



**LAKWOOD CITY COUNCIL AND  
WEST PIERCE FIRE & RESCUE BOARD  
JOINT MEETING AGENDA**

Monday, April 8, 2019

7:00 P.M.

City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499



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Page No.

**CALL TO ORDER**

**ROLL CALL**

- (2) 1. Review of South Sound 911 Proposed Transition of Organizational and Governance Structure. – *Mr. Andrew Neiditz, Executive Director*

**ADJOURNMENT**

*The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

# South Sound 911

## Proposed Transition of Organizational and Governance Structure

A briefing for  
Lakewood City Council  
and  
West Pierce Fire & Rescue Board

April 8, 2019

Presenters:

Andrew Neiditz, Executive Director, SS911

Peter Beckwith, General Counsel, SS911

Karen Reed, Karen Reed Consulting LLC

# Overview of Briefing

- Potential transition of South Sound 911's corporate structure from a governmental administrative agency formed under the Interlocal Cooperation Act to a Public Authority ("PDA") chartered by the City of Tacoma
- Proposed change to the governance structure of South Sound 911
- These recommendations have been developed by an executive team of representatives from all 6 governments party to the current South Sound 911 Interlocal Agreement, with input from member agencies:
  - Pierce County -- Don Anderson, County Executive's Office Senior Counsel
  - City of Tacoma -- Steve Victor, Deputy City Attorney
  - City of Lakewood -- John Caulfield, City Manager
  - City of Fife -- Hyun Kim, City Manager
  - West Pierce Fire & Rescue -- Jim Sharp, Chief
  - City of Puyallup -- Kevin Yamamoto, City Manager

# What is South Sound 911?

- South Sound 911 provides emergency communications services to all police and fire agencies in Pierce County.
- It also provides law enforcement records services.
- South Sound 911 is currently formed as a governmental administrative agency created under the Interlocal Cooperation Act pursuant to an agreement among the jurisdictions of:
  - Pierce County
  - City of Tacoma
  - City of Lakewood
  - West Pierce Fire District
  - City of Puyallup
  - City of Fife

# Why explore a new governance model?

- Ownership and operation of dispatch facilities has evolved
- Current joint board structure does not provide the liability protection for members from South Sound 911 operations that a separate legal entity structure offers
- Opportunity to have more representative governing board
- Move to more traditional governance model in terms of selection and oversight of Executive Director –clearer lines of authority, reduced opportunity for conflict
- Clarify ability of South Sound 911 to own property and have other powers of a separate legal entity
- Facilitate future issuance of debt by South Sound 911 (none currently planned)

# ILA Executive Group process:

- Look at what other 911 agencies have done
- Develop corporate structure that will provide additional legal protection and true joint oversight of operations
- Develop agreed upon goals and principles for governance
- Review options consistent with those goals and principles
- Select a preferred option
- Present recommendations for feedback

# Why select the Public Authority (PDA) model?

- Limited number of options available under State law that can provide joint oversight and management by multiple governments of a single governmental operation.
- Limited number of such options are also clearly a separate legal entity. (partnership, nonprofit corporation, and PDA)
- PDAs have been in existence in Washington since the 1970s. This is a tried and true model for governmental operations.
- Some other regional communications centers have also chosen this model.

# Key points about the PDA form:

- PDAs do not have eminent domain or taxing authority.
- PDAs are separate legal entities under State law with the ability to own property, enter into contracts, and provide statutory protection from liability from the chartering entity. PDAs must be chartered by a single City or County
- The chartering agency retains right to approve changes to the charter, and to approve dissolution of agency.
- PDAs can issue debt – typically secured by program or operating revenues.
- The current South Sound financing structure – revenues pledged, commitments of the six parties and other member agencies— **does not change**
- Tacoma is recommended to be the chartering agency.



# Current SS911 governance structure

## Policy Board

**10 Members**—representatives from the 6 ILA signatories, plus 1 rep for cities with population under 50,000

**County – 3 seats**

*Executive, Council,  
Sheriff*

**Tacoma –2 seats**

*Mayor, Council*

**Lakewood, Fife,  
Puyallup, West Pierce Fire  
& Rescue – 1 seat each**

*Mayors, Fire Commissioner*

**Cities under 50K –  
1 seat appointed by  
Policy Board**

## Operations Board

**Law Enforcement Services  
Committee**

**5 voting members** – County,  
Tacoma, Lakewood, Fife, Puyallup

**Fire Services Committee**

**2 voting members** – Tacoma,  
West Pierce

Both Committees must agree on any recommendation to Policy Board.  
Executive Director is appointed by Operations Board, subject to confirmation.

# Governance Recommendations Overview

## Board of Directors

**11 members** -- 8 representing cities and the County;  
3 representing fire districts

### *Policy rationale:*

- *More inclusive of South Sound 911 customers*
- *Based generally on workload generated by agencies for SS911*
- *All governance authority vested in Board of Directors, rather than shared with Ops Board*

## Operations Committee

**Up to 20 members** – 10 appointed by Agencies; small fire rep appointed by Pierce County Chiefs Assn. Up to 9 additional members nominated by Exec Director in consultation with the PCFCA and PCPCA, confirmed by Board of Directors

*Policy rationale: clearer lines of responsibility, retain avenue to receive operational advice from customers*

# Board of Directors

11 Members	
<b>Cities/County: 8 seats</b>	<b>Fire Districts: 3 seats</b>
<i>Based on relative size of communications assessments:</i>	
2 largest jurisdictions each get 2 seats	2 largest districts each get 1 seat
3 <sup>rd</sup> & 4 <sup>th</sup> largest jurisdictions each get 1 seat	All other fire districts share 1 seat <i>(appointed by Pierce County Fire Commissioners Assn.)</i>
5 <sup>th</sup> , 6 <sup>th</sup> and 7 <sup>th</sup> largest jurisdictions share 2 seats <i>These members also represent all smaller cities</i>	

# Executive Board Appointing Authority in 2019 based on 2019 SS911 Communications Assessments:

<i>As among City and County Contract Agencies</i>	<i>Board Seats</i>	<i>As among Fire District Contract Agencies</i>	<i>Board Seats</i>
Tacoma City Council	2	Central Pierce Fire District Board of Commissioners	1
Pierce County Council	2	West Pierce Fire District Board of Commissioners	1
Lakewood City Council	1	Pierce County Fire Commissioners Association Board	1
Puyallup City Council	1		
Joint agreement of legislative authorities of Fife, Sumner and Bonney Lake	2		

# Additional proposed terms for Board of Directors

- Selection of members by legislative bodies, unless local rules dictate otherwise.
  - Small fire district board seat selected by Pierce County Fire Commissioners Association.
  - Joint resolution for joint representation.
- Board members must be elected officials.
- Each Board member has one designated Alternate.
- Alternates must be an elected official or chief admin. officer or police or fire chief or someone directly reporting to these individuals.
- 3-year terms; no term limits.
- Each board member has one vote except on supermajority vote items.

# Proposed supermajority vote items:

- Issuing debt (by the PDA or a Member Agency on behalf of the PDA).
- Appointment of the Executive Director (but not firing).
- Amending the PDA charter or bylaws.
- Expanding the scope of services to be provided by the PDA.
- Merger, consolidation or dissolution of the PDA or sale of all or substantially all of its assets.
- Acquisition or long-term (20 or more years) lease of real property.

# Supermajority Voting

- A “Supermajority Vote” requires approval of not less than two-thirds/66% of the Weighted Vote of all Members of the Board.
- A “Weighted Vote” is one in which each Board Member’s vote is counted according to the proportion his or her appointing agency’s communications assessment (per the then current SSg11 budget), bears to the total communications assessments payable for such year by all Contract Agencies.

# Next steps: Path to Implementing the Proposal

- Continue gathering feedback
- Finalize proposed documents for shifting to new corporate entity status
- Approval of the new entity by the six current member agencies



# PSCC Project and Financing Update

- Public Safety Communications Center timeline
- Finalize agreement between County and SSg11 for financing and construction
- Timeline for County issuance of bonds

**2019 AMENDED AND RESTATED  
INTERLOCAL AGREEMENT FOR COMMUNICATIONS SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR COMMUNICATIONS SERVICES (this “Agreement”), made and entered into by and among PIERCE COUNTY, the CITY OF TACOMA, the CITY OF LAKEWOOD, the CITY OF FIFE, the CITY OF PUYALLUP and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (“WEST PIERCE FIRE & RESCUE”) (together, the “Parties” and each a “Party”) who are signatories to this Agreement.

**WHEREAS**, prior to November 2011, existing public safety communications systems, including public safety answering point (“PSAP”) facilities and radio system infrastructure, required updating and new technologies to meet future demands; and

**WHEREAS**, the Parties and the residents of Pierce County 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 of the Revised Code of Washington (“RCW”) (the “Interlocal Cooperation Act”), authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

**WHEREAS**, Pierce County is an existing governmental structure encompassing the entire geographic, economic and population region to be served; and

**WHEREAS**, RCW 82.14.420 authorizes a county legislative authority to submit an authorizing proposition to the county voters in order to allow the county legislative authority to fix and impose a sales and use tax for the purpose of providing funds for emergency communications systems and facilities; and

**WHEREAS**, the Pierce County Council submitted such a proposition to the voters on November 8, 2011, and a majority of such voters approved such proposition, enabling the establishment of a new consolidated emergency communications agency; and

**WHEREAS**, RCW 82.14.420 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 must enter into an interlocal agreement with such city to determine how the revenue will be distributed; and

**WHEREAS**, in order to comply with RCW 82.14.420, the original parties thereto entered into an Interlocal Agreement for Communications Services in 2011 (the “2011 Interlocal Agreement”); and

**WHEREAS**, the 2011 Interlocal Agreement established a new emergency communications joint operations agency pursuant to the terms of the Interlocal Cooperation Act known as South

Sound 911 (the “Interlocal Agency”) to provide consolidated communications for all of Pierce County; and

**WHEREAS**, the 2011 Interlocal Agreement was amended in 2013 pursuant to Amendment No. 1 to add the City of Fife as a party; and

**WHEREAS**, the 2011 Interlocal Agreement was subsequently amended and restated in 2014 pursuant to the terms of an Amended and Restated Interlocal Agreement for Communication Services (the 2011 Interlocal Agreement, as amended and restated, the “Original Interlocal Agreement”) to add the City of Puyallup as a party, to make certain clarifying changes, and to provide for the financing and construction of a new consolidated dispatch facility; and

**WHEREAS**, the Interlocal Agency has operated as an independent joint operations agency of the public agencies that were originally or became a party to the Original Interlocal Agreement and receive communication services (the “Member Agencies”); and

**WHEREAS**, after considering a variety of governance models for the Interlocal Agency, the Parties have determined that it is in the best interest of the Member Agencies and other entities receiving services from the Interlocal Agency pursuant to separate service contracts (the “Non-Member Agencies”), to continue to provide joint emergency communications services by reorganizing and reestablishing the Interlocal Agency as a public development authority formed under chapter 35.21 RCW; and

**WHEREAS**, the City of Tacoma has agreed to charter the new public development authority to be known as the South Sound 911 Public Authority, d/b/a/ South Sound 911 (the “Authority” or “South Sound 911”); and

**WHEREAS**, the Parties now desire to further amend and restate the Original Interlocal Agreement to provide for the formation and operation of the Authority and for certain matters related thereto as provided herein;

**NOW THEREFORE**, the Parties agree as follows:

1. **Recitals.** The foregoing recitals, including the definitions set forth therein, are incorporated into and are a part of this Agreement.
2. **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. “Authority” or “South Sound 911” means the public development authority to be chartered by the City of Tacoma to serve as the successor to the Interlocal Agency.
  - B. “Board” means the Governing Board of the Authority, as the same may be constituted from time to time.
  - C. “Charter” means the Charter of the Authority in substantially the form attached hereto, as it may be amended and restated from time to time.

- D. “Communication Services” has the meaning set forth in the Charter.
- E. “County” shall mean Pierce County.
- F. “County Debt” shall mean those limited tax general obligation bonds issued by the County, and to which the County has pledged Sales and Use Tax Revenue collected under RCW 82.14.420, to finance the design, acquisition, construction and equipping of capital assets for the South Sound 911 emergency communication system, including the County’s outstanding Limited Tax General Obligation Bonds, 2012; outstanding Limited Tax General Obligation Bonds, 2013A; and any other limited tax general obligation bonds issued in the future by the County, and to which the County has pledged Sales and Use Tax Revenue collected under RCW 82.14.420, to finance capital assets, including a new Public Safety Communications Center, for the South Sound 911 emergency communication system.
- G. “Interlocal Agency” means the interlocal agency formed pursuant to the Original Interlocal Agreement for the purposes described therein.
- H. “Member Agencies” are the following agencies who are currently or will become Parties to this Agreement:
- i. Pierce County
  - ii. City of Tacoma
  - iii. City of Lakewood
  - iv. Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue)
  - v. City of Fife
  - vi. City of Puyallup
  - vii. All municipalities or special district that becomes a party to this Agreement
- I. “Non-Member Agency” shall be any entity receiving Communication Services and/or Support Services which is not a Member Agency and which is not or does not become a Party to this Agreement.
- J. “Sales and Use Tax” means the sales and use tax approved by the voters and imposed by Pierce County pursuant to RCW 82.14.420 as it may be amended from time to time.
- K. “Sales and Use Tax Revenue” means revenue received from the Sales and Use Tax.
- L. “Support Services” has the meaning set forth in the Charter.

### 3. Purpose; Provision of Services.

- A. The Interlocal Agency was formed to provide Communication Services and Support Services, as applicable, to Member Agencies and Non-Member Agencies either directly or by contract or similar agreement or arrangement.
  - B. The City of Tacoma has agreed to charter the Authority to serve as an independent public development authority pursuant to chapter 35.21 RCW, this Agreement, and its formation documents to provide the services previously provided by the Interlocal Agency.
  - C. The purpose of this Agreement is for the Parties hereto to support the chartering of the Authority by the City of Tacoma, the transition of operations, employees and services previously provided by the Interlocal Agency to the Authority, and to otherwise facilitate the effective reorganization and reestablishing of the Interlocal Agency as a public development authority organized under chapter 35.21 RCW.
  - D. The Parties hereto hereby authorize and approve (i) the chartering of the Authority by the City of Tacoma, (ii) the form of charter for the Authority, a form of which is attached hereto as Exhibit A and incorporated herein by this reference (the “Charter”), which may be modified as determined to be necessary by the City of Tacoma to carry out the purposes set forth in this Agreement; (iii) the transfer of all real and personal property and any and all other equipment, technology, assets and/or funds of the Interlocal Agency to the Authority, (iv) the transfer of all operations, employees and services previously provided by the Interlocal Agency to the Authority; and (v) all acts and things necessary to reorganize and reestablish the Interlocal Agency as a public development authority formed under the terms of chapter 35.21 RCW.
4. **Effective Date.** This Agreement shall become effective as of [REDACTED], 2019 (the “Effective Date”).
5. **Conditions to Reorganization.** The Interlocal Agency shall be reorganized as the Authority subject to the following conditions precedent:
- A. The City of Tacoma shall have chartered the Authority, the Board shall have been appointed as provided in the enabling ordinance authorizing the formation of the Authority and its Charter, and the first organizational meeting shall have been held.
  - B. This Agreement shall have been approved by resolution, ordinance or motion of each of the Parties hereto.
6. **Transition.** Upon satisfaction of the conditions to reorganization as provided herein, at 12:00 a.m. on [REDACTED], 2019 (the “Transition Date”):
- A. All employees of the Interlocal Agency shall become employees of the Authority upon the same terms, conditions, employment rules, and personnel policies then in existence under the Interlocal Agency immediately prior to the

Transition Date, as allowed by law. The Executive Director of the Interlocal Agency shall serve as the initial Director (as defined in the Charter) of the Authority.

- B. All contracts with the Interlocal Agency shall be assigned to the Authority as successor to such entity. Any contract that is not transferrable will be held for renegotiation of the terms to maintain the contracted product or service with the Interlocal Agency.
  - C. All real and personal property and any and all other equipment, technology, assets and/or funds of the Interlocal Agency shall transfer to the Authority. The Parties hereby agree to waive the dissolution provisions in Section 14 of the Original Interlocal Agreement and to have all real and personal property and any and all other equipment, technology, assets and/or funds of the Interlocal Agency which would otherwise be returned to the respective Party or disposed of under such section be transferred to the Authority.
  - D. All existing services and functions provided by the Interlocal Agency will effectively remain unchanged after the Transition Date.
  - E. The Authority staff will maintain its operations in the current the facility subject to future changes by the Board.
  - F. The Interlocal Agency, as created by the Original Interlocal Agreement shall cease to exist, except as otherwise needed to renegotiate any outstanding contracts that may not be immediately assigned to the Authority. On such date the Original Interlocal Agreement shall be amended and restated, in its entirety, by this Agreement.
- 7. Bonds.** Bonds issued by Pierce County in 2012 and 2013 to finance radios and radio system assets shall continue to be subject to the separate financing agreement among the respective Parties as well as the following provisions as contained in Section 12 and Section 16D of the Original Interlocal Agreement and as modified as set forth below in Section 7(A) and Section 7(B), respectively:
- A. Subject to Section 7(B), 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 Authority, as successor to the Interlocal Agency, through purchase or contributions shall be owned by the Authority, as successor to the Interlocal Agency, for the benefit of the Parties, unless otherwise agreed to in writing.
  - B. All capital assets used by the Authority and financed with proceeds of County Debt will be owned by Pierce County for as long as the County Debt issued for the related capital assets are outstanding for use by the Authority in accordance with this Agreement. Any disposal and/or lease of such capital assets will be in accordance with established policies and procedures of Pierce

County. After such County Debt is no longer outstanding, such assets shall be owned in accordance with Section 7(A) hereof.

- C. All capital assets financed with proceeds of County Debt shall be used by the Authority solely for its governmental purposes in operating, maintaining and carrying out governmental functions of providing Communication Services and Support Services in accordance with the Authority's Charter. The Authority shall not make or permit any sale, lease, management or service contract, or other arrangement that provides to any nongovernmental person any special legal entitlement to use the capital assets used by the Authority in providing Communication Services and Support Services and financed with County Debt. Post issuance federal tax compliance with respect to County Debt will be the responsibility of the County in accordance with its established policies and procedures. However, the Authority, as the expected principal user of such capital assets, shall cooperate with the County as reasonably required for the County to maintain the tax exemption for County Debt.

8. **Dissolution.** This Agreement may be dissolved by the majority of the 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, unless otherwise agreed to by the Parties, assets originally contributed/loaned by the City of Tacoma or Pierce County (or the value thereof) shall be returned to the Party contributing the same. In addition, unless otherwise agreed to by the Parties, assets originally contributed/loaned by West Pierce Fire & Rescue, City of Fife or City of Puyallup shall be returned to the respective Parties. Assets held by the Authority shall remain property of the Authority and shall be subject to the dissolution procedures set forth in the Authority's organizational documents. Notwithstanding anything herein to the contrary, equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant.

9. **Funding.** In general, funding for the Authority, as successor to the Interlocal Agency, will be provided through the Sales and Use Tax, \$.20 Enhanced 911 taxes, grants, contracts, service fees, and other funding which may be provided to the Authority from time to time.

- A. Monthly receipts of Sales and Use Tax Revenue collected by Pierce County under the authority of RCW 82.14.420 shall be applied by the County, as the first priority for the use and application of Sales Tax Revenue, to make monthly deposits in the respective debt service funds for outstanding issues of County Debt in the amounts required for the County to pay each regularly scheduled semiannual payment of interest and annual payment of principal when due on County Debt in the current bond year. The remaining Sales and Use Tax Revenue following each such monthly deposit in the debt service funds for County Debt shall be distributed monthly to the Authority, as successor to the Interlocal Agency, and specifically and exclusively allocated

for the purposes set forth in RCW 82.14.420, as it may be amended from time to time, which includes as of the date of this Agreement, providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities, including to pay debt service on bonds issued for such purposes.

B. Debt service payments on County Debt will be included in the Authority's budget. If Sales and Use Tax Revenue is insufficient to fully pay such debt service on County Debt in any bond year, the Authority shall use other legally available revenue sources to reimburse the County for that shortfall as an additional lease payment by the Authority under its lease from the County of the Public Safety Communications Center.

10. **Service Contracts.** The Parties hereto acknowledge and agree that they will enter into service contracts or agreements with the Authority to receive Communication Services, Support Services, and other services from time to time as needed.
11. **Admission of New Parties.** Additional entities may be added as Parties to this Agreement upon such terms and conditions as determined by the Parties.
12. **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 chapter 7.04A RCW.
13. **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.
14. **Duration of Agreement.** The term of this Agreement shall be for a minimum term of one year commencing upon execution by all Parties, and unless terminated or modified, it shall automatically continue in effect for subsequent terms of one year[: PROVIDED, any Party may withdraw from this Agreement by giving written notice to all Parties 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 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.

**15. Miscellaneous Provisions.**

- A. Waiver. No waiver of any breach of this Agreement by the Parties hereto shall be held to be a waiver of any other or subsequent breach. Failure of the Parties to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of the Parties to hereafter enforce each and every such provision.
- B. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.
- C. Public Corporation. The Authority shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority. No creditor or other person shall have any recourse to the assets, credit, or services of the Parties hereto on account of any debts, obligations, liabilities, acts, or omissions of the Authority, unless otherwise agreed in writing by such Party.
- D. Filing of Agreement. This Agreement shall become effective as of the Effective Date after it is duly adopted (by motion, ordinance or resolution) by the legislative authority of the Parties hereto, executed by the Parties hereto and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source.
- E. Notice. Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to the following designated representatives of each Party responsible for administering this Agreement:
- [notice addresses for Parties]
- F. Amendment. This Agreement may be amended by the mutual consent of the Parties hereto. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

- G. Operation of Authority. Each Party hereto further authorizes the City of Tacoma to operate the Authority within its corporate limits to accomplish the purposes of and pursuant to the terms of this Agreement and the Charter.
- H. No Separate Legal Entity. No joint board, separate legal or administrative entity within the meaning of RCW 39.34.030(3) is hereby created pursuant to this Agreement.
- I. Independent Contractor. Each Party to this Agreement is an independent contractor with respect to the subject matter herein. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

- K. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- L. Nondiscrimination. The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.
- M. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**NOTE: EACH PARTY WILL SIGN A SEPARATE SIGNATURE PAGE.**

**Exhibit A**

**FORM OF CHARTER OF THE AUTHORITY  
(attached)**

## South Sound 911 Public Safety Communications Center Agreement

This Interagency Agreement (Agreement) is made and entered into by and between Pierce County (County) and South Sound 911 (SS911) for the purposes of financing, constructing, occupying, and maintaining a new Public Safety Communications Center (PSCC).

NOW THEREFORE, the Parties agree as follows:

1) Project.

- a. The Project consists of the construction and furnishing of the PSCC and related improvements to the existing 35<sup>th</sup> Street Communication Center.
- b. The PSCC will be constructed on a 5.34 acre, County-owned site located at 3580 Pacific Ave S. in Tacoma, Washington and will consist of a 3-story, 75,000 sq. ft. facility that includes a Public Safety Answering Point (PSAP) to house police and fire emergency communications, a municipal emergency operations center (EOC), a public counter area for law enforcement records functions, and related administrative offices.
- c. SS911 has contracted with an architectural team led by CallisonRTKL to design the PSCC using a traditional design/bid/build process wherein the project is expected to be bid in spring 2019, with construction expected to begin in summer 2019.
- d. The total budget for the Project is sixty five million dollars (\$65,000,000).

2) Project Management and Cost Control.

- a. SS911 shall manage the Project.
- b. SS911 and the County will each assign a representative to the Project.
- c. The County representative may attend all Project meetings and have access to all design documents.
- d. During construction, any additive, deductive or cost changes that increase the overall construction bid amount will be provided to the County representative for approval.

3) Financing, Fund Management, and Payment Process.

- a. SS911 requests that the County issue limited tax general obligation (LTGO) bonds in an amount sufficient to provide sixty five million dollars (\$65,000,000) in net proceeds to fund the Project to be repaid from the voter approved sales and use tax for emergency communications systems and facilities imposed pursuant to RCW 82.14.420 (County Debt).
- b. Subject to authorization by the County Council and at the County's sole discretion, the County shall issue LTGO bonds to be repaid from the voter approved sales and use tax imposed pursuant to RCW 82.14.420 to fund the Project as requested by SS911.

- c. Bond proceeds will be retained by the County in its South Sound 911 Bond Construction Fund created and established by Ordinance No. 2012-33s and dedicated to be used to pay Project costs and related financing costs. Payment of Project costs shall be initiated pursuant to a written request for payment submitted by the SS911 representative to the County representative, together with supporting information reasonably requested by the County representative. Any payment request must receive concurrence from the County representative, and County concurrence will be deemed given if no comment is received from the County representative within five (5) business days after the County representative's receipt of a payment request from the SS911 representative.
  - d. Upon execution of the Project construction contract, the SS911 and County representatives will jointly establish the expected expenditure schedule for use of bond proceeds to pay Project costs. This expenditure schedule shall be reviewed periodically and adjusted if needed to maintain its conformance with actual Project activities.
- 4) Ownership, Transfer of Ownership, Lease and Tax Compliance.
- a. All capital assets used by SS911 in accordance with this Agreement that are financed with proceeds of County Debt will be owned by the County for as long as the County Debt issued or incurred for such capital assets is outstanding. Any disposal and/or lease of such capital assets will be in accordance with applicable federal and state laws and regulations, and established County policies and procedures.
  - b. After such County Debt is no longer outstanding, ownership of assets financed with proceeds of County Debt and the County-owned 5.3 acre site located at 3580 Pacific Ave S. in Tacoma, Washington shall transfer to SS911 to the extent permitted under law.
  - c. The County shall lease the PSCC to SS911 for \$xx per year provided that annual revenue from the RCW 82.14.420 sales and use tax remain sufficient to pay the debt service. If annual revenue from the RCW 82.14.420 sales and use tax is insufficient, SS911 shall pay the difference as an additional lease payment. No other payment to the County for use of the PSCC is contemplated by this Agreement.
  - d. All capital assets financed with proceeds of County Debt shall be used by SS911 solely for its governmental purposes in operating, maintaining and carrying out the governmental functions of the PSCC. SS911 shall not make or permit any sale, lease, management or service contract, or other arrangement that provides to any nongovernmental person any special legal entitlement to use the capital assets comprising the PSCC and financed with County Debt. Post issuance federal tax compliance with respect to County Debt will be the responsibility of the County in accordance with its established policies and procedures. However, SS911, as the expected principal user of the PSCC, shall cooperate with the County as

reasonably required for the County to maintain the tax exemption for County Debt.

5) Maintenance, Operating, and Repair and Replacement Reserve Costs.

- a. While under County ownership, SS911 will be responsible for all maintenance and operating costs to include utilities for the PSCC at a level of maintenance to be agreed upon by the Parties. In addition, SS911 shall establish and fund an appropriate repair and replacement reserve in anticipation of future needs at PSCC.

6) Dispute Resolution.

- a. Any disputes not resolved by the SS911 and County representatives will be referred to the County Executive and SS911 Executive Director. If not resolved within five business days, the dispute shall be elevated to the SS911 governing board for resolution by majority vote, which shall be final.

7) Indemnification

- a. SS911 shall defend, indemnify, and hold harmless the County 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 SS911's breach of this Agreement or the negligent actions or omissions of SS911, or its employees, servants, agents, or officers elected or appointed.
- b. The County shall defend, indemnify, and hold harmless SS911 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 the County's breach of this Agreement or the negligent actions or omissions of the County, or its employees, servants, agents, or officers elected or appointed.

8) Assignment

- a. In the event that SS911 changes its form of governance, this Agreement shall automatically assign to the successor agency.

9) Duration

- a. This Agreement shall be in effect until all terms have been completed.