

**AGREEMENT PROVIDING FOR THE CREATION AND OPERATION
OF A COMBINED PIERCE COUNTY-CITY OF TACOMA LAW
ENFORCEMENT SUPPORT AGENCY**

This agreement is made and entered into between the CITY OF TACOMA, hereinafter referred to as the "City," and the COUNTY OF PIERCE, hereinafter referred to as the "County," under and pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington. It is agreed by and between the parties as follows:

I. PURPOSE

It is the purpose of this agreement to provide for the creation and operation of a combined County-City Law Enforcement Support Agency, serving the needs of the citizens of both the City and Pierce County. The parties to this agreement intend that the entity created by this agreement shall be a truly combined facility and that it will carry out its functions of service set forth in Paragraph V to the community without regard to the geographical boundaries of the respective parties.

II. TERM

The term of this agreement shall be for an indefinite period of time and shall continue from year to year unless amended or terminated by six (6) months' written notice delivered either by the City or County to the other party. The written notice of termination shall be given at least six (6) months prior to the expiration of the calendar year to be effective in that calendar year, and in the event the said notice is delivered later than six (6) months before the end of the calendar year, it shall be effective at the end of the next succeeding calendar year.

III. AMENDMENTS

This agreement may be amended at any time by the mutual consent of the parties hereto.

IV. CREATION OF A COMBINED DEPARTMENT

Pursuant to the provisions of Chapter 39.34, Revised Code of Washington, a combined County-City Law Enforcement Support Agency is hereby created.

V. FUNCTION

The function of the combined County-City Law Enforcement Support Agency shall be to consolidate and operate the Law Enforcement Communications System, Records facility, Evidence Laboratory, including Polygraph and Photography Laboratory, together with all activities incidental to and directly related to said activities. The said services may be performed for such other governmental entities as authorized by appropriate action of the Executive Board.

For purposes of this Agreement, the following Definitions shall apply:

- a. Agreement. The "Agreement" is this interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. Directly Served. The term "directly served" refers to those public safety service departments or agencies receiving services from LESA and paying User Fees to LESA for such services, and

which have executed either this Agreement or an approved Subscriber contract. A Principal or Subscriber may elect to have only selected services provided by LESA.

c. Executive Director. "Executive Director" is the chief operating officer for LESA appointed by and serving at the pleasure of the Executive Board.

d. Participating Agencies. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the "Participating Agencies" or "Participants," and individually referred to as a "Participating Agency" or "Participant."

e. Principal. A "Principal" is a general purpose municipal corporation or government agency, a Public Safety Interlocal Operation, or a state agency created under the laws of Washington, which has accepted the terms of and is a party to this Agreement.

f. Subscriber. A "Subscriber" is a general purpose municipal corporation or government agency, or a state agency created under the laws of Washington or a federal law enforcement agency which has agreed to pay LESA for services as offered at a rate or rates according to such terms and conditions as may be established by LESA as evidenced by separate contract between LESA and such entity.

VI. CREATION AND POWERS OF AN EXECUTIVE BOARD AND JOINT OPERATING BOARD, AND STANDING COMMITTEES

1. There is hereby created an Executive Board herein referred to as the Board, which shall be composed of seven members, each with one vote:

- Pierce County Executive
- Pierce County Council Member
- Mayor of the City of Tacoma,
- City of Tacoma Council Member
- Sheriff of Pierce County
- Chief of Police of the City of Tacoma, and
- Participating Agency Representative. The Participating Agency Representative is the largest financial contributor to LESA (except Pierce County and the City of Tacoma) and represents all LESA customers except Pierce County and the City of Tacoma.

The chairmanship shall be annually rotated between the Mayor of the City of Tacoma and the Pierce County Executive. An Executive Board Member may designate an alternate, however no alternate can chair the Executive Board.

If there is "Predicate Funding" by a participating agency or jurisdiction, there shall be one additional Executive Board member to be nominated by the funding agency or jurisdiction. "Predicate Funding" means annual payments to LESA equal to ten percent of the LESA annual budget. If payment is not made by April 30 of each year, the additional member shall be removed from the board until such payment is made.

ORIGINAL

The Executive Board shall have the following authority and powers:

1. The authority to appoint and terminate an Executive Director for the Agency.
2. The authority to contract with other agencies, municipal corporations, governmental entities, parties hereto, and others.
3. The authority to expend monies pursuant to the legal procedures required by state law including bidding procedures.
4. The authority to contract for a Civil Service System.
5. The authority to negotiate and contract with the employees' bargaining agent for wages, working conditions and fringe benefits except for retirement benefits.
6. The authority and power to carry out the purpose, intent and functions specified in this contract and authorized by Chapter 39.34 of the Revised Code of Washington, using all necessary authority possessed by the City or County, but limited only as specified in this agreement.
7. The authority to create, delete, and revise LESA Standing Committees.

The Board shall serve as liaison between the City of Tacoma Police Department and the Pierce County Sheriff's office, the parties to this agreement and their respective legislative authorities. The Board shall have and carry out such other duties as are specifically provided in this agreement.

2. There is hereby created a Joint Operating Board to advise the Executive Board and Executive Director. The Joint Operating Board shall promote interagency collaboration, cooperation, and information sharing, develop and recommend proposed operating policy, and other matters as directed by the Executive Board. Membership will include law enforcement and fire and rescue representatives, with the member categories and selection method to be approved by the Executive Board.

The Joint Operating Board shall include representatives of the LESA Standing Committees, which are also advisory to the Executive Board and Executive Director. A Fire and Rescue Standing Committee, including fire and rescue representatives, shall be constituted by the Executive Board. The Executive Board shall approve all additions, deletions, or changes to the LESA Standing Committees.

VII. COUNTY-CITY LAW ENFORCEMENT SUPPORT AGENCY OPERATING FUND

There shall be created a special operating fund for the independent legal entity, LESA, in accordance with RCW 43.09.285, called the LESA Operating Fund. This account shall be funded with all monies legally available for operational purposes for LESA, and shall include budget appropriations from all Participants and Subscribers and any other funds received from any other governmental agency in the form of contributions, grants, and all other revenues derived from contractual services, service operations of LESA, and any other monies from whatever source intended for the use of said agency.

The fund thus created shall provide the monies required for the operation of LESA. Monies shall be paid out of such fund only pursuant to budget procedure and fiscal operation procedure

in accordance with the BARS procedure; Provided further that, the Executive Director or his designee is specifically empowered and authorized to make disbursements on behalf of LESA. The Executive Board shall ensure the Executive Director adopts and follows proper administrative procedures for LESA including, but not limited to, personnel, legal, records, payroll, accounting, purchasing, and data processing. The Executive Director shall establish, maintain, and monitor an effective internal control system.

VIII. BUDGET PROCEDURE

1. On or before the first Monday of July of each year the Executive Director shall submit to the Executive Board an annual budget which he or she deems sufficient to carry out the operations of the combined County-City Law Enforcement Support Agency for the following year.
2. The Board shall examine the budget, make whatever changes or adjustments it deems necessary, and shall approve the budget after it is in a form satisfactory to the Board. The approved budget shall include a recommendation to the legislative authority of the City and County, based on the prorated cost incurred according to the usage of the joint facility by the two parties hereto. The amount of money to be appropriated by the respective legislative bodies of the City and the County shall be determined by a formula developed by the Board, which formula shall reflect the prorated cost of the services furnished to each party hereto, and reflected in the budget as above set forth. The Board shall submit the budget on or before the 1st day of September to the legislative bodies of the County of Pierce and the City of Tacoma with a recommendation to such bodies that they approve the budget as submitted.
3. The legislative bodies of both the County and City may review, modify or make any adjustment they deem necessary, and shall approve by appropriate legislative action, the budget of the combined Agency. The budget thus approved shall constitute the appropriation from the operating fund of the County-City Law Enforcement Support Agency for the ensuing fiscal year. Any subsequent changes in the budget thus approved requiring additional appropriation shall be processed in the same manner as herein provided for the processing of the budget, except for monies received from grants, gifts, or other agencies.

IX. FISCAL OPERATIONS

The County-City Law Enforcement Support Agency shall be limited in its total expenditures and disbursements authorized in said budget, but they are authorized to make adjustments within said budget as may be authorized by law.

X. ADMINISTRATION

1. The County-City Law Enforcement Support Agency shall be administered by an Executive Director, to be appointed by the Executive Board. The Executive Director shall not be classified under any civil service system and shall receive fringe benefits as determined by the Board.
2. The Executive Director shall have the power and authority, subject to civil service procedures and budget limitations, to retain, terminate, appoint and designate such personnel as he or she deems necessary for the proper operation of the County-City Law Enforcement Support Agency, and to organize the Agency in the manner he or she deems best and most efficient.

ORIGINAL

XI. PERSONNEL

1. Civil Service System

The parties hereto understand and agree that in order to successfully operate a County-City Law Enforcement Support Agency and in order to qualify said agency for certain Federal and State programs, it is necessary and essential that there be created within said agency, a bona fide Civil Service System of employment governing all employees of the agency with the exception of the Executive Director, and other employees as determined by the Executive Board.

2. Creation of System

The Board shall adopt a Civil Service System governing all employees except the Executive Director of the County-City Law Enforcement Support Agency and others as determined by the Executive Board.

The Civil Service System contract entered into by the Board shall furnish certain personnel services which may include but is not limited to recruitment of employees, classification, appointment, promotion, demotion, suspension, discharge, seniority, and all other phases of a Civil Service System.

3. Status of Current Personnel Upon Creation of the Agency

Personnel currently employed by the City of Tacoma and County of Pierce, whose functions are fully assumed by the combined County-City Law Enforcement Support Agency, except members of the LEFF Pension System, shall, upon execution of this agreement, cease to be employees of either the County or the City, but shall become employees of the new combined County-City Law Enforcement Support Agency, subject to the following terms and conditions:

(a) Those employees who were formerly City employees, and who are members of the Tacoma Employees Retirement System, shall, for the purposes of retirement benefits only, have the option to continue to remain as members of such system. Those employees who were former County employees, and all new employees of the Law Enforcement Support Agency shall, for retirement purposes, become members of the Washington State Public Employees' Retirement System (PERS). The Executive Director shall provide all necessary information to the Treasurer of the City of Tacoma regarding rate of pay, number of hours worked during each pay period, total pay per period, and any other information necessary to compute City, PERS, and LEOFF retirement benefits for such persons as are employed in LESA. The City shall withhold the employee contributions and timely forward such contributions, together with the employer's contributions, to the appropriate retirement system office.

(b) Those employees of the City and the County who are members of the Law Enforcement and Fire Fighters Retirement System (LEOFF) shall remain employees of the City and the County, respectively, for purposes of salary, retirement, and those items related directly to salary and retirement. As to all other incidents of employment, they shall be governed by the policies, practices, and resolutions of the Law Enforcement Support Agency.

(c) All employees as of the date of adoption of this agreement shall retain whatever vacation leave and sick leave accrual they may have or possess on the effective date of this agreement for the current fiscal year. Thereafter, they shall be governed by such employment practices and policies as may be established by the Board, but in no event shall their benefits be reduced.

(d) Current personnel of the City or County who initially become employees of the County-City Law Enforcement Support Agency when the services are combined shall be granted a leave of absence by the City or County which may be used for only the following purposes:

- (1) In the event the Agency discontinues or terminates in whole or part;
- (2) In the event said employee is terminated or laid off by the Agency for reasons beyond the control of said employee, and the employee is without fault;
- (3) If the employee desires to transfer to an open position with his former employer, provided that if said employee has received any promotion with the Agency, he or she is deemed to waive his transfer privilege.

Thus, said leave of absence may be used to transfer back to the City or County in the aforementioned instances without loss of fringe benefits which the employee received prior to leaving the City or County.

4. New Employees

All new employees of the County-City Law Enforcement Support Agency shall be deemed employees only of the County-City Law Enforcement Support Agency, but said employees shall be members of the Washington State Retirement System. For purposes of retirement benefits for new employees, the County is agreed to be the employer of the new employees of the County-City Law Enforcement Support Agency.

5. Employment Conditions During Term of this Agreement

All incidents of employment relating to compensation such as sick leave, annual leave, the County-City Law Enforcement Support Agency's share of health care benefits, shall be established by the Board.

The City of Tacoma and the County of Pierce recognize the responsibilities of the County-City Law Enforcement Support Agency to negotiate collectively with its employees as provided in Chapter 41.56 RCW. Employees of the County-City Law Enforcement Support Agency shall be entitled to select an exclusive bargaining representative or representatives in the manner provided in Chapter 41.56 RCW with the exception of those employees not entitled to representation by a bargaining representative as said employees are defined by law. In granting exclusive bargaining privileges at the outset of this agreement, the County-City Law Enforcement Support Agency shall take into consideration the history of collective bargaining by those employees currently employed by the City of Tacoma or the County of Pierce who become employees of the new combined County-City Law Enforcement Support Agency pursuant to the terms of this agreement.

6. Contractual Services

In the event the Board shall contract for certain personnel services in the establishing and maintaining of the Civil Service System, the reasonable value of said services shall be deemed a cost of operation of said combined County-City Law Enforcement Support Agency.

ORIGINAL

XII. TRANSFER OF PROPERTY

It is agreed that at the date of the execution of this agreement, all property, except leased or rental property being utilized by the combined County-City Law Enforcement Support Agency, the ownership of which may be in the respective parties hereto, shall be transferred to the combined County-City Law Enforcement Support Agency and thereafter, inventoried and accounted for on an annual basis by the Executive Director of the County-City Law Enforcement Support Agency in a manner specified by the Board; provided, should the parties terminate this agreement pursuant to Paragraph 2, or in the event the County-City Law Enforcement Support Agency should otherwise cease to exist, then in that event, the property originally contributed by the parties shall be returned to the party donating the same and any property subsequently purchased by the County-City Law Enforcement Support Agency shall be divided equally between the parties hereto. PROVIDED, FURTHER, that in the event either of the parties hereto are prohibited by law from transferring any property to the County-City Law Enforcement Support Agency, then title to such property shall be retained by the owner and the County-City Law Enforcement Support Agency shall use the property and account to the owner annually for such use.

XIII. OPERATIONAL POLICIES

1. The Executive Director shall submit to the Board all policies and regulations currently imposed by both the City and County, and the Board shall review such policies and regulations. After reviewing said policies and regulations, the Board shall accept, modify, and/or revise these policies and/or regulations and create a manual of policies and regulations which shall be applicable to all employees of the County-City Law Enforcement Support Agency.
2. The County-City Law Enforcement Support Agency shall bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records and Information (CRRRI) received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) and Ch. 314, Laws of 1977, 1st Ex. Session as now or hereafter amended. The County-City Law Enforcement Support Agency shall establish rules and regulations governing access to, security for, and operation of the data communications network and any CRRRI received by means of such network.

Such rules and regulations shall be consistent with the provisions and requirements of Ch. 43.43 RCW, and Ch. 314, Laws of 1977, 1st Ex. Sess. as the same now exist or may hereafter be amended.

XIV. SUPPORT SERVICES

The Board (or the Executive Director, if so designated by the Board) shall, as necessary, direct LESA to provide in-house or contract as appropriate for the use of space for its operations, and for staff and auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing and data processing. Before such services are provided by the City or County, the Executive Director and the County or City government shall develop and execute service level agreements for the requested services, the method of determining the direct and indirect costs for the services, and the estimated direct and indirect costs for the first year. The cost of the requested services shall be invoiced on a monthly, quarterly or other periodic basis as approved by the LESA Executive Board and the City or County providing such services.

ORIGINAL

XV. CONTRACTS BETWEEN COMBINED DEPARTMENTS AND THE PARTIES

It is recognized that in some instances one party to this agreement may require or desire services which are of value and benefit to it and its citizens and which are not desired or required by the other party hereto. In such event, provision for such services shall be by separate contract between the party requesting the same and the combined department. In the event that the furnishing of services requested or desired by one party can be offset or balanced against the value of other services required or desired by the other party, it may not be necessary in those instances to enter into separate agreements. The determination as to the value of services shall initially be made by the Board and its recommendations forwarded in the budget to the legislative bodies of the parties hereto.

XVI. CONTRACTS WITH OTHER AGENCIES

The combined County-City Law Enforcement Support Agency is by this agreement authorized to provide services for the City of Tacoma and the County of Pierce. The combined department may also contract with other agencies, entities, individuals and bodies regarding services.

XVII. INSURANCE

The County-City Law Enforcement Support Agency shall procure liability insurance to an amount the Board deems necessary, not less than a one million dollar liability limit.

The County-City Law Enforcement Support Agency is bound by the County-City Building Tenancy Agreement.

XVIII. EFFECTIVE DATE

The effective date of this agreement shall be July 1st, 1974. The selection and appointment of the Executive Director of the County-City Law Enforcement Support Agency shall be on or before July 1st, 1974.

XIX. FUNDING

The City and County hereby agree to contribute equal funding to the Operating Fund of the County-City Law Enforcement Support Agency Joint Board to provide operating funds for the Executive Director prior to the date of consolidation of the combined County-City Law Enforcement Support Agency. The interim Operating Fund of the County-City Law Enforcement Support Agency shall be established by equal funding from the City and County and the parties hereto agree to process and approve an interim budget to take care of the funding of the combined County-City Law Enforcement Support Agency until the next succeeding year. All funding of the County-City Law Enforcement Support Agency by the parties hereto, is agreed to be as specified in Section VIII, and a party may include in his funding share the reasonable expenses incurred by him for supporting services and operational personnel as herein mentioned.

XX. EQUAL EMPLOYMENT OPPORTUNITY

The County-City Law Enforcement Support Agency shall not discriminate against any person on the basis of race, color, creed, sex, age, national origin, honorably discharged veteran or military status, sexual orientation, individuals with a disability or marital status in employment,

ORIGINAL

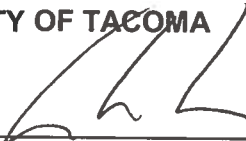
including the upgrading, demotion, recruiting, transfer, layoff, termination, pay rate, or advertisement for employment of persons.

XXI. EFFECTIVE DATE OF COMBINED DEPARTMENT

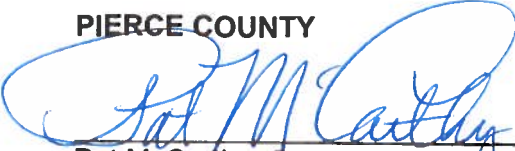
The effective date of the combined County-City Law Enforcement Support Agency shall be on or before July 1, 1974. The parties hereto shall take such further action as may be necessary and proper to fully implement the intention of this agreement and facilitate its operation under the terms of this agreement. This agreement shall supersede any and all prior existing agreements relating to the operation of a combined County-City Law Enforcement Support Agency.

SIGNATORIES TO LESA INTERLOCAL AGREEMENT AS AMENDED PUSUANT TO CITY OF TACOMA RESOLUTION NO. 37943, ADOPTED DECEMBER 8, 2009 AND PIERCE COUNTY RESOLUTION NO. R2009-129, ADOPTED DECEMBER 8, 2009.


CITY OF TACOMA


Eric Anderson, City Manager
Date: 12/30/09


PIERCE COUNTY


Pat McCarthy, County Executive
Date: 1/25/2010


Attest:



Doris Sorum, City Clerk
Date: 12-31-09

Approved as to Form and Legality:



K. B. Gerhardt, Deputy City Attorney
Date: 12-30-09


Approved as to Form and Legality:


Chief Civil Deputy Prosecuting Attorney
Date: _____


Robert Biles, Finance Director
Date: 12/17/09


Budget and Finance Director
Date: 1-22


Debbie Dahlstrom, Risk Manager
Date: 12/22/09


Risk Manager
Date: 1/21/2010

ORIGINAL