

Attachment A
Successor EPSCA Interlocal Agreement

**EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY
JOINT BOARD INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland, and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs, the Principals developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals entered into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under Chapters 39.24 and 24.06 RCW; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, known as the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies” entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”), which created a separate governmental agency (the “PSERN Agency”), under authority of Chapters 39.34 and 24.06 RCW, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS, the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”) on behalf of all Principals, as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, thereafter, the Principals entered into the Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2021 Agreement”) adding processes for jointly exercising their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred in December of 2023, at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on October 23, 2023, the EPSCA Board of Directors ("Board of Directors") voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Agency Joint Board Agreement ("EPSCA Joint Board Agreement") as a successor agreement to the 2021 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act chapter 39.34 of the Revised Code of Washington;

WHEREAS, all Principals retain the responsibility and authority for their operational departments with respect to any activities related to public safety radio dispatch and related services, and nothing within this agreement is intended to alter or modify those responsibilities or authority.

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF EPSCA JOINT BOARD.

The Principals hereby create the **Eastside Public Safety Agency Joint Board ("Joint Board")** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and Alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

SECTION 2. EFFECTIVE DATE AND TERM OF AGREEMENT.

This Agreement shall be deemed adopted and effective as of the last date signed below, subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2021 Agreement, which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

a) Administrator. The "Administrator" is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The Administrator shall be selected by the Joint Board by simple majority vote.

b) Chief Executive Officer or CEO. For purposes of this Agreement, “Chief Executive Officer” or “CEO” with respect to any Principal is the city manager for a city with a council manager form of city government, or the mayor or city administrator for a city with a council-mayor form of city government.

c) EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

d) EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 6 of this Agreement to represent the Principals on the PSERN Board.

e) Joint Board. The “Joint Board” is the body established by Section 1 of this Agreement.

f) Member. A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

g) Principal. A “Principal” is a general-purpose municipal corporation formed as a city under the laws of the state of Washington that has accepted the terms of and is a party to this Agreement. The original Principals are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.

h) PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

i) PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, established 2021.

j) PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

k) PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

l) Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

m) Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

SECTION 4. JOINT BOARD POWERS.

The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.

a) Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal

or his/her alternate as provided in Section 5.d. Such representatives are referred to as a Member or Members of the Joint Board.

b) Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

c) Powers. The Joint Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

d) Alternates. Each Member of the Joint Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency. Such alternate shall have the authority to bind the Principals when acting in the Member's stead.

e) Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 9 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

f) Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described herein, all Joint Board decisions require a Simple Majority Vote for approval. A Member, or their alternate, may not split his or her vote on an issue. No voting by proxies shall be allowed.

- i. A Member representing a Principal that has given notice of withdrawal, or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Joint Board only on those matters defined in Section 8 and subject to Section 9.

g) Officers. The Joint Board shall have two officers: a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair.

- a. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202_, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1.
- b. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.
- c. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1).
- d. The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Joint Board.

h) Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

i) Meetings. The Joint Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) calendar days' advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members

upon giving all other Members not less than ten (10) calendar days' prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

j) Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Joint Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a) Selection of EPSCA PSERN Board Member, Designee and Alternate. The Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three (3) consecutive terms.
- iii. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Joint Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Joint Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Principals' Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Principals' Board Members at a duly noticed Joint Board meeting.

b) Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Principals are responsible to determine what constitutes legislative approval

or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Principals remaining party to the PSERN Operator ILA.

SECTION 7. COST ALLOCATION; PAYMENT.

a) Cost Allocation. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board. Any necessary expenses of the Joint Board shall be approved by a supermajority vote of the Joint Board, shall be allocated equally between all Principals unless otherwise agreed to by all Principals, and shall not exceed \$500 in a calendar year.

b) Payment and Delinquencies. Payments shall be made within 45 days of invoice by the Administrator, and any payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

SECTION 8. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services.

SECTION 9. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a) Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b) Time is of the essence in giving notice of termination or withdrawal.

c) The termination or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

d) A Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board, which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

e) Effect of Withdrawal of an original Principal. If an original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal may no longer participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

SECTION 10. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration,

termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals.

SECTION 11. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a) This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Joint Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b) Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
- ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

c) Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain. Nothing precludes the remaining Principles from entering into a new agreement to exercise their rights under the PSERN Operator ILA.

d) Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

SECTION 12. DISPUTE RESOLUTION.

a) Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b) The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.

c) If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

d) If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and

the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 13. INTERGOVERNMENTAL COOPERATION. The Joint Board shall cooperate with local, state, and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

a) Each Principal shall defend, indemnify, and hold harmless the Joint Board, other Principals, and such Principals' officers, officials, employees, agents, and volunteers from any and all claims, injuries, damages, losses, or suits (including attorney fees) arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal or the Joint Board.

b) It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

c) The provisions of this Section shall survive the expiration or termination of this Agreement.

d) Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

SECTION 15. NOTICE.

Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board
c/o his/her/their Principal agency's address

Notices to Principals or Members required hereunder may be given by mail or email (with confirmation of transmission), or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 16. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 17. FILING.

As required by RCW 39.34.040, this Agreement shall be listed by subject on a Principal's website or other electronically retrievable public source.

SECTION 18. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 19. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section, or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

SECTION 20. RATIFICATION.

All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

SECTION 21. EXECUTION AND COUNTERPARTS.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.