

**FINANCING AGREEMENT FOR
MULTI-JURISDICTIONAL PUBLIC SAFETY ANSWERING POINT**

THIS AGREEMENT is among Chelan County, Washington, Douglas County, Washington, the City of Wenatchee, Washington and the City of East Wenatchee, Washington (each a Party and collectively Parties.)’

WHEREAS, the Parties are municipal corporations operating under the provisions of RCW Chapters 35 and 36, respectively, and intend to form a Multi-Jurisdictional Public Safety Answering Point (hereinafter RiverCom);

WHEREAS, the Parties intend to enter into an Interlocal Cooperative Agreement (Interlocal Agreement)’under the authority of RCW Chapter 39.34 which will provide the terms for operating RiverCom;

WHEREAS, the acquisition and installation of certain capital improvements are necessary for RiverCom’s operation (Capital Improvements)’and the Parties agree that they should all make the appropriate contribution to cover the costs of the Capital Improvements;

WHEREAS, Chelan County has agreed to issue up to \$2,600,000 principal amount of limited tax general obligation bonds (the Bonds)’to finance the Capital Improvements described in Exhibit A; and

WHEREAS, pursuant to the Interlocal Agreement, each Party is responsible for a portion of the operating costs for RiverCom, including debt service; and

WHEREAS, the Parties desire to formalize their respective obligations relative to the issuance and repayment of the Bonds in this Financing Agreement for Multi-Jurisdictional Public Safety Answering Point (Financing Agreement);’

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

Section 1. Issuance of Bonds. Chelan County shall issue the Bonds in the principal amount of not to exceed \$2,600,000 no later than December 1, 2002. The Bonds shall mature in not more than twenty-two (22) years from the date of issue, with the initial principal payment to be made on or about December 1, 2004, with principal payments made on each December 1 thereafter as long as any of the Bonds remain outstanding.

Each Party hereby acknowledges and agrees that it is a guarantor of up to twenty-five percent (25%) of the principal amount of Bonds issued (Percentage Share)’ When the Bonds have been sold, Chelan County shall provide each Party with the amount of each Party’s Percentage Share of that payment. (The table showing the pro-rata share of each Party’s payment will be attached as Exhibit B’ to this Agreement.)

Section 2. Repayment of Bonds. Interest shall be payable on the Bonds commencing on June 1, 2003 and shall be payable on each June 1 and December 1 thereafter until the Bonds are paid in full. The proceeds of the Bonds will include funds to pay interest on the Bonds for six months (Capitalized Interest).” The interest payments on the Bonds due in June and December of 2003 and June of 2004 will be made with this Capitalized Interest, investment earnings on the proceeds of the Bonds and other legally available funds. RiverCom will be developing its first budget to take effect upon the earlier of the completion of the Capital Improvements or July 1, 2004. In developing the budget and the assessments due from the Parties to RiverCom under the terms of this Agreement and the Interlocal Agreement, the Parties recognize that it is important to have collected sufficient funds to make the payment required on the Bonds on or before December 1, 2004. The Parties agree that thereafter sufficient funds shall be included in the assessments from RiverCom to the Parties so that RiverCom will have sufficient money to transfer to the Chelan County Treasurer to make principal and interest payments on the Bonds when the same are due, according to the schedule attached as Exhibit B’ .”

Payments shall be made, as set forth in the Interlocal Agreement, to RiverCom. RiverCom agrees and the Parties hereto consent to the transfer of sufficient monies to make the principal and interest payments on the Bonds at least five (5) days in advance of the payment date.

Section 3. Prepayment of Bonds. Each Party hereby reserves the right to redeem their Percentage Share of the Bonds, in whole or in part, on or after the first date that the Bonds can be redeemed prior to their maturity, subject to the following conditions:

(i) The principal of the Bonds may be redeemed in any integral multiple of Five Thousand Dollars (\$5,000.00), at a price equal to the sum of (a) the principal to be redeemed, (b) the interest thereon accrued to the redemption date, and (c) the cost (or percentage cost, if other parties are redeeming their Percentage Share of the Bonds on the same date) of redeeming the Bonds on the redemption date; and

(ii) The principal of the Bonds may be redeemed in whole at a price equal to the sum of (a) the outstanding principal of the Percentage Share of the Bonds, (b) the amount necessary to round the outstanding principal of that Percentage Share up to the next integral multiple of Five Thousand Dollars (\$5,000.00), (c) the interest on the Percentage Share of the Bonds that is payable on, or accrued to, the redemption date, and (d) the cost (or Percentage cost, if other Parties are redeeming their Percentage Share of the Bonds on the same date) of redeeming the Bonds on the redemption date.

Any Party shall notify Chelan County of any such intended redemption not less than forty (40) nor more than ninety (90) days prior to the date fixed for redemption.

Chelan County shall have the ability to refund the Bonds without the consent of the Parties as long the maturity schedule of the Bonds is not extended and no other Party (other than Chelan County) is required to pay more debt service in any year than was required for the Bonds. In any refunding, each Party agrees to cooperate with Chelan County to provide necessary

information for the Official Statement, enter into any necessary Ongoing Disclosure Agreement and provide all other assistance necessary to accomplish the refunding.

Section 4. Use of Capital Improvements. So long as the Bonds are outstanding, the Parties and RiverCom shall continue to use the Capital Improvements for a governmental facility and shall not enter into any agreement with a private company for the operation or management of the Capital Improvements without the consent of Chelan County.

Section 5. Default. Notwithstanding Section 7.05 of the Interlocal Agreement, if a Party is in default for failing to make payments as detailed and described in Section 7.05 of the Interlocal Agreement, that Party shall still be responsible for their Percentage Share of the unpaid principal of and interest on the Bonds and, to the extent that RiverCom is not able to make arrangements for other parties to assume this Percentage Share of debt service on the Bonds, then the withdrawing Party is still responsible for making a payment equal to their Percentage Share of the next debt service payment at least five (5) days in advance of the payment date, either by check or wire transfer.

Section 6. Official Statement. Each Party shall cooperate with Chelan County in providing information for the official statement for the Bonds. Chelan County shall provide a draft of the official statement for review by each Party no less than one week prior to the date it is finalized.

Section 7. Ongoing Disclosure. The Ongoing Disclosure Agreement, attached hereto and incorporated herein by this reference as Exhibit C is hereby authorized and approved and will be executed by the Parties at the time of the closing of the Bonds.

Section 8. Miscellaneous Provisions.

8.1. Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 Severability. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

8.3 Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Washington.

8.4 Counterparts. This Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

8.5 Entire Agreement. This Agreement is executed at or about the same time that the Interlocal Agreement by and between the Parties is also being executed. This

Agreement should be read in conjunction with the Interlocal Agreement. On any issues directly covered in this Agreement which is in conflict with the Interlocal Agreement, the terms of this Agreement shall control. There are no understandings or Agreements between the Parties other than those set forth in this Agreement and the Interlocal Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

8.6 Waiver. No provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its right with respect to a Default under this Agreement or with respect to any other matter arising in connection therewith, should not be deemed a waiver with respect to any subsequent default or matter.

8.7 Amendments. No amendment of any provision of this Agreement shall be valid unless set forth in a written amendment signed by all Parties.

Section 9. Effective Date. This Agreement shall become effective when executed by all of the Parties and shall remain in effect so long as the Bonds are outstanding.

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS:

CHAIR

VICE-CHAIR

COMMISSIONER

ATTEST

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS:

CHAIR

VICE-CHAIR

COMMISSIONER

ATTEST

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

CITY OF WENATCHEE, WASHINGTON

MAYOR

ATTEST:

CLERK OF THE CITY

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF EAST WENATCHEE, WASHINGTON

MAYOR

ATTEST:

CLERK OF THE CITY

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A ”

ITEM	COST
Logging Recorder	\$20,000.00
Furniture	\$50,000.00
Radio Move (PSAP)	\$30,000.00
IT Connectivity	\$25,000.00
Dispatch Consoles	\$80,000.00
Engineering	\$30,000.00
Project Management	\$120,000.00
Radio Interface	\$150,000.00
Facility (Base w/ Tax)	\$1,425,000.00
Facility (Special)	\$100,000.00
Contingency	\$300,000.00
Total	\$2,330,000.00

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