



200711070510 9 PGS  
 11/07/2007 2:26pm \$0.00  
 PIERCE COUNTY, WASHINGTON

When Recorded, Return To:

City of Tacoma  
 City Clerk's Office  
 747 Market Street, Room 220  
 Tacoma WA 98402-3769

*DUPLICATE*  
**ORIGINAL**

<b>DOCUMENT TITLE</b> Interlocal Agreement with City of Puyallup
<b>Grantor</b> City of Tacoma
<b>Grantee</b> City of Puyallup
<b>Description</b> Interlocal Agreement for the City of Tacoma and City of Puyallup to link their respective 800 MHz subsystems together to form a regional network; and authorizing the City to provide management and technical services to City of Puyallup related to public safety communications.
<b>Reference Number</b>
<b>Assessor's Parcel Number</b>

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF TACOMA  
AND  
CITY OF PUYALLUP**

**THIS INTERLOCAL AGREEMENT**, is made and entered into on this 18<sup>th</sup> day of SEPTEMBER, 2007 by and between the CITY OF TACOMA, (hereinafter "Tacoma"), and CITY OF PUYALLUP, (hereinafter "Puyallup"), hereinafter referred to collectively as "Parties".

**RECITALS**

**WHEREAS** RCW 39.34, the Interlocal Cooperation Act, authorizes agreements between jurisdictions, and

**WHEREAS** the Parties agree to form a partnership to support the development of a radio communications interoperability network by utilizing common technical standards, using common radio systems linked with other regional public safety systems, and use of dispatch centers linked to a common network, and

**WHEREAS** the Parties further agree to build and operate a common interoperable radio communications network by a phased expansion of the existing City of Tacoma 800 MHz public safety radio network and creation of a new City of Puyallup 800 MHz public safety radio network with the two networks interfaced to the Tacoma Master Site. The combined network shall be referred to as the Metropolitan Pierce County Regional Network, or Metro, and

**WHEREAS** other public safety agencies, public service agencies or entities associated with public safety or first responder activities are encouraged to participate in the network as described herein, and

**WHEREAS** the Parties shall collaborate with each other pursuant to this Agreement to assure successful project implementation, and

**WHEREAS** Puyallup desires Tacoma to provide services and technical support of the Puyallup 800 MHz Radio Communications Network and associated equipment for which Puyallup agrees to reimburse Tacoma for its actual expenses, and

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

1. **PURPOSE.** The purpose of this Agreement is to implement and operate a service and technical support capability for the Puyallup portion of a common 800 MHz radio communications interoperability network for use by the Parties and other Participating Agencies as the Parties shall from time to time authorize.

**ORIGINAL**

2. **TERM.** The term of this Agreement shall be indefinite and shall continue from year to year until terminated earlier by mutual agreement of the Parties, by notice of termination, in writing, given by one party to the other.
3. **ANNUAL REVIEW.** Tacoma and Puyallup agree that Information Technology Departments for the parties will annually review the effectiveness of this Agreement on or about the anniversary date of this Agreement.
4. **AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of both parties.
5. **FINANCING.** Each party shall bear its own cost in relation to their individual public safety radio system. Puyallup shall reimburse Tacoma on an actual cost basis for all services and technical support provided to Puyallup. Payments shall be made within thirty (30) days of invoice date.
6. **PROPERTY.** No real property will be acquired or held pursuant to this Agreement.
7. **FILING.** A copy of this Agreement shall be filed with the Secretary of State, the City Clerk of Tacoma, the City Clerk of Puyallup, provided, however, that failure to file shall not affect the validity of this Agreement.
8. **GENERAL PROVISIONS.** This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior Agreement shall be effective for any purpose. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of the Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
9. **SPECIFIC PROVISIONS.** The specific terms and conditions for the common 800 MHz public safety communications and interoperability network are attached hereto and incorporated herein by reference as Exhibits "A" and "B" as follows:

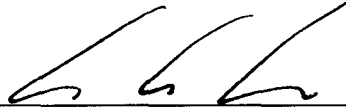
Exhibit A: Responsibilities of the Parties

Exhibit B: Talkgroup Agreement

Attachment 1: Metropolitan Public Safety Communications Steering  
Committee Charter

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

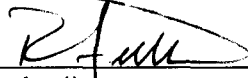
**CITY OF TACOMA**

  
\_\_\_\_\_  
Eric A. Anderson  
City Manager

**CITY OF PUYALLUP**

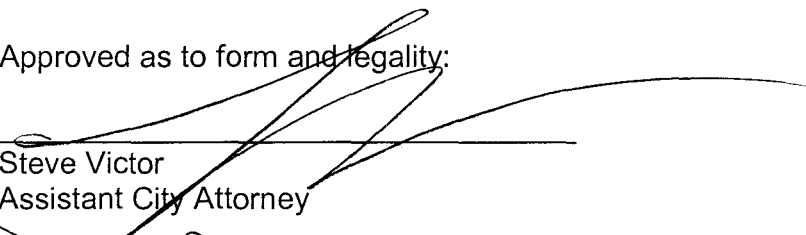
See attached City of Puyallup  
Contract Signature Page


Countersigned:

*MAH*   
\_\_\_\_\_  
Rey Arellano  
Assistant City Manager and CIO

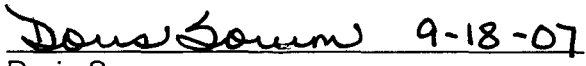
  
\_\_\_\_\_  
Joe Delaney  
Interim Finance Director *JD*

Approved as to form and legality:

  
\_\_\_\_\_  
Steve Victor  
Assistant City Attorney

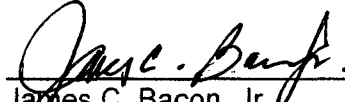
  
\_\_\_\_\_  
Debbie Dahlstrom  
Risk Manager

Attest:

 9-18-07  
\_\_\_\_\_  
Doris Sorum  
City Clerk

**CITY OF PUYALLUP**

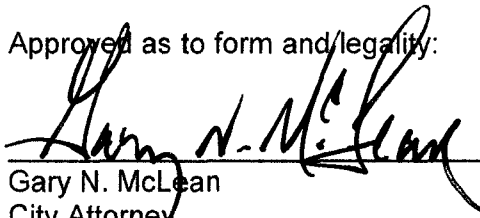
Approved by the City Council 7/16/07

  
\_\_\_\_\_  
James C. Bacon, Jr.  
City Manager

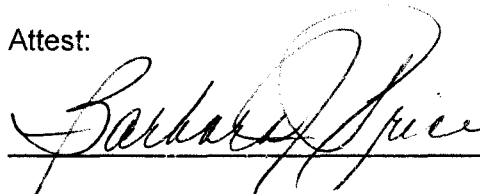
**CITY OF TACOMA**

See attached City of Tacoma  
Signature Page

Approved as to form and legality:

  
\_\_\_\_\_  
Gary N. McLean  
City Attorney

Attest:

  
\_\_\_\_\_  
Barbara J. Price  
City Clerk

## EXHIBIT "A"

### RESPONSIBILITIES OF THE PARTIES

#### 1. General:

Under this Agreement, Tacoma utilizes an existing 800 MHz public safety radio network including Master Site and Puyallup will implement a 800 MHz public safety radio network, including Prime Site. The Parties shall link the two networks on the Interface date by microwave. Each Party shall pay 50% of costs associated with implementing the microwave equipment. Both Parties intend to expand their individual subsystems using a phased approach. Each party is responsible for all design, implementation, operating, replacement and other costs associated with its own subsystem.

Operating and Oversight Agreement. The Parties shall create an Operating and Oversight Agreement to further outline the personnel, duties, responsibilities, maintenance and operating standards and other items necessary for proper operation of the System. This Agreement, once established is incorporated herein by reference.

Other Participating Agencies. Other public safety agencies, public service agencies or entities associated with first responder or public safety activities, may use the System as authorized by the Parties. Each Participating Agency shall be bound by the terms and conditions as outlined in the Party's individual participating Agency Agreements.

The Parties shall provide periodic updates to the Metropolitan Public Safety Communications Steering Committee (Metro Steering Committee) whose charter is attached to this Agreement for reference.

#### 2. To be provided by Tacoma:

Management. The City of Tacoma, Information Technology / Public Safety Communications Department Manager shall fulfill the role of network manager under the terms of this Agreement, and shall coordinate communications among the Parties.

Technical Services. Tacoma agrees to hire, train, supervise and provide a full time Communications System Technician (CST), who is mutually acceptable to both Parties, for the purpose of dedicated technical support for the Puyallup 800 MHz radio system infrastructure, associate microwave and/or fiber-optic equipment, associated Gold Elite dispatch equipment, operating software and Motorola subscriber (mobile, portable and control station) radios. The CST is subject to representation by Union Local 483.

These services shall include:

- Monitoring performance of the combined subsystems for normal operations, particularly the performance of the Master Site control equipment;
- Providing periodic reports to the Parties on the operation of the system and any issues that need review, input or decision;
- Conducting the monthly Controller switch and periodic database backups;
- Providing periodic dispatch console updates;

- Maintaining and disseminating an updated Master ID Assignment Table from its subsystem data and from Puyallup subsystem data provided by the Puyallup CST.

Duties of the CST shall include:

- Attending Puyallup design and review meetings with Motorola to ensure complete integration with existing Tacoma Master Site.
- Assist with and perform technical duties relating to the System during and after the Puyallup Implementation.
- Assisting with and when necessary creating radio channel templates and channel selection for City of Puyallup departments.
- Installation coordination and programming duties for City of Puyallup subscriber installation.
- Training support for City of Puyallup departments.
- Available during normal working hours and on call after hours in case of system error, or malfunction.
- Perform duties as outlined in the Communications System Technician classification specification incorporated herein by reference.
- Other duties related to preparation, planning and implementation of the City of Puyallup 800 MHz radio system, consistent with Local 483 guidelines.

**3. To be provided by Puyallup:**

Compensation to Tacoma for all wages, including overtime, benefits and associated personnel and overhead costs associated with the CST throughout the term of this Agreement. Payments shall be made within thirty (30) days from invoice date.

For purposes of budget, the anticipated expense for regular wages and benefits associated with the CST is \$97,400 and \$99,900 respectively for 2007 and 2008. The amount shall be prorated to coincide with the hiring of the CST. These amounts are subject to increase thereafter due to increase of compensation as ratified by Union association and approval by Tacoma City Council and/or as a result of negotiated benefits. These amounts do not include any necessary overtime, which is subject to compensation to Tacoma; yet, its costs at this time cannot be known. Puyallup shall pay all costs associated with overtime compensation.

Puyallup and Tacoma agree to review CST expenses on a periodic basis and make adjustments to this Agreement if deemed necessary by both Parties.

Provide a mutually agreeable take home service vehicle for exclusive use by the CST to perform the duties outlined by the Parties in this Agreement.

Provide all parts, boards, software, tools and other equipment or devices necessary for the CST to perform the duties as outlined by the Parties in the Agreement. Upon expiration of system, equipment and subscriber factory warranties, Puyallup shall continually maintain board replacement and 24x7 factory telephone support contracts for all equipment supported by the CST.

#### **4. Miscellaneous:**

Final Software Enhancement Release (SER). The final SmartZone SER is anticipated to be available in 2008. Each Party agrees, at its own cost, to install the final SER and to coordinate the installation to minimize service interruption.

Performance Review. The Parties shall meet regularly to review performance of the CST and this Agreement, of the CST and from time to time make adjustments as both deem necessary for improvements.

Termination of Technical Services. Either Party may terminate the Technical Services provision of this Agreement by notice of termination in writing given by the terminating Party to the other. Except as provided under Future Non-Allocation of Funds, prior notification must be given by the terminating Party. Due to the inter-connectivity of the systems and to maintain interoperability, the terminating Party agrees to provide, at its own cost, maintenance and operations services consistent with public safety operations upon termination. Such services shall not negatively impact the other Party's system, other public safety agencies, public service agencies or entities associated with public safety or first responder activities which may be associated with the combined network. The terminating Party agrees to share with the other Party its plan provide such services.

If Puyallup is the terminating Party, upon termination, Puyallup shall pay Tacoma all amounts due through the date of termination for CST compensation and other costs associated with the provision of Technical Services.

Future Non-Allocation of Funds. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by Puyallup for the Technical Services as described under this Agreement for any future fiscal period, Puyallup will not be obligated to make payment for such services and Tacoma will not be obligated to provide such services.

Should there exist a potential non-allocation of funds, Puyallup agrees to inform Tacoma, in writing, as early as possible in its budget process.

Hold Harmless. Each party shall defend, protect, and hold the other Party harmless from and against all claims, suits, or actions arising from any intentional or negligent act or omission of that Party's employees, Agents, or/and authorizes subcontractor(s) while performing under the terms of this Agreement.

Compliance with Laws. Each party agrees to comply with all applicable federal and state laws, rules and regulations. Nothing in this Agreement prevents any Party from exercising any authority it may have under law.

Compliance with National Incident Management System (NIMS). Homeland Security Presidential Directive 5 (HSPD-5) requires Federal departments and agencies to make the adoption of NIMS by State and local organizations a condition for Federal preparedness assistance (grants, contracts and other activities) by FY 2005. Jurisdictions can comply in the short term by adopting the Incident Command System. Other aspects of NIMS require additional development and refinement to enable compliance at a future date. Both Parties represent they currently comply with NIMS by having adopted the Incident Command System and are independently working towards fulfilling NIMS requirements.



**EXHIBIT "B"**  
**TALKGROUP AGREEMENT**

Each Party shall be responsible for assigning Talkgroups on their respective subsystems which shall be for use only on that Party's subsystem. Coordination with the other Party shall not be required.

The Parties shall be jointly responsible for assigning Talkgroups designated as Shared Talkgroups for use over the entire System.

From time to time the Shared Talkgroups shall be reviewed and modified by Parties. Both Parties shall consider the recommendations of the Metro Public Safety Communications Steering Committee when modifying Shared Talkgroups.

The Shared Talkgroups as of the date of first acceptance of this Agreement are:

<b>Talkgroup</b>	<b>Used For</b>
DOME	Incidents at Tacoma Dome
F COM1-3	Metro Fire Agencies Common (3)
FAIR 1-2	Puyallup Fair Common (2)
IMS PC	Incident Command
LE 1-2	Metro Police Agencies Common (2)
MA PC1-2	Tri-County Fire Agencies (2)
PSOPS3-4	Tri-County Police Agencies (2)
MET HAZ	Encrypted Hazardous Materials
LE-3-6	Encrypted Police Common (4)
800 LERN	Talks Directly to VHF LERN
ALLEN	Allenmore Hospital ER
GD SAM	Good Sam ER
MADGAN	Madigan Hospital ER
MBRIDG	Mary Bridge Hospital ER
ST CLR	St. Claire Hospital ER
ST JOS	St. Joseph Hospital ER
TACGEN	Tacoma General Hospital ER



## RESOLUTION NO. 37252

1 A RESOLUTION related to public safety communications; authorizing the execution  
2 of an interlocal agreement between the City of Tacoma and the City of  
3 Puyallup to link their respective 800 MHz subsystems together to form a  
4 regional network; and authorizing the City of Tacoma to provide  
management and technical services to the City of Puyallup.

5 WHEREAS the City of Tacoma ("Tacoma") utilizes an 800 MHz public  
6 safety radio network, and the City of Puyallup ("Puyallup") is currently  
7 implementing an 800 MHz public safety radio network, and

8 WHEREAS Puyallup desires Tacoma's technical expertise to support its  
9 radio system and has agreed to compensate Tacoma to provide this service,  
10 and  
11

12 WHEREAS entering into an interlocal agreement with Puyallup will allow  
13 the two systems to be linked, aligning with the efforts of the Department of  
14 Homeland Security to promote interoperable partnerships; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the proper officers of the City are hereby authorized to  
17 execute an interlocal agreement between the City of Tacoma and the City of  
18 Puyallup to link their respective 800 MHz subsystems together to form a  
19 regional network, said document to be substantially in the form of the proposed  
20 interlocal agreement on file in the office of the City Clerk.  
21  
22  
23  
24  
25  
26



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Section 2. That the proper officers of the City are hereby authorized to provide management and technical services to the City of Puyallup, for the purposes hereinabove enumerated.

Adopted AUG 14 2007

\_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
City Clerk

Approved as to form:  
\_\_\_\_\_  
Assistant City Attorney



REQUEST FOR
ORDINANCE RESOLUTION

Request #: 11486
Ord./Res. #: 37252

2007 JUL 23 AM 11:29

1. DATE: July 13, 2007

2. SPONSORED BY: COUNCIL MEMBER(S) N/A (If no sponsor, enter "N/A")

Table with 3 columns: 3a. REQUESTING (Department/Division/Program), 3b. DO PASS FROM Public Safety & Human Services, 4a. CONTACT (for questions): Steve Taylor, 4b. Person Presenting: Steve Taylor, 4c. ATTORNEY: Steve Victor, and signatures for Department Director, Budget Officer, and City Manager.

5. REQUESTED EFFECTIVE DATE: August 14, 2007

(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

To coordinate with approval action by City of Puyallup.

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Authorizing an interlocal agreement with City of Puyallup for the City of Tacoma and City of Puyallup to link their respective 800 MHz subsystems together to form regional network and authorizing the City to provide management and technical services to City of Puyallup related to public safety communications.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The City utilizes an 800 MHz public safety radio network and Puyallup is currently implementing an 800 MHz public safety radio network. The City of Puyallup desires Tacoma's the technical expertise to support their radio system and have agreed to compensate the City to provide this service. This interlocal agreement will allow the two systems to be linked aligning with Department of Homeland Security's efforts to promote interoperable partnerships. This agreement outlines the responsibilities of each agency and authorizes the City to accept reimbursement for actual expenses associated with providing service including wages, overtime, benefits and associated overhead costs.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Table with 2 columns: Source Documents/Backup Material, Location of Document. Row: Interlocal Agreement between City of Tacoma and City of Puyallup, City Clerk's Office

9. FINANCIAL IMPACT: A. NO IMPACT (NO FISCAL NOTE) B. YES, OVER \$100,000, Fiscal Note Attached C. YES, UNDER \$100,000, (NO FISCAL NOTE) Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Table with 5 columns: Fund Number & Name, State \$, City \$, Other \$, Total Amount. Row: 5540 Comms Equip Res, \$197,267, \$197,267

If an expenditure, is it budgeted? Yes No Where? Cost Center: 822100

Acct #: 5110100

Request #: **11486**  
 Ord/Res #: **37252**

**FISCAL NOTE**

Each piece of legislation that has a financial impact or creates positions authority requires a fiscal note. After preparation by departmental staff, the Office of Management, Budget, and Analysis will review the fiscal note and make any necessary revisions before transmittal to the Legal department for legislation preparation.

**DEPARTMENT:** Information Technology Dept      **CONTACT PERSON/PHONE:** Steve Taylor / 404-3790      **FINANCE BUDGET CONSULTANT/PHONE:** Vicki Woolley / 591-5174

Is it currently budgeted?  Yes  No  
 Is this a grant?  Yes  No      If Yes,  Operating  Capital

**EXPENDITURES:**

FUND NAME & NUMBER *	COST CENTER	WBS	ACCOUNT	2007-2008 EXPENDITURES
5540 Comms Equip Res	822100		5110100	\$197,267
<b>TOTAL</b>				<b>\$197,267</b>

\* General Fund: Include Department

**Purpose:** Estimated amount budgeted for regular wages and associated benefits.

**REVENUES:**

FUND NAME & NUMBER	COST CENTER	WBS	ACCOUNT	2007-2008 REVENUES
5540 Comms Equip Res	822100		4391180	\$197,267
<b>TOTAL</b>				<b>\$197,267</b>

**Notes:** Estimated revenue for reimbursement of wages and associated benefits from City of Puyallup.

**POSITION IMPACT:**

POSITION TITLE	PERMANENT/PROJECT/TEMPORARY POSITION	POSITION END DATE	2007 FTE	FUTURE FTE
Communications Systems Technician	Project Position #50080159	Not known	1	0

*Total positions created or abrogated through this legislation, including FTE impact. FTE impact for temporary employees is estimated.*

**LONG-TERM FINANCIAL IMPACT OF LEGISLATION:**

SPENDING PLAN & BUDGET	2007	2008	2009	2010	2011	TOTAL
Salaries/Benefits	\$97,393	\$99,874	\$100,903	\$101,942	\$102,992	\$503,104
Start-up						
On-going						
Maintenance & Operations						
Capital						
<b>TOTAL</b>	<b>\$97,393</b>	<b>\$99,874</b>	<b>\$100,903</b>	<b>\$101,942</b>	<b>\$102,992</b>	<b>\$503,104</b>

**FISCAL NOTE (CONT)**

**CITY CLERK USE**

Request #:	11486
Ord/Res #:	37252

FUNDING SOURCE	2007	2008	2009	2010	2011	TOTAL
City of Puyallup	\$97,393	\$99,874	\$100,903	\$101,942	\$102,992	\$503,104
<b>TOTAL</b>	<b>\$97,393</b>	<b>\$99,874</b>	<b>\$100,903</b>	<b>\$101,942</b>	<b>\$102,992</b>	<b>\$503,104</b>

**The financial cost of not implementing the legislation:**

*Estimate the cost to the City if the legislation is not implemented, including the potential conflicts with regulatory requirements, cost avoidance, or other potential costs.*

**OTHER ISSUES:**

Dollars associated with 2007 will be pro-rated based on hire date of project employee. Dollars associated with year 2009 and beyond are provided as an estimate only using a COLA factor of 1.03%. Labor expense associated with this classification is subject to pay scales associated with Local 483 negotiations.