

RESOLUTION NO. 1492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN AGREEMENT WITH SOUTH SOUND 9-1-1 REGARDING THE CITY'S PARTICIPATION IN SOUTH SOUND 9-1-1

WHEREAS, the City of Fife operates one of six primary 9-1-1 dispatch centers--also known as public safety answering points (PSAPs)--within Pierce County; and

WHEREAS, leaders of the five largest police and fire agencies in Pierce County have proposed, and the voters have approved, formation of an interlocal administrative agency known as South Sound 9-1-1 to consolidate and update 9-1-1 emergency communications in Pierce County, and to develop reliable and interoperable radio and wireless communications between all police and fire agencies with Pierce County; and

WHEREAS, the voters have approved, in November 2011, a 1/10 of 1% sales tax pursuant to RCW 82.14.420, applicable to all sales within Pierce County, with no opportunity for communities operating emergency dispatch centers to opt out; and

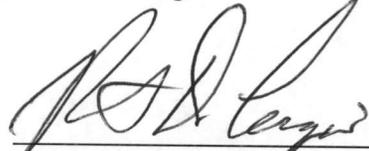
WHEREAS, In October 2011, the City of Fife and South Sound 911 adopted a Memorandum of Understanding (MOU) to guide the process for the City of Fife to become a Member Agency in South Sound 9-1-1, upon certain terms and conditions, as outlined in the MOU; and

WHEREAS, in accordance with the MOU, the City and South Sound 911 have negotiated the Participation Agreement attached hereto as Exhibit A; and

WHEREAS, the purpose of this Participation Agreement is to provide the terms and conditions pursuant to which the City of Fife will become a Member Agency within South Sound 9-1-1, consistent with the MOU and with the Interlocal Agreement (ILA) between the original parties set forth above to create the Agency; now therefore

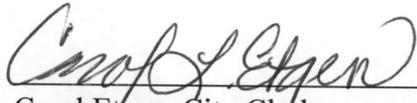
BE IT RESOLVED that the Council hereby authorizes the City Manager to execute the Participation Agreement between City of Fife and South Sound 9-1-1 in the form attached hereto as Exhibit A. The City Manager is authorized to prepare and attach to the Participation Agreement a list of existing capital assets of the City of Fife to be used in creating the regional radio infrastructure or system.

ADOPTED by the City Council at an open public meeting held on the 14th day of August, 2012.



Robert D. Cerqui, Mayor

Attest:



Carol Ergen, City Clerk

EXHIBIT
" A "
PARTICIPATION AGREEMENT

BETWEEN CITY OF FIFE AND SOUTH SOUND 9-1-1

1. Date and Parties.

This Participation Agreement, for reference purposes only, is dated the ____ day of August, 2012, and is entered into between the City of Fife, a Washington municipal corporation, and South Sound 911, an interlocal administrative agency created by Pierce County, the City of Tacoma, the City of Lakewood, and West Pierce Fire & Rescue for a governmental purpose of emergency communications.

2. Recitals.

2.1 The City of Fife operates one of six primary 9-1-1 dispatch centers--also known as public safety answering points (PSAPs)--within Pierce County.

2.2 Leaders of the five largest police and fire agencies in Pierce County have proposed, and the voters have approved, formation of an interlocal administrative agency known as South Sound 9-1-1 to consolidate and update 9-1-1 emergency communications in Pierce County, and to develop reliable and interoperable radio and wireless communications between all police and fire agencies with Pierce County.

2.3 The voters have approved, in November 2011, a 1/10 of 1% sales tax pursuant to RCW 82.14.420 , applicable to all sales within Pierce County, with no opportunity for communities operating emergency dispatch centers to opt out.

2.4 In October 2011 the City of Fife and South Sound 911 adopted a Memorandum of Understanding (MOU) to guide the process for the city to become a Member Agency in South Sound 9-1-1, upon certain terms and conditions, as outlined in the MOU. This Participation Agreement is intended to implement that MOU.

3. Purpose.

The purpose of this Participation Agreement is to provide the terms and conditions pursuant to which the City of Fife will become a Member Agency within South Sound 9-1-1, consistent with the MOU and with the Interlocal Agreement (ILA) between the original parties set forth above to create the Agency.

4. Terms and Conditions.

4.1 By executing this agreement, both parties intend that the City of Fife shall be considered a Member Agency with the same rights and duties as the original parties to the ILA. Recognizing that the City of Fife can provide valuable insight to South Sound 9-1-1 because it has heretofore operated an emergency dispatch center, and to help ensure that high service levels are maintained by South Sound 9-1-1, the city shall have permanent seat on the Agency Policy Board and the City of Fife City Manager shall have a permanent seat on the Transition Advisory Group.

4.2 Recognizing the need to have trained, experienced call receivers and dispatchers working in the Agency, South Sound 9-1-1 shall guarantee that each Fife dispatch center employee will be offered a similar position at a rate of pay and benefits commensurate with the positions they hold as of the day prior to the operational Transition Date, as further described in paragraph 4.7.

4.3 Existing capital assets of the City of Fife, to be used in creating the regional radio infrastructure or system, will remain the property of the city. Such assets will be listed on Exhibit A, which is attached hereto and incorporated herein by reference. Repair and maintenance of the infrastructure will become the financial responsibility of the Agency as of the administrative Transition Date. New assets, acquired with South Sound 9-1-1 funds will become and remain the property of South Sound 9-1-1 until any bonds or other debt used to purchase the infrastructure have been retired. At such time, the asset will be transferred to the jurisdiction where the asset is located. Because each Member Agency is providing capital assets that will be used in the regional communications system, no Member Agency will be compensated for use of these existing assets.

4.4 Assessments of Member Agencies may be necessary, and if imposed, an equitable formula will be used that is based on use of the system/call volume, with special consideration to reduce the assessment for those agencies generating higher sales tax revenue per capita. While the exact formula has not been established, because the Agency has not begun operation prior to the operational transition date, which has not yet been established, the goal is to have all jurisdictions using the system pay their fair and reasonable proportionate share of the total costs of operation and administration. Consideration shall also be given to those agencies generating high revenue per capita (from the sales tax revenue sources), as these agencies also experience greater impacts from external sources.

4.5 Annual revenue from the 1/10 of 1% sales tax and the \$.20 per line 9-1-1 tax is estimated to be approximately \$14 million. Capital construction of an estimated \$105 to \$110 million is needed to complete a regional radio network and two redundant dispatch centers, including a municipal Emergency Operations Center (EOC). Annual debt service on that debt is estimated at \$8 million, leaving approximately \$5 million of the above revenues for operation and maintenance of the system and to operate the Agency. Member assessments referenced in 4.4 above may be established to fund any gap between revenues and the costs referenced above.

4.6 The level of service provided by the Agency, after the administrative and operational Transition Dates, within the City of Fife, will meet or exceed the level of service currently provided by the dispatch center and PSAP within the city.

4.7. It is intended that the operational Transition date will coincide with the operational opening of the SS911 Police facility, which is anticipated to occur no earlier than 2015. South Sound 911 will notify the City of Fife once the actual operational transition date, the operational budget for both the radio/communication system and the records system, and the proposed City of Fife assessment amount are known. The City of Fife shall then notify South Sound 911 within 90 days of receiving all of the above referenced information whether or not Fife will opt into one or both of the

operational portions of the South Sound 911 system and agree to pay its proposed fair share assessment. If the City of Fife decides to not opt into the radio/communications portion of the South Sound 911 system, then it shall repay to South Sound 911 within 30 days of giving South Sound 911 its notice that it intends not to participate, all of the subsidy it has received pursuant to the provisions of paragraph 4.8, and its right to continued representation on the Agency Policy Board and the Technical Advisory Group, as set forth in paragraph 4.1, shall be terminated.

4.8 Until the operational transition date, the City of Fife shall continue to serve as a satellite PSAP and provide dispatch services for its contracted agencies, to the extent those contracting agencies wish to continue having the City of Fife provide dispatch services. In consideration for the expense to Fife of continuing to operate as a PSAP South Sound 911 will annually subsidize the City of Fife's PSAP operational expenses, with the payment of an operational maintenance fee to be made in January of each year, commencing in 2013. The base amount used for calculating the annual operational maintenance fee for 2013 will be \$110,000, which is 10 percent of the PSAP operational expenses as appropriated by the City of Fife in its 2012 budget previously adopted by Ordinance (Base Amount). In order to calculate the amount of the operational maintenance fee in subsequent years the Base Amount will be adjusted annually, commencing on the first day of each year, by the percentage change in the cost of living, as measured by the change in the Consumer Price Index, urban workers (CPI-U), for the Seattle-Tacoma-Bremerton metropolitan area, not seasonally adjusted, based on the previous 12-month period running from April to April, as published by the U.S. Bureau of Labor Statistics.

4.9 The parties acknowledge that to fully implement this Participation Agreement provisions further discussions and the execution of other documents from time to time will be necessary. The parties agree to work cooperatively and in good faith to carry out the intent and purpose of this Participation Agreement.

APPROVED THIS _____ DAY OF AUGUST, 2012.

CITY OF FIFE:

SOUTH SOUND 9-1-1

City Manager

Chair, Policy Board

ATTEST:

City Clerk

Approved as to form:

Approved as to form:

Loren D. Combs, City Attorney

Joseph F. Quinn, Agency Attorney

