

AGREEMENT PROVIDING FOR CREATION, OPERATION AND GOVERNANCE OF A COMBINED COMMUNICATIONS NETWORK

This Agreement, by and between Pierce County Public Transportation Benefit Area Corporation (hereinafter, "Pierce Transit") and Pierce County (hereinafter, "the County") (individually, "Party"; together, "the Parties"), creates a joint venture to own jointly and to provide for the maintenance, operation and governance of a joint venture which shall be called the Pierce Transit – Pierce County Combined Communications Network ("CCN") of shared radio and microwave systems to carry voice and data traffic.

This Agreement is authorized by the Interlocal Cooperation Act, RCW Ch. 39.34.

1. Purpose of Agreement and Effective Date

Pierce Transit and the County form this joint venture in the public interest to support the development, operation, and maintenance of a combined 700 MHz radio communications interoperability network for purposes of ensuring communications for Pierce Transit's system and for the County's public safety programs as well as for the benefit of such other public agencies as may be approved by the Executive Board of the CCN.

The Parties intend for the CCN to utilize common best engineering technical standards, common radio systems linked with other regional public safety systems, and dispatch centers linked to a common network.

This Agreement, among other things, establishes the framework for the governance and management of the maintenance and operation of the CCN, the respective roles and responsibilities of the Parties, allocation of revenue collected from the CCN, and the Parties' commitments to share in the costs of operating, maintaining, and updating the CCN.

This Agreement shall become effective when signed by the Parties.

2. Previous Agreements

Pierce Transit and the County have previously entered into a Communication Agreement dated February 22, 2011, and a Master Site Agreement dated January 16, 2013, as well as a Shared Communication System Policy Statement dated March 14, 2013, all of which remain in effect except to the extent either or both are inconsistent with this Agreement, in which case this Agreement shall control.

3. Definitions

Certain terms used herein are defined as follows:

Business Plan: A detailed plan that defines the organizational structure, operational activities, and financing and budgeting structure of the overall business of the CCN.

Executive Board: The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of two representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN.

FCC Rules: For purposes of this Agreement, the rules of the Federal Communications Commission ("FCC"), including but not limited to Part 90, Subpart 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 the FCC Licenses; and the Communications Act of 1934, as amended.

Pierce Transit – Pierce County Combined Communications Network (CCN): The joint venture formed by this interlocal agreement between Pierce County and Pierce Transit to engage in all activities relating to the administration, design, development, acquisition and installation of a single county wide communication system and that system's operation, maintenance and management on behalf of the system's owners, Pierce County and Pierce Transit.

Operations Board: A joint board consisting of the Chief Operating Officer of Pierce Transit and the Director of the Pierce County Department of Emergency Management, or their designee, formed to advise the Executive Board and charged with day-to-day monitoring of CCN operations.

Shared Infrastructure: Various components or assets of the CCN infrastructure, contributed by the parties as capital assets of the joint venture, as listed on Exhibit A.

Single County Wide Communication System (SCWCS): The communication system managed and operated by the CCN, consisting of all of the technical subsystems, including all of the following: Radio, Microwave, Fiber, Networking, Dispatch, Recording, Security, and Wireless; as well as Spectrum Assets and supporting Facilities. The SCWCS also includes VHF, UHF, 700 and 800 MHz and microwave system technologies.

System Access Agreement (SAA): An agreement between the CCN and a public agency customer or user of the SCWCS to allow for access to the SCWCS. All SAAs are conditioned upon the acceptance of the terms and conditions of access as established by the Executive Board.

Total Cost of Ownership (TCO) Analysis: An assessment and determination of the allocation of costs between the Parties relative to upgrades, replacement, maintenance, growth and expansion or contraction of the CCN and any Party's property or assets used for the CCN. The TCO shall be utilized to account for a Party's growth or expansion of its system or assets to avoid unfairly burdening the other Party with a disproportionate cost.

4. Ownership of Shared Infrastructure Comprising CCN

Pierce Transit and the County have each separately purchased or otherwise separately own various components or assets of the CCN infrastructure, such as microwave equipment, fiber optic cable, conduit, electronic equipment and other equipment used for the transportation

or transfer of voice and data signals, a general inventory of which is attached hereto as Exhibit A. For all items listed on Exhibit A, each party wishes to contribute its portion of such infrastructure to be used as capital assets by the joint venture to become "shared infrastructure". Pierce Transit hereby conveys to Pierce County an undivided one-half interest in Pierce Transit's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A, and the County hereby conveys to the Pierce Transit an undivided one-half interest in Pierce County's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A.

Shared infrastructure shall not include, and the parties remain separate owners of: (1) the real estate, buildings, generators and towers identified on Exhibit B; (2) their respective licenses identified on Exhibit C; and (3) subscriber equipment such as end user radio units.

Pierce Transit and the County have each made significant contributions to date to the shared infrastructure such that their participation in the governance and operation of CCN joint venture should, in the best interests of each Party and the CCN project, be equal.

5. Operation and Maintenance of CCN and Shared Infrastructure

Pierce Transit and the County will cooperate in operation of the CCN and in providing maintenance of the Shared Infrastructure.

For that separately owned property that is listed on Exhibit B, including real estate, buildings, generators and towers, each party agrees to operate, maintain, manage, and replace such separate property if it is needed for continued operations of the CCN. Failure of either party to do so may constitute cause for the remaining party to terminate this Agreement.

6. Shared Access to FCC Station Authorizations and Licensing

Pierce Transit is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C (the "Pierce Transit Licenses" and together with the County Licenses, the "FCC Licenses"). Pierce Transit will permit the County to access such stations as a CCN party without further licensing or expense. Pierce Transit will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. Pierce Transit will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The County is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C. (the "Pierce County Licenses" and together with the Pierce Transit Licenses, the "FCC Licenses"). The County will permit Pierce Transit to access such stations as a CCN party without further licensing or expense. The County will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. The County will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The Pierce Transit Licenses shall remain owned by Pierce Transit subject to FCC Rules and this Agreement and the Pierce County Licenses shall remain owned by Pierce County subject to FCC rules and this Agreement. In accordance with the FCC Rules, the Parties' respective FCC Licenses and the CCN are being made available to each other and to eligible approved public agency system users on a nonprofit, cost shared basis. Each Party agrees that its use of the other Party's FCC Licenses will at all times be in compliance with applicable FCC Rules and all applicable FCC technical requirements, and each Party will immediately correct any condition that is contrary to such Rules and requirements.

The Parties agree that the conditions established by the Executive Board governing access by public agency users or customers to the CCN and/or each Party's stations will provide for the limitation of such access on the basis of capacity or similar constraints where such access could degrade the SCWCS, or a Party's use of the system or its use by other third party users. In addition, in the event that a Party determines that additional or modified access by the other Party to the CCN and/or each Party's stations in accordance with the foregoing provisions of this Section could, due to capacity or similar constraints, degrade the providing Party's use of the system, the providing Party reserves the right to limit such additional or modified access pending consultation and conclusion of a mutually agreeable resolution of the requesting Party's access and potential degradation of the providing Party's use of the system.

7. Staffing

Unless the Executive Board of the CCN determines otherwise, the Operations Board or its designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform other responsibilities as needed. The Operations Board or its designee(s) shall regularly advise the Executive Board concerning the status of CCN operations and issues relating thereto, and shall have day to day responsibility for management, administration and oversight of the CCN.

With the approval of the Executive Board, additional employees may be hired to perform work for the joint venture.

Pierce Transit employees and employees of Pierce County who perform work for the CCN shall maintain records of time spent by County and Pierce Transit employees on joint venture business and the billings of such time shall be credited against each Party's obligation for funding the CCN pursuant to a payment reimbursement schedule to be worked out in the Finance section within the Business Plan.

Except for reimbursement and other express obligations under this Agreement, no Party by reason of this Agreement assumes any responsibility for direction, supervision, employment, or the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the employees of any other Party, including its employees, representatives agents, contractors or suppliers.

8. CCN Executive Board

The CCN is governed by an Executive Board, a joint board under RCW 39.34.030(4)(a). The Executive Board shall serve as the governing and policy-setting body to oversee the activities, operation, maintenance of the CCN, and shall act in the best interests of the CCN.

Membership on the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the chair of the Pierce Transit Board of Commissioners or designee, and the Chief Executive Officer of Pierce Transit or designee, each of whom shall attend meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice and one vote. The County Executive or designee and the Chair of the County Council or designee may only be members of the CCN Executive Board if that person is not contemporaneously serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved.

The Executive Board shall adopt the Business Plan within one hundred eighty (180) days of the effective date of this Agreement. Annually, the Executive Board shall establish and maintain a budget for the CCN.

Meetings of the Executive Board are subject to the Open Public Meetings Act, RCW Ch. 42.30. At any meeting, attendance by one member may be telephonic so long as that member, the member attending in person and those members of the public attending can hear. There shall be at least one meeting of the Board per year, and the Executive Board may conduct other regular and special meetings. Fifteen days' notice to each member shall be given prior to any meeting.

The Executive Board has authority on behalf of the joint venture:

1. to purchase or otherwise acquire and to sell or otherwise dispose of property or assets or shared infrastructure in accordance with the terms of this Agreement;
2. to authorize the Director of Pierce County Emergency Management or designee to enter contracts, obtain services, issue licenses, and procure resources necessary for the operations, maintenance, and sustainment of the joint venture through the Procurement Division of the Pierce County Budget and Finance Department, in compliance with Pierce County, Pierce Transit rules and regulations regarding such activities as further established in the CCN Business Plan on behalf of the joint venture;
3. to authorize the allocation of staff hours to be contributed by Pierce Transit or the County for joint venture business;
4. to set security and other standards for the operation of the shared infrastructure, and for the conduct of customers of the CCN;
5. to adopt budgets of the joint venture and set reserves;

6. to establish and operate an enterprise fund or special funds as authorized by RCW Ch. 39.34;
7. to provide for the employment of staff by the joint venture;
8. to authorize application(s) for federal, state or local funding and to use the proceeds thereof;
9. to set the proportionate annual financial participation of joint venture parties for operating, maintenance, capital and other expenses, which initially shall be ½ the responsibility of Pierce Transit and ½ the responsibility of the County. The Executive Board shall ensure that the expense of authorized staff of Pierce Transit or the County attributable to time spent on joint venture business shall apply toward each party's annual financial participation. The Executive Board shall also proportionately adjust any party's annual financial participation to give credit for any party's greater initial contribution to the shared infrastructure as listed on Exhibit A, though such credit may be spread over the first five years of the project;
10. to exercise the joint powers set out in RCW 39.34.030;
11. to establish policies and bylaws for the Executive Board;
12. to set rates and charges for services and access to the SCWCS;
13. to adopt or change the name of the Pierce Transit-Pierce County Combined Communications Network ("CCN");
14. to make recommendations to the parties' governing bodies;
15. to determine the services to be offered and the terms and rates for such services;
16. to enter into agreements with third parties for goods, services, and/or insurance;
17. to sue, be sued, complain, and defend in all courts of competent jurisdiction;
18. to amend, dissolve or terminate this Agreement in part or in its entirety, which shall require a unanimous vote and approval of each parties' respective governing boards; and
19. to take any other lawful action in the interest of the joint venture or in furtherance of its purposes.

9. System Access Agreements

On behalf of the joint venture and using standards and formats approved by the Executive Board, the Operations Board may authorize CCN System Access Agreements (SAA) permitting specified

use of the shared infrastructure by third parties. The Executive Board may provide for a customer advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical requirements.

10. Revenue and Expenses

Revenue from shared infrastructure and from CCN activities shall be the property of the joint venture. Expenses of shared infrastructure and CCN activities shall be the obligation of the joint venture.

11. Support Services

Unless the Board determines otherwise, Pierce County will act as fiscal agent of the CCN for banking purposes. The Board may make provision for staffing or contract as appropriate for staff and auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing and data processing.

12. Responsibility Of The Parties

In addition to the Responsibility of the Parties listed as Exhibit A to the Parties' February 22 2011 Communication Agreement, the Parties agree to assume the following responsibilities.

The Parties agree to sustain the SCWCS as a Certified Engineered Designed System, in accordance with OEM standards, and engineering best practices.

The Parties agree to follow GASB financial standards and procedures, thereby demonstrating accountability and stewardship over public resources by providing clear, consistent and transparent financial reports. The Parties will comply with the methods prescribed by the Washington State Auditor and all business rules established by the Executive Board in accounting for assets, liabilities, resources and expenditures related to the joint venture.

Each party shall preserve and maintain its separate property and respective licenses and subscriber equipment as listed on Exhibit B to allow for the continued operation of the CCN and SCWCS unless otherwise approved by the Executive Board.

The County shall be required to receive written approval from Pierce Transit should the County desire to change or upgrade the SCWCS. Prior to granting approval, Pierce Transit may request information it deems necessary to make an informed decision and the County agrees to provide such information to mitigate impacts to Pierce Transit's operational requirements, risks to the SCWCS capabilities, or financial risks resulting from the requested change.

Pierce Transit shall be required to receive written approval from the County should Pierce Transit desire to change or upgrade the SCWCS. Prior to granting approval, the County may request information it deems necessary to make an informed decision and Pierce Transit agrees

to provide such information to mitigate impacts to the County's operational requirements, risk to the SCWCS capabilities, or financial risks resulting from the requested change.

As part of any SCWCS change or upgrade request, the Parties agree to perform a Total Cost of Ownership (TCO) Analysis to gauge the cost benefit and viability of any capital investment or SCWCS design change or upgrade to quantify the operational and financial impacts to the County or Pierce Transit over the lifecycle of the various communication technologies being requested.

13. Dispute Resolution, Venue

The Parties shall make good faith attempts to resolve any disputes, including disputes regarding system change requests, informally. Otherwise, the Parties shall engage in mediation within thirty days of a Party's request for mediation prior to pursuit of any other legal remedy. This Agreement shall be interpreted and construed according to and enforced under the laws of the State of Washington, and the Superior Court of Pierce County shall have exclusive jurisdiction and venue over any legal action arising under this Agreement, unless jurisdiction lies exclusively in federal court. In any dispute over the interpretation or application of this Agreement, each party shall bear its own costs and attorneys' fees.

14. Duration and Termination of Agreement

The duration of this Agreement shall be indefinite and the Agreement shall continue until terminated by notice in writing given by either Pierce Transit or the County to the other board member(s) on or before November 30th of the year preceding the final full year of participation, or until terminated otherwise in accordance with this Agreement. Both Parties must continue to fulfill their obligations under this Agreement until the effective date of the termination.

If before April 30th of any fiscal year a Party shall fail to appropriate funds for its financial participation that year as established by the Board, or shall fail to pay such participation by the deadline(s) established by the Board, its vote on the Board shall be reduced to ½ its usual vote until such participation has been fully paid. If such participation by either Pierce Transit or the County remains unpaid on July 1st of that fiscal year, the Agreement shall be deemed terminated effective December 31st of that year unless the Board decides otherwise. The fiscal year of the joint venture shall be the calendar year.

In the event that a Party seeks to terminate this Agreement, it shall give written notice to the Executive Board, which notice shall include the following information, at a minimum:

- a. An explanation of the circumstances causing the Party to believe withdrawal is necessary;
- b. A description of the probable impacts on the remaining Party as a result of the withdrawal, including to the budget of the CCN Program;
- c. A description of the alternatives to withdrawal that have been evaluated by the party; and
- d. A proposed withdrawal work plan.

Other than in the instance in which a Party does not appropriate funds resulting in termination, within thirty days of any notice of intent to terminate this Agreement, the Parties shall engage in mediation to attempt to resolve any differences and shall make all good faith efforts to preserve this Agreement and the joint venture.

If this Agreement is terminated by action or inaction of either party, the terminating party shall be liable to the remaining party for actual damages proximately caused by the termination.

Upon termination by either Party without cause or upon mutual termination, ownership of each asset, including upgrades and improvements thereto, shall revert to the Party that contributed the same to the Shared Infrastructure, and the remaining joint venture assets shall be owned in common and distributed proportionately to the former Party(s). Should either of such former Parties elect to sell an interest in such remaining joint venture assets, the other Party shall have the first right to purchase such for the depreciated value. Termination shall not impact the separately owned property that is listed on Exhibit B which shall, at all times, remain the property of the original owner.

In the event that any Party fails to perform an obligation under this Agreement, the other Party shall have the right to bring an action for specific performance, damages, and any other remedies available under this Agreement in law or in equity.

15. No Assignment Permitted

Pierce Transit and the County shall not subcontract, assign or delegate their rights or duties under this Agreement without the prior approval of the Executive Board.

16. No Third Party Beneficiaries

Neither Pierce Transit nor the County intend for any third-party to acquire any rights under this Agreement. There are no third-party beneficiaries hereto.

17. Claims and Litigation

In the event a Party receives a claim or suit by a third party which may involve the joint venture and/or shared infrastructure, it should refer the same to the Executive Board, which will determine whether the joint venture is involved and may authorize hiring of counsel, or request that the legal department of one of the Parties voluntarily handle the matter, or otherwise provide for the protection of the interests of the joint venture. The Parties shall consider entering into a joint defense plan, and will cooperate with each other as needed to respond to and defend against any such claims or actions. Any settlement or final judgment involving the joint venture and/or shared infrastructure shall first be paid by the joint venture with any contribution by the Parties as approved by Executive Board.

18. Indemnity

Each Party shall defend, indemnify, and hold harmless the other and all of their elected officials, employees, principals and agents from and against all claims, demands, suits, actions and liability of any kind, including injuries to person or damages to property, which arise out of or are connected with the intentional or negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents and representatives related to the indemnifying Party's responsibilities and other work referred to in this Agreement; provided, however that if such claims, damages and injuries to persons or property are caused by or result from the proportionate or concurrent negligence of the Parties, this indemnification obligation applies only to the extent of the negligence of each Party, its contractor or employees, agents or representatives.

19. Filing

The County shall attend to filing this Agreement with the County Auditor pursuant to RCW 39.34.040.

20. Notices

Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in this section to receive notice for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Agreement. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

To Pierce County:
Director of Emergency Management
South 35th Street, Suite D
Tacoma, WA 98409

To Pierce Transit:
Chief Operations Officer
3701 96th Street SW
Lakewood, WA 98499

21. General Provisions

This Agreement contains all of the undertakings of the parties with respect to any matter covered or mentioned herein. No provision of the Agreement may be amended or modified except by written agreement signed by the parties and adopted by each party's governing board. Any provision of the Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof and such other provisions will remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach, and no term or condition of this Agreement shall be held to be waived, modified or deleted except by a writing signed by the parties and adopted by each party's governing board. The Parties represent that they have the legal authority to bind their

respective agencies and have specific authority from their governing Boards to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last written below.

PIERCE TRANSIT

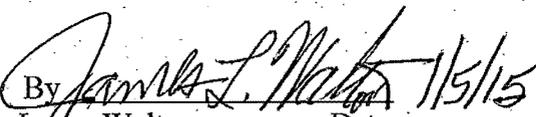
PIERCE COUNTY

Approved as to legal form:

Approved as to legal form:

By 
Legal Counsel Date 1/5/15
Chief Executive Officer

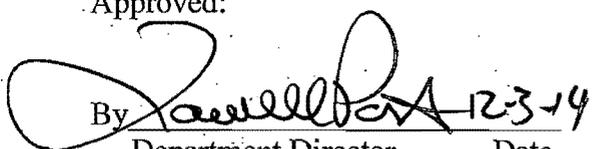
By 
Deputy Prosecutor 12.9.14

By  1/5/15
James Walton Date
Chief Executive Officer

Recommended:

By  12/15/14
Budget & Finance Date

Approved:

By  12-3-14
Department Director Date

By  12/27/14
Pierce County Executive Date



Pierce County Council

930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402-2176
(253) 798-7777
FAX (253) 798-7509
Toll-Free (800) 992-2456
www.piercecountywa.org/council

This amendment passed at the September 15, 2014 Rules and Operations Committee and was incorporated into Substitute Proposal No. R2014-95s.

Committee Amendment No. 1 Proposal No. R2014-95 Green

Date: September 15, 2014
To: Rules and Operations Committee Members
From: Councilmembers McDonald and Richardson
Hearing Date: September 15, 2014
Attachments: (CCN Agreement Exhibit A, CCN Agreement Exhibit B, CCN Agreement Exhibit C)
Subject: Proposal No. R2014-95, Combined Communications Network

We recommend the proposal be amended as follows:

1. At page 1 of Exhibit A, beginning at line 50, modify the definition as shown in strikeout and highlight as follows:

"Executive Board: The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of ~~one~~ **two** representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN."

2. At page 2 of Exhibit A, beginning at line 11, modify the definition as shown in strikeout and highlight as follows:

"~~Policy Operations~~ Board: A joint board consisting of the Chief Operating Officer of Pierce Transit and the Director of the Pierce County Department of Emergency Management, formed to advise the Executive Board and charged with day-to-day monitoring of CCN operations."

3. At page 4 of Exhibit A, beginning at line 18, modify the membership of the Executive Board as shown in strikeout and highlight as follows:

"Membership on the Executive Board shall consist of the County Executive or designee, ~~the Chair of the Pierce County Council or designee, the Chair of the Pierce Transit Board of Commissioners or designee;~~ and the Chief Executive Officer of Pierce Transit or designee, each of whom shall attend meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice and one vote. The County Executive or designee ~~and the Chair of the County Council or designee~~ may only be a member of the CCN Executive Board if that person is not contemporaneously serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved."

4. At page 3 of Exhibit A, beginning at line 50, change the name of the Policy Board to the Operation Board as shown in ~~strikeout~~ and highlight as follows:

"Unless the Executive Board of the CCN determines otherwise, the Policy ~~Operations~~ Board or its designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform other responsibilities as needed. The Policy ~~Operations~~ Board or its designee(s) shall regularly advise the Executive Board concerning the status of CCN operations and issues relating thereto, and shall have day to day responsibility for management, administration and oversight of the CCN."

5. At page 5 of Exhibit A, beginning at line 47, modify text as shown in ~~strikeout~~ and highlight as follows:

"On behalf of the joint venture and using standards and formats approved by the ~~Executive~~ Board, the Policy ~~Operations~~ Board may authorize CCN System Access Agreements (SAA) permitting specified use of the shared infrastructure by third parties. The Executive Board may provide for a customer advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical requirements."

6. Insert the attached seven pages (CCN Agreement Exhibit A, CCN Agreement Exhibit B, and CCN Agreement Exhibit C) at the end of Exhibit A, and re-number the pages accordingly.

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1 Sponsored by: Councilmembers Rick Talbert, Stan Flemming and Connie Ladenburg
2 Requested by: Council

3
4
5
6 **RESOLUTION NO. R2014-95s**
7
8

9 **A Resolution of the Pierce County Council Authorizing the Pierce County**
10 **Executive to Execute an Interlocal Agreement with Pierce**
11 **Transit for the Operation, Maintenance, Sustainment, and**
12 **Governance of a Combined Communications Network.**
13

14 **Whereas**, Pierce County and the Pierce County Public Transportation Benefit
15 Area Corporation (hereinafter Pierce Transit) have jointly designed, financed,
16 developed, and installed a high-quality public safety communications system for public
17 safety and other agencies on a county-wide basis within Pierce County, pursuant to a
18 communication agreement entered into by the parties on February 22, 2011; and
19

20 **Whereas**, the Pierce County Council has approved funding for Pierce County
21 components of the communications system through the 2011 Pierce County Budget and
22 subsequent budgets; and
23

24 **Whereas**, Pierce County's components of the communications system include
25 shares of the P25 Master Site and various network, data, management, and other
26 subsystems, with the County's prior investment in these components totaling
27 \$22,350,000; and
28

29 **Whereas**, the February 22, 2011, communications agreement called for the
30 development of a future agreement providing for the maintenance, operation,
31 sustainment, and governance of the communication system; and
32

33 **Whereas**, Pierce County and Pierce Transit desire to enter into such an
34 agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter
35 39.34 of the Revised Code of Washington (RCW); and
36

37 **Whereas**, the interlocal agreement creates a joint venture to own jointly and to
38 provide for the maintenance, operation, sustainment, and governance of a joint venture
39 which shall be called the Pierce Transit – Pierce County Combined Communications
40 Network (CCN) of shared radio and microwave systems to carry voice and data traffic
41 and to serve as an interoperable access point to a regional Single County-Wide
42 Communications System (SCWCS); and



1 **Whereas**, the interlocal agreement provides that the CCN shall be governed by
2 an Executive Board, a joint board under RCW 39.34.030(4)(a); and

3
4 **Whereas**, the Executive Board shall serve as the governing and policy-setting
5 body to oversee the activities, operation, maintenance, and sustainment of the CCN,
6 and shall act in the best interests of the CCN; and

7
8 **Whereas**, the Board of Commissioners of Pierce Transit has previously approved
9 the execution of the interlocal agreement; **Now Therefore**,

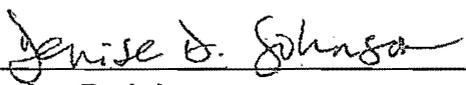
10
11 **BE IT RESOLVED** by the Council of Pierce County:

12
13 Section 1. The Pierce County Executive is hereby authorized to enter into an
14 interlocal agreement, substantially in the same form as Exhibit A which is attached
15 hereto and incorporated herein by reference, with Pierce Transit for the creation,
16 maintenance, operation, sustainment and governance of a joint venture which shall be
17 called the Pierce Transit – Pierce County Combined Communications Network (CCN).

18
19 **ADOPTED** this 7th day of October, 2014.

20
21 **ATTEST:**

PIERCE COUNTY COUNCIL
Pierce County, Washington

22
23
24 
25 _____
26 **Denise D. Johnson**
27 Clerk of the Council



Dan Roach
Council Chair



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This Agreement, among other things, establishes the framework for the governance and management of the maintenance and operation of the CCN, the respective roles and responsibilities of the Parties, allocation of revenue collected from the CCN, and the Parties' commitments to share in the costs of operating, maintaining, and updating the CCN.

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Certain terms used herein are defined as follows:

Business Plan: A detailed plan that defines the organizational structure, operational activities, and financing and budgeting structure of the overall business of the CCN.

Executive Board: The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of two representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN.

FCC Rules: For purposes of this Agreement, the rules of the Federal Communications Commission ("FCC"), including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et



1 seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other
2 Rules of the FCC and all decisions and orders of the FCC, applicable to the FCC Licenses; and the
3 Communications Act of 1934, as amended.

4
5 Pierce Transit – Pierce County Combined Communications Network (CCN): The joint venture formed by
6 this interlocal agreement between Pierce County and Pierce Transit to engage in all activities relating to
7 the administration, design, development, acquisition and installation of a single county wide
8 communication system and that system's operation, maintenance and management on behalf of the
9 system's owners, Pierce County and Pierce Transit.

10
11 Operations Board: A joint board consisting of the Pierce Transit Radio Communication Technology
12 Administrator or designee and the Director of the Pierce County Department of Emergency Management
13 or designee, formed to advise the Executive Board and charged with day-to-day monitoring of CCN
14 operations.

15
16 Shared Infrastructure: Various components or assets of the CCN infrastructure, contributed by the
17 parties as capital assets of the joint venture, as listed on Exhibit A.

18
19 Single County Wide Communication System (SCWCS): The communication system managed and
20 operated by the CCN, consisting of all of the technical subsystems, including all of the following: Radio,
21 Microwave, Fiber, Networking, Dispatch, Recording, Security, and Wireless; as well as Spectrum Assets
22 and supporting Facilities. The SCWCS also includes VHF, UHF, 700 and 800 MHz and microwave
23 system technologies.

24
25 System Access Agreement (SAA): An agreement between the CCN and a public agency customer or
26 user of the SCWCS to allow for access to the SCWCS. All SAAs are conditioned upon the acceptance of
27 the terms and conditions of access as established by the Executive Board.

28
29 Total Cost of Ownership (TCO) Analysis: An assessment and determination of the allocation of costs
30 between the Parties relative to upgrades, replacement, maintenance, growth and expansion or
31 contraction of the CCN and any Party's property or assets used for the CCN. The TCO shall be utilized to
32 account for a Party's growth or expansion of its system or assets to avoid unfairly burdening the other
33 Party with a disproportionate cost.

34 35 **4. Ownership of Shared Infrastructure Comprising CCN**

36
37 Pierce Transit and the County have each separately purchased or otherwise separately own
38 various components or assets of the CCN infrastructure, such as microwave equipment, fiber optic cable,
39 conduit, electronic equipment and other equipment used for the transportation or transfer of voice and
40 data signals, a general inventory of which is attached hereto as Exhibit A. For all items listed on Exhibit
41 A, each party wishes to contribute its portion of such infrastructure to be used as capital assets by the
42 joint venture to become "shared infrastructure". Pierce Transit hereby conveys to Pierce County an
43 undivided one-half interest in Pierce Transit's ownership of the shared infrastructure, limited to those
44 items inventoried on Exhibit A, and the County hereby conveys to the Pierce Transit an undivided one-
45 half interest in Pierce County's ownership of the shared infrastructure, limited to those items inventoried
46 on Exhibit A.

47
48 Shared infrastructure shall not include, and the parties remain separate owners of: (1) the real
49 estate, buildings, generators and towers identified on Exhibit B; (2) their respective licenses identified on
50 Exhibit C; and (3) subscriber equipment such as end user radio units.

51
52 Pierce Transit and the County have each made significant contributions to date to the shared
53 infrastructure such that their participation in the governance and operation of CCN joint venture should, in
54 the best interests of each Party and the CCN project, be equal.



1
2 **5. Operation and Maintenance of CCN and Shared Infrastructure**
3

4 Pierce Transit and the County will cooperate in operation of the CCN and in providing
5 maintenance of the Shared Infrastructure.
6

7 For that separately owned property that is listed on Exhibit B, including real estate, buildings,
8 generators and towers, each party agrees to operate, maintain, manage, and replace such separate
9 property if it is needed for continued operations of the CCN. Failure of either party to do so may
10 constitute cause for the remaining party to terminate this Agreement.
11

12 **6. Shared Access to FCC Station Authorizations and Licensing**
13

14 Pierce Transit is the licensee of the FCC 700 MHz public safety radio station authorizations
15 identified in Exhibit C (the "Pierce Transit Licenses" and together with the County Licenses, the "FCC
16 Licenses"). Pierce Transit will permit the County to access such stations as a CCN party without further
17 licensing or expense. Pierce Transit will permit certain public agencies approved by the Executive Board
18 and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive
19 Board in a System Access Agreement. Pierce Transit will take commercially reasonable steps to
20 maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.
21

22 The County is the licensee of the FCC 700 MHz public safety radio station authorizations
23 identified in Exhibit C. (the "Pierce County Licenses" and together with the Pierce Transit Licenses, the
24 "FCC Licenses"). The County will permit Pierce Transit to access such stations as a CCN party without
25 further licensing or expense. The County will permit certain public agencies approved by the Executive
26 Board and eligible under FCC Rules to access such stations in accordance with conditions set by the
27 Executive Board in a System Access Agreement. The County will take commercially reasonable steps to
28 maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.
29

30 The Pierce Transit Licenses shall remain owned by Pierce Transit subject to FCC Rules and this
31 Agreement and the Pierce County Licenses shall remain owned by Pierce County subject to FCC rules
32 and this Agreement. In accordance with the FCC Rules, the Parties' respective FCC Licenses and the
33 CCN are being made available to each other and to eligible approved public agency system users on a
34 nonprofit, cost shared basis. Each Party agrees that its use of the other Party's FCC Licenses will at all
35 times be in compliance with applicable FCC Rules and all applicable FCC technical requirements, and
36 each Party will immediately correct any condition that is contrary to such Rules and requirements.
37

38 The Parties agree that the conditions established by the Executive Board governing access by
39 public agency users or customers to the CCN and/or each Party's stations will provide for the limitation of
40 such access on the basis of capacity or similar constraints where such access could degrade the
41 SCWCS, or a Party's use of the system or its use by other third party users. In addition, in the event that
42 a Party determines that additional or modified access by the other Party to the CCN and/or each Party's
43 stations in accordance with the foregoing provisions of this Section could, due to capacity or similar
44 constraints, degrade the providing Party's use of the system, the providing Party reserves the right to limit
45 such additional or modified access pending consultation and conclusion of a mutually agreeable
46 resolution of the requesting Party's access and potential degradation of the providing Party's use of the
47 system.
48

49 **7. Staffing**
50

51 Unless the Executive Board of the CCN determines otherwise, the Operations Board or its
52 designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform
53 other responsibilities as needed. The Operations Board or its designee(s) shall regularly advise the
54 Executive Board concerning the status of CCN operations and issues relating thereto, and shall have day
55 to day responsibility for management, administration and oversight of the CCN.
56



1 With the approval of the Executive Board, additional employees may be hired to perform work for the
2 joint venture.

3
4 Pierce Transit employees and employees of Pierce County who perform work for the CCN shall
5 maintain records of time spent by County and Pierce Transit employees on joint venture business and the
6 billings of such time shall be credited against each Party's obligation for funding the CCN pursuant to a
7 payment reimbursement schedule to be worked out in the Finance section within the Business Plan.

8
9 Except for reimbursement and other express obligations under this Agreement, no Party by reason of
10 this Agreement assumes any responsibility for direction, supervision, employment, or the payment of any
11 compensation, fees, wages, benefits or taxes to or on behalf of the employees of any other Party,
12 including its employees, representatives agents, contractors or suppliers.

13 14 **8. CCN Executive Board**

15
16 The CCN is governed by an Executive Board, a joint board under RCW 39.34.030(4)(a). The
17 Executive Board shall serve as the governing and policy-setting body to oversee the activities, operation,
18 maintenance of the CCN, and shall act in the best interests of the CCN.

19
20 Membership on the Executive Board shall consist of the County Executive or designee, the Chair
21 of the Pierce County Council or designee, the Chief Executive Officer of Pierce Transit or designee, and
22 the Chief Operations Officer of Pierce Transit or designee, each of whom shall attend meetings of the
23 Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice
24 and one vote. The County Executive or designee and the Chair of the County Council or designee may
25 only be members of the CCN Executive Board if that person is not contemporaneously serving on the
26 Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved.

27
28 The Executive Board shall adopt the Business Plan within one hundred eighty (180) days of the
29 effective date of this Agreement. Annually, the Executive Board shall establish and maintain a budget for
30 the CCN.

31
32 Meetings of the Executive Board are subject to the Open Public Meetings Act, RCW Ch. 42.30.
33 At any meeting, attendance by one member may be telephonic so long as that member, the member
34 attending in person and those members of the public attending can hear. There shall be at least one
35 meeting of the Board per year, and the Executive Board may conduct other regular and special meetings.
36 Fifteen days' notice to each member shall be given prior to any meeting.

37
38 The Executive Board has authority on behalf of the joint venture:

- 39
- 40 1. to purchase or otherwise acquire and to sell or otherwise dispose of property or assets or
41 shared infrastructure in accordance with the terms of this Agreement;
 - 42
43 2. to authorize the Director of Pierce County Emergency Management or designee to enter
44 contracts, obtain services, issue licenses, and procure resources necessary for the
45 operations, maintenance, and sustainment of the joint venture through the Procurement
46 Division of the Pierce County Budget and Finance Department, in compliance with Pierce
47 County, Pierce Transit rules and regulations regarding such activities as further established in
48 the CCN Business Plan on behalf of the joint venture;
 - 49
50 3. to authorize the allocation of staff hours to be contributed by Pierce Transit or the County for
51 joint venture business;
 - 52
53 4. to set security and other standards for the operation of the shared infrastructure, and for the
54 conduct of customers of the CCN;

55



5. to adopt budgets of the joint venture and set reserves;
6. to establish and operate an enterprise fund or special funds as authorized by RCW Ch. 39.34;
7. to provide for the employment of staff by the joint venture;
8. to authorize application(s) for federal, state or local funding and to use the proceeds thereof;
9. to set the proportionate annual financial participation of joint venture parties for operating, maintenance, capital and other expenses, which initially shall be ½ the responsibility of Pierce Transit and ½ the responsibility of the County. The Executive Board shall ensure that the expense of authorized staff of Pierce Transit or the County attributable to time spent on joint venture business shall apply toward each party's annual financial participation. The Executive Board shall also proportionately adjust any party's annual financial participation to give credit for any party's greater initial contribution to the shared infrastructure as listed on Exhibit A, though such credit may be spread over the first five years of the project;
10. to exercise the joint powers set out in RCW 39.34.030;
11. to establish policies and bylaws for the Executive Board;
12. to set rates and charges for services and access to the SCWCS;
13. to adopt or change the name of the Pierce Transit-Pierce County Combined Communications Network ("CCN");
14. to make recommendations to the parties' governing bodies;
15. to determine the services to be offered and the terms and rates for such services;
16. to enter into agreements with third parties for goods, services, and/or insurance;
17. to sue, be sued, complain, and defend in all courts of competent jurisdiction;
18. to amend, dissolve or terminate this Agreement in part or in its entirety, which shall require a unanimous vote and approval of each parties' respective governing boards; and
19. to take any other lawful action in the interest of the joint venture or in furtherance of its purposes.

9. System Access Agreements

On behalf of the joint venture and using standards and formats approved by the Executive Board, the Operations Board may authorize CCN System Access Agreements (SAA) permitting specified use of the shared infrastructure by third parties. The Executive Board may provide for a customer advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical requirements.

10. Revenue and Expenses

Revenue from shared infrastructure and from CCN activities shall be the property of the joint venture. Expenses of shared infrastructure and CCN activities shall be the obligation of the joint venture.



1
2 **11. Support Services**
3

4 Unless the Board determines otherwise, Pierce County will act as fiscal agent of the CCN for
5 banking purposes. The Board may make provision for staffing or contract as appropriate for staff and
6 auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing
7 and data processing.
8

9 **12. Responsibility Of The Parties**
10

11 In addition to the Responsibility of the Parties listed as Exhibit A to the Parties' February 22 2011
12 Communication Agreement, the Parties agree to assume the following responsibilities.
13

14 The Parties agree to sustain the SCWCS as a Certified Engineered Designed System, in accordance
15 with OEM standards, and engineering best practices.
16

17 The Parties agree to follow GASB financial standards and procedures, thereby demonstrating
18 accountability and stewardship over public resources by providing clear, consistent and transparent
19 financial reports. The Parties will comply with the methods prescribed by the Washington State Auditor
20 and all business rules established by the Executive Board in accounting for assets, liabilities, resources
21 and expenditures related to the joint venture.
22

23 Each party shall preserve and maintain its separate property and respective licenses and subscriber
24 equipment as listed on Exhibit B to allow for the continued operation of the CCN and SCWCS unless
25 otherwise approved by the Executive Board.
26

27 The County shall be required to receive written approval from Pierce Transit should the County desire
28 to change or upgrade the SCWCS. Prior to granting approval, Pierce Transit may request information it
29 deems necessary to make an informed decision and the County agrees to provide such information to
30 mitigate impacts to Pierce Transit's operational requirements, risks to the SCWCS capabilities, or
31 financial risks resulting from the requested change.
32

33 Pierce Transit shall be required to receive written approval from the County should Pierce Transit
34 desire to change or upgrade the SCWCS. Prior to granting approval, the County may request information
35 it deems necessary to make an informed decision and Pierce Transit agrees to provide such information
36 to mitigate impacts to the County's operational requirements, risk to the SCWCS capabilities, or financial
37 risks resulting from the requested change.
38

39 As part of any SCWCS change or upgrade request, the Parties agree to perform a Total Cost of
40 Ownership (TCO) Analysis to gauge the cost benefit and viability of any capital investment or SCWCS
41 design change or upgrade to quantify the operational and financial impacts to the County or Pierce
42 Transit over the lifecycle of the various communication technologies being requested.
43

44 **13. Dispute Resolution, Venue**
45

46 The Parties shall make good faith attempts to resolve any disputes, including disputes regarding
47 system change requests, informally. Otherwise, the Parties shall engage in mediation within thirty days of
48 a Party's request for mediation prior to pursuit of any other legal remedy. This Agreement shall be
49 interpreted and construed according to and enforced under the laws of the State of Washington, and the
50 Superior Court of Pierce County shall have exclusive jurisdiction and venue over any legal action arising
51 under this Agreement, unless jurisdiction lies exclusively in federal court. In any dispute over the
52 interpretation or application of this Agreement, each party shall bear its own costs and attorneys' fees.
53



1
2 **14. Duration and Termination of Agreement**
3

4 The duration of this Agreement shall be indefinite and the Agreement shall continue until
5 terminated by notice in writing given by either Pierce Transit or the County to the other board member(s)
6 on or before November 30th of the year preceding the final full year of participation, or until terminated
7 otherwise in accordance with this Agreement. Both Parties must continue to fulfill their obligations under
8 this Agreement until the effective date of the termination.
9

10 If before April 30th of any fiscal year a Party shall fail to appropriate funds for its financial
11 participation that year as established by the Board, or shall fail to pay such participation by the
12 deadline(s) established by the Board, its vote on the Board shall be reduced to ½ its usual vote until such
13 participation has been fully paid. If such participation by either Pierce Transit or the County remains
14 unpaid on July 1st of that fiscal year, the Agreement shall be deemed terminated effective December 31st
15 of that year unless the Board decides otherwise. The fiscal year of the joint venture shall be the
16 calendar year.
17

18 In the event that a Party seeks to terminate this Agreement, it shall give written notice to the
19 Executive Board, which notice shall include the following information, at a minimum:
20

- 21 a. An explanation of the circumstances causing the Party to believe withdrawal is necessary;
- 22 b. A description of the probable impacts on the remaining Party as a result of the withdrawal,
23 including to the budget of the CCN Program;
- 24 c. A description of the alternatives to withdrawal that have been evaluated by the party; and
- 25 d. A proposed withdrawal work plan.
26

27 Other than in the instance in which a Party does not appropriate funds resulting in termination,
28 within thirty days of any notice of intent to terminate this Agreement, the Parties shall engage in mediation
29 to attempt to resolve any differences and shall make all good faith efforts to preserve this Agreement and
30 the joint venture.
31

32 If this Agreement is terminated by action or inaction of either party, the terminating party shall be
33 liable to the remaining party for actual damages proximately caused by the termination.
34

35 Upon termination by either Party without cause or upon mutual termination, ownership of each
36 asset, including upgrades and improvements thereto, shall revert to the Party that contributed the same to
37 the Shared Infrastructure, and the remaining joint venture assets shall be owned in common and
38 distributed proportionately to the former Party(s). Should either of such former Parties elect to sell an
39 interest in such remaining joint venture assets, the other Party shall have the first right to purchase such
40 for the depreciated value. Termination shall not impact the separately owned property that is listed on
41 Exhibit B which shall, at all times, remain the property of the original owner.
42

43 In the event that any Party fails to perform an obligation under this Agreement, the other Party
44 shall have the right to bring an action for specific performance, damages, and any other remedies
45 available under this Agreement in law or in equity.
46

47 **15. No Assignment Permitted**
48

49 Pierce Transit and the County shall not subcontract, assign or delegate their rights or duties
50 under this Agreement without the prior approval of the Executive Board.
51



1
2 **16. No Third Party Beneficiaries**

3
4 Neither Pierce Transit nor the County intend for any third-party to acquire any rights under this
5 Agreement. There are no third-party beneficiaries hereto.
6

7 **17. Claims and Litigation**

8
9 In the event a Party receives a claim or suit by a third party which may involve the joint venture
10 and/or shared infrastructure, it should refer the same to the Executive Board, which will determine
11 whether the joint venture is involved and may authorize hiring of counsel, or request that the legal
12 department of one of the Parties voluntarily handle the matter, or otherwise provide for the protection of
13 the interests of the joint venture. The Parties shall consider entering into a joint defense plan, and will
14 cooperate with each other as needed to respond to and defend against any such claims or actions. Any
15 settlement or final judgment involving the joint venture and/or shared infrastructure shall first be paid by
16 the joint venture with any contribution by the Parties as approved by Executive Board.
17

18 **18. Indemnity**

19
20 Each Party shall defend, indemnify, and hold harmless the other and all of their elected officials,
21 employees, principals and agents from and against all claims, demands, suits, actions and liability of any
22 kind, including injuries to person or damages to property, which arise out of or are connected with the
23 intentional or negligent acts or omissions of the indemnifying Party, its contractors, and/or employees,
24 agents and representatives related to the indemnifying Party's responsibilities and other work referred to
25 in this Agreement; provided, however that if such claims, damages and injuries to persons or property are
26 caused by or result from the proportionate or concurrent negligence of the Parties, this indemnification
27 obligation applies only to the extent of the negligence of each Party, its contractor or employees, agents
28 or representatives.
29

30 **19. Filing**

31
32 The County shall attend to filing this Agreement with the County Auditor pursuant to RCW
33 39.34.040.
34

35 **20. Notices**

36
37 Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office
38 of the representative authorized and designated in this section to receive notice for the respective party, or if
39 deposited in the mail, properly stamped with the required postage and addressed to the office of such
40 representative as indicated in this Agreement. Either party hereto shall have the right to change any
41 representative or address it may have given to the other party by giving such other party due notice in writing
42 of such change.
43

44 To Pierce County:
45 Director of Emergency Management
46 South 35th Street, Suite D
47 Tacoma, WA 98409

To Pierce Transit:
Chief Operations Officer
3701 96th Street SW
Lakewood, WA 98499

48
49 **21. General Provisions**

50
51 This Agreement contains all of the undertakings of the parties with respect to any matter covered
52 or mentioned herein. No provision of the Agreement may be amended or modified except by written
53 agreement signed by the parties and adopted by each party's governing board. Any provision of the
54 Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof
55 and such other provisions will remain in full force and effect. Waiver of any breach or condition of this
56 Agreement shall not be deemed a waiver of any prior or subsequent breach, and no term or condition of



1 this Agreement shall be held to be waived, modified or deleted except by a writing signed by the parties
2 and adopted by each party's governing board. The Parties represent that they have the legal authority to
3 bind their respective agencies and have specific authority from their governing Boards to enter into this
4 Agreement.

5
6 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last written
7 below.

8 **PIERCE TRANSIT**

PIERCE COUNTY

9
10 Approved:
11
12
13 By _____
14 Lynne Griffith Date
15 Chief Executive Officer
16
17

Approved as to legal form:

By _____
Deputy Prosecutor

Recommended:

By _____
Budget & Finance Date

Approved:

By _____
Department Director Date

By _____
Pierce County Executive Date

36
37



1 CCN AGREEMENT EXHIBIT A

2
3
4 **SHARED INFRASTRUCTURE**
5 **OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK (“CCN”)**

6
7 **Exhibit A to Agreement Providing for Creation, Operation, and Governance of A Combined**
8 **Communication Network**

9
10 Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN”
11 of the Agreement Providing for Creation, Operation and Governance of a Combined Communications
12 Network (“CCN”) dated _____, the following assets constitute the “Shared Infrastructure” of the CCN.

13 **P25 Master Site:** The P25 Master site is core of the overall Single County Wide Communication System
14 (“SCWCS”). This includes switches, routers, servers, software, licenses and other supporting equipment
15 that make up components of the radio system and auxiliary alarming, reporting and data collection
16 systems received from the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,500,000	\$1,500,000	\$3,000,000

17 **Network Sub-System:** The Network Sub-System is a component of the overall SCWCS. This includes
18 switches, routers, servers, software, and other supporting equipment that make up components of the
19 radio system and auxiliary alarming, reporting and data collection systems between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$250,000	\$300,000	\$550,000

20 **Key Management Sub-System:** The Key Management Sub-System is a component of the overall
21 SCWCS. This includes equipment and means by which radio programming and encryption keys are
22 managed and distributed.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$0	\$100,000	\$100,000

23 **Wireless Data Networks:** A wireless data network is a telecommunications network that allows
24 computers or radio communication devices to exchange data such as GPS and CAD/AVL data. The
25 connections (network links) between networked computing devices (network nodes) are established using
26 either cable media or wireless media.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$12,000,000	\$1,200,000	\$13,200,000

27
28 **Recording Sub-Systems:** The Recording Sub-System is a component of the overall SCWCS. This
29 includes Logging Recorder servers, Archive servers, and supporting equipment.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$700,000	\$100,000	\$800,000



1 **Radio Sub-System:** The Radio Sub-System comprises part of the overall SCWCS. This includes radio
 2 transmitter and receiver equipment, various facilities, site development, site enhancements, services and
 3 supporting equipment such as communication buildings, towers, generators, fencing, security, HVAC
 4 systems, and power systems. The Radio Sub-System includes the equipment and assets at the shared
 5 sites listed on Appendix 1 hereto.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$15,000,000	\$17,000,000	\$32,000,000

6 **Microwave Sub-System:** The Microwave Sub-System is a transport component of the overall SCWCS.
 7 This includes design, transceivers, dish antennas, wave guides, dehydration, pressurization equipment,
 8 installation and services, and other associated components that provide wireless connectivity between
 9 the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$1,400,000	\$2,600,000

10 **Fiber Sub-System:** The Fiber Sub-System is a transport component of the overall SCWCS. This includes
 11 fiber cables, Multiplexing equipment, and other and other associated components that provide optical
 12 connectivity between sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$750,000	\$1,950,000

Grand Total Pierce Transit Investment	Grand Total Pierce County Investment	Grand Total CCN Investment in Shared Infrastructure
\$30,100,000	\$22,350,000	\$52,450,000



**SHARED INFRASTRUCTURE
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK (“CCN”)**

Appendix 1 to Exhibit A to Agreement Providing for Creation, Operation, and Governance of A Combined Communication Network

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a Combined Communications Network (“CCN”) dated _____, Pierce Transit and Pierce County intend to contribute to the “Shared Infrastructure” of the CCN all equipment and assets at the following shared sites:

Site Name	Location
Mineral Hill Remote site (S)	46°44'36.65" N 122°10'05.47" W
Purdy Prime (W) and Remote site (M)	14515 54th avenue NW Gig Harbor, 98332
DuPont Remote repeater (W)	1650 Forman Road, Lakewood, WA.
Home Remote repeater (W)	17782 16th St KP S Lakebay WA 98394
Vaughn Remote repeater (W)	17500 80th St KP N Vaughn WA 98394
T N B Remote Repeater (W)	47°15'54.29" N 122°32'51.49" W
CMF Prime (M)	4812 196 th Street East Spanaway WA 98387
Graham Hill Remote repeater (M)	25016 Meridian Graham WA 98338
Spar Pole Remote repeater (M)	47°02'51.39" N 122°08'38.85" W
Eatonville Prime (S)	46008 Alder Cutoff Road Eatonville WA 98328
McKenna Remote repeater (S)	346th Street S and highway 507 Roy WA 98580
3-Sisters (IR) Site	47°07'00.35" N 121°53'33.59" W
Puyallup Remote repeater (M)	110 39 th Ave SE Puyallup WA 98374
Hemlock Remote repeater (M)	10101 Hemlock Avenue Lakewood, WA
Indian Hill Remote repeater (M)	4819 37 th Ave NE Tacoma WA 98422
Top Hat (IR) Site	206 SW 112 th Street, Seattle WA 98146



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Shared Site Legend:

1. Main Simulcast (M)
2. South Simulcast (S)
3. West Simulcast (W)
4. Independent Repeater Site (IR)



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CCN AGREEMENT EXHIBIT B

**SEPARATE ASSETS
OF PIERCE TRANSIT AND PIERCE COUNTY
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK ("CCN")
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

Exhibit B to Agreement Providing for Creation, Operation, and Governance of A Combined Communication Network

Pursuant to Section 3 "Definitions" and Section 4 "Ownership of Shared Infrastructure Comprising CCN" Agreement Providing for Creation, Operation and Governance of a Combined Communications Network ("CCN") dated _____, the following assets remain separate property of the Parties and are not intended to be "Shared Infrastructure" of the CCN.

Pierce Transit separate assets include:

1. Smart System Technologies: specialized technologies which may or may not integrate or function within the SCWCS. This includes but not limited to the following technologies: Automated Passenger Counting (APC), Automatic Voice Announcement (AVA), and Video Camera Solutions, etc;
2. Subscriber Equipment: portable and mobile sub-scriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes; and
3. The following facilities:

Site Name	Location	Asset Owner
Pierce Transit (Dispatch – Building 5)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit
Pierce Transit (Building 4)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit

Pierce County separate assets include:

4. **Subscriber Equipment:** portable and mobile sub-scriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes.
5. The following facilities:

Site Name	Location	Asset Owner
Department of Emergency Management	2501 South 35 th Street, Suite D, Tacoma, WA 98409-7405	Pierce County



CCN AGREEMENT EXHIBIT C

LICENSES AND FREQUENCIES OF PIERCE TRANSIT AND PIERCE COUNTY
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK ("CCN")
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE

Exhibit C to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network

Pursuant to Section 3 "Definitions" and Section 4 "Ownership of Shared Infrastructure
Comprising CCN" Agreement Providing for Creation, Operation and Governance of a Combined
Communications Network ("CCN") dated _____, the following licenses and frequencies
remain separate assets of the Parties and are not intended to be "Shared Infrastructure" of the
CCN.

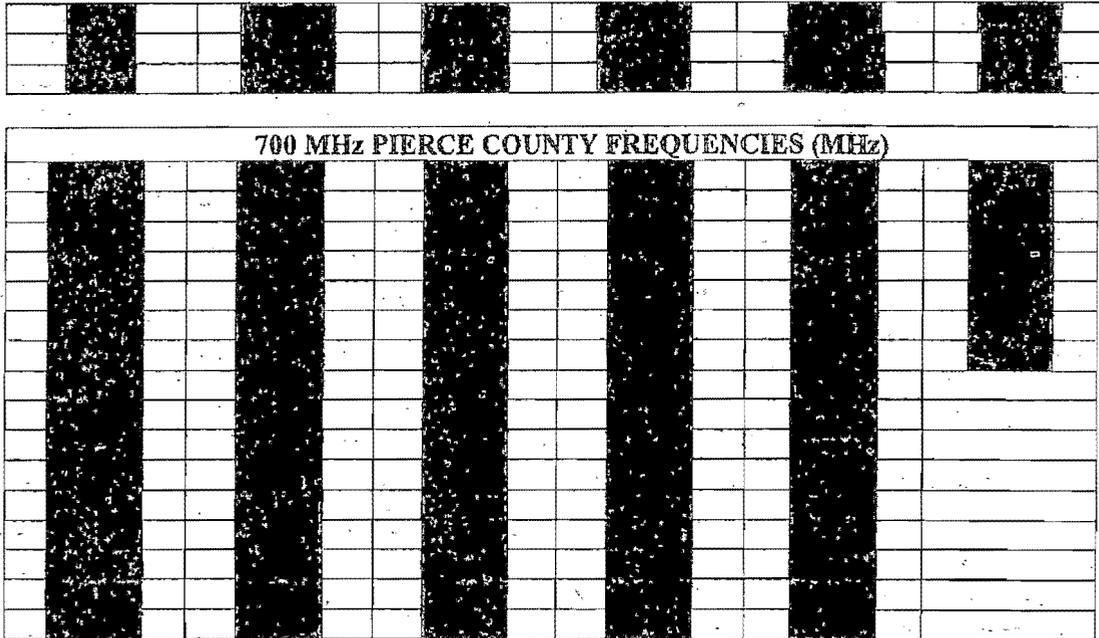
PIERCE TRANSIT LICENSES (FRNs 18766493, 1585017)						
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

700 MHz PIERCE TRANSIT FREQUENCIES (MHz)						
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PIERCE COUNTY LICENSES (FRN 6060149)						
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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CCN AGREEMENT EXHIBIT C



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CCN AGREEMENT EXHIBIT A

**SHARED INFRASTRUCTURE
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS
NETWORK (“CCN”)**

**Exhibit A to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a Combined Communications Network (“CCN”) dated _____, the following assets constitute the “Shared Infrastructure” of the CCN.

P25 Master Site: The P25 Master site is core of the overall Single County Wide Communication System (“SCWCS”): This includes switches, routers, servers, software, licenses and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems received from the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,500,000	\$1,500,000	\$3,000,000

Network Sub-System: The Network Sub-System is a component of the overall SCWCS. This includes switches, routers, servers, software, and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$250,000	\$300,000	\$550,000

Key Management Sub-System: The Key Management Sub-System is a component of the overall SCWCS. This includes equipment and means by which radio programming and encryption keys are managed and distributed.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$0	\$100,000	\$100,000

Wireless Data Networks: A wireless data network is a telecommunications network that allows computers or radio communication devices to exchange data such as GPS and CAD/AVL data. The connections (network links) between networked computing devices (network nodes) are established using either cable media or wireless media.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$12,000,000	\$1,200,000	\$13,200,000

Recording Sub-Systems: The Recording Sub-System is a component of the overall SCWCS. This includes Logging Recorder servers, Archive servers, and supporting equipment.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$700,000	\$100,000	\$800,000

Radio Sub-System: The Radio Sub-System comprises part of the overall SCWCS. This includes radio transmitter and receiver equipment, various facilities, site development, site enhancements, services and supporting equipment such as communication buildings, towers, generators, fencing, security, HVAC systems, and power systems. The Radio Sub-System includes the equipment and assets at the shared sites listed on Appendix 1 hereto.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$15,000,000	\$17,000,000	\$32,000,000

Microwave Sub-System: The Microwave Sub-System is a transport component of the overall SCWCS. This includes design, transceivers, dish antennas, wave guides, dehydration, pressurization equipment, installation and services, and other associated components that provide wireless connectivity between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$1,400,000	\$2,600,000

Fiber Sub-System: The Fiber Sub-System is a transport component of the overall SCWCS. This includes fiber cables, Multiplexing equipment, and other and other associated components that provide optical connectivity between sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$750,000	\$1,950,000

Grand Total Pierce Transit Investment	Grand Total Pierce County Investment	Grand Total CCN Investment in Shared Infrastructure
\$30,100,000	\$22,350,000	\$52,450,000

**SHARED INFRASTRUCTURE
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS
NETWORK (“CCN”)**

**Appendix 1 to Exhibit A to Agreement Providing for Creation, Operation, and Governance
of A Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure
Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a
Combined Communications Network (“CCN”) dated _____, Pierce Transit and Pierce County
intend to contribute to the “Shared Infrastructure” of the CCN all equipment and assets at the
following shared sites:

Site Name	Location
Mineral Hill Remote site (S)	46°44'36.65" N 122°10'05.47" W
Purdy Prime (W) and Remote site (M)	14515 54th avenue NW Gig Harbor, 98332
DuPont Remote repeater (W)	1650 Forman Road, Lakewood, WA.
Home Remote repeater (W)	17782 16th St KP S Lakebay WA 98394
Vaughn Remote repeater (W)	17500 80th St KP N Vaughn WA 98394
T N B Remote Repeater (W)	47°15'54.29" N 122°32'51.49" W
CMF Prime (M)	4812 196 th Street East Spanaway WA 98387
Graham Hill Remote repeater (M)	25016 Meridian Graham WA 98338
Spar Pole Remote repeater (M)	47°02'51.39" N 122°08'38.85" W
Eatonville Prime (S)	46008 Alder Cutoff Road Eatonville WA 98328
McKenna Remote repeater (S)	346th Street S and highway 507 Roy WA 98580
3 Sisters (IR) Site	47°07'00.35" N 121°53'33.59" W
Puyallup Remote repeater (M)	110 39 th Ave SE Puyallup WA 98374

Hemlock Remote repeater (M)	10101 Hemlock Avenue Lakewood, WA
Indian Hill Remote repeater (M)	4819 37 th Ave NE Tacoma WA 98422
Top Hat (IR) Site	206 SW 112 th Street, Seattle WA 98146

Shared Site Legend:

1. Main Simulcast (M)
2. South Simulcast (S)
3. West Simulcast (W)
4. Independent Repeater Site (IR)

CCN AGREEMENT EXHIBIT B

**SEPARATE ASSETS
OF PIERCE TRANSIT AND PIERCE COUNTY
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK ("CCN")
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

**Exhibit B to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network**

Pursuant to Section 3 "Definitions" and Section 4 "Ownership of Shared Infrastructure Comprising CCN" Agreement Providing for Creation, Operation and Governance of a Combined Communications Network ("CCN") dated _____, the following assets remain separate property of the Parties and are not intended to be "Shared Infrastructure" of the CCN.

Pierce Transit separate assets include:

1. **Smart System Technologies:** specialized technologies which may or may not integrate or function within the SCWCS. This includes but not limited to the following technologies: Automated Passenger Counting (APC), Automatic Voice Announcement (AVA), and Video Camera Solutions, etc;
2. **Subscriber Equipment:** portable and mobile sub-subscriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes; and
3. The following facilities:

Site Name	Location	Asset Owner
Pierce Transit (Dispatch – Building 5)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit
Pierce Transit (Building 4)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit

Pierce County separate assets include:

4. **Subscriber Equipment:** portable and mobile sub-subscriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes.
5. The following facilities:

Site Name	Location	Asset Owner
Department of Emergency Management	2501 South 35 th Street, Suite D, Tacoma, WA 98409-7405	Pierce County

CCN AGREEMENT EXHIBIT C

**LICENSES AND FREQUENCIES OF PIERCE TRANSIT AND PIERCE COUNTY
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK ("CCN")
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

**Exhibit C to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network**

Pursuant to Section 3 "Definitions" and Section 4 "Ownership of Shared Infrastructure
Comprising CCN" Agreement Providing for Creation, Operation and Governance of a Combined
Communications Network ("CCN") dated _____, the following licenses and frequencies
remain separate assets of the Parties and are not intended to be "Shared Infrastructure" of the
CCN.

PIERCE TRANSIT LICENSES (FRNs 18766493, 1585017)									

700 MHz PIERCE TRANSIT FREQUENCIES (MHz)									

PIERCE COUNTY LICENSES (FRN 6060149)									

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under 49 CFR 1520. No part of this document may be released to persons without a need to
know, as defined in 49 CFR 1520, except with the written permission of the Administrator,
Washington, DC. Unauthorized release may result in civil penalty or other action. For U.S.
Government agencies, public release is governed by 5 U.S.C. 552."**

RESOLUTION NO. 14-058

1 A RESOLUTION of The Board Of Commissioners of Pierce Transit Authorizing the CEO to Enter into and Execute
2 an Interlocal Agreement with Pierce County for the Creation, Operation, Sustainment and Governance of a
3 Combined Communication Network, as Amended by Pierce County Council
4

5 WHEREAS, on July 14, 2014, the Pierce Transit Board of Commissioners adopted Resolution
6 No. 14-042, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with
7 Pierce County for the Creation, Operation, and Governance of a Combined Communication Network
8 ("Governance Agreement"); and

9 WHEREAS, prior to Pierce County accepting the terms of the Governance Agreement, the Pierce
10 County Council's Rules and Operations Committee recommended amendments to the Governance Agreement
11 as reflected in Exhibit A; and

12 WHEREAS, staff at Pierce County and Pierce Transit have met to discuss the County's Rules and
13 Operations Committee's proposed amendments to the Governance Agreement and staff for both parties now
14 agree to those revisions as reflected in Exhibit A; and

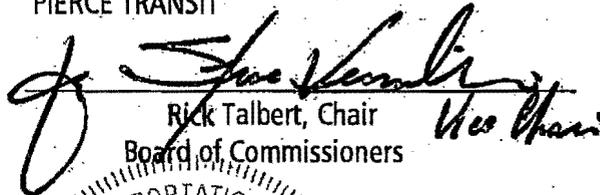
15 WHEREAS, the CCN will allow the parties to share the use, ownership and cost of the CCN comprised
16 of radio and microwave systems to carry voice and data traffic and to serve as an interoperable access point
17 to a regional Single County-Wide Communication System (SCWCS), and the proposed changes to the
18 Governance Agreement as reflected in Exhibit A further this mission and seem fair and appropriate; and

19 NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

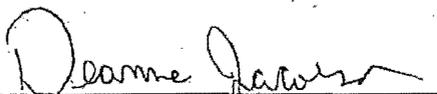
20 Section 1: The Chief Executive Officer is hereby authorized to enter into and execute an Interlocal
21 Agreement with Pierce County for the Creation, Operation, and Governance of a Combined Communication
22 Network in substantially the same form as the Governance Agreement attached hereto as Exhibit A.

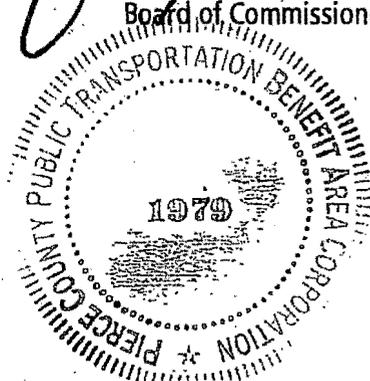
23 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the
24 10th day of November, 2014.

25 PIERCE TRANSIT

26 
27 Rick Talbert, Chair
28 Board of Commissioners
29

30 ATTEST/AUTHENTICATED

31 
32 Deanne Jacobson, CMC
33 Clerk of the Board
34



**AGREEMENT PROVIDING FOR CREATION, OPERATION AND GOVERNANCE
OF A COMBINED COMMUNICATIONS NETWORK**

This Agreement, by and between Pierce County Public Transportation Benefit Area Corporation (hereinafter, "Pierce Transit") and Pierce County (hereinafter, "the County") (individually, "Party"; together, "the Parties"), creates a joint venture to own jointly and to provide for the maintenance, operation and governance of a joint venture which shall be called the Pierce Transit – Pierce County Combined Communications Network ("CCN") of shared radio and microwave systems to carry voice and data traffic.

This Agreement is authorized by the Interlocal Cooperation Act, RCW Ch. 39.34.

1. Purpose of Agreement and Effective Date

Pierce Transit and the County form this joint venture in the public interest to support the development, operation, and maintenance of a combined 700 MHz radio communications interoperability network for purposes of ensuring communications for Pierce Transit's system and for the County's public safety programs as well as for the benefit of such other public agencies as may be approved by the Executive Board of the CCN.

The Parties intend for the CCN to utilize common best engineering technical standards, common radio systems linked with other regional public safety systems, and dispatch centers linked to a common network.

This Agreement, among other things, establishes the framework for the governance and management of the maintenance and operation of the CCN, the respective roles and responsibilities of the Parties, allocation of revenue collected from the CCN, and the Parties' commitments to share in the costs of operating, maintaining, and updating the CCN.

This Agreement shall become effective when signed by the Parties.

2. Previous Agreements

Pierce Transit and the County have previously entered into a Communication Agreement dated February 22, 2011, and a Master Site Agreement dated January 16, 2013, as well as a Shared Communication System Policy Statement dated March 14, 2013, all of which remain in effect except to the extent either or both are inconsistent with this Agreement, in which case this Agreement shall control.

3. Definitions

Certain terms used herein are defined as follows:

Business Plan: A detailed plan that defines the organizational structure, operational activities, and financing and budgeting structure of the overall business of the CCN.

Executive Board: The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of one two representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN.

FCC Rules: For purposes of this Agreement, the rules of the Federal Communications Commission ("FCC"), including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et

1 seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other
 2 Rules of the FCC and all decisions and orders of the FCC, applicable to the FCC Licenses; and the
 3 Communications Act of 1934, as amended.

4
 5 **Pierce Transit – Pierce County Combined Communications Network (CCN):** The joint venture formed by
 6 this interlocal agreement between Pierce County and Pierce Transit to engage in all activities relating to
 7 the administration, design, development, acquisition and installation of a single county wide
 8 communication system and that system's operation, maintenance and management on behalf of the
 9 system's owners, Pierce County and Pierce Transit.

10
 11 **Policy Operations Board:** A joint board consisting of the Chief Operating Officer of Pierce Transit and the
 12 Director of the Pierce County Department of Emergency Management, formed to advise the Executive
 13 Board and charged with day-to-day monitoring of CCN operations.

14
 15 **Shared Infrastructure:** Various components or assets of the CCN infrastructure, contributed by the
 16 parties as capital assets of the joint venture, as listed on Exhibit A.

17
 18 **Single County Wide Communication System (SCWCS):** The communication system managed and
 19 operated by the CCN, consisting of all of the technical subsystems, including all of the following: Radio,
 20 Microwave, Fiber, Networking, Dispatch, Recording, Security, and Wireless; as well as Spectrum Assets
 21 and supporting Facilities. The SCWCS also includes VHF, UHF, 700 and 800 MHz and microwave
 22 system technologies.

23
 24 **System Access Agreement (SAA):** An agreement between the CCN and a public agency customer or
 25 user of the SCWCS to allow for access to the SCWCS. All SAAs are conditioned upon the acceptance of
 26 the terms and conditions of access as established by the Executive Board.

27
 28 **Total Cost of Ownership (TCO) Analysis:** An assessment and determination of the allocation of costs
 29 between the Parties relative to upgrades, replacement, maintenance, growth and expansion or
 30 contraction of the CCN and any Party's property or assets used for the CCN. The TCO shall be utilized to
 31 account for a Party's growth or expansion of its system or assets to avoid unfairly burdening the other
 32 Party with a disproportionate cost.

33 34 **4. Ownership of Shared Infrastructure Comprising CCN**

35
 36 Pierce Transit and the County have each separately purchased or otherwise separately own
 37 various components or assets of the CCN infrastructure, such as microwave equipment, fiber optic cable,
 38 conduit, electronic equipment and other equipment used for the transportation or transfer of voice and
 39 data signals, a general inventory of which is attached hereto as Exhibit A. For all items listed on Exhibit
 40 A, each party wishes to contribute its portion of such infrastructure to be used as capital assets by the
 41 joint venture to become "shared infrastructure". Pierce Transit hereby conveys to Pierce County an
 42 undivided one-half interest in Pierce Transit's ownership of the shared infrastructure, limited to those
 43 items inventoried on Exhibit A, and the County hereby conveys to the Pierce Transit an undivided one-
 44 half interest in Pierce County's ownership of the shared infrastructure, limited to those items inventoried
 45 on Exhibit A.

46
 47 Shared infrastructure shall not include, and the parties remain separate owners of: (1) the real
 48 estate, buildings, generators and towers identified on Exhibit B; (2) their respective licenses identified on
 49 Exhibit C; and (3) subscriber equipment such as end user radio units.

50
 51 Pierce Transit and the County have each made significant contributions to date to the shared
 52 infrastructure such that their participation in the governance and operation of CCN joint venture should, in
 53 the best interests of each Party and the CCN project, be equal.

54
 55



1 **5. Operation and Maintenance of CCN and Shared Infrastructure**

2
3 Pierce Transit and the County will cooperate in operation of the CCN and in providing
4 maintenance of the Shared Infrastructure.

5
6 For that separately owned property that is listed on Exhibit B, including real estate, buildings,
7 generators and towers, each party agrees to operate, maintain, manage, and replace such separate
8 property if it is needed for continued operations of the CCN. Failure of either party to do so may
9 constitute cause for the remaining party to terminate this Agreement.

10
11 **6. Shared Access to FCC Station Authorizations and Licensing**

12
13 Pierce Transit is the licensee of the FCC 700 MHz public safety radio station authorizations
14 identified in Exhibit C (the "Pierce Transit Licenses" and together with the County Licenses, the "FCC
15 Licenses"). Pierce Transit will permit the County to access such stations as a CCN party without further
16 licensing or expense. Pierce Transit will permit certain public agencies approved by the Executive Board
17 and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive
18 Board in a System Access Agreement. Pierce Transit will take commercially reasonable steps to
19 maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

20
21 The County is the licensee of the FCC 700 MHz public safety radio station authorizations
22 identified in Exhibit C. (the "Pierce County Licenses" and together with the Pierce Transit Licenses, the
23 "FCC Licenses"). The County will permit Pierce Transit to access such stations as a CCN party without
24 further licensing or expense. The County will permit certain public agencies approved by the Executive
25 Board and eligible under FCC Rules to access such stations in accordance with conditions set by the
26 Executive Board in a System Access Agreement. The County will take commercially reasonable steps to
27 maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

28
29 The Pierce Transit Licenses shall remain owned by Pierce Transit subject to FCC Rules and this
30 Agreement and the Pierce County Licenses shall remain owned by Pierce County subject to FCC rules
31 and this Agreement. In accordance with the FCC Rules, the Parties' respective FCC Licenses and the
32 CCN are being made available to each other and to eligible approved public agency system users on a
33 nonprofit, cost shared basis. Each Party agrees that its use of the other Party's FCC Licenses will at all
34 times be in compliance with applicable FCC Rules and all applicable FCC technical requirements, and
35 each Party will immediately correct any condition that is contrary to such Rules and requirements.

36
37 The Parties agree that the conditions established by the Executive Board governing access by
38 public agency users or customers to the CCN and/or each Party's stations will provide for the limitation of
39 such access on the basis of capacity or similar constraints where such access could degrade the
40 SCWCS, or a Party's use of the system or its use by other third party users. In addition, in the event that
41 a Party determines that additional or modified access by the other Party to the CCN and/or each Party's
42 stations in accordance with the foregoing provisions of this Section could, due to capacity or similar
43 constraints, degrade the providing Party's use of the system, the providing Party reserves the right to limit
44 such additional or modified access pending consultation and conclusion of a mutually agreeable
45 resolution of the requesting Party's access and potential degradation of the providing Party's use of the
46 system.

47
48 **7. Staffing**

49
50 Unless the Executive Board of the CCN determines otherwise, the Policy Operations Board or its
51 designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform
52 other responsibilities as needed. The Policy Operations Board or its designee(s) shall regularly advise
53 the Executive Board concerning the status of CCN operations and issues relating thereto, and shall have
54 day to day responsibility for management, administration and oversight of the CCN.

55
56 With the approval of the Executive Board, additional employees may be hired to perform work for the
57 joint venture.



1 Pierce Transit employees and employees of Pierce County who perform work for the CCN shall
 2 maintain records of time spent by County and Pierce Transit employees on joint venture business and the
 3 billings of such time shall be credited against each Party's obligation for funding the CCN pursuant to a
 4 payment reimbursement schedule to be worked out in the Finance section within the Business Plan.

5
 6 Except for reimbursement and other express obligations under this Agreement, no Party by reason of
 7 this Agreement assumes any responsibility for direction, supervision, employment, or the payment of any
 8 compensation, fees, wages, benefits or taxes to or on behalf of the employees of any other Party,
 9 including its employees, representatives agents, contractors or suppliers.

10
 11 **8. CCN Executive Board**

12
 13 The CCN is governed by an Executive Board, a joint board under RCW 39.34.030(4)(a). The
 14 Executive Board shall serve as the governing and policy-setting body to oversee the activities, operation,
 15 maintenance of the CCN, and shall act in the best interests of the CCN.

16
 17 Membership on the Executive Board shall consist of the County Executive or designee, ~~the Chair~~
 18 ~~of the Pierce County Council or designee, the Chair of the Pierce Transit Board of Commissioners or~~
 19 ~~designee,~~ and the Chief Executive Officer of Pierce Transit or designee, each of whom shall attend
 20 meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall
 21 have equal voice and one vote. The County Executive or designee ~~and the Chair of the County Council~~
 22 ~~or designee~~ may only be a members of the CCN Executive Board if that person is not contemporaneously
 23 serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action
 24 is approved.

25
 26 The Executive Board shall adopt the Business Plan within one hundred eighty (180) days of the
 27 effective date of this Agreement. Annually, the Executive Board shall establish and maintain a budget for
 28 the CCN.

29
 30 Meetings of the Executive Board are subject to the Open Public Meetings Act, RCW Ch. 42.30.
 31 At any meeting, attendance by one member may be telephonic so long as that member, the member
 32 attending in person and those members of the public attending can hear. There shall be at least one
 33 meeting of the Board per year, and the Executive Board may conduct other regular and special meetings.
 34 Fifteen days' notice to each member shall be given prior to any meeting.

35
 36 The Executive Board has authority on behalf of the joint venture:

- 37
 38 1. to purchase or otherwise acquire and to sell or otherwise dispose of property or assets
 39 or shared infrastructure in accordance with the terms of this Agreement;
 40
 41 2. to authorize the Director of Pierce County Emergency Management or designee to
 42 enter contracts, obtain services, issue licenses, and procure resources necessary for
 43 the operations, maintenance, and sustainment of the joint venture through the
 44 Procurement Division of the Pierce County Budget and Finance Department, in
 45 compliance with Pierce County, Pierce Transit rules and regulations regarding such
 46 activities as further established in the CCN Business Plan on behalf of the joint
 47 venture;
 48
 49 3. to authorize the allocation of staff hours to be contributed by Pierce Transit or the
 50 County for joint venture business;
 51
 52 4. to set security and other standards for the operation of the shared infrastructure, and
 53 for the conduct of customers of the CCN;
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- 5. to adopt budgets of the joint venture and set reserves;
- 6. to establish and operate an enterprise fund or special funds as authorized by RCW Ch. 39.34;
- 7. to provide for the employment of staff by the joint venture;
- 8. to authorize application(s) for federal, state or local funding and to use the proceeds thereof;
- 9. to set the proportionate annual financial participation of joint venture parties for operating, maintenance, capital and other expenses, which initially shall be ½ the responsibility of Pierce Transit and ½ the responsibility of the County. The Executive Board shall ensure that the expense of authorized staff of Pierce Transit or the County attributable to time spent on joint venture business shall apply toward each party's annual financial participation. The Executive Board shall also proportionately adjust any party's annual financial participation to give credit for any party's greater initial contribution to the shared infrastructure as listed on Exhibit A, though such credit may be spread over the first five years of the project;
- 10. to exercise the joint powers set out in RCW 39.34.030;
- 11. to establish policies and bylaws for the Executive Board;
- 12. to set rates and charges for services and access to the SCWCS;
- 13. to adopt or change the name of the Pierce Transit-Pierce County Combined Communications Network ("CCN");
- 14. to make recommendations to the parties' governing bodies;
- 15. to determine the services to be offered and the terms and rates for such services;
- 16. to enter into agreements with third parties for goods, services, and/or insurance;
- 17. to sue, be sued, complain, and defend in all courts of competent jurisdiction;
- 18. to amend, dissolve or terminate this Agreement in part or in its entirety, which shall require a unanimous vote and approval of each parties' respective governing boards; and
- 19. to take any other lawful action in the interest of the joint venture or in furtherance of its purposes.

9. System Access Agreements

On behalf of the joint venture and using standards and formats approved by the Executive Board, the Policy Operations Board may authorize CCN System Access Agreements (SAA) permitting specified

1 use of the shared infrastructure by third parties. The Executive Board may provide for a customer
 2 advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will
 3 include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical
 4 requirements.

6 **10. Revenue and Expenses**

7
 8 Revenue from shared infrastructure and from CCN activities shall be the property of the joint
 9 venture. Expenses of shared infrastructure and CCN activities shall be the obligation of the joint venture.

11 **11. Support Services**

12
 13 Unless the Board determines otherwise, Pierce County will act as fiscal agent of the CCN for
 14 banking purposes. The Board may make provision for staffing or contract as appropriate for staff and
 15 auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing
 16 and data processing.

18 **12. Responsibility Of The Parties**

19
 20 In addition to the Responsibility of the Parties listed as Exhibit A to the Parties' February 22 2011
 21 Communication Agreement, the Parties agree to assume the following responsibilities.

22
 23 The Parties agree to sustain the SCWCS as a Certified Engineered Designed System, in accordance
 24 with OEM standards, and engineering best practices.

25
 26 The Parties agree to follow GASB financial standards and procedures, thereby demonstrating
 27 accountability and stewardship over public resources by providing clear, consistent and transparent
 28 financial reports. The Parties will comply with the methods prescribed by the Washington State Auditor
 29 and all business rules established by the Executive Board in accounting for assets, liabilities, resources
 30 and expenditures related to the joint venture.

31
 32 Each party shall preserve and maintain its separate property and respective licenses and subscriber
 33 equipment as listed on Exhibit B to allow for the continued operation of the CCN and SCWCS unless
 34 otherwise approved by the Executive Board.

35
 36 The County shall be required to receive written approval from Pierce Transit should the County desire
 37 to change or upgrade the SCWCS. Prior to granting approval, Pierce Transit may request information it
 38 deems necessary to make an informed decision and the County agrees to provide such information to
 39 mitigate impacts to Pierce Transit's operational requirements, risks to the SCWCS capabilities, or
 40 financial risks resulting from the requested change.

41
 42 Pierce Transit shall be required to receive written approval from the County should Pierce Transit
 43 desire to change or upgrade the SCWCS. Prior to granting approval, the County may request information
 44 it deems necessary to make an informed decision and Pierce Transit agrees to provide such information
 45 to mitigate impacts to the County's operational requirements, risk to the SCWCS capabilities, or financial
 46 risks resulting from the requested change.

47
 48 As part of any SCWCS change or upgrade request, the Parties agree to perform a Total Cost of
 49 Ownership (TCO) Analysis to gauge the cost benefit and viability of any capital investment or SCWCS
 50 design change or upgrade to quantify the operational and financial impacts to the County or Pierce
 51 Transit over the lifecycle of the various communication technologies being requested.

53 **13. Dispute Resolution, Venue**

54
 55 The Parties shall make good faith attempts to resolve any disputes, including disputes regarding
 56 system change requests, informally. Otherwise, the Parties shall engage in mediation within thirty days of



1 a Party's request for mediation prior to pursuit of any other legal remedy. This Agreement shall be
 2 interpreted and construed according to and enforced under the laws of the State of Washington, and the
 3 Superior Court of Pierce County shall have exclusive jurisdiction and venue over any legal action arising
 4 under this Agreement, unless jurisdiction lies exclusively in federal court. In any dispute over the
 5 interpretation or application of this Agreement, each party shall bear its own costs and attorneys' fees.

7 14. Duration and Termination of Agreement

8
 9 The duration of this Agreement shall be indefinite and the Agreement shall continue until
 10 terminated by notice in writing given by either Pierce Transit or the County to the other board member(s)
 11 on or before November 30th of the year preceding the final full year of participation, or until terminated
 12 otherwise in accordance with this Agreement. Both Parties must continue to fulfill their obligations under
 13 this Agreement until the effective date of the termination.

14
 15 If before April 30th of any fiscal year a Party shall fail to appropriate funds for its financial
 16 participation that year as established by the Board, or shall fail to pay such participation by the
 17 deadline(s) established by the Board, its vote on the Board shall be reduced to ½ its usual vote until such
 18 participation has been fully paid. If such participation by either Pierce Transit or the County remains
 19 unpaid on July 1st of that fiscal year, the Agreement shall be deemed terminated effective December 31st
 20 of that year unless the Board decides otherwise. The fiscal year of the joint venture shall be the
 21 calendar year.

22
 23 In the event that a Party seeks to terminate this Agreement, it shall give written notice to the
 24 Executive Board, which notice shall include the following information, at a minimum:

- 25
- 26 a. An explanation of the circumstances causing the Party to believe withdrawal is
- 27 necessary;
- 28 b. A description of the probable impacts on the remaining Party as a result of the
- 29 withdrawal, including to the budget of the CCN Program;
- 30 c. A description of the alternatives to withdrawal that have been evaluated by the party;
- 31 and
- 32 d. A proposed withdrawal work plan.

33
 34 Other than in the instance in which a Party does not appropriate funds resulting in termination,
 35 within thirty days of any notice of intent to terminate this Agreement, the Parties shall engage in mediation
 36 to attempt to resolve any differences and shall make all good faith efforts to preserve this Agreement and
 37 the joint venture.

38
 39 If this Agreement is terminated by action or inaction of either party, the terminating party shall be
 40 liable to the remaining party for actual damages proximately caused by the termination.

41
 42 Upon termination by either Party without cause or upon mutual termination, ownership of each
 43 asset, including upgrades and improvements thereto, shall revert to the Party that contributed the same to
 44 the Shared Infrastructure, and the remaining joint venture assets shall be owned in common and
 45 distributed proportionately to the former Party(s). Should either of such former Parties elect to sell an
 46 interest in such remaining joint venture assets, the other Party shall have the first right to purchase such
 47 for the depreciated value. Termination shall not impact the separately owned property that is listed on
 48 Exhibit B which shall, at all times, remain the property of the original owner.

49
 50 In the event that any Party fails to perform an obligation under this Agreement, the other Party
 51 shall have the right to bring an action for specific performance, damages, and any other remedies
 52 available under this Agreement in law or in equity.
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15. No Assignment Permitted

Pierce Transit and the County shall not subcontract, assign or delegate their rights or duties under this Agreement without the prior approval of the Executive Board.

16. No Third Party Beneficiaries

Neither Pierce Transit nor the County intend for any third-party to acquire any rights under this Agreement. There are no third-party beneficiaries hereto.

17. Claims and Litigation

In the event a Party receives a claim or suit by a third party which may involve the joint venture and/or shared infrastructure, it should refer the same to the Executive Board, which will determine whether the joint venture is involved and may authorize hiring of counsel, or request that the legal department of one of the Parties voluntarily handle the matter, or otherwise provide for the protection of the interests of the joint venture. The Parties shall consider entering into a joint defense plan, and will cooperate with each other as needed to respond to and defend against any such claims or actions. Any settlement or final judgment involving the joint venture and/or shared infrastructure shall first be paid by the joint venture with any contribution by the Parties as approved by Executive Board.

18. Indemnity

Each Party shall defend, indemnify, and hold harmless the other and all of their elected officials, employees, principals and agents from and against all claims, demands, suits, actions and liability of any kind, including injuries to person or damages to property, which arise out of or are connected with the intentional or negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents and representatives related to the indemnifying Party's responsibilities and other work referred to in this Agreement; provided, however that if such claims, damages and injuries to persons or property are caused by or result from the proportionate or concurrent negligence of the Parties, this indemnification obligation applies only to the extent of the negligence of each Party, its contractor or employees, agents or representatives.

19. Filing

The County shall attend to filing this Agreement with the County Auditor pursuant to RCW 39.34.040.

20. Notices

Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in this section to receive notice for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Agreement. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

To Pierce County:
Director of Emergency Management
South 35th Street, Suite D
Tacoma, WA 98409

To Pierce Transit:
Chief Operations Officer
3701 96th Street SW
Lakewood, WA 98499

21. General Provisions

This Agreement contains all of the undertakings of the parties with respect to any matter covered or mentioned herein. No provision of the Agreement may be amended or modified except by written agreement signed by the parties and adopted by each party's governing board. Any provision of the Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof and such other provisions will remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach, and no term or condition of this Agreement shall be held to be waived, modified or deleted except by a writing signed by the parties and adopted by each party's governing board. The Parties represent that they have the legal authority to bind their respective agencies and have specific authority from their governing Boards to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last written below.

PIERCE TRANSIT

PIERCE COUNTY

Approved:

Approved as to legal form:

By _____
Lynne Griffith Date
Chief Executive Officer

By _____
Deputy Prosecutor

Recommended:

By _____
Budget & Finance Date

Approved:

By _____
Department Director Date

By _____
Pierce County Executive Date

CCN AGREEMENT EXHIBIT A

**SHARED INFRASTRUCTURE
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS
NETWORK (“CCN”)**

**Exhibit A to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure
Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a
Combined Communications Network (“CCN”) dated _____, the following assets constitute
the “Shared Infrastructure” of the CCN.

P25 Master Site: The P25 Master site is core of the overall Single County Wide Communication
System (“SCWCS”). This includes switches, routers, servers, software, licenses and other
supporting equipment that make up components of the radio system and auxiliary alarming,
reporting and data collection systems received from the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,500,000	\$1,500,000	\$3,000,000

Network Sub-System: The Network Sub-System is a component of the overall SCWCS. This
includes switches, routers, servers, software, and other supporting equipment that make up
components of the radio system and auxiliary alarming, reporting and data collection systems
between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$250,000	\$300,000	\$550,000

Key Management Sub-System: The Key Management Sub-System is a component of the
overall SCWCS. This includes equipment and means by which radio programming and
encryption keys are managed and distributed.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$0	\$100,000	\$100,000

Wireless Data Networks: A wireless data network is a telecommunications network that allows
computers or radio communication devices to exchange data such as GPS and CAD/AVL data.
The connections (network links) between networked computing devices (network nodes) are
established using either cable media or wireless media.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$12,000,000	\$1,200,000	\$13,200,000

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Recording Sub-Systems: The Recording Sub-System is a component of the overall SCWCS. This includes Logging Recorder servers, Archive servers, and supporting equipment.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$700,000	\$100,000	\$800,000

Radio Sub-System: The Radio Sub-System comprises part of the overall SCWCS. This includes radio transmitter and receiver equipment, various facilities, site development, site enhancements, services and supporting equipment such as communication buildings, towers, generators, fencing, security, HVAC systems, and power systems. The Radio Sub-System includes the equipment and assets at the shared sites listed on Appendix 1 hereto.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$15,000,000	\$17,000,000	\$32,000,000

Microwave Sub-System: The Microwave Sub-System is a transport component of the overall SCWCS. This includes design, transceivers, dish antennas, wave guides, dehydration, pressurization equipment, installation and services, and other associated components that provide wireless connectivity between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$1,400,000	\$2,600,000

Fiber Sub-System: The Fiber Sub-System is a transport component of the overall SCWCS. This includes fiber cables, Multiplexing equipment, and other and other associated components that provide optical connectivity between sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$750,000	\$1,950,000

Grand Total Pierce Transit Investment	Grand Total Pierce County Investment	Grand Total CCN Investment in Shared Infrastructure
\$30,100,000	\$22,350,000	\$52,450,000

**SHARED INFRASTRUCTURE
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS
NETWORK (“CCN”)**

Appendix 1 to Exhibit A to Agreement Providing for Creation, Operation, and Governance of A Combined Communication Network

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a Combined Communications Network (“CCN”) dated _____, Pierce Transit and Pierce County intend to contribute to the “Shared Infrastructure” of the CCN all equipment and assets at the following shared sites:

Site Name	Location
Mineral Hill Remote site (S)	46°44'36.65" N 122°10'05.47" W
Purdy Prime (W) and Remote site (M)	14515 54th avenue NW Gig Harbor, 98332
DuPont Remote repeater (W)	1650 Forman Road, Lakewood, WA.
Home Remote repeater (W)	17782 16th St KP S Lakebay WA 98394
Vaughn Remote repeater (W)	17500 80th St KP N Vaughn WA 98394
T N B Remote Repeater (W)	47°15'54.29" N 122°32'51.49" W
CMF Prime (M)	4812 196 th Street East Spanaway WA 98387
Graham Hill Remote repeater (M)	25016 Meridian Graham WA 98338
Spar Pole Remote repeater (M)	47°02'51.39" N 122°08'38.85" W
Eatonville Prime (S)	46008 Alder Cutoff Road Eatonville WA 98328
McKenna Remote repeater (S)	346th Street S and highway 507 Roy WA 98580
3 Sisters (IR) Site	47°07'00.35" N 121°53'33.59" W
Puyallup Remote repeater (M)	110 39 th Ave SE Puyallup WA 98374
Hemlock Remote repeater (M)	10101 Hemlock Avenue Lakewood, WA

Indian Hill Remote repeater (M)	4819 37 th Ave NE Tacoma WA 98422
Top Hat (IR) Site	206 SW 112 th Street, Seattle WA 98146

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Shared Site Legend:

- 1. Main Simulcast (M)
- 2. South Simulcast (S)
- 3. West Simulcast (W)
- 4. Independent Repeater Site (IR)



CCN AGREEMENT EXHIBIT B

**SEPARATE ASSETS
OF PIERCE TRANSIT AND PIERCE COUNTY
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK ("CCN")
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

**Exhibit B to Agreement Providing for Creation, Operation, and Governance of A
Combined Communication Network**

Pursuant to Section 3 "Definitions" and Section 4 "Ownership of Shared Infrastructure
Comprising CCN" Agreement Providing for Creation, Operation and Governance of a Combined
Communications Network ("CCN") dated _____, the following assets remain separate
property of the Parties and are not intended to be "Shared Infrastructure" of the CCN.

Pierce Transit separate assets include:

1. Smart System Technologies: specialized technologies which may or may not integrate or function within the SCWCS. This includes but not limited to the following technologies: Automated Passenger Counting (APC), Automatic Voice Announcement (AVA), and Video Camera Solutions, etc;
2. Subscriber Equipment: portable and mobile sub-scriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes; and
3. The following facilities:

Site Name	Location	Asset Owner
Pierce Transit (Dispatch - Building 5)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit
Pierce Transit (Building 4)	3701 96 th Street SW, Lakewood, WA 98499	Pierce Transit

Pierce County separate assets include:

4. ~~Subscriber Equipment:~~ portable and mobile sub-scriber equipment, consolets, consolett remotes, and base station equipment that is intended to operate on the SCWCS infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes.
5. The following facilities:

Site Name	Location	Asset Owner
Department of Emergency Management	2501 South 35 th Street, Suite D, Tacoma, WA 98409-7405	Pierce County