

INTERLOCAL AGREEMENT REGARDING SOUTH SOUND 911

THIS INTERLOCAL AGREEMENT REGARDING SOUTH SOUND 911 (this “Agreement”), dated as of _____, 2019 (the “Effective Date”), is 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”).

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, 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 has been amended to add the City of Fife and the City of Puyallup as parties thereto (as amended, the “Original Interlocal Agreement”); 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 enter into this Agreement 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 of the Interlocal Agency as a public development authority; and

WHEREAS, after the transition of operations, employees, and services from the Interlocal Agency to the Authority, the Original Interlocal Agreement shall terminate and the Interlocal Agency shall dissolve as set forth 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, a form of which is attached hereto as Exhibit A, as it may be amended and restated from time to time.
 - D. “Communication Services” has the meaning set forth in the Charter.
 - E. “County” means Pierce County.
 - F. “Dissolution Date” has the meaning set forth in Section 6 of this Agreement.

- G. "Interlocal Agency" means the interlocal agency formed pursuant to the Original Interlocal Agreement for the purposes described therein.
- H. "Support Services" has the meaning set forth in the Charter.
- I. "Transition Date" has the meaning set forth in Section 6 of this Agreement.

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 and its formation documents to provide the services previously provided by the Interlocal Agency.
- C. The purpose of this Agreement is to facilitate the transition of the assets, employees, powers and liabilities of the Interlocal Agency to the Authority and to subsequently terminate the Original Interlocal Agreement and dissolve the Interlocal Agency.

4. Authorization. The Parties 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; (iii) the transfer of all 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 effectively reorganize and reestablish the Interlocal Agency as a public development authority formed under the terms of chapter 35.21 RCW.

5. Conditions. Notwithstanding anything to the contrary in this Agreement, the transition as contemplated herein on the Transition Date and the dissolution of the Interlocal Agency on the Dissolution Date shall be 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 each of the Parties hereto.
- C. The County and the Authority (and other parties as determined to be necessary) shall have authorized one or more agreements for the distribution

of revenue from (i) the sales and use tax approved by the voters and imposed by the County pursuant to RCW 82.14.420, as it may be amended from time to time, and (ii) the enhanced 911 excise tax imposed by the County pursuant to chapter 82.14 RCW, as it may be amended from time to time.

- 6. Transition and Dissolution Dates.** The Parties hereby authorize the Board to determine, in its sole discretion, a transition date (the “Transition Date”) and a subsequent dissolution date (the “Dissolution Date”) for the Interlocal Agency. Such dates shall be established by resolution of the Board and approved by majority vote.

The Transition Date and the Dissolution Date shall be dates that are determined by the Board to be in the best interest of the Interlocal Agency to facilitate its transition to the Authority; provided, however, such dates shall occur prior to December 31, 2019. If the transfer and dissolution contemplated herein shall have not occurred by such date, the Interlocal Agency shall continue to exist and operate under the terms of the Original Interlocal Agreement until further action is taken by the Parties hereto.

- 7. Transition.** At 12:01 a.m. on 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 and leases 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 property and any and all other equipment, technology, assets and/or funds of the Interlocal Agency shall transfer 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 facility subject to future changes by the Board.

- 8. Dissolution; Waiver.** Pursuant to Section 14 of the Original Interlocal Agreement, the Parties hereto agree that on the Dissolution Date the Original Interlocal Agreement shall be dissolved and from such date the Interlocal Agency shall terminate and cease to exist, except as otherwise needed to negotiate any outstanding contracts that may not be immediately assigned to the Authority and otherwise wind up its affairs.

The Parties further agree to waive the dissolution provisions in Section 14 of the Original Interlocal Agreement and to have all 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.

9. **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.

10. **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 affected or impaired thereby.

C. Filing of Agreement; Term. This Agreement shall become effective as of the Effective Date after it is duly adopted 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.

The purpose of this Agreement is to facilitate the transition of the assets, employees, powers and liabilities of the Interlocal Agency to the Authority and to subsequently terminate the Original Interlocal Agreement and dissolve the Interlocal Agency. After such actions have been accomplished, this Agreement shall terminate without further action of the Parties hereto.

D. 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.

E. Operation of Authority. Each Party hereto further authorizes the City of Tacoma to operate the Authority within its corporate limits.

F. 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.

- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which 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