementation of the action shall be stayed until resolved as described herein. Any such grievances should be resolved as promptly and amicably as reasonably practicable, by conciliation between the Grievant and the Aggrieved. If such conciliation is not successful or the grievance is not abandoned within 15 business days, the matter shall proceed to mediation with one disinterested mediator chosen jointly by the parties, and the cost of the mediator shall be borne by the grievant. If such mediation is not successful within 25 business days, then arbitration before one disinterested arbitrator shall take place. The arbitrator may be jointly agreed to, or chosen from a list provided by the American Arbitration Association or other jointly acceptable dispute resolution firm or agency. The non-prevailing party in arbitration shall pay all of the arbitrator's fees and charges. The arbitrator shall be empowered to determine the "prevailing party" if any. If neither party is deemed to be the prevailing party then each party shall bear its own portion of the arbitrator's fees and charges. In any event each party involved in the dispute resolution shall bear their own attorneys fees and other costs. All time periods called for in the sections may be extended by mutual written agreement.

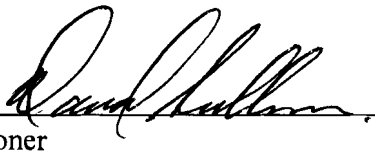
March 26, 2012

Bond Indebtedness ILA

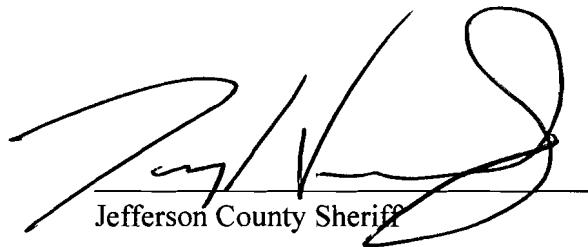
JEFFERSON COUNTY (for Jefferson County Sheriff's Office):


Commissioner

Date: April 9, 2012


Commissioner


Commissioner


Jefferson County Sheriff

ATTEST:

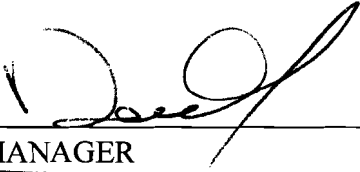
Raina Randall, Deputy
Clerk of Board of County Commissioners

APPROVED AS TO FORM:

David Alvarez 4/3/2012
David Alvarez, Deputy Prosecuting Attorney

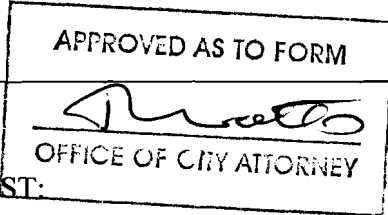
Bond Indebtedness ILA
March 26, 2012

CITY OF PORT TOWNSEND (for Port Townsend Police Department):

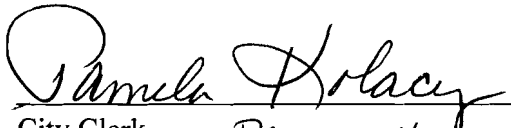


CITY MANAGER

Date: 4/19/12



ATTEST:



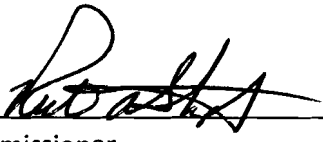
City Clerk

PAMELA KOLACH MMC

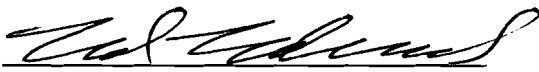
Bond Indebtedness ILA
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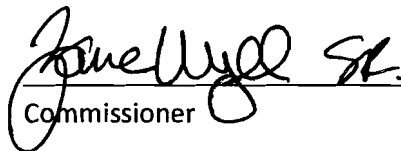
INTERLOCAL AGREEMENT REGARDING REVENUE TO SERVICE BONDED INDEBTEDNESS FOR JEFFCOM
March 26, 2012

JEFFERSON COUNTY FIRE DISTRICT #1 (East Jefferson Fire & Rescue)

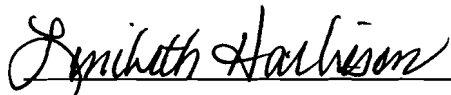

Commissioner

Date: 4-17-2012


Commissioner

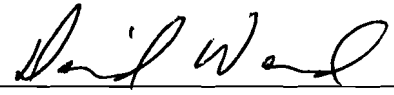

Commissioner

ATTEST:

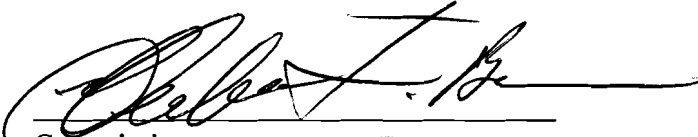

District Secretary

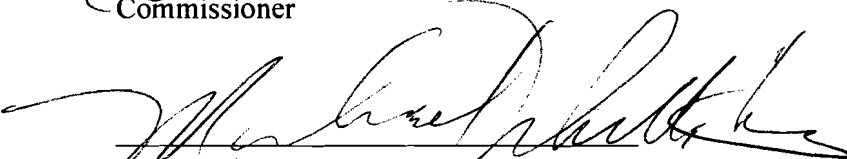
Bond Indebtedness ILA
March 26, 2012

JEFFERSON COUNTY FIRE DISTRICT #2 (Quilcene):



Commissioner

Date: 4/9/12

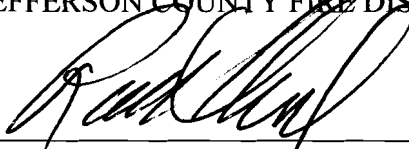

Commissioner


Commissioner

ATTEST:


District Secretary

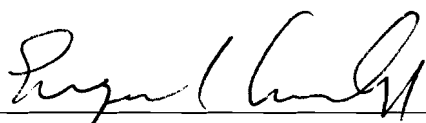
JEFFERSON COUNTY FIRE DISTRICT #3 (Port Ludlow):


Commissioner

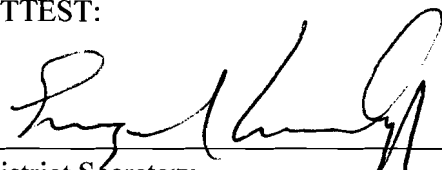
Date: 4-10-12


Commissioner




Commissioner

ATTEST:


District Secretary

JEFFERSON COUNTY FIRE DISTRICT #4 (Brinnon):

Ronald P. Zwick
Commissioner

Date: April 27, 2012


Robert McEldred
Commissioner

James A. Smith
Commissioner

ATTEST:

Patricia Ware
District Secretary

JEFFERSON COUNTY FIRE DISTRICT #5 (Gardiner):

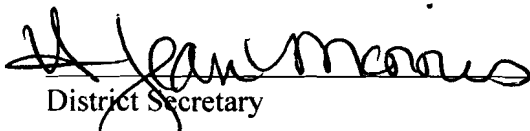

Commissioner

Date: 3-14-12


Commissioner


Commissioner

ATTEST:


District Secretary

Bond Indebtedness ILA
March 26, 2012