

**INTERLOCAL AGREEMENT
FOR COMMUNICATIONS SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into by and among PIERCE COUNTY, the CITY OF TACOMA, the CITY OF LAKEWOOD, and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (WEST PIERCE FIRE & RESCUE) ("Parties") who are signatories to the Agreement.

WHEREAS, current public safety communications systems, including public safety answering point (PSAP) facilities and radio system infrastructure, require updating and new technologies to meet future demands; and

WHEREAS, public safety communications services are currently performed by the City of Tacoma Fire Department, West Pierce Fire & Rescue, and the Law Enforcement Support Agency (LLSA); and

WHEREAS, the Parties and the residents of Pierce County would benefit both in terms of efficiency and economy from a communications system consolidated into a single agency for the purpose of providing public safety communications services to Pierce County and the cities and fire protection districts within Pierce County; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

WHEREAS, radio systems infrastructure is an integral part of communications between public safety officials in the field and dispatch facilities; and that such radio systems infrastructure are currently – and will continue to be – owned, operated and maintained by Pierce County, the City of Tacoma, and West Pierce Fire & Rescue; and

WHEREAS, the Parties desire that radio systems infrastructure be upgraded to ensure such systems operate reliably; and that adequate funding will be provided to radio systems infrastructure owners to accomplish such upgrades; and

WHEREAS, Pierce County is an existing governmental structure encompassing the entire geographic, economic and population region to be served and has established, in collaboration with those agencies served, an Emergency Communications agency with the capability of providing consolidated communication services to the Parties; and

WHEREAS, Chapter 82.14.420 RCW, Sales and Use Tax for Emergency Communication Systems and Facilities, authorizes a county legislative authority to submit an authorizing proposition to the county voters; and

WHEREAS, if such authorizing proposition is approved by a majority of persons voting, a county legislative authority may fix and impose a sales and use tax for the purposes of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities; and

WHEREAS, Chapter 82.14.420 RCW requires that prior to submitting such sales and use tax to the voters, a county with a population of more than five hundred thousand in which any City over fifty thousand operates emergency communication systems and facilities shall enter into an interlocal agreement with the City to determine distribution of the revenue; and

WHEREAS, a new Emergency Communications Agency named South Sound 9-1-1 will provide consolidated communications services currently performed by the Law Enforcement Support Agency (LESA), City of Tacoma Fire Department and West Pierce Fire & Rescue; and

WHEREAS, it is the intent that, where appropriate, South Sound 9-1-1 will be the successor and assign to existing LESA obligations and agreements, including grants of which LESA is a recipient; and

WHEREAS, it is the intent that Pierce County will issue bonds to construct South Sound 9-1-1 Agency facilities; and

WHEREAS, the staff and personnel of LESA, City of Tacoma Fire Department and West Pierce Fire & Rescue are an integral component to be considered as part of South Sound 9-1-1; and

WHEREAS, it is the intent to continue the employment of existing operational staff and personnel to the extent practicable within South Sound 9-1-1 through a variety of methods including, but not limited to, direct Agency employment and inter-local agreements with existing employers;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are incorporated into and are a part of this Agreement.
2. **Purpose.** It is the purpose of this Agreement to provide consolidated communications services for the parties hereby benefiting from them in terms of efficiency and economy.
3. **Transition.** Once this agreement becomes effective in accordance with Sections 23 and 24, the Parties will take steps to identify their respective members of the Policy Board and Combined Operations Board. The Combined Operations Board shall meet to develop a transition plan for Policy Board approval, including transition of the Law Enforcement Support Agency into South Sound 9-1-1, recruitment of the South Sound 9-1-1's permanent Executive Director, development of the radio systems upgrade plan, and construction of dispatch facilities and a municipal emergency operations center.
4. **Definitions.** As used in this Agreement the words and phrases in this Section shall have the meanings indicated unless the context clearly requires otherwise.
 - A. "Agency" shall mean the South Sound 9-1-1 Agency.
 - B. "Assessments" shall be costs for communication services to Member Agencies that are over and above projected revenues from sales and use taxes, the recently approved 20 cent Next Generation 9-1-1 tax, grants, and contracts.

- C. "Communication Services" shall include 24 hour dispatch for law enforcement services and fire services, radio system operations, or any communication service recommended by the Combined Operations Board and approved by the Policy Board.
 - D. "County" shall mean Pierce County.
 - E. "Executive Director" is responsible for the management and day to day operation of the Agency, including signing contracts up to \$50,000.
 - F. "Fees" shall be billed costs for extraordinary services provided to Member Agencies and services to Non-Member Agencies. Fees are separate from and may be in addition to member agency Assessments.
 - G. "Funding Formula" shall describe how Member Agencies are assessed within each specific service (i.e., law enforcement and fire service).
 - H. "Member Agencies" are the following agencies who are currently or will become Parties to this Agreement that receive communication services:
 - i. Pierce County
 - ii. City of Tacoma
 - iii. City of Lakewood
 - iv. Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue)
 - v. All municipalities or special district that becomes a party to this Agreement
 - I. "Non-Member Agency" shall be any entity receiving communication services which is not a Member Agency and which is not or does not become a Party to this Agreement.
 - J. "Service Specific" shall relate to projects that address the needs of only law enforcement, or only fire service.
 - K. "Transition Date" shall be June 30, 2012 or such other date as may be set by the Policy Board for the transfer to South Sound 9-1-1 of LESA's personnel, functions, assets and liabilities. The Policy Board may authorize interim transfers before the Transition Date.
- 5. Provision of Communications Services.**
- A. The Agency shall be responsible for providing communications services pursuant to this Agreement either directly, or by contract or similar agreement or arrangement.
 - B. The Agency, through the Policy Board, may contract with Non-Member Agencies to provide South Sound 9-1-1 services. These Non-Member Agencies shall pay Fees for these services as established by the Policy Board.

6. Personnel.

- A. For those employees of LESA who as of the Transition Date become employees of South Sound 9-1-1, all existing collective bargaining agreements, personnel rules and regulations, civil service system, accrued benefits and other legal rights of such former employees of LESA shall be honored by South Sound 9-1-1. Former LESA employees who were members of the Tacoma Employees Retirement System shall remain such as South Sound 9-1-1, and former LESA employees who were members of the Washington State Public Employees Retirement System (PERS) will remain such. New hires will be in PERS. The Executive Director of LESA shall become the Interim Executive Director of South Sound 9-1-1 until a permanent director is selected.
- B. All personnel who are employees of the Agency will be subject to any employment rules and regulations that may subsequently be adopted by the Policy Board, except as these may be modified by collective bargaining agreements or this Agreement. The Policy Board shall be responsible for ratification of collective bargaining agreements for Agency employees.

7. Policy Board.

- A. There is hereby established a Policy Board consisting of the following members who are signators of this agreement or their designee:
 - i. One member of the Pierce County Council.
 - ii. Pierce County Executive.
 - iii. The Mayor of Tacoma.
 - iv. One member of the Tacoma City Council.
 - v. The Mayor or City Councilmember from Lakewood.
 - vi. The Pierce County Sheriff.
 - vii. One Mayor or city councilmember representing cities with member agencies previously having PSAP status, (annually rotate the city doing the representing).
 - viii. One Councilmember representing member agencies' cities with population under (50,000) fifty thousand residents.
 - ix. One Fire Commissioner from West Pierce Fire & Rescue.
- B. The responsibilities of the Policy Board shall be as follows:
 - i. Develop appropriate board governance procedures, such as by-laws, and appoint a Chair.
 - ii. Budget approval.
 - iii. Approval of contracts in excess of \$50,000.00 as recommended by the Executive Director.
 - iv. Approval of policies for expenditures of budgeted items, personnel, travel and training for the Agency.
 - v. Confirming appointment of the Executive Director as recommended by the Combined Operations Board. In the event of a tied vote on the Combined Operations Board regarding termination of the Executive Director, the Policy Board may remove the Executive Director by majority vote.
 - vi. Setting the salary range for the Executive Director.

- vii. Reviewing and/or changing the Funding Formula as necessary to assure fair and equitable funding of the Agency.
- viii. Ratification of Collective Bargaining Agreements for Agency employees.
- ix. Adoption of personnel rules and regulations for Agency employees.
- x. Setting Assessments and Fees.

8. Combined Operations Board.

- A. There is hereby established a Combined Operations Board under authority of the Policy Board. The members of the Combined Operations Board will be the members of the Law Enforcement Services and Fire Services Committees. Each committee will have (1) one vote. If the Combined Operations Board cannot reach consensus, the deciding vote will be cast by the Policy Board.
- B. The responsibilities of the Combined Operations Board shall be as follows:
 - i. Develop appropriate board governance procedures, such as by-laws, and appoint a Chair.
 - ii. Recommend appointment of the Executive Director subject to confirmation by the Policy Board.
 - iii. Supervise the Executive Director, through its Chair, to include an annual performance appraisal. Terminate the Executive Director, when appropriate. In the event of a tied vote on the Combined Operations Board regarding termination of the Executive Director, the Policy Board may remove the Executive Director by majority vote.
 - iv. Develop operational priorities, policies and procedures.
 - v. Review requests for additional communications services and determine if such services should be provided. If approved by a majority of the Combined Operations Board, provide the Policy Board with the recommendation and cost for the additional services.
 - vi. Ensure that the law enforcement service data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in the Revised Code of Washington.
 - vii. Ensure that the fire service data communications network and any Protected Health Information Records received by means of such network shall be used solely for the purposes of providing medical treatment or for the purposes defined within State and Federal law.
 - viii. Any action by the Combined Operations Board requires at least 1 representative from each service.
 - ix. Set the salary of the Executive Director within the range established by the Policy Board

9. Law Enforcement Services Committee.

- A. There is hereby established a Law Enforcement Services Committee under authority of the Combined Operations Board consisting of the following members or their designee:
 - i. Pierce County Sheriff's designee.
 - ii. Tacoma Police Chief.

- iii. Lakewood Police Chief.
- iv. One (1) Law Enforcement representative for each jurisdiction that joins the Agency.

B. The responsibilities of the Law Enforcement Services Committee shall be as follows:

- i. Make recommendation on operational priorities, policies and procedures related to law enforcement specific issues.
- ii. Make recommendation on operational priorities, policies and procedures related to the Law Enforcement PSAP.
- iii. Recommend any necessary rules and regulations governing access to, security for, and operation of the data communications network and any Criminal Justice Records Information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of the Revised Code of Washington.

C. Voting:

- i. Voting within the Law Enforcement Committee will be determined by the number of Law Enforcement commissioned officers within a Member's Agency compared to the total number of Law Enforcement commissioned officers represented by the whole Law Enforcement Services Committee.

10. Fire Services Committee.

A. There is hereby established a Fire Services Committee under authority of the Combined Operations Board consisting of the following members or their designee:

- i. Tacoma Fire Chief.
- ii. West Pierce Fire & Rescue Chief.

B. The responsibilities of the Fire Services Committee shall be as follows:

- i. Make recommendation on operational priorities, policies and procedures related to fire service specific issues.
- ii. Make recommendation on operational priorities, policies and procedures related to the Fire Services PSAP.
- iii. Recommend any necessary rules and regulations governing access to, security for, and operation of the data communications network and any Protected Health Information Records received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of State and Federal law.

C. Voting:

- i. Voting within the Fire Services Committee will be determined by the number of uniformed Fire Personnel within a Member's Agency compared to the total number of uniformed Fire Personnel represented by the whole Fire Services Committee.

11. Executive Director.

A. There shall be an Executive Director of the Agency appointed by the Combined Operations Board subject to confirmation by the Policy Board. The Executive Director shall be selected upon the basis of administrative and technical competence.

B. The responsibilities of the Executive Director shall be as follows:

- i. Administration, budget, Agency personnel, dispatching, records, communications, security and other Communications Center Functions in conformance with the policies of the Combined Operations Board.
- ii. Work with the Combined Operations Board to prepare and present a proposed budget to the Policy Board for approval.
- iii. Have the authority to employ, supervise and terminate Agency employees subject to Agency procedures and policies set forth by the Policy and Combined Operations Board.
- iv. Other, as determined by the Policy Board.

12. Equipment. Subject to Section 16D, radio systems infrastructure and end user subscriber units shall be owned by the Member Agencies that operate them, unless otherwise agreed to in writing. All other assets acquired by the Agency through purchase or contributions shall be owned by the Agency for the benefit of the Parties, unless otherwise agreed to in writing.

13. Records Reports and Information. Records reports and information are an essential aspect of law enforcement and fire services response to emergencies. The new system will contain and link call receiving and dispatch data with operational information systems. This will promote citizen safety, proper level of response and responder safety in any and all 9-1-1 calls.

14. Dissolution. This Agreement may be dissolved by the majority of the then-existing Member Agency Parties who are governmental signatories by vote weighted to represent each signatory's proportion of the total population served. The Parties' obligations, if any, concerning debt or other liabilities shall not be affected by dissolution unless agreed in writing by the Parties. Upon cessation of the Agency for any reason, assets originally contributed to LESA by the City of Tacoma or Pierce County (or the value thereof) shall be returned to the Party contributing the same, assets purchased by LESA (or the value thereof) shall be equally divided between the City of Tacoma and Pierce County. In addition, assets originally contributed by West Pierce Fire & Rescue shall be returned to West Pierce Fire & Rescue. Remaining assets owned by the Agency at the time of cessation may be purchased by a Party to this Agreement at a value as determined by the Policy Board. Property not disposed in the foregoing manner shall be disposed of in the same manner as surplus County property but without Council approval: PROVIDED, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant. All proceeds then remaining shall be divided among the then-existing governmental signatories based upon their proportionate share of the total contributions made by them to South Sound 9-1-1.

15. Budget.

A. The Executive Director, in consultation with the Combined Operations Board, shall present a proposed budget for Policy Board consideration. The proposed budget shall include the

programs and objectives, any changes in the Fees or Assessments, and the required financial participation for each Member Agency and Non-Member Agency for the following year.

- B. The Policy Board shall adopt a proposed budget, and forward a copy of that budget by July 1 for the next year's budget to each Member Agency for their consideration.
- C. The budget process for the Agency shall include a process for public participation prior to final adoption.
- D. The Policy Board shall adopt the final annual budget, including Assessments and Fees, and submit to the Member Agencies by September 1 for the next year's budget.
- E. Member Agency assessments shall be approved through the Member Agency's budget process as applicable.
- F. Member Agency shall be converted to Non-Member Agency; for failure to approve its share of the budget; for nonpayment or delinquency in payment of Fees or Assessments; or for failure to participate in a manner approved by the Policy Board in an approved issuance of bonds. On the date of such conversion, said former Member Agency shall:
 - i. lose its representation on the Policy Board and Service Committees;
 - ii. lose its right to receive a share of the Agency assets upon dissolution of the Agency;
 - iii. become subject to payment of Fees in accordance with the then applicable Fee formula for a Non-Member Agency; and
 - iv. be bound by the terms of the then current Non-Member Agency service contract.The conversion of a Member Agency to a Non-Member Agency shall not discharge or relieve any Member Agency of its obligations to the Agency.
- G. Each Member Agency shall pay its assessment to the Agency in four equal installments payable within 10-days from the beginning of the quarter.

16. Funding.

- A. All the funding for the Agency will be provided through sales and use taxes (1/10th of 1% for Emergency Communications, subject to passage by voters in November 2011), the 20 cent Enhanced 9-1-1 taxes, grants, contracts, Member Agency and Non-Member Agency service Fees. An additional funding source available is Member Agency Assessments, which are assessed only if approved as described in the budget process above.
- B. All of the sales and use tax collected by the County under the authority of RCW 82.14.420 shall be distributed to the Agency and specifically and exclusively allocated for the purposes of construction, Agency operations and maintaining Agency facilities including debt service on bonds issued for such purposes.
- C. At the sole discretion of the Pierce County Council, Pierce County will issue bonds to finance capital assets for the Agency, but only after the following conditions have been satisfied: (1) The first priority for distribution of the new 1/10th of 1% sales and use tax will be for debt

service payments on such bonds; (2) The debt service payments on such bonds for the year in which the bonds will be issued have been included in the budget for that year in the manner specified in Section 15; and,(3) All Member Agencies through a formal signed agreement have committed to (a) including the debt service payments on such bonds in the budget each year in the manner specified in Section 15 and (b) making their share of debt service payments on such bonds should either the new 1/10th of 1% sales and use tax for any reason not generate adequate revenues to make such debt service payments or should the new 1/10th of 1% sales and use tax for any reason cease.

- D. All capital assets of the Agency financed with bond proceeds will be owned by Pierce County for as long as the bonds are outstanding for use by the Agency in accordance with this Agreement. Disposal and/or lease of such capital assets will be in accordance with established policies and procedures of Pierce County. IRS post issuance compliance will be the responsibility of Pierce County in accordance with its established policies and procedures. After such bonds are no longer outstanding, such assets shall be owned in accordance with Section 12.
 - E. Such Agency facilities shall include, but not be limited to, two redundant communications dispatch centers, a metropolitan emergency operations center co-located with the fire services dispatch center, and supporting radio communications infrastructure.
 - F. The Funding Formula for assessments, if necessary, will be determined by the Policy Board. Assessments will generally be based on usage.
 - G. Beginning in 2012, if in any year revenues from sales and use taxes, 9-1-1 taxes, and contracts exceed expenditures for budgeted items and funds placed in reserve, the Policy Board may refund all or part of Member Agency Assessments paid after January 1, 2012.
 - H. An operating reserve shall be created in an amount to be determined by the Policy Board.
 - I. An equipment replacement fund shall be created in an amount to be determined by the Policy Board.
- 17. Support Services.** Pierce County shall act as fiduciary agent of the Agency. The Policy Board (or the Executive Director, if so designated by the Board) shall, as necessary, direct the Agency to provide in-house or contract as appropriate for staff and auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing and data processing. Before such services are provided, the Agency and the service provider shall develop and execute service level agreements for the requested services, and the method of determining the direct and indirect costs for the services. The cost of the requested services shall be invoiced on a monthly, quarterly or other periodic basis as approved by the Agency and the service providers.
- 18. Admission of New Parties.** Additional Member Agencies may be added as Parties to this Agreement upon such terms and conditions as determined by the Policy Board. The admission of such additional Member Agencies as Parties shall be by written addendum to this Agreement, signed by the Chair of the Policy Board and the new Member Agency Party.
- 19. Amendments.** Amendments to this Agreement may be made by written agreement of all Parties hereto.

20. **Arbitration.** Any controversy between the Parties in regard to the application or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with the Revised Code of Washington Chapter 7.04A.
21. **Insurance.** The Agency will contract for general liability insurance to an amount the Policy Board deems necessary, not less than one million dollar liability limit.
22. **Indemnification.** Each Party shall defend, indemnify, and hold each other harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities damages, penalties, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from damage to property or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, servants, agents, or officers elected or appointed. The foregoing indemnity specifically covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party or Parties entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.
23. **Agreement Dependent Upon Voter Approval of Sales and Use Tax.** This Agreement shall take effect, and the Agency shall come into being, only upon certification of voter approval in November 2011 of a proposition to increase sales and use tax by 1/10 of one percent as provided for by Chapter 82.14.420 RCW.
24. **Duration of Agreement.** Assuming the condition of Section 23 is satisfied, this Agreement shall be for a minimum term of one year commencing January 1, 2012 and ending December 31, 2012 and, unless terminated or modified, it shall continue in effect for subsequent terms of one year: PROVIDED, any party may withdraw from this Agreement by giving written notice to all parties and the Policy and Combined Operations Boards prior to June 1 of the then current term of its intent to withdraw at the close of such term. A withdrawing party shall remain liable for any obligations incurred by the Agency which occurred during the time the withdrawing party was a party. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party. PROVIDED FURTHER the Agency has the authority to terminate any non-performing Member Agency Party from this Agreement.

NOTE: EACH PARTY WILL SIGN A SEPARATE SIGNATURE PAGE.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

PIERCE COUNTY:

Approved as to legal form only:

By _____
Deputy Prosecuting Attorney Date

Recommended:

By _____
Budget & Finance Date

Approved:

By _____
Department Director Date
(less than \$250,000)

By _____
Pierce County Executive Date
(\$250,000 or more)

CITY OF TACOMA

Eric A. Anderson
City Manager

Michelle Lewis-Hodges
IT Director

Robert Biles
Finance Director

Debbie Dahlstrom, Risk Manager

Approved as to Form:

Martha P. Lantz
Deputy City Attorney

Attest:

Doris Sorum, City Clerk

Tacoma City Council Resolution No. _____ adopted _____

CITY OF LAKEWOOD

Andrew Neiditz, City Manager

Dated: _____

Attest:

Alice Bush, MMC, City Clerk

Dated: _____

Approved as to Form:

Heidi Ann Wachter, City Attorney

Dated: _____

SIGNED THIS _____ DAY OF _____, 2011;

WEST PIERCE FIRE & RESCUE

Chair

Vice Chair

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

District Secretary