

VALLEY COMMUNICATIONS CENTER INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into among the undersigned municipalities, the cities of Auburn, Federal Way, Kent, Renton, and Tukwila, all of which are municipal corporations under the laws and statutes of the State of Washington (the “Member Cities”).

RECITALS

WHEREAS, the undersigned municipal corporations have established and maintain a consolidated emergency services communication center, known as the “VALLEY COMMUNICATIONS CENTER” (“ValleyCom”); and

WHEREAS, this agreement is formed to be consistent with the provisions and terms of the “Interlocal Cooperation Act” pursuant to RCW 39.34, et seq.; and

WHEREAS, ValleyCom provides improved police, fire and medical aid service communications within the boundaries of the existing, established consolidated service area at a minimum cost to the participating local governments, together with such other governmental units that have contracted with ValleyCom for communications services; and

WHEREAS, one of ValleyCom’s objectives is to provide consolidated telephone, radio and alarm communications and dispatching services for participating local government units; and

WHEREAS, the continued maintenance, operation, and improvement of ValleyCom will be of substantial benefit to the citizens of the undersigned cities and the public in general;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

1. Valley Communications Center – Membership, Authority, and Powers.

On August 20, 1976, the cities of Auburn, Kent, Renton, and Tukwila founded a governmental administration agency pursuant to RCW 39.34.030(3)(b), which was known as the “VALLEY COMMUNICATIONS CENTER (“ValleyCom”).” ValleyCom has the responsibility and authority for emergency service communications and all related incidental functions for communicating and dispatching services between the public and the participating cities’ public safety departments in the furtherance of improved public safety and emergency response.

Since its formation, ValleyCom also has served, and continues to serve, other municipal corporations (“Subscribing Agencies”) that exist within the logical, physical service area and that need emergency service communications. Accordingly, all existing Subscribing Agency agreements are hereby ratified and confirmed. Any agreement with additional municipal entities shall be in writing and approved by ValleyCom as provided for in this agreement.

In furtherance of protecting public safety and emergency response in the South King County region, the City of Federal Way, currently a Subscribing Agency, has requested to become a fully participating Member City. On August 4, 1999, ValleyCom’s Administration Board agreed to include Federal Way as a full, participating Member City, commencing January 1, 2000. Accordingly, ValleyCom’s participating Member Cities are hereby revised to include Federal Way, and, as used hereafter in this agreement, any reference to the “Member Cities” will include the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

In addition, the City of Federal Way may enter into an interlocal agreement with the Federal Way Fire Department for the purposes of providing fire and emergency medical services dispatch via the City of Federal Way's membership in ValleyCom. Upon execution of the interlocal agreement, the City of Federal Way may, at its option and under such terms and conditions as Federal Way deems proper, appoint the Federal Way Fire Department to function, as do the Auburn, Kent, Renton, and Tukwila Fire departments, for the purposes of its representation on the Operations Board and for the purposes of calculating and remitting payment for dispatch services.

Subject to addition, amendment or removal by the Administrative Board, ValleyCom's powers shall include, but not be limited to, the following:

- a. Recommend action to the legislative bodies of the participating members;
- b. Review and approve budget expenditures;
- c. Establish policies for expenditures of budget items for the Center;
- d. Review and adopt a personnel policy for the ValleyCom Center;
- e. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the ValleyCom Center;
- f. Conduct regular meetings as may be designated by the Administration Board;
- g. Determine what services shall be offered and under what terms they shall be offered;
- h. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this agreement;
- i. Establish rates for services provided to other members, subscribers or participating agencies;
- j. Direct and supervise the activities of the operations board and the Center Director;
- k. Incur debt in the name of the Center to make purchases or contract for services necessary to fully implement the purposes of this agreement;
- l. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- m. Receive all funds allocated to the Center from its members;

- n. To purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Valley Communications Center;
- o. To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- p. To sue and be sued, complain and defend, in all courts of competent jurisdiction in the Center's name;
- q. To make and alter bylaws for the administration and regulation of its affairs;
- r. Enter into contracts with future participating members and subscribers to provide communications services;
- s. To hold radio frequency licenses to enable the Center to operate radio communications and dispatch systems to meet its public safety responsibilities; and
- t. Any and all other acts necessary to further ValleyCom's goals and purposes.

2. Duration of Agreement. The term of this agreement shall be for five (5) years from its effective date and, thereafter, shall automatically extend for additional five (5) year periods unless terminated as provided in this agreement. This agreement shall not terminate until all bonds issued by the Valley Communications Center Development Authority have been paid and retired.

3. Withdrawal and Termination.

3.1 Any Member City may withdraw its membership and terminate its participation in this agreement by providing written notice and serving that notice on the other Member Cities on or before December 31 in any one year. After providing appropriate notice as provided in this section, that Member City's membership withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Member Cities.

3.2 Three (3) or more Member Cities may, at any one time, by written notice provided to all Member Cities, call for a complete termination of ValleyCom and this agreement. Upon an affirmative supermajority vote (majority plus one) by the Member Cities, ValleyCom shall be directed to wind up business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to terminate this agreement. Upon the final termination date, this agreement shall be fully terminated.

3.3 In the event any Member City fails to budget and provide the required annual membership funding for ValleyCom, the remaining Member Cities may, by majority vote, immediately declare the underfunding City to be terminated from this agreement and to have forfeited all its rights under this agreement as provided in Section 3.5. The remaining Member Cities may, at their option, withdraw ValleyCom's emergency communications support with that City or, alternatively, enter into a Subscribing Agency Agreement with that City under terms and conditions as the remaining Member Cities deem appropriate.

3.4 Time is of the essence in giving any termination notice.

3.5 If an individual Member City withdraws its membership in ValleyCom, the withdrawing city will forfeit any and all rights it may have to ValleyCom's real or personal property, or any other ownership in ValleyCom, unless otherwise provided by the Administration Board.

3.6 Upon termination of this agreement, all property acquired during the life of the agreement shall be disposed of in the following manner:

a. All real and personal property purchased pursuant to this agreement shall be distributed based on equal shares apportioned to those Member Cities still existing on the day prior to the termination date; and

b. All unexpended funds or reserve funds shall be distributed based on the percentage of total annual charges assessed by the Administration Board during the period of this agreement and paid by each Member City.

3.7 Notwithstanding any of the other rights, duties or obligations of any Member City under this Section 3, the withdrawal of any member City shall not discharge or relieve any Member City of its obligations to the Valley Communications Center Public Development Authority.

4. Administration Board.

4.1 The affairs of ValleyCom shall be governed by an Administration Board composed of one member from each participating Member City, and that member shall be the Mayor or his or her designee. Each Board member shall have an equal vote and voice in all Board decisions. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Administration Board.

4.2 A Presiding Officer shall be elected by the Board's members, together with such other officers as the majority of the Board may determine. There shall be a minimum of two (2) meetings each year, and not less than fifteen (15) days notice shall be given to all members prior to any meeting. Unless otherwise designated by the Presiding Officer, the first meeting shall be held on the second Tuesday in February of each year to review the prior year's service and the second meeting shall be on the second Tuesday in

September of each year to review and present a budget. Other meetings may be held upon request of the Presiding Officer or any two (2) members.

4.3 The Administration Board shall be authorized to establish bylaws that govern procedures of that Board and ValleyCom's general operations.

5. Operating Board.

5.1 There is further established an Operating Board which shall consist of two (2) members of each participating Member City's Public Safety Department(s), including the head of those Department(s) and/or their designee(s). Additionally, the Subscribing Agencies shall, by majority vote, elect one (1) at-large member to represent the Subscribing Agencies' police departments and one (1) at-large member to represent the Subscribing Agencies' fire department on the Operating Board. At the time set for election of the at-large members, only the Subscribing Agency representatives then in attendance will participate in the election. The Member Cities' Operating Board representatives shall not participate in the at-large member elections. The at-large members shall serve one-year terms, unless amended by majority vote of the Operating Board. The purpose and duties of the Operating Board shall be established by the Administrative Board. Each Operating Board member shall have an equal vote in all Board decisions. The Operating Board shall be authorized to establish bylaws that govern its procedures. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Operating Board.

5.2 The Operating Board shall elect a Presiding Officer from its members and shall determine the time and place of its meetings; however, the Operating Board shall

hold at least one (1) regular meeting each month at a time and place designated by the Presiding Officer or by a majority of its members. Special meetings may be called by the Presiding Officer or any two (2) members upon giving all other members not less than 24 hours prior written notice (electronic or facsimile notice acceptable). In an emergency, the Operating Board may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Operating Board members.

6. ValleyCom Director. ValleyCom's current director is hereby confirmed. Upon the occurrence of a temporary or permanent vacancy in the Director position, the Operating Board shall recommend to the Administration Board a person to act as ValleyCom's Director. The Director shall be responsible to the Operating Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this agreement. The Director shall administer ValleyCom in its day-to-day operations consistent with the policies adopted by the Administration Board and/or the Operations Board. The Director shall have experience in technical, financial, and administrative fields and his or her appointment shall be on the basis of merit only.

7. Personnel Policy.

7.1 The Operating Board shall, as necessary from time to time, submit to the Administration Board a proposed ValleyCom personnel policy for the Administration Board's approval, rejection or modification. All modifications or revisions must have the final approval of the Administration Board.

7.2 At the time ValleyCom was first formed, the ValleyCom personnel policy previously provided for appointment to ValleyCom's staff from personnel that were permanently appointed or assigned as dispatchers in the participating Member Cities prior to formation. Accordingly, for a period of one (1) year from the time the Federal Way Fire Department begins its transition to ValleyCom for dispatch services, ValleyCom shall give preference in hiring to those persons that were permanently appointed as dispatchers in the Federal Way Fire Department, if those persons have the skills and abilities necessary to perform required job functions. Additional and subsequent employees, with the exception of ValleyCom's Director, shall be appointed by the Director upon meeting the qualifications established by the Operating Board and adopted by the Administration Board. No employees shall be commissioned members of any emergency service, but may be eligible for membership under the Public Employees Retirement System, as provided by law.

8.0 Budget.

8.1 The Director shall present a proposed budget to the Operating Board on or before August 15 of each year, which budget shall then be presented to the Administration Board not later than September 1 of each year. However, should the Administration Board elect to budget on a biennial, rather than annual, basis, the August 15 and September 1 deadlines established in the previous sentence shall only apply every other year. Thereafter, the Member Cities shall be advised on the programs and objectives as contained in the proposed budget and of the required financial participation for the following year. The allocation of prorated financial participation among local governments shall be the percentage of dispatched calls attributed to each jurisdiction compared to the total dispatched

calls. The percentages shall be applied to the current approved budget less revenue from outside sources. Upon approval by each participating Member City of its budgetary allocation for ValleyCom's operation in the following year, and upon verification thereof to ValleyCom, the Administration Board shall, after a public hearing as provided by law, adopt its final budget for the following year. Member Cities shall be billed bimonthly and payments made on or about the first day of February, April, June, August, October, and December of each year. ValleyCom will bill Subscribing Agencies in accordance with approved agreements between ValleyCom and those Subscribing Agencies.

8.2 In the event the City of Federal Way has not become a Member City by January 1, 2000, all dues paid by Federal Way as a Subscribing Agency in the 2000 calendar year will be credited against the budgeted Member City obligation assigned to Federal Way for the 2000 calendar year, and Federal Way's status as a Member City will be ratified and relate back to January 1, 2000.

9. Contracts and Support Services. The Administration Board (or the Operating Board or the Director, if so designated by the Administration Board) shall, as necessary, contract with appropriate local governments for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

10. Policy and System Evaluation. The Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency services so as to provide maximum and ultimate benefits to the

members of the general public. The Director shall present his or her recommendations to the Operating Board from time to time. Any substantive change or deviation from established policy, however, shall have the prior approval of the Administration Board.

11. Additional Service Authorized. The Administration Board shall evaluate and determine the propriety of including additional communications and dispatching services for local governments, whenever so requested, and shall determine the means of providing those services, together with its costs and effects. These additional services may include, but shall not be limited to, the following: allowance for public and private buildings, additional communications and dispatching operations, and any related incidental functions.

12. Inventory and Property.

12.1 Equipment and furnishings for ValleyCom's operation shall be acquired by ValleyCom as provided by law. If any Member City furnishes equipment or furnishings for ValleyCom's use, title to the same shall rest with the respective local entity unless that equipment is acquired by ValleyCom.

12.2 The Director shall, at the time of preparing the proposed budget for the ensuing year, submit to the Operating Board a complete inventory together with current valuations of all equipment and furnishings owned by, leased or temporarily assigned to ValleyCom. In case of dissolution of ValleyCom, any assigned or loaned items shall be returned to the lending governmental entity and all other items, or funds derived from the sale thereof, shall be refunded and distributed to Member Cities in equal shares. However, to the extent ValleyCom liquidates all or part of the existing communications facility

(located at 23807 98th Avenue South, Kent, Washington, 98031) or its property and equipment, the funds derived from the sale thereof will be refunded and distributed to the four original Member Cities only, Auburn, Kent, Renton and Tukwila.

12.3 Ownership of Real Property. Title to real property purchased or otherwise acquired shall be held in the name of the Valley Communications Center; provided, however, that for valuable consideration received, ValleyCom may convey ownership of any real property as may be approved by a majority of the Administration Board.

13. Local Control and Interconnect. Each Member City and each Subscribing Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to ValleyCom's operations. Interconnecting equipment and services may be provided for ValleyCom's budget and operational program.

14. Dispatch Facility, Financing, and Construction.

14.1 In order to address increased growth and to provide necessary services for Member Cities and for Subscribing Agencies, the Administration Board has determined to construct a new dispatch facility. The Member Cities shall contribute to the financing of the development of the new dispatch facility on a pro-rata basis, each Member City paying twenty percent (20%) of the total cost of development, less contributions from grants, other public agencies, or other sources.

14.2 The new ValleyCom Dispatch Center, including all equipment, furnishings and fixtures, will constitute a critical link to the Member Cities and the Subscribing Agencies' ability to provide police, fire, and life safety protection services, particularly in times of a critical emergency or natural disaster. Consequently, this new center is essential to the preservation of the public health, safety and welfare. As a result, this center's equipment, furnishings and fixtures are unique and subject to special standards. Accordingly, based on the facts presented in this subsection, it is hereby resolved that the established policy of the Member Cities is that the new ValleyCom Dispatch Center constitutes a "special facility" under RCW 39.04.280 (1)(b), and all purchases of any kind or nature for the new ValleyCom Dispatch Center shall be exempt from competitive bidding requirements.

14.3 The Administration Board shall authorize, and the Chair of the Administration Board, or his or her approved designee, will execute contracts for the development of the new ValleyCom Dispatch Center. These contracts may include, without limitation, contracts for architectural, design, communications, project management services, real estate acquisition, engineering, and construction.

14.4 The Member Cities will finance the property acquisition and construction of the new facility as agreed by the Administration Board and as provided by law.

15. Legal Assistance. The participating municipal entities agree to furnish legal assistance, from time to time, as approved by the Administration Board. The Administration Board may contract with the City Attorney of a participating city.

16. E911 Participation. ValleyCom may implement or contract for implementation of an E911 System for use within the area served, insofar as is practical.

17. Intergovernmental Cooperation. ValleyCom shall cooperate with local, State and Federal governmental agencies according to guidelines of the Police Dispatching Study in order to maximize the utilization of grant funds for equipment and operations.

18. Compliance with Criminal History Records Information Laws. ValleyCom shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of that network, shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in Chapter 43.43 RCW, as now enacted or hereafter amended. ValleyCom shall establish rules and regulations governing access to, security for, and operation of the data communications network and any Criminal Justice Records Information received by means of that network.

19. Hold Harmless. Each Member City shall defend, indemnify and save all other Member Cities harmless from any and all claims arising out of that City's negligent performance of this agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Administration Board, Operation Board, Center Director and/or staff, while acting within the scope of their authority under this agreement, shall be borne by the Valley Communications Center exclusively.

The provisions of this Section 19 shall survive the termination or expiration of this agreement.

20. Repealer and Ratification. All prior interlocal agreements entered into among the four original Member Cities are repealed as of the effective date of this agreement. All existing Subscribing Agency agreements will remain in effect. All prior acts taken by ValleyCom or the Member Cities that are consistent with this agreement and any prior Member City interlocal agreements are hereby ratified and confirmed.

21. Filing of Agreement. Upon execution, this agreement shall be filed with the City Clerks of the respective Member Cities, the Secretary of State, and such other governmental agencies as may be provided by law.

22. Severability. If any part, paragraph, section or provision of this agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this agreement.

23. Execution and Effective Date. This agreement, and any amendments, shall be executed on behalf of each Member City by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The agreement, or any amendment, shall be deemed adopted and effective upon the date of execution by the last authorized representative.

24. 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 undersigned hereby affix their hands and seals.

CITY OF KENT, WASHINGTON:

By: _____
Its: _____
Date: _____

CITY OF TUKWILA, WASHINGTON:

By: _____
Its: _____
Date: _____

CITY OF AUBURN, WASHINGTON:

By: _____
Its: _____
Date: _____

CITY OF RENTON, WASHINGTON:

By: _____
Its: _____
Date: _____

CITY OF FEDERAL WAY, WASHINGTON:

By: _____
Its: _____
Date: _____

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this _ day of _____, 2000, before me a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of the **City of Auburn**, a Washington municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this _ day of _____, 2000, before me a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of the **City of Renton**, a Washington municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this _ day of _____, 2000, before me a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of the **City of Federal Way**, a Washington municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____