

**INTERLOCAL AGREEMENT  
BETWEEN  
THE OLYMPIA POLICE DEPARTMENT (OPD)  
AND  
PIERCE TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK  
(CCN)**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Olympia Police Department (OPD) and PIERCE TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK (CCN) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to memorialize their mutual understanding regarding access, for the purposes of mutual aid only, to the Single County-Wide Communication System, (hereinafter "SCWCS"), for use of its mobile, portable radios and associated equipment.

**II. Overview**

The SCWCS consists of, but is not limited to the following Subsystems associated to the 700, 410 VHF, VHF Overlay, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

**III. Recitals**

A. OPD desires to access the SCWCS for public safety and first responder mutual aid, using its approved mobile and portable radios and associated equipment, on a non-

- exclusive shared basis with the “CCN parties”, and other Subscribers operating on the system;
- B. The CCN desires to provide OPD access to the SCWCS for mutual aid use only under the terms and conditions provided herein.

**IV. Scope of Agreement/Work**

Obligations of OLYMPIA shall be as follows:

- A. OPD acknowledges and agrees that its access to and use of the SCWCS is for mutual aid purposes only, and is on a non-exclusive, shared basis with other Agencies of the system, including the CCN Parties. OPD agrees that it will operate its equipment so as not to cause undue interference with any other Agency operating on the SCWCS.
- B. It is the responsibility of OPD to perform its own communications coverage study to ensure that they are fully aware of the coverage within their operational area. Therefore, OPD is accepting the SCWCS coverage “as is”.
- C. OPD shall assume responsibility for all Agency employees, contractors, subcontractors and or agents having access to and use of the SCWCS.
- D. OPD agrees that its access to and use of the system is for mutual aid purposes only and shall at all times comply with the rules and regulations set forth by Part 90 of the Federal Communications Commission Rules and Regulations for public safety, first responder, and public service Agency communications, including but not limited to Part 90, Su7bpar R of the Rules of the FCC, 47 C.F.R. 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. 90.179 (shared use of radio stations); all other Rules of the FCC and all decisions and orders of the FCC applicable to SCWCS
- E. OPD will provide notice to CCN of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within three (3) business days of OPD’s receipt thereof.
- F. OPD shall notify the Principal Contacts in Section XXIII by e-mail and phone call if one or more of its subscriber units have been lost or stolen within twenty-four (24) hours of determining that the subscriber units have been lost or stolen.
- G. Subscriber Equipment: OPD assumes all costs and responsibility for providing the Agency subscriber units (portables, mobiles, base stations, and consolettes) that will have access to the SCWCS. OPD may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS, and has been approved by CCN.
- a. OPD is responsible for acquiring their own subscriber equipment.
  - b. OPD is responsible for proper Preventive Maintenance (PM) and repair of their Agency’s equipment. This assures that OPD equipment is in optimal operating order and will not have an adverse impact on other Subscriber Agencies use of the SCWCS.
  - c. OPD mobile radios and control stations will not exceed 10 watts of power output.

## **V. Stipulations**

- A. Interoperable communications are essential for mutual aid operations; this agreement is entered into and provides for joint mutual aid operations on Pierce County and Pierce Transit frequencies in accordance with the following stipulations.
  - a. Operations are not authorized until this Frequency Use Agreement is signed by both parties.
  - b. Operations are not authorized until the Principal Contacts under section XXIII has been completed by both parties.
  - c. Uses of the authorized frequencies are for official use only and are restricted to intercommunication for the purpose of public safety mutual aid communications only.
  - d. OPD operations under this agreement must conform in all respects to any restriction or limitation imposed by the Federal Communications Commission (FCC) on the principal licensee (Pierce County and Pierce Transit).
  - e. The CCN shall incur no additional costs as a result of OPD's use of the system, and the Agency shall bear all costs associated therewith.
  - f. All radios operated by OPD utilizing the CCN radio system shall be FCC Part 90 Certified and have been programmed, serviced and repaired only by industry-qualified personnel at a manufacturer-authorized land mobile radio service facility. OPD shall bear all costs associated with therewith.
- B. No change, alteration or amendment of this Agreement may be made except upon thirty (30) days advance written notice and signed consent of both parties.

## **VI. Interruption of Service; Force Majeure**

- A. CCN shall not be liable to OPD or any other person for any loss or damage, regardless of cause. CCN does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of CCN or its subcontractors, including but not restricted to, acts of God, or governmental entities, or of the public enemy, strikes, or unusually severe weather conditions.

## **VII. Limitations of Liability; Indemnification**

- A. OPD acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. CCN is not liable to OPD for any claims, loss, damages or cost which may result from lack of privacy on the system.
- B. OPD hereby agrees to indemnify and save CCN harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by OPD or those using OPD's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of OPD with facilities of CCN or any carrier; and against all other claims arising out of any act or omission of OPD in connection with the facilities or service provided by CCN.

- C. The Parties to this Interlocal Agreement verify their represented agencies and customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Interlocal Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this system or its affects.
- D. OPD agrees to release, defend, indemnify and hold harmless CCN, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Interlocal Agreement, including without limitation, claims for personal injury or wrongful death.

**VIII. Fees**

- A. Optional Upgrades, Repair, Maintenance and Installation
  - a. OPD shall reimburse the County for its services, including the programming of subscriber equipment and related database management, at the rate of One Hundred Twenty Five (\$125.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized in advance by OPD.

**IX. Method of Payment**

PIERCE COUNTY will invoice OLYMPIA monthly.

Upon completion of the work set forth in the invoice, payment will be made by OLYMPIA within thirty (30) days of receipt of an invoice from Pierce County.

**X. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

**XI. Duration of Agreement**

This Agreement shall not exceed 2 years and may be terminated by either party in the manner described under the termination section of this Agreement.

**XII. Termination of Agreement**

This Agreement may be terminated upon thirty (30) days' notice to the other party using the method of notice provided for in this Agreement.

**XIII. Entire Agreement**

This Interlocal Agreement sets forth all terms and conditions agreed upon by OLYMPIA and PIERCE COUNTY and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**XIV. Posting or Recording**

This Interlocal Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the County Auditor's Office as required by RCW 39.34.040.

**XV. Employment Relationship**

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

**XVI. Notice**

Any notice required under this Interlocal Agreement, except for emergency service requests, shall be made in writing to the CCN and OPD Principal Contacts provided in section XXIII and shall become effective three days following the date of deposit in the United States Postal Service.

**XVII. Records**

Each party shall maintain its own public records and shall be solely responsible for responding to any records requests received by that party about the subject matter of this Interlocal Agreement.

**XVIII. Interpretation and Venue**

This Interlocal Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**XIX. Change of Law:**

OPD recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, CCN in its sole discretion has the right without liability to modify this Interlocal Agreement to comply with any such changes so long as notice is provided to OPD 60 days in advance of any such modification.

**XX. Assignability**

This Interlocal Agreement is for OPD and may not be assigned in whole or in part by OPD to any other person or entity, without CCN's prior expressed consent, which shall not be unreasonably withheld. CCN reserves the right to assign this Interlocal Agreement or subcontract any of its obligations hereunder.

**XXI. Governing Law**

This Interlocal Agreement shall be governed by and construed under the laws of the State of Washington.

**XXII. Effective Date**

This Interlocal Agreement shall take effect as of the date of the last authorizing signature affixed hereto and filing or posting required by RCW 39.34.040.

**XXIII. Principal Contacts**

The individuals listed below are authorized to act in their respective areas for matters related to this instrument.

<u>CCN Pierce County Contact</u>		<u>CCN Pierce County Technical Contact</u>	
Name:	<b>Tim Lenk</b>	Name:	<b>Ron Taylor</b>
Position	<b>Chief of Operations</b>	Position	<b>Systems Manager</b>
Title:		Title:	
Telephone:	<b>253-798-7011</b>	Telephone:	<b>253-797-4109</b>
E-Mail	<b><u>tlenk@co.pierce.wa.us</u></b>	E-Mail	<b>Ronald.taylor@motrolasolutions.com</b>
Address		Address	

<u>CCN Pierce Transit Contact</u>		<u>CCN Pierce Transit Technical Contact</u>	
Name:		Name:	<b>Ron Taylor</b>
Position Title:		Position Title:	<b>Systems Manager</b>
Telephone:		Telephone:	<b>253-797-4109</b>
E-Mail		E-Mail	<b>Ronald.taylor@motrolasolutions.com</b>
Address		Address	

<u>OPD Operational Contact</u>		<u>OPD Technical Contact</u>	
Name:	<b>Rich Allen</b>	Name:	<b>Sue Lynch</b>
Position Title:	<b>Lieutenant</b>	Position Title:	<b>Computer Support Specialist</b>
Telephone:	<b>360-753-8411</b>	Telephone:	<b>360-753-8140</b>
E-Mail	<b>rallen@ci.olympia.wa.us</b>	E-Mail	<b>slynch@ci.olympia.wa.us</b>
Address		Address	

IN WITNESS OF, the parties below have caused this instrument to be executed on the date of the last authorizing signature below:


**CITY OF OLYMPIA**

Approved:

\_\_\_\_\_  
Steve Hall, City Manager

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Deputy City Attorney

**PIERCE COUNTY**

Recommended:

\_\_\_\_\_  
Pierce County Budget and Finance

Date: \_\_\_\_\_

**CCN**

Approved:

\_\_\_\_\_  
CCN Executive Director

Date: \_\_\_\_\_

Approved as to Legal Form Only:

\_\_\_\_\_  
CCN Chief Counsel