

PIERCE TRANSIT BOARD MEETING

Training Center, Rainier Room

June 9, 2014

3:00 PM

SPECIAL STUDY SESSION MEETING

AGENDA

The Regular Board Meeting will follow this meeting at 4:00 PM.

CALL TO ORDER

ROLL CALL

DISCUSSION

1. Review of Information for the Proposed
Single County Wide Communications System
(SCWCS) Being Developed as a Joint Venture
Between Pierce County and Pierce that will
Provide a High-Quality Transportation and
Public Safety Communications System

Doug Middleton
Chief Operations Officer
&
Carlos Davis
Radio Program Administrator

ADJOURNMENT

Summary of June 9' 2014 Board Work Study Session Concerning Pierce Transit and Pierce County's Radio Communication System.

In 2010 Pierce Transit identified the need to replace its aging and failing communication system. A next generation state of the art communication system was identified and procured and the license to operate a 700 MHZ system was secured. Shortly thereafter Pierce County, faced with similar challenges and circumstances as Pierce Transit, collaborated with Pierce Transit to commence a joint venture communication system to meet the operational requirements of the two agencies in the most cost effective manner, while providing the highest quality communication services to the users and customers of Pierce Transit and Pierce County.

On January 10, 2011 the Pierce Transit Board approved resolution 11-004 resulting in a signed interlocal agreement for Pierce County and Pierce Transit's communication system. Immediately thereafter Pierce Transit and Pierce County began jointly planning and designing consolidation of their respective services and products to provide a high-quality, public safety communications system called the Single County Wide Communications System (SCWCS).

For more than three years extensive planning and development has been occurring to establish and operationalize the SCWCS, which the board-approved ILA provided for. A critical component of that body of work is the formation of a Cooperative Governance Agreement (CGA). The CGA will define how the system is operated and sustained with Pierce Transit and Pierce County being the primary users and owners of the system, and other agencies as potential subscribers to the system.

On June 9th Pierce Transit and Pierce County staff will conduct a study session with the Pierce Transit Board of Commissioners to provide a high level overview of the project background and status and to prepare the Board for the next phase of the project requiring Board approval. The next phase of the project is to seek Board approval to enter into a Cooperative Governance Agreement (CGA) with Pierce County for the purposes of operating and sustaining the SCWCS for the benefit of the users and customers of Pierce Transit and Pierce County.



PIERCE COUNTY/PIERCE TRANSIT COMBINED COMMUNICATIONS NETWORK (CCN) ENTERPRISE

**Executive Status Briefing
June 2014**

Agenda

- 1) Our Ask – For your approval for the Cooperative Governance Agreement (CGA).
- 2) Per the Interlocal Agreement (ILA), we built a Single County-wide Communication System (SCWCS) that meets both County and Transit operational requirements .
- 3) Per the ILA, a Cooperative Governing Agreement that is ready for your approval to operate, maintain and sustain the SCWCS.
- 4) Describe how the Joint Venture of the Combined Communication Network Enterprise (CCN) will achieve the objective of the CGA.
- 5) Review Joint Venture Activity Timeline
- 6) Share Benefits and Risks
- 7) Next Steps – CGA brought forward to Council and Board
- 8) Summary

1 | Our Ask: Understand and Approve



- The Plan - How we arrived at the Joint Venture Agreement
- Give us feedback
- Approve Cooperative Governance Agreement at July Board Meeting

2 | Per Board Resolution, SCWCS Delivered

Single County-wide Communications System

- ❑ Implementation of SCWCS stakeholders to include regional interoperability
- ❑ Formation cost sharing
- ❑ Operations, Maintenance, and Sustainment cost sharing
- ❑ Support partnership for Combined Communications Network Enterprise (CCN) operationalizing the Joint Venture
- ❑ Cooperative Governance Agreement and supporting documents created

3 | Per Board Resolution, CGA is delivered

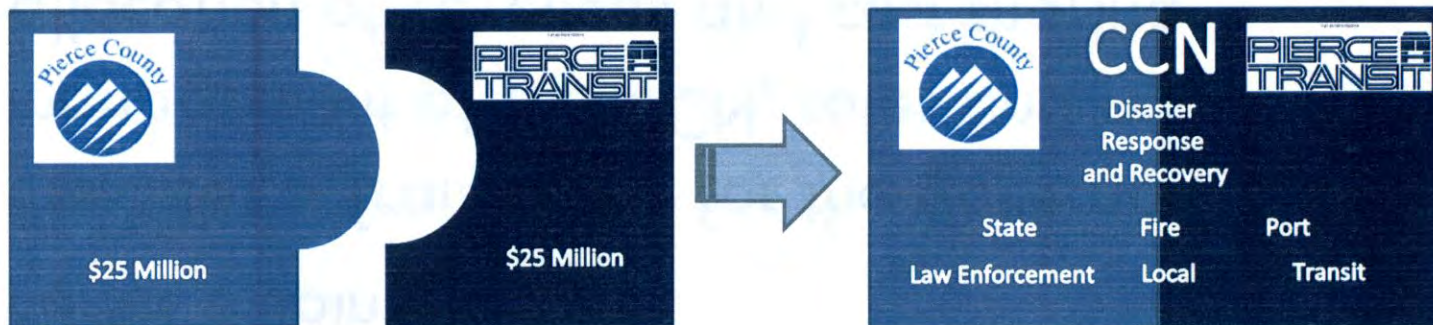
Cooperative Governance Agreement

- Forms a Joint Venture
- Provides a framework for the governance and management of the CCN, roles and responsibilities, allocation of revenues and cost sharing
- Establishes the CCN Executive Board and Enterprise

4 - CCN Joint Venture Value-Added

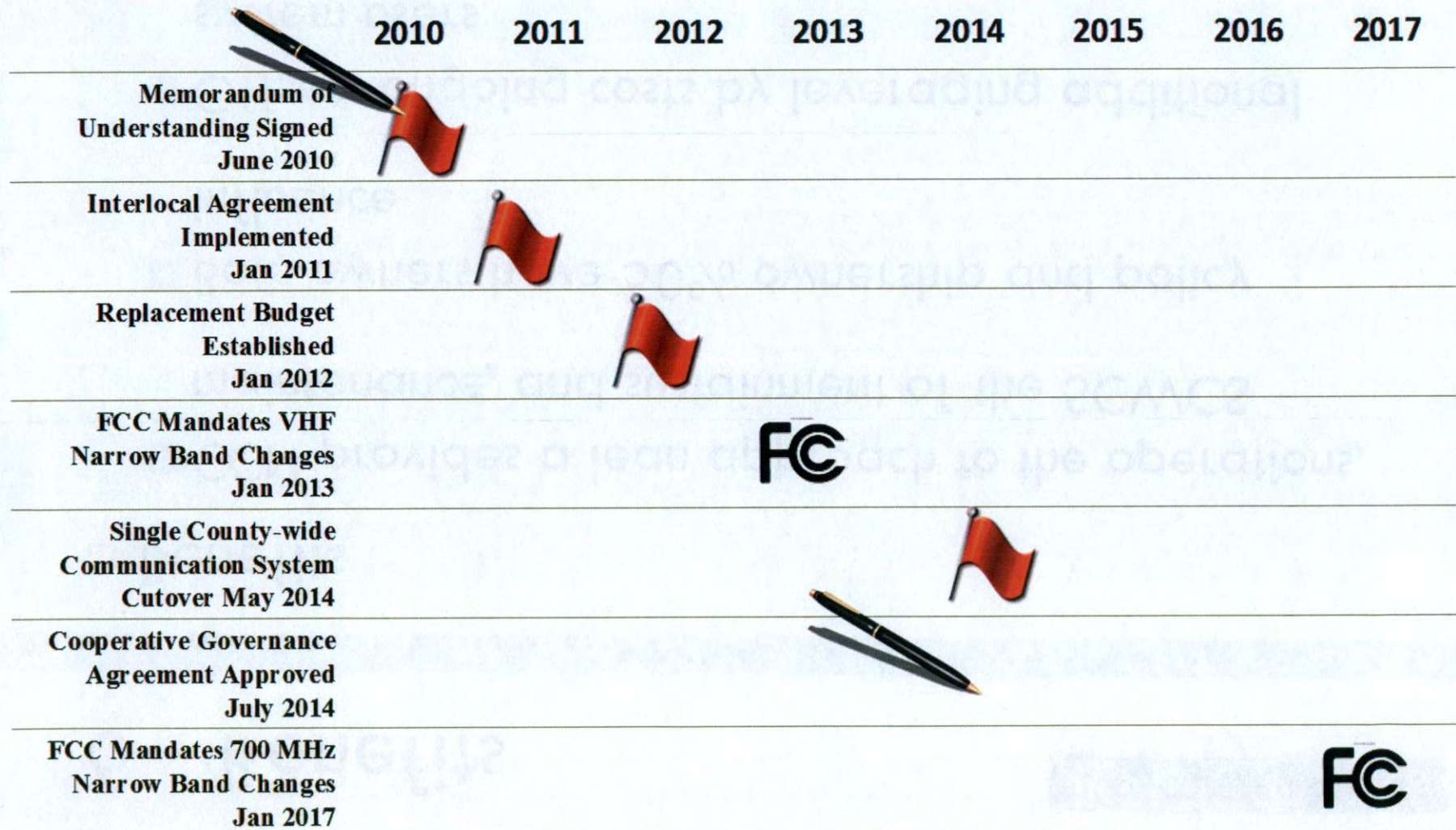
■ ROI and Cost Avoidance

- PT alone \$25 million
 - PC alone \$25 million
- } = \$50 million value to each



- Increased, expandable, accessible and interoperable communication delivery for public safety
- Reduced core costs through multiple customer-sharing model to allow innovation

5 – Joint Venture Activity Timeline



6 - Benefits



□ Benefits

- CCN provides a lean approach to the operations, maintenance, and sustainment of the SCWCS
- Both owners have 50% ownership and policy influence
- Offsets ongoing costs by leveraging additional system users

7 - Next Steps



Date Due	Deliverable
June 13	Legal finalizes document
June 16 – 27	Board review of Cooperative Governance Agreement
June 23	Submit questions to staff
July 7	CGA Fact Sheet and Resolution submitted for board agenda
July 14	Board Meeting vote

8 - Summary



- Collaboration and Innovation platform evolved from the ILA
- Governance provides a framework to create the business plan and processes
- Governance will allow the CCN to operate, maintain and sustain the SCWCS
- Ongoing status and accountability provided through the Executive Board of the CCN

Board Approval



Your approval for the Cooperative
Governance Agreement will allow us to
move forward

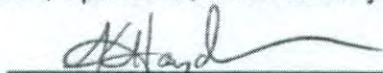
FACT SHEET

TITLE: Authority to Execute an Interlocal Agreement with Pierce County for the Operation of a Combined Communications Network
 DEPARTMENT: Transportation Services
 ORIGINATOR: Kelly Hayden

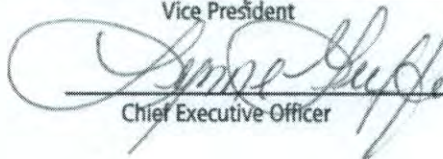
PRECEDING ACTION: Resolution No. 10-033, Adoption of the 2010 Agency Budget


COORDINATING DIVISION: Maintenance, Operations, Information Systems

APPROVED FOR SUBMITTAL:


 Vice President

APPROVED FOR AGENDA:


 Chief Executive Officer


 Legal Counsel

ATTACHMENTS: Resolution

BUDGET INFORMATION

2011 Budget Amount
 \$111,300

Required Expenditure
 \$111,300

Impact
 None

BACKGROUND: This resolution seeks authority to execute an interlocal agreement with Pierce County for operation of a combined communications network.

During the May 10, 2010, Board Meeting, after presentation of the business value for a combined 700 MHz radio communication interoperability network between Pierce Transit and Pierce County, the Board instructed staff proceed with the execution of a Memorandum of Understanding (MOU) with Pierce County to cover Pierce Transit radio infrastructure maintenance for 2010 after the expiration of the Motorola Warranty while proceeding with drafting an on-going interagency agreement between the Parties by December 2010. The MOU between Pierce Transit and Pierce County was signed on June 14, 2010. The draft interagency agreement is completed and currently under legal review by both agencies for final implementation by end of January 2011.

This interagency agreement establishes three key objectives which serve the public interest for efficient and effective deployment of a high-quality communication system which adequately serves Transit, Public Safety, and Pierce County while providing interoperability within the Region.

1. Provides two-year infrastructure maintenance support from Pierce County which saves Pierce Transit percent of cost quoted by Motorola for similar services.
2. Provides an interim agreement for implementing a combined radio communication system while a long term governance agreement is under development over the next 24 months.

11-004

FACT SHEET
PAGE 2

3. Provides both agencies opportunities for effective cost sharing while preparing to meet the next narrowing phases mandated by the Federal Communication Commission in 2017.

The cost for maintenance support for 2011 is \$9,275 per month or \$111,300 for the year; for 2012 it is \$9,831 per month or \$117,978 for the year. Compared with pricing quoted by Motorola, staff considers these costs to be fair and reasonable and economically advantageous for the Agency.

ALTERNATIVES: The alternative would be not to enter into the interoperability agreement with Pierce County and to contract with Motorola for infrastructure maintenance. However, this option would result in higher costs for Pierce Transit and an opportunity for interagency cooperation would be lost.

RECOMMENDATION: Authorize execution of an interlocal agreement with Pierce County for operation of a combined communications network.

**Pierce Transit and Pierce County
Memorandum of Understanding**

This Memorandum of Understanding is entered into between Pierce Transit ("Transit"), and Pierce County ("The County") to clarify the working relationship between Transit and The County with regard to the sharing of Communication Systems.

Recitals

- A. Our mutual goal is to assure that the residents of the Pierce County, Washington region in need of help have their immediate needs met and receives services from an appropriate provider.
- B. It is the intention of both parties to work together to create, deliver and maintain a high quality communication system for the region by cooperating with one another to ensure that Public Safety communications is available to the user.

Now, therefore, it is hereby agreed as follows:


1. Operational / Maintenance Document. Transit and The County will work together in developing a maintenance and operational communication system document to include the communications system used by Transit and The County. The following will be outlined in the document:
 - Operational protocols
 - Communication system usage
 - Allocation of the communication system infrastructure maintenance cost sharing
 - Allocation of the communication system infrastructure replacement cost sharing
 - Areas of responsibility for communication system coverage expansion
2. Community Collaboration. Transit and The County agree to work together to support communications in the Pierce County region for the purpose of improving the effectiveness, efficiency and overall service delivery, thereby avoiding duplication. Areas for collaboration may include, but are not necessarily limited to:
 - Establishing memorandums of understanding to improve service delivery
 - Sharing of communication system resources
 - Sharing of call data for analysis and reporting to improve system-wide planning
 - Planning for a coordinated response to changes in community needs/ conditions and/or for responding in times of a disaster
 - Staff training
 - Community advocacy
 - Marketing and other functions that would benefit from collaborative efforts

3. Voluntary Collaboration. Transit and The County agree that these activities are voluntary on their part and do not commit either to specific obligations. Each affirms that all areas for collaboration can be developed between them, or as part of the larger communication system agreement. However, the mutual goal is to work together to improve the communication systems in the County region to benefit Transit, The County, and the community.
4. Annual Review. This Memorandum of Understanding will be reviewed annually by the parties and shall remain in effect until either party provides the other with ninety (90) days prior written notice of its election to terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14 day of June 2010.

PIERCE TRANSIT

Approved:

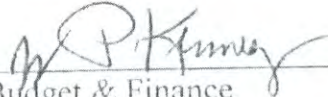
By  6/24/10
Lynn Griffith
Chief Executive Officer
Date

PIERCE COUNTY

Approved as to legal form only:



By 
Deputy Prosecuting Attorney
Date

Recommended:

By  6-07
Budget & Finance
Date

Approved:

By  5/25/10
Department Director
Date


By  6/14/10
Pierce County Executive
Date

RESOLUTION NO. 11-004

A RESOLUTION of the Board of Commissioners of Pierce Transit
Authorizing Execution of an Interlocal Agreement with Pierce County for the Operation of a
Combined Communications Network

WHEREAS, by Resolution No. 10-033, approved on the 13th day of December 2010, the
Board of Commissioners of Pierce Transit adopted the 2011 Agency Budget; and

WHEREAS, the budget contains funds for maintenance of Pierce Transit's radio
communication system; and

WHEREAS, Pierce County has maintained the radio system infrastructure since expiration of
the Motorola warranty; and

WHEREAS, Pierce Transit and Pierce County desire to develop an ongoing interlocal
agreement to operate a combined communications network; and

WHEREAS, Pierce Transit desires to continue to receive maintenance services from Pierce
County while a combined communications network agreement is being developed; and

WHEREAS, the proposal of Pierce County to provide the required maintenance services for
the amount of \$9,275 per month or \$111,300 in 2011 and \$9,831.50 per month or \$117,978 in 2012 has been
evaluated by staff and is considered to be fair and reasonable; and

WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce
Transit to execute an interlocal agreement with Pierce County for ongoing radio communications maintenance;

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

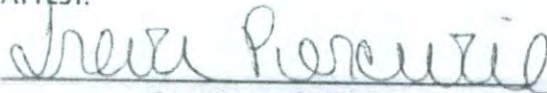
Section 1. The Chief Executive Officer is hereby authorized to execute an interlocal
agreement with Pierce County for ongoing radio communications maintenance as described.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held
on the 10th day of January 2011.



Claudia Thomas, Vice Chair
Board of Commissioners

ATTEST:



Treva Percival, CMC
Clerk of the Board



COMMUNICATION AGREEMENT
BETWEEN
PIERCE TRANSIT
AND
PIERCE COUNTY

THIS COMMUNICATION AGREEMENT ("Agreement"), is made and entered into on this 22nd day of February, 2011, by and between Pierce County Public Transportation Benefit Area Corporation, (hereinafter "Pierce Transit"), and Pierce County, (hereinafter "the County"), hereinafter referred to collectively as "Parties", for the operation of a Combined Communications Network, (herein after "System").

RECITALS

WHEREAS this agreement is entered pursuant to the authority granted by the Parties, and

WHEREAS The parties agree that it is in the public interest to design, develop, finance, acquire, install, operate, maintain, repair and replace as necessary a uniformly combined high-quality, public safety communications system for public safety and other agencies on a county-wide basis within Pierce County. The system shall be integrated with neighboring county and/or regional systems, and shall have the flexibility to be expanded in phases throughout Pierce County. The System envisioned by this agreement is intended to be a flexible system serving the purpose of improving communications by using the technological components that will, at any given time, best accomplish the purpose of improved communications within Pierce County and the Region, and

WHEREAS It is the intent of the parties that Pierce Transit and the County shall pay the initial capital costs of the combined emergency radio communication system, including reasonable formation costs thereof, and

WHEREAS Pierce Transit and the County shall pay for the operation and maintenance of the System through proportional cost sharing to be determined by the governance agreement between Transit and the County, and

WHEREAS Pierce Transit and the County will form a partnership to support the development of a combined 700 MHz radio communications interoperability network by utilizing common best engineering technical standards, using common radio systems linked with other regional public safety systems, and use of dispatch centers linked to a common network; and said agreement recorded with the Pierce County Auditor's Office, and

WHEREAS the Parties will collaborate with each other pursuant to this Agreement to assure successful ongoing operations of the combined communications system, and

WHEREAS the combined communications system shall consist of a shared microwave backbone established throughout Pierce County and agency specific land mobile radio systems in the Pierce County area. The System is defined as the combined shared radio and microwave systems between the County and Pierce Transit to carry voice and data traffic. The System shall also serve as an interoperable access point to a region-wide communications system.

The System will contain components, including radio and microwave components, fiber optic cable, conduit, electronic equipment and other necessary equipment for transportation of voice and data signals

WHEREAS the County shall provide maintenance of the current Pierce Transit Communication System components such as radios, microwave, and associated accessories and appurtenances as outlined on Exhibit "A" attached hereto; and will also provide maintenance of the physical Radio Sites and towers in accordance with R56 and other current related engineering standards, excluding such items as generators and buildings. Pierce Transit agrees to be responsible for its site buildings and generator maintenance and repairs. The County agrees to be responsible for its site buildings and generator maintenance and repairs.

WHEREAS It is the intent of the parties that Pierce Transit and the County shall develop Exhibit "E", the Standards Document for this agreement within twenty-four months of acceptance of this agreement, and

WHEREAS It is the intent of the parties that Pierce Transit and the County shall develop Exhibit "F", the Governance Document for this agreement within twenty-four months of acceptance of this agreement, and

WHEREAS as provided hereunder the County will utilize the Pierce Transit system ID and capabilities of the Pierce Transit master site, and Pierce Transit will utilize any County sites as required for Pierce Transit services, and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **REPLACE AND SUPERCEDE.** This Agreement hereby replaces the Memorandum of Understanding (MOU) Agreement, dated June 14, 2010 in its entirety, and this Agreement will solely govern the operational relationship between the Parties.
2. **PURPOSE.** For the term of this agreement, the County will use Pierce Transit's System ID, Motorola software version 7.x, and master site capabilities consistent with this Agreement.
3. **SCOPE OF SERVICES.** The Parties agree to perform their respective obligations as described in the following exhibits attached hereto and incorporated herein:

EXHIBIT A: Responsibilities of the Parties

- General (System Use and Sharing)
- Physical Space, Power, and HVAC (Site Sharing)
- Microwave Connectivity
- Frequency Use Authorization
- Combined System Implementation
- System Maintenance Support
- NIMS Compliance
- Exhibits

- EXHIBIT B: Operation and Maintenance
- System Maintenance Costs
 - System Replacement Costs

EXHIBIT C: Definitions

EXHIBIT D: Agreement Flow Chart

EXHIBIT E: Standards (TBD within 24 months)

- System Reliability
- System Operability
- System Maintenance
- System Security

EXHIBIT F: Governance (TBD within 24 months)

- Membership
- Voting Rights
- Defaults
- Indemnity
- Liability
- Replacement Lifecycle
- Cost Allocation
- User Fees
- Reserve Fund Forecast
- Emergency Communications
- Advanced System Key Agreement
- Area of Responsibilities
- Talk-group Coordination Agreement
- Assigned ID Blocks

4. **TERM.** The term of this Agreement will be indefinite and will continue from year to year until terminated earlier by mutual agreement of the Parties, by notice of termination, in writing, given by one party to the other. Either party may terminate this Agreement without cause and for convenience by serving written notice of termination upon the other party at least 365 days prior to the date of termination.
5. **AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of both parties.
6. **EXHIBITS.** The exhibits may be amended at any time by the mutual consent of both parties.
7. **COSTS.** Within 30 days of acceptance of this Agreement by both Parties, Pierce Transit and the County agree to pay the annual infrastructure maintenance costs and expenses for ongoing services and technical support, as described in Exhibit B Operations and Maintenance. Payments will be made within thirty (30) days of invoice date.

8. FUTURE NON-ALLOCATION OF FUNDS

A. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

B. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Pierce Transit will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by the Pierce Transit Board of Commissioners. No penalty or expense shall accrue to Transit in the event this provision applies.

9. STANDARDS DOCUMENT. The County and Pierce Transit agree that Exhibit "E" the Standards Document will be developed within twenty-four months after acceptance of this agreement; however, that failure to complete the "Standards Document" will not affect the validity of this Agreement.

10. GOVERNANCE DOCUMENT. The County and Pierce Transit agree that Exhibit "F" the Governance Document will be developed within twenty-four months after acceptance of this agreement; however, that failure to complete the "Governance Document" will not affect the validity of this Agreement.

11. PROPERTY. No real property will be acquired or held pursuant to this Agreement.

12. FILING. A copy of this Agreement will be filed with the Pierce County Budget and Finance Department, and Pierce Transit Finance Department provided, however, that failure to file will not affect the validity of this Agreement.

13. NOTICES. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To Pierce County:
Tim Lenk, Program Manager,
Radio Communications/E-9-1-1
2501 South 35th Street, Suite D
Tacoma, WA 98409

To Pierce Transit:
Carlos Davis, Bus Fleet and
Radio Maintenance Manager
3701 96th Street SW
Tacoma, WA 98499

14. GENERAL PROVISIONS. This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. 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.

15. INDEMNIFICATION

Each Party shall defend, protect and hold harmless the other Parties from and against all claims, suits and/or other actions arising from any negligent act, to the extent of that party's negligence, or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing this Agreement.

16. NO ASSIGNMENT

The Parties shall not subcontract, assign, or delegate any of their rights, duties or obligations under this Agreement without the express prior written approval of the other Parties.

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

PIERCE TRANSIT

Approved:

By Lynn Griffith 2/22/11
Lynn Griffith Date
LF Chief Executive Officer

PIERCE COUNTY

Approved as to legal form only:

By [Signature]
Deputy Prosecuting Attorney Date

Recommended:

By [Signature] 2-16
Budget & Finance Date

Approved:

By Alan C. Bailey 1/31/11
Department Director Date

By [Signature] 3/7/11
Pierce County Executive Date

EXHIBIT "A" RESPONSIBILITIES OF THE PARTIES

1. General

Pierce Transit owns and operates a Motorola 7.x 700 MHz public safety radio communications network including prime site, 6 eight channel simulcast sites, dispatch center equipment and Master Site.

The County owns and operates a 150 MHz public safety radio system, including 9 multi frequency conventional analog sites.

Each party owns microwave equipment capable of connecting one system to the other. Upon acceptance of this agreement by both parties, Pierce Transit authorizes the County connections with a microwave connection to Pierce Transit's microwave equipment at the Pierce Transit sites and equipment. The County will bear all costs associated with connecting the microwave, including installation. Upon termination of this Agreement, the County will disconnect its microwave equipment from the Pierce Transit system. The County will bear all costs associated with disconnecting its microwave equipment from the Pierce Transit system.

Upon acceptance of this agreement by both parties, the County authorizes Pierce Transit connections with a microwave connection to the County's microwave equipment at the County sites and equipment. Pierce Transit will bear all costs associated with connecting the microwave, including installation. Upon termination of this Agreement, Pierce Transit will disconnect its microwave equipment from the County system. Pierce Transit will bear all costs associated with disconnecting its microwave equipment from the County system.

Pierce Transit's written approval will be required should the County desire to add VHF County infrastructure equipment to Pierce Transit's communications system. Such approval will not be unreasonably withheld. 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 impact of system capabilities.

The County written approval will be required should Pierce Transit desire to add infrastructure equipment to the County communications system. Such approval will not be unreasonably withheld. 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 impact of system capabilities.

In order to support the development of a combined 700 MHz radio communications interoperability between Pierce Transit and the County by utilizing common technical standards; Pierce Transit will make the shared talk groups listed in Exhibit F available to Law Enforcement users connected to the combined shared radio system and will communicate to the County the name and talk group ID of those talk groups. The County agrees that these talk groups will be available for use on the combined shared radio system at all times.

2. Physical space, power and HVAC

Pierce Transit will provide rack or other space in the Pierce Transit sites for the County equipment and additional site space, if available, for future County equipment.

The County will provide rack or other space in the County sites for the Pierce Transit equipment and additional site space, if available, for future Pierce Transit equipment.

Pierce Transit will provide and pay for power to the County equipment at the Pierce Transit sites, based on what is available at no cost to the County. The County will provide power specifications in a reasonable time period for any future equipment associated with its system intended for installation at the Pierce Transit sites. If such equipment requires more power than is available, such power will be provided by the County at the County expense. The County will provide all reasonable technical information requested by Pierce Transit for purposes of evaluating power requirements and availability. The County will apply for all necessary permits for the equipment installation and shall comply with all electrical codes.

The County will provide and pay for power to the Pierce Transit equipment at the County sites, based on what is available at no cost to Pierce Transit. Pierce Transit will provide power specifications in a reasonable time period for any future equipment associated with its system intended for installation at the County sites. If such equipment requires more power than is available, such power will be provided by Pierce Transit at the Pierce Transit's expense. Pierce Transit will provide all reasonable technical information requested by the County for purposes of evaluating power requirements and availability. Pierce Transit will apply for all necessary permits for the equipment installation and shall comply with all electrical codes.

Pierce Transit will provide power for HVAC equipment installed at the Pierce Transit sites at no cost to the County. If future County equipment requires more heating or cooling than is available, the County will pay for all HVAC upgrade or modification costs associated with the County equipment. Pierce Transit will continue to pay for power for the upgraded equipment at no cost to the County, consistent with this Agreement. The County will provide all reasonable technical information requested by Pierce Transit for purposes of evaluating HVAC requirements. Pierce Transit will provide the County all information, data and analyses demonstrating any need for HVAC upgrades or modifications Pierce Transit asserts to be needed due to future County equipment. The County will apply for all necessary permits for the equipment installation and shall comply with all Transit requirements.

The County will provide power for HVAC equipment installed at the County sites at no cost to Pierce Transit. If future Pierce Transit equipment requires more heating or cooling than is available, Pierce Transit will pay for all HVAC upgrade or modification costs associated with the Pierce Transit equipment. The County will continue to pay for power for the upgraded equipment at no cost to Pierce Transit, consistent with this Agreement. Pierce Transit will provide all reasonable technical information requested by the County for purposes of evaluating HVAC requirements. The County will provide Pierce Transit all information, data and analyses demonstrating any need for HVAC upgrades or modifications the County asserts to be needed due

to future Pierce Transit equipment. Pierce Transit will apply for all necessary permits for the equipment installation and shall comply with all County requirements.

Placement of County equipment at any Pierce Transit site will be reviewed by Transit, and if acceptable to Pierce Transit, approved and coordinated with the County prior to installation or modification. The County will bear all costs associated with work related to its own equipment at Transit sites as deemed necessary by the Parties.

Placement of Pierce Transit equipment at any County site will be reviewed by the County, and if acceptable to the County, approved and coordinated with Pierce Transit prior to installation or modification. Pierce Transit will bear all costs associated with work related to its own equipment at County sites as deemed necessary by the Parties.

3. Microwave connectivity

Pierce Transit and the County will maintain both sides of the Microwave connection at the Pierce Transit and County sites. Pierce Transit retains ownership of its end of the microwave path and the County retains ownership of its end of the microwave path. The County and Pierce Transit will diagnose, repair and replace items when needed. The County and Pierce Transit will maintain channel bank and wiring at the Pierce Transit and County sites. Agency technical personnel are required to notify each other by email for 24 hour, 7 day per week access to the sites and response to the notification is required prior to being on site at either location. Maintenance, parts, and other related support costs are described in Exhibit B.

4. Frequency use authorization

Pierce Transit and the County authorize the use of frequencies within the combined communication system. Pierce Transit and the County will evaluate the system capacity of the combined communication system to ensure it meets operational needs of the parties. Pierce Transit and County will share all associated costs needed to increase capacity as determined by the parties.

Compliance with Laws. Each Party agrees to comply with all applicable federal and state laws, rules and regulations. Nothing in this Agreement prevents any Party from exercising any authority it may have under law.

Rebanding. The Parties agree:

- The rebanding of the combined communication system will be a collaborative effort;
- The parties agree to proportional cost sharing associated with the rebanding of the combined system;
- The parties will collaborate and coordinate with each other and with all other licensees in the Puget Sound Region;
- The parties agree that in no event they will commence rebanding the combined system infrastructure without written approval from the other Party.

5. Combined System Implementation

The County at their cost, anticipates connecting additional equipment and sites to the current Transit 700 MHz system. The County also anticipates that in 2011 or 2012 the additional equipment may consist of two 11-channel simulcast sites and 2 additional channels at 6 of the Pierce Transit sites creating the combined shared communication system. The site addition date will not occur until the communication engineering study and equipment implementation plan has been completed. The engineering study is expected to be completed within the second quarter of 2011 which may deviate from the anticipated equipment and sites mentioned above. Upon completion of the engineering study the County will submit the study to Pierce Transit for final approval and implementation.

"Site addition date" means the date a site or additional stations is first connected to the System. The "connected" date is independent of "operational" or "accepted" dates. "Connected" means the site and/or station is utilizing System capabilities.

6. System Maintenance Support

The County has agreed to provide maintenance support of the Pierce Transit 700 MHz system infrastructure beginning in 2011 as detailed in Exhibit "B". The cost structure is subject to change upon the connected combined system implementation as described in Exhibit "A" (5).

7. Compliance with National Incident Management System (NIMS).

Both Parties represent that they currently comply with NIMS by having adopted the Incident Command System and are independently working towards fulfilling NIMS requirements.

8. Exhibits

Exhibits are each subject to change at any time as agreed upon in writing by both Pierce Transit and the County based on valid technical or operational needs. Such changes will not be arbitrary in nature. Pierce Transit and /or the County will provide valid technical and/or operational explanations of changes not less than 30 days prior to implementation. Exhibits may be added to maintain the integrity of the agreement as agreed upon by both parties.

Interim to completing the governance agreement, anytime a disagreement or problem should arise concerning the operation of this agreement, the Parties agree that resolution be resolved at the Department level. If the primary Pierce Transit and County Manager are unable to resolve the problem within 30 days, the matter should then go to Pierce Transit's Vice President, Transportation Services and the County's Director, Department of Emergency Management, or their designees, for resolution.

If Pierce Transit or the County disputes or objects to the explanation(s) supporting the proposed change(s), the notice and dispute resolution mechanisms of this agreement shall be identified in the governance document.

EXHIBIT "B" OPERATIONS AND MAINTENANCE

1. System Maintenance Cost

On January 1, 2011 thru December 31, 2011, the County agrees to provide maintenance support services for the 700 MHz Pierce Transit communication system. Pierce Transit agrees to pay the County the sum of \$9,275.00 monthly totaling \$111,300 for services starting January 1, 2011 to December 31, 2011.

The County and Pierce Transit agree that once the County is connected to the Transit 700 MHz communication system which creates the combined communication system, the County and Pierce Transit agree to proportionally share the monthly maintenance cost for the combined communication system.

It is anticipated that the County will have connectivity to the Pierce Transit and County combined communication system by 2012. If the connection project is delayed, Pierce Transit agrees to pay the County the sum of \$9,831.50 monthly totaling \$119,978 for services starting January 1, 2012 to December 31, 2012.

The County and Pierce Transit agree that the specific cost allocation structure for the combined communication system maintenance will be developed into the governance document.

2. Combined System Infrastructure Replacement Cost

The County and Pierce Transit agree that the infrastructure replacement and funding for the replacement program will be developed into the governance document.

The County and Pierce Transit agree that the specific cost allocation structure for the combined communication system will be developed into the governance document.

3. Scope of Maintenance Services

The County agrees to provide the operational management, maintenance, repair and related services described herein. Maintenance, repair and services for infrastructure shall be provided at the location or locations specified in the as built documentation, on a 24-hour a day, seven day a week basis.

Pierce Transit agrees to maintain a suitable environment for the equipment, and to provide the County full, free and safe access to the equipment to provide maintenance services.

4. The County Maintenance Services shall include but not limited to:

- a. Provide scheduled Preventive Maintenance (PM) during normal business hours based on the specific needs of the Communications System as described in Exhibit "B" and scheduled on Motorola notification basis.
- b. Preventive maintenance shall include adjustments to maintain Radio System specifications, lubrication, cleaning, replacement of defective parts, correction, retrofitting for engineering changes.

5. The PM will include, but not limited to:
- a. Physically inspect cabinet, general circuitry and connections.
 - b. Measure transmitter power output and adjusts to rated output.
 - c. Check and adjust all combiners.
 - d. Measure reflected power of the transmitter antenna system and transmitters.
 - e. Measure and adjust frequency and modulation, as required by the Federal Communications Commission's (FCC) Rules and Regulations.
 - f. Measure and adjust receiver sensitivity.
 - g. Check Radio System levels.
 - h. Remove any oil, dust, and/or foreign substances from equipment.
 - i. Record and report, no more than two weeks from when work is completed, the following critical parameters related to trunked radio equipment:
 - j. transmit frequency;
 - k. maximum deviation;
 - l. transmitter power;
 - m. combiner loss;
 - n. reflected power in antenna line;
 - o. receive frequency;
 - p. receive sensitivity;
 - q. audio output levels;
 - r. deviation of critical parameters;
 - s. model and serial number;
 - t. description of problem and corrective action taken
6. The County shall take any corrective actions necessary to maintain equipment in full compliance with the Federal Communications Commission's (FCC) Rules and Regulations, and within Radio System's specific tolerances.
- a. BERT Test (Bit error test).
 - b. Verify manufacturer standards
7. The County will provide documentation as to the results of the annual PM. This information will contain a minimum of the following data:
- a. Model and serial number;
 - b. power output and VSWR of station and combiner;
 - c. frequency check;
 - d. Modulation levels;
 - e. receiver sensitivity;
 - f. line levels;
 - g. Location of equipment; and site information.
8. The County shall provide unscheduled, on call maintenance as required for inoperative equipment. Charge rate shall be based upon the County annual calculated shop rate plus material costs.
9. Maintenance includes determining the cause of failure and/or intermittent service, removing, repairing or replacing parts or elements as necessary in order to conform with the manufacturer's factory specifications along with Radio System specific specifications, delivering and reinstalling the parts, and placing the equipment or software back into service.

10. Pierce Transit shall provide needed parts and materials through its stock or contracted Motorola Advance Replacement Contract, or reimburse the County for all parts and materials associated with unscheduled, on call maintenance as required for inoperative equipment.

11. Service request procedure is as follows:

- a. Pierce Transit shall contact the County to define complaint per Exhibit "B "(22.)
- b. The County shall use Pierce Transit Diagnostic tools as needed (per sign out and return procedures).
- c. Determine course of action and respond accordingly per agreement with Pierce Transit.
- d. Pierce Transit shall provide maintenance materials, tools (per sign out and return procedures), site logs, database at prime site containing all actions regarding Radio System, diagnostic and test equipment necessary for the maintenance services described herein.

12. Routine Maintenance Schedule shall include quarterly visits to the remote sites and the prime site to be visited one time per month.

Prime site visit will include checks of all status alarms and contact of the Communication Center and Bus Fleet & Radio Maintenance Manager along with the Assistant Communication Manager for any Radio System input. Two e-mail distribution groups for use with radio site and equipment maintenance are as follows. These are intended to be used to keep all interested parties in the loop when work is going on or an issue is being worked.

"Motorola Trouble Ticket" – is for equipment repair issues related to radios and ancillary equipment.

"Radio Sites" - is intended for site, tower and generator issues.

13. Staff Personnel, Qualifications And Training:

- a. The County shall perform the services in a timely and workmanlike manner, using only qualified staff that is familiar with the equipment they are servicing.
- b. The County's service delivery staff shall maintain their factory training by the primary manufacturers of the equipment (Motorola and Harris) to deliver the services requested and will continue to be kept properly trained as technology evolves.

14. SERVICE STANDARDS:

- a. Telephone Trouble line: The County shall furnish Pierce Transit with a central telephone number where notice shall be given of the need for equipment maintenance. This telephone service shall be available 24 hours a day, 7 days a week.
- b. Response Time: The County shall provide service delivery including periodic monitoring and maintenance by remote access diagnostic equipment as available on the Pierce Transit Radio System. Pierce Transit shall provide the

County with a laptop and radio connection to the System (per sign out and return procedures).

- c. Communications Radio System: Where trouble is reported through such equipment or by an individual, fully qualified service delivery staff shall respond by telephone to the trouble call within 30 minutes of being notified of the problem.
- d. Response for this purpose shall mean to identify and log an automatically identified fault or problem, and calling to confirm that a trouble report has been made to the person reporting the fault or designee.
- e. Should the problem not be identified as one that can be corrected remotely or, if it is identified as one which is of a Radio System Severity Level 1, 2 or 3 in nature, then fully qualified service delivery staff shall be on the site where the fault occurred within two hours of the determination it requires on site response if it is the Prime Site and four hours if it is a remote site. This on site response is subject to site access conditions, weather.
- f. Any cost associated with unusual access to the site is the responsibility of the County i.e., snow cats, helicopters, etc.

15. Down Time:

Because of the critical public safety nature of the Radio System, the County shall ensure that major down time, i.e., down time of any complete site, will be kept to the minimum time necessary to maintain the site equipment to manufacturers' specifications and peak operational performance. The County shall not intentionally:

- a. disable any site;
- b. put any site into site Trunking or "fail soft";
- c. or interrupt any microwave path to or from a site without first notifying Transit and obtaining approval.

16. Maintenance to Radio System's Specifications:

All equipment maintained under this agreement shall be maintained to the manufacturer's factory specifications and Radio System specific specifications; provided however, service standard exceptions may be allowed by Transit when special circumstances can be demonstrated.

17. Spare Parts:

Pierce Transit and the County shall obtain adequate spare parts as recommended by the manufacturer and agreement of the Parties. All spare parts must meet or exceed the specifications of the manufacturer of the unit in which the part is installed and shall be free of defects in title, material, and workmanship.

18. Coordination and Site Access:

The Parties agree that whenever work is to be performed at sites owned or shared by either party, contact will be made prior to work completion as identified in this agreement. Pierce Transit shall provide site access to the County as required for maintenance services or as needed. The County shall provide site access to Pierce Transit as required for maintenance services or as needed.

19. Onsite Infrastructure Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 4 hours from receipt of Notification Continuously
Severity 2	Within 4 hours from receipt of Notification Continuously
Severity 3 *	Within 24 hours from receipt of Notification Standard Business Day

*Standard Business Day (M-F, 8:00 a.m. to 5:00 p.m.)

20. SmartZone -Network Preventative Maintenance

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supply voltages
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
Consoles Positions/Remotes	Receiver Desense (Full Duplex Only)
	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
Central Controllers, DIGITAC	Check for receiver to Comparator audio path.

Comparators Continued	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	GPS RX/Controller
	Frequency Standard
	Calibration
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
UPS	Batteries
	Switch-Over Operations
	AC/DC Voltages
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other Telco interface common equipment

21. The County and Pierce Transit Priority Notification List

<u>Contacts</u>	<u>Email</u>	<u>Office/Cell</u>
Communication Center 24/7 Control Center	CommCenter@piercettransit.org	253-581-8109
Sylvia Daughtrey Communication Center Manager	Sdaughtrey@Piercettransit.org	253-581-8021/253-606-0640
Ray Hawkins Communication Center Assistant Manager	Rhawkins@Piercettransit.org	253-983-3414/253-983-2618
Carlos Davis Fleet & Radio Maintenance Manager	Cdavis@Piercettransit.org	253-581-8044/253-255-8323
Ron Moyer Information Technology Project Manager	Rmoyer@Piercettransit.org	253-581-8022/253-377-2213
Peter Pryszlak Senior systems Analyst	Ppryszlak@Piercettransit.org	253-983-3449/253-365-5245
Keith Messner Director Information Technology	Kmessner@Piercettransit.org	253-581-8122/253-905-1206
Bill Spies Director Office of Maintenance	Bspies@Piercettransit.org	253-589-6896/253-255-8111
Stan Medeiros Bus & Radio Maintenance Lead	Smedeiros@Piercettransit.org	253-983-2730/253-377-3233

Pierce County Priority Notification List

Pierce County DEM Duty Officer (After Hours Only)	253-798-7470
Ed Munoz Radio Communications Supervisor	Emunoz@co.pierce.wa.us 253-798-7009/253-405-4525
John Zwosta Radio Communications Project Coordinator	Jzwosta@co.pierce.wa.us 253-798-7012/253-377-0566
Tim Lenk Radio Communications/E-9-1-1 Project Manager	Tlenk@co.pierce.wa.us 253-798-7011/253-209-0104

Emergency

- Email Communication Center (No response in 20 Minutes) Call
- Email All Contacts

Priority

- Email Communication Center (No response in 20 Minutes) Call
- Email All Contacts

Routine

- Email Communication Center
- Email All Contacts

Motorola
217
Call Center

Pierce Transit
Communication
Center

Sylvia
Daughtrey
or
Ray Hawkins

- Carlos Davis
- Ron Moyer
- Peter Pryszlak
- Keith Messner
- Bill Spies
- Stan Medeiros

County
Emergency
Afterhours

- Pierce County
DEM Officer
- Ed Muñoz
- John Zwosta
- Tim Lenk

23. Radio Site Locations - Areas of Responsibilities

ss	Owner & Address	Contact Information	PT Responsibility	Access Means?	Bldg/ Grounds	Equipment	Utilities	Combination	Key
at N 112th r, WA	King County Radio Communication Services 500 4th Ave Room 500	Tony Minor, Communications Engineer (206) 296-5051	None	Keyed gate	None	None	None	1954	
1 Hill 39th IE na, WA 2	KUOW/ Puget Sound Public Radio 4518 University Way NE Ste 310 Seattle, WA 98105	Dane Johnson, Communicatio ns Director (206) 616-6747	Grounds maintenance, Access road, Generator, Pest control	Keyed gate	Cinder block structure	Cummins/ Onan Generator Model 47 GGFE - S/N A0700139 27	Separately metered TPU Power. Electric and propane	Gate 7611 Fence 1346	Amer n Lock 2) Wats M
lup EOC 39th ast 'C" lup, WA 4	City of Puyallup Administrative Building 330 Third St SW Puyallup, WA 98371	Ron Tiedeman IT Director (253) 840-6674	None	Keyed gate	None	None	None	None	Wats
am Hill 5 lian St am, WA 8	Pierce County 2501 S. 35th St Tacoma, WA 98409	Tim Lenk, Program Mgr, Communicatio ns & E 911 (253) 209-0104	None	Keyed gate	None	Cummins/ Onan Generator Model 47 GGFE - S/N B07002710 7	None	4714	Corbi Ross Mede AA6-C
ock Hill 1 ock St na, WA 3	Lakewood Water District 11900 Gravelly Lake Dr. SW Lakewood, WA 98496	Dave Hall, Facility Manager (253) 588-4423	Grounds Maintenance and Generator	Keyed gate	Pre Cast Building	Generac Generator Model 875464010 0	Elec. Power and Propane	7767	Wats
& on S. 19th na, WA 5	Bates Technical College / KBTC 2320 S. 19th St Tacoma, WA 98405	Darin Gerchak, Communicatio ns Manager (253) 680-7705	None	Keyed gate	None	None	None	None	No ke
r fer on S 54th IW r, WA 2	Pierce County 2501 S. 35th St Tacoma, WA	Tim Lenk, Program Mgr, Communicatio ns & E 911 (253) 209-0104	Grounds maintenance and Generator	Keyed gate	Pre Cast Building	Generac Generator Model 875464010 0	Elec. Power and Propane	None	Mede AA6-C

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EXHIBIT "C" DEFINITIONS

1. Agreement means this Communications Agreement.
2. Cost Allocation Model means the model attached to this Agreement as Exhibit F and by this reference incorporated herein, by which each Member's share of financial obligations and voting weight is determined from time to time.
3. County means Pierce County.
4. Transit means Pierce Transit
5. Dispatch Center means a communications dispatch center established and operated by representatives of one or more agencies.
6. Microwave Path means channel capacity on one or more microwave links established in the System to provide redundant access from Repeater Sites and the Dispatch Centers to the Network Controller Equipment.
7. Radio Network Controller or Network Controller Equipment means both the active controller and audio switch and, if such exists in the approved design, the redundant backup controller and audio switch, and related equipment. The computer device which allows access between Computer Aided Dispatch (CAD) systems and the mobile data portion of the Radio System.
8. Project means all authorized costs and activities relating to the design, development, acquisition and installation of the System. "Project" also includes authorized costs and activities relating to the design, development, acquisition and installation of equipment that interfaces with the System.
9. Repeater means a radio transmitter (base station) which is part of the System and which is capable of receiving transmissions from Subscriber Units and re-transmitting the signal over a wide area to other Subscriber Units.
10. Repeater Site means locations defined in the System design that will operate one or more Repeaters, or a group of simulcast Repeaters that are part of the System.
11. LESA means the Law Enforcement Support Agency, a Dispatch center of Pierce County municipalities and special purpose districts.
12. Subscriber Unit means a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the System.
13. System means a system to provide for voice, data, and other methods of communication consisting of: (a) 700 MHz radio communication infrastructure system with compatible mobile, portable and control station radios; (b) VHF communication infrastructure systems with compatible mobile, portable and control station radios; (c) 900 MHz radio system infrastructure with compatible mobile,

portable and control station radios; (d) 800 MHz radio system infrastructure with compatible mobile, portable and control station radios; (e) a microwave transmission network; (f) network controllers; (g) other related real property, vehicles, buses, and equipment.

14. **Talk Group** means a software-controlled identification system that allows a trunked radio system to provide system access to groups of Subscriber Units. A Talk Group is essentially equal to a single channel in a conventional radio system. Means a group of Subscriber Radio Units programmed to hear all communications directed to units in that group.
15. **User** means an entity other than a Member using the System pursuant to a contract with the County and/or Transit.
16. **CAD Interface Software** means computer software provided by Motorola to allow a data communications link between the Radio System and Computer Aided Dispatch (CAD) systems.
17. **IntelliRepeater (IR) System** means a single radio site with multiple radios, each on a different frequency, with full Radio System features. Each IR site is independent with separate frequencies from any other IR site or Simulcast System.
18. **Maintenance or Radio System Maintenance** means the maintenance of the system backbone or infrastructure as defined herein.
19. **Prime Site** means the physical location of the primary radio system controller for the 700 MHz System.
20. **Program, programmed, and programming** means the process of coding particular Subscriber Radio Units to transmit and receive specified radio communications.
21. **Radio Sites** means the physical remote radio site where the Radio System is housed and includes such items as the building, grounds, antenna tower, electrical systems (including battery, generator, UPS, or utility), environmental control systems, and the like.
22. **Simulcast System** means multiple radio sites with multiple radios at each site, each radio on a different frequency at an individual site but then duplicated at all the other sites, with full Radio System features, transmitting on a single frequency at the same time. Providing optimum coverage for primary coverage area with minimum frequency use.
23. **Subscriber Radio Unit** means a radio that is capable of transmitting receiving radio communications over the System. This includes either voice or data radios.
24. **Standard Business Day** means Monday through Friday, 8:00 a.m. to 5:00 p.m.

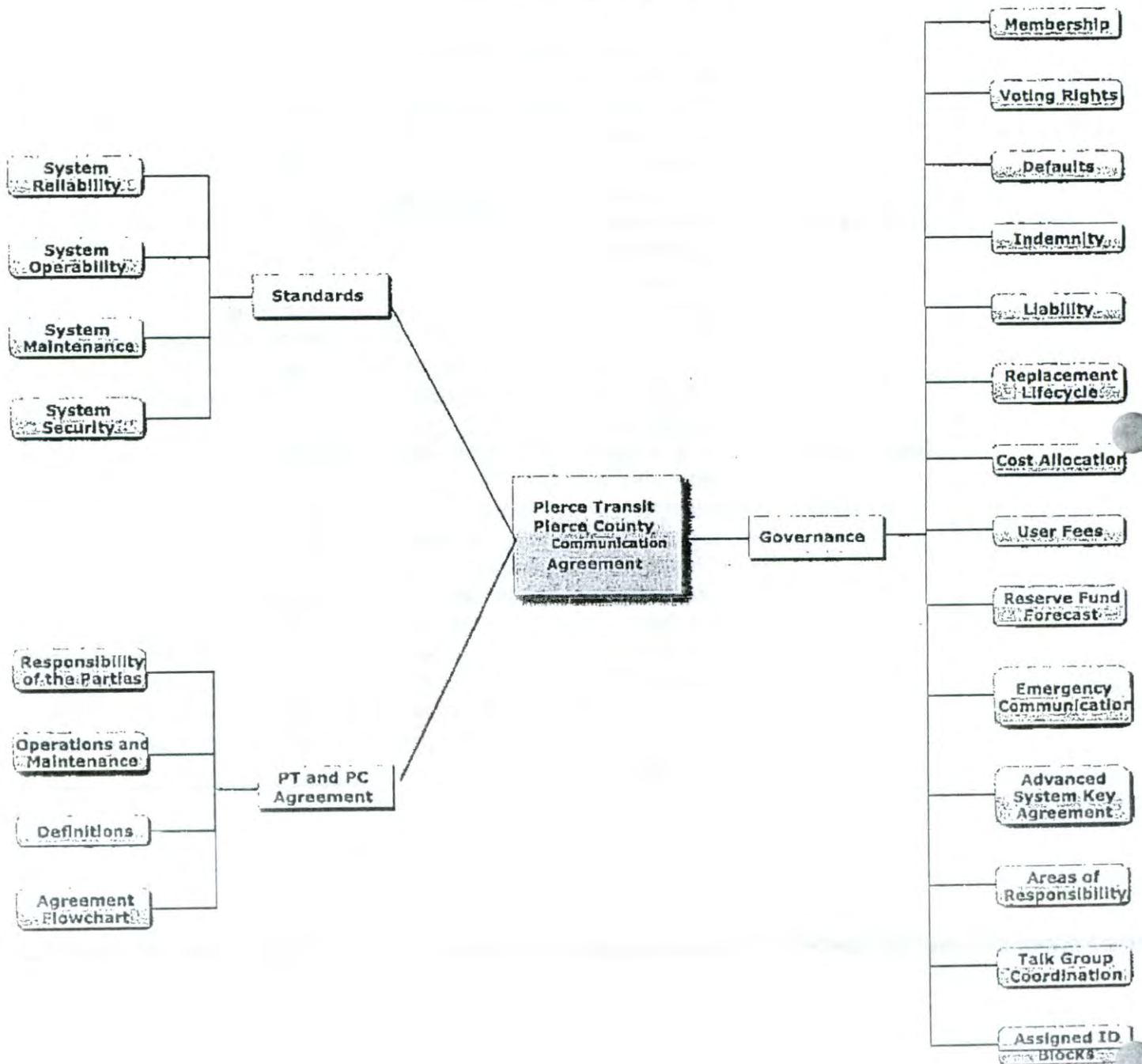
portable and control station radios; (d) 800 MHz radio system infrastructure with compatible mobile, portable and control station radios; (e) a microwave transmission network; (f) network controllers; (g) other related real property, vehicles, buses, and equipment.

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23. **Subscriber Radio Unit** means a radio that is capable of transmitting receiving radio communications over the System. This includes either voice or data radios.
24. **Standard Business Day** means Monday through Friday, 8:00 a.m. to 5:00 p.m.

25. Severity Definitions Table

<u>Severity Level</u>	<u>Problem Types</u>
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

EXHIBIT "D" Agreement Flowchart



MASTER SITE AGREEMENT ("Agreement") BETWEEN PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA ("Pierce Transit") and COUNTY OF PIERCE ("Pierce County") ("Party" or "Parties") FOR the operation of a Combined Communications Network, (herein after "System").

THIS Agreement, is made and entered into on this ____ day of _____, ____ by and between Pierce Transit and Pierce County for the purpose of relocating Pierce Transit's radio communications Master Site Core, which includes without limitation network equipment (controllers, servers, network routing devices, management terminals) and console equipment which supports the existing wide-area 700 MHz Radio System, from its site located at 3701 96th Street SW, Lakewood, WA 98499 to Pierce County's site at 2501 South 35th Street, Suite D, Tacoma, WA 98409

RECITALS

WHEREAS this Agreement is entered pursuant to the authority granted by the Parties, and

WHEREAS The Parties agree that it is in the public interest to design, develop, finance, acquire, install, operate, maintain, repair and replace as necessary a uniformly combined high-quality, communications system for public safety and other agencies on a county-wide basis within Pierce County. The System shall be integrated with neighboring county and/or regional systems, and shall have the flexibility to be expanded in phases throughout Pierce County. The System envisioned by this Agreement is intended to be a flexible system serving the purpose of improving communications by using the technological components that will, at any given time, best accomplish the purpose of improved communications within Pierce County and the Region, and

WHEREAS It is the intent of the Parties that Pierce Transit and Pierce County shall pay the initial capital costs of the System, including reasonable formation costs thereof, and

WHEREAS Pierce Transit and Pierce County shall pay for the operation and maintenance of the System through proportional cost sharing to be determined by the governance agreement between Pierce Transit and Pierce County, and

WHEREAS Pierce Transit and Pierce County will mutually support the development of a combined P-25 700 MHz radio communications interoperability network by utilizing common best engineering technical standards, using common radio systems linked with other regional public safety systems, and use of dispatch centers linked to a common network; and

WHEREAS the Parties will collaborate with each other pursuant to this Agreement to assure successful ongoing operations of the combined communications system, and

WHEREAS the System shall consist of a shared microwave backbone established throughout Pierce County and agency specific land mobile radio systems in the Pierce County area. The System is defined as the combined shared radio and microwave systems and sites between the Pierce County and Pierce Transit to carry voice and data traffic. The System shall also serve as an Interoperable access point to a region wide communications system. The System will contain components, including radio and microwave components, fiber optic cable, conduit, electronic equipment and other necessary equipment for transportation of voice and data signals, and

WHEREAS Pierce County shall provide maintenance of the current Pierce Transit Communication System components such as radios, microwave, and associated accessories and appurtenances as set forth in the Communications Agreement between the Parties dated February 22, 2011; and will also provide maintenance of the physical Radio Sites and towers in accordance with R56 and other current related engineering standards, excluding such items as generators and buildings. Pierce Transit agrees to be responsible for its radio building and generator maintenance and repairs. Pierce County agrees to be responsible for its site building and generator maintenance and repairs.

WHEREAS It is the intent of the Parties at this time to move Pierce Transit's radio communications Master Site Core from its current location at 3701 96th Street SW, Lakewood, WA 98499 to Pierce County's site at 2501 South 35th Street, Suite D, Tacoma, WA 98409 and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. The above Recitals are incorporated by reference herein with the following terms and conditions.
2. By December 30 2013 the Parties shall transfer Pierce Transit's ASTRO P25 Master site: ("M3 Core Communication System") from its current location to Pierce County's site and facility located at 2501 South 35th Street, Suite D, Tacoma, WA 98409 ("Site"). The ASTRO 25 Master site is designed for maximum availability and dependability. It is the central source of network services and control. It supports:
 - a. Voice call processing designed for mission critical group communications;
 - b. Mobility management to allow users to roam seamlessly throughout the network;
 - c. Radio System management for centralized radio user and network configuration, fault monitoring and control;
 - d. Enterprise IT management for centralized management of user accounts to prevent unauthorized access and ensure prompt notification and resolution of events; and
 - e. Ease of connectivity to other ASTRO 25 cores for regional and statewide expanded coverage.
3. Pierce County shall bear all the costs and expenses associated with the physical transfer of Pierce Transit's Communications System to the Site, including but not limited to insurance, removal from current location, transportation to the Site and all the costs and expenses associated with the installation, commissioning and start up of the Communications System at the Site, including but not limited to insurance, personnel and equipment.
4. After the Communications System is accepted by the Parties as being fully operational at the Site, the ongoing operation and maintenance expenses of the Communications System shall be shared by the Parties through proportional cost sharing to be determined by a governance agreement between Pierce Transit and Pierce County: subject to future amendments as the Parties may mutually agree, including without limitation the additional of other parties that will utilize the Communications System.
6. The term of this Agreement shall be indefinite, and may be mutually reviewed every year by the Parties.
7. Either Party may terminate this Agreement upon twelve (12) months written notice to the other Party prior to the then current expiration date.
8. If a dispute arises between the Parties regarding this Agreement, the Parties agree that they initially shall seek resolution by informal means, including without limitation, mediation. If informal means are unsuccessful, the Parties may bring whatever legal action is determined appropriate, whether arising from contract, tort or equity.
9. Each Party shall be responsible for its own attorney fees, costs and related expenses for any actions taken to enforce or defend this Agreement.
10. The Parties mutually waive consequential damages as between themselves.
11. No provision of this Agreement is intended to create any third-party beneficiary to this Agreement.
12. This Agreement contains the entire understanding between the Parties in connection with the subject matter, and supersedes and replaces all prior negotiations, agreements, or representations by or among the Parties, whether oral or written. Each Party acknowledges that no other Party, or any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, express or implied, oral or written.

expressly stated herein, concerning the subject matter hereof to induce the other Party or Parties to execute this document. Each Party acknowledges that in executing this document he, she, or it is not relying on any promise, representation or warranty other than those expressly stated herein

13. This Settlement Agreement has been drafted by mutual negotiations among the Parties. It shall be construed according to the fair intent of the language as a whole, and not for or against any party. The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

14. If any provision of this Agreement or portion of such provision or the application thereof to any Party, person, or circumstance is for any reason held invalid or unenforceable, the remainder of the Agreement (including the remainder of such provisions) and the application thereof to the Party, persons, or circumstances shall not be affected thereby.

15. Venue for resolution of disputes shall be Pierce County, Washington and jurisdiction shall be as provided by law in Pierce County state courts or the U.S. District Court in Tacoma, Washington.

16. The Parties have each consulted, had access to or waived right to consult legal counsel in the negotiation and agreements expressed in this Agreement prior to the Agreement's execution.

17. This Agreement may be recorded by either Party as provided by law.

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

PIERCE TRANSIT

PIERCE COUNTY

Approved as to legal form only:

Approved as to legal form only:

By [Signature] Jan 16, 2013
Pierce Transit Legal Counsel Date

By [Signature]
Deputy Prosecuting Attorney Date

Recommended:

By [Signature] Jan 16, 2013
Lynn Griffith Chief Executive Officer Date

By [Signature] 1/16/13
Budget & Finance Date

Approved:

By [Signature] 12/12/12
Department Director Date

By [Signature] 1/16/13
Pierce County Executive Date



Pierce County

County/Transit

Shared Communication System Policy Statement

March 14, 2013

Pierce County Public Transportation Benefit Area Corporation (hereinafter "Transit") and Pierce County (hereinafter "County") agree that the Communication Agreement made and entered into on February 22, 2011 between County/Transit, is in the public interest and is envisioned and intended to be a flexible system serving the purpose of improving communications by using the technological components that will, at any given time, best accomplish the purpose of improved communications within Pierce County and the region. The Parties agree that providing communication services which meet critical public safety and transportation operational requirements is within the scope of the Parties' Interlocal Agreement and draft Governance. This policy statement does not supersede the signed interlocal agreement, but is meant to clarify the business model and essential steps required to fulfill the Parties' partnership since the start of South Sound 911.

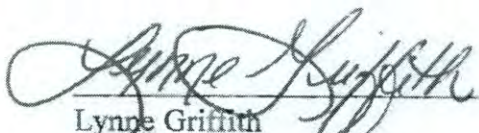
1. County/Transit retains joint partnership of the 700 MHz System and will continue to be the System Administrators of the primary ASTRO Core/7.13 Master Site.
2. County/Transit agrees that the current Interlocal Agreement, the completion of the County/Transit Governance, and the development of the Communication Maintenance Business Model, continues to move forward as a high priority.
3. County/Transit Governance shall be completed prior to South Sound 911 sharing beneficial use of the 700 MHz System.

Pierce Transit

Approved:

Pierce County

Approved:

 4/6/2013
Lynne Griffith
Chief Executive Officer
Date

 4-2-2013
Pat McCarthy
Pierce County Executive
Date

**Pierce Transit & Pierce County
Governance Document Status**

As of: June 2013

Document Title	PT/PC Review % Complete	PT/PC Legal Review % Complete	Document Review Entirely Complete
Interlocal and Master Site Agreement	100%	100%	100%
Cooperative Governance Agreement	95%	90%	N/A
SCWCS Description	75%	N/A	N/A
Organization Chart	90%	N/A	N/A
Standards	100%	0%	N/A
System Access Agreement	100%	0%	N/A
Customer Service Agreement	10%	N/A	N/A
Definitions	90%	0%	N/A
Advanced System Key Agreement	90%	0%	N/A
Talkgroup Document	75%	0%	N/A
ISSI – Inter Sub-System Integration	25%	0%	N/A