

March 23, 1993

Introduced by: GREG NICKELS

Proposed No.: 93-240

MOTION NO. 8951

A MOTION authorizing the executive to enter into an interlocal agreement between King County and Valley Communications Center for joint project management of the regional emergency radio communications system.

WHEREAS, pursuant to Ordinance No. 10464, King County submitted to the electors of King County a general tax levy to support the development of a regional emergency radio communications system; and

WHEREAS, the electors, at the special election held on September 15, 1992, approved the general tax levy; and

WHEREAS, significant portions of the tax levy are allocated to the Valley Communications and King County Subregions; and

WHEREAS, the transfer, use and expenditure of those tax levy proceeds require the cooperation of King County and the Valley Communications Center; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperative Act, the parties are each authorized to enter into an agreement for cooperative action; and

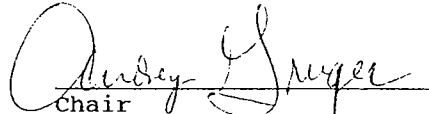
WHEREAS, King County and the Valley Communications Center have determined that it would be in their respective best interests to enter into joint project management for the transfer, use and expenditure of those tax levy funds;

1 NOW, THEREFORE BE IT MOVED by the Council of King County:


2 The King County executive is hereby authorized to enter
3 into an interlocal agreement with Valley Communications Center
4 in substantially the form attached hereto for the purpose of
5 joint project management of the Regional Emergency Radio
6 Communications System.

7 PASSED this 29th day of March, 1993

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 
11 Chair

12 ATTEST:

13 
14 Clerk of the Council

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN KING COUNTY AND VALLEY
COMMUNICATIONS CENTER FOR JOINT PROJECT MANAGEMENT OF THE REGIONAL
EMERGENCY RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT is entered into by and between King County and Valley Communications Center (hereinafter referred to as Valley Com) for the purpose of providing joint project management for the implementation of the regional emergency radio communications system.

WHEREAS, pursuant to Ordinance No. 10464, King County submitted to the electors of King County, a general tax levy to support the development of a regional emergency radio communications system; and

WHEREAS, the electors at the general election held on September 15, 1992 approved the general tax levy; and

WHEREAS, significant portions of the tax levy are allocated to Valley Com; and

WHEREAS, the transfer, use and expenditure of those tax levy proceeds require the cooperation of King County and Valley Com; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperative Act, the parties are each authorized to enter into an agreement for cooperative action; and

WHEREAS, King County and Valley Com have determined that it would be in their respective best interests to enter into joint project management for the transfer, use and expenditure of those tax levy funds;

NOW, THEREFORE, King County and Valley Com do hereby agree as follows:

I. PURPOSE OF THE AGREEMENT.

This agreement is to provide for cooperative and joint project management for the implementation of a regional emergency radio communications system in the Valley Com and King County service areas as envisioned in King County Ordinance No. 10464.

II. DEFINITIONS.

Wherever used in this agreement the following terms will have the meanings set forth in this section.

a. King County Subregion means the geographic area and the prospective agencies that will use the System as identified in King County Ordinance No. 10464 and in the Approved System Design.

b. Joint Project Management Expenses means the personnel related expenses related to a joint project manager hired or retained by Valley Com with the consent of King County to serve as joint project manager, auto allowance, cellular telephone expenses, training expenses, and other expenses as may be agreed by the parties before the beginning of each calendar year and for which the parties authorize expenditures when they adopt their annual budgets.

c. Project means all authorized costs and activities relating to the development, acquisition and installation of an emergency radio communication system using levy proceeds as described in this agreement and as subsequently modified as set forth in this agreement. Pursuant to the terms of this agreement, the term also includes non-800 MHz radio equipment and the capacity to interface with the non-800 MHz radio systems of jurisdictions which will not be included fully within the coverage of the 800 MHz

System. Pursuant to the terms of this agreement, the term also includes radio communications enhancements for public agencies with responsibility for public safety and disaster management and relief.

d. Regional Communications Board means the regional communications board created pursuant to King County Ordinance No. 10464.

e. Separate Project Management Expenses means office space, supplies, equipment, telephone expenses except cellular telephone expenses, radio maintenance shop support, real property support, consulting engineering support, and other expenses as may be agreed by the parties before the beginning of each calendar year and for which the parties authorize expenditures when they adopt their annual budgets.

f. System means an 800 megahertz "trunked" radio communications system with compatible mobile and portable radios, base stations, a microwave transmission network, network controllers and other related equipment.

g. Valley Communications Subregion means the geographic area and the prospective agencies that will use the system as identified in King County Ordinance No. 10464 and in the Approved System Design.

III. JOINT PROJECT MANAGER.

Valley Com agrees to hire or retain, subject to the County's approval, an individual who shall be responsible for managing the detailed engineering design and the implementation of the 800 MHz System for the Valley Com and the King County Subregions. That



individual will be the joint project manager and shall have the following responsibilities:

- a. work with and determine needs of both subregions' prospective system users;
- b. negotiate and administer vendor contracts, consulting contracts, and other related contracts as necessary to implement the system and other project work consistent with the purchasing laws, rules and procedures applicable to each party;
- c. advise, inform, and make periodic reports to officials of King County and Valley Com and those two entities' representatives to the Regional Communications Board; and
- d. oversee and direct the work efforts of any support staff or consultants assigned to the work on the project by King County and Valley Com.

IV. PROJECT ADMINISTRATION.

The reporting relationships will be as follows: for the King County Subregion, the joint project manager will report to the King County Director of Public Works or his or her designee or successor; for the Valley Com Subregion, the joint project manager will report to the chair of the Regional 800 MHz Oversight Committee or his or her designee or successor.

V. PROJECT MANAGEMENT EXPENSES.

The parties agree that King County shall bear 62% and Valley Com 38% of the actual Joint Project Management Expenses up to the amount agreed by the two parties before the beginning of each calendar year; provided that the agreed amount may be exceeded but only by the mutual written consent of the parties. For 1993, the authorized budget for Joint Project Management Expenses is identified and attached to this agreement as Exhibit 1.

Valley Com agrees to pay the expenses authorized by both parties each year as Joint Project Management Expenses and to submit quarterly invoices to King County documenting the expenses for which King County is obligated to reimburse 62% of the total amount.

King County agrees to reimburse Valley Com for 62% of the documented Joint Project Management Expenses within 45 calendar days of receipt of the invoice.

For 1993 only, King County agrees to advance Valley Com \$75,000.00 within 45 days of the execution of this agreement, and such advance shall be credited to King County and subtracted from its reimbursement obligations until such credit is fully used. The parties hereto agree that certain project management expenses may be incurred prior to the formal signing of this agreement and that the terms and conditions of this agreement are intended to cover those expenses.

Both parties agree to pay Separate Project Management Expenses as defined in this agreement and to provide such project management support as identified in those expenses.

VI. DURATION/TERMINATION.

This agreement shall be in effect from the date of execution until midnight on December 31, 1996 unless the agreement terminates earlier by:

- a. either party giving the other party ninety days written notice that it wishes to terminate the agreement;
or
- b. both parties failing to reach agreement on an annual budget for project management or either party failing to authorize expenditures necessary to meet its obligations

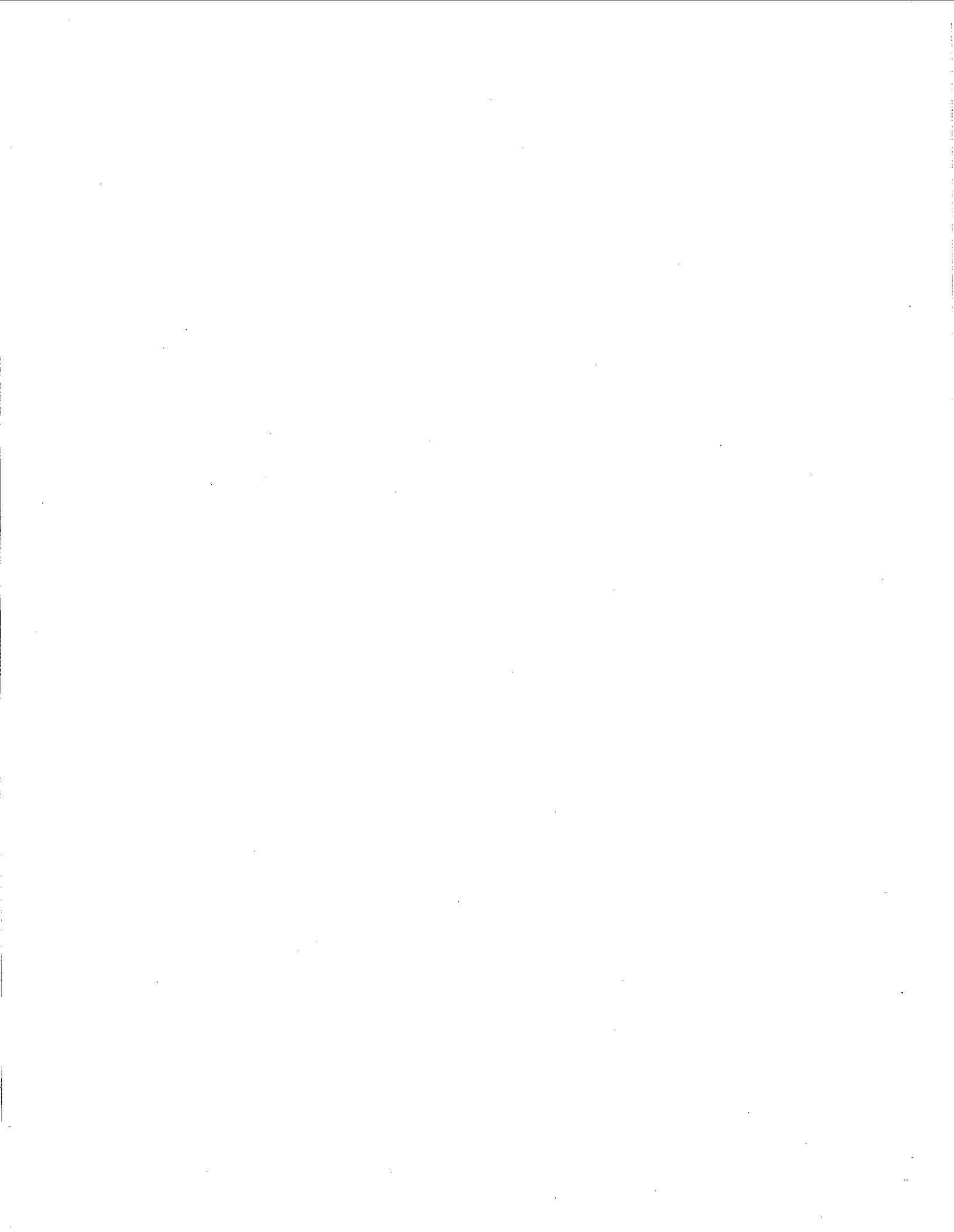
to provide financial support for the project management by December 31 of each year the agreement is in effect.

VII. INDEMNIFICATION AND HOLD HARMLESS.

Both parties agree that as to all claims, actions, or causes of action of whatever kind or nature including those by any person directly or indirectly employed by either party made or asserted against either or both parties and relating in any way to the subject matter of this agreement, each will be liable to the other only to the extent of each party's fault or causation and shall indemnify the other for such amount. As to all such claims, actions, or causes of action which are a consequence of the sole fault, negligence, or causation of a party to this agreement, such party shall have the duty to defend, save, and hold the other harmless, and upon failure to do so shall pay reasonable fees, costs, and expenses incurred by the other party to this agreement in defense of any such third party claims for actions or in asserting its rights pursuant to this paragraph.

VIII. DISPUTE RESOLUTION.

Should a dispute arise between King County and Valley Com under this agreement, or otherwise, concerning joint project management, then King County and Valley Com shall attempt to resolve the dispute through good faith negotiations. Should the parties be unable to resolve their disputes, then the dispute will be submitted to the chair of the Valley Com administrative board and a designated representative. Those two individuals shall meet and attempt to negotiate a settlement of the dispute. If the parties are still unable to reach agreement then they may, by mutual agreement, mediate or arbitrate the dispute or either party



may exercise its right under section VI to terminate the agreement. Costs of any mediation or arbitration shall be borne equally by the parties.

IX. INTEGRATION.

This agreement consists of a single integrated contract expressing the entire agreement of the parties hereto. There have been no other representation or agreements, whether oral or written, in regards to this agreement or its subject matter.

X. AMENDMENT.

This agreement may not be amended, altered or modified except by a written instrument executed by the parties hereto.

XI. SEVERABILITY.

If any provision of this agreement shall be determined to be unenforceable, then the other sections of this agreement shall remain in full force and effect unless the severed portion of the agreement is so material to the agreement that the intent of the agreement can no longer be accomplished.

XII. COUNTERPARTS.

This agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

XIII. AUTHORIZATION.

This agreement has been authorized by King County Motion No. _____ and Valley Com Resolution No. _____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____, 1993.

Approved as to Form: KING COUNTY

Deputy Prosecuting Attorney King County Executive-King County

VALLEY COMMUNICATIONS CENTER

Legal Counsel for Valley Com Chairman of Valley Communications Center Administrative Board

City11:04.

EXHIBIT I
AUTHORIZED JOINT PROJECT MANAGEMENT EXPENSES
YEAR 1

	VALLEY COM SHARE	KING COUNTY SHARE
SHARED COSTS:	38%	62%
SALARY AND BENEFITS	\$86,000	
VEHICLE	\$6,000	
CELLULAR PHONE AND PAGER	\$4,000	
TRAINING	\$3,000	
PART-TIME SUPPORT STAFF	\$25,000	
	\$124,000	\$47,120
		\$76,880

