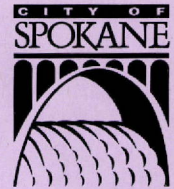


**AGENDA SHEET FROM THE SPOKANE EMPLOYEES' RETIREMENT SYSTEM  
BOARD MEETING OF: May 29, 2019**



RECEIVED

JUL 23 2019

Submitting Department  
Retirement

Contact Person  
Christine Shisler

Phone No.  
625-6833

CITY CLERK'S OFFICE

CLERK'S FILE DPR 2019-0562  
RENEWS \_\_\_\_\_  
CROSS REF \_\_\_\_\_  
REQUISITION \_\_\_\_\_

**AGENDA WORDING:** Interlocal Cooperation Agreement with Spokane Regional Emergency Communications (SREC), 1620 N Rebecca Street, Spokane, WA 99218 to provided pension services.

**BACKGROUND:** The purpose of the agreement is to provide a mechanism in which the City's current City employees, involved in the transition to SREC, may continue to be part of SERS after termination of employment from City of Spokane and employed by SREC.

**ATTACHMENTS:** Interlocal Cooperation Agreement

Retirement Director, Phillip Tencick, hereby attests that the Spokane Employees' Retirement System Board (SERS) authorized entering into an Interlocal Cooperation Agreement with Spokane Regional Emergency Communications (SREC) at its monthly meeting dated May 29, 2019.

Phillip Tencick, Retirement Director

23 Jul 19

Date

**Distribution:**

cshisler@spokanecity.org

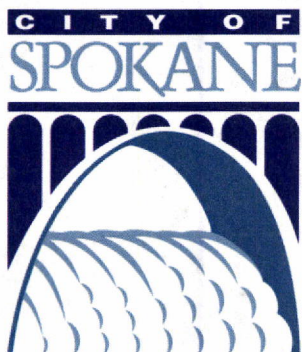
tszambelan@spokanecity.org

Steve Reinke, sreinke@srec911.org

Jeff Tower, jtower@srec911.org

*a deasy@spokanecity.org*





**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
CITY OF SPOKANE EMPLOYEES RETIREMENT SYSTEM  
AND  
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS  
FOR PENSION SERVICES**

This Agreement is between the CITY OF SPOKANE/ SPOKANE EMPLOYEE RETIREMENT SYSTEM (SERS), and SPOKANE REGIONAL EMERGENCY COMMUNICATIONS (SREC), having offices at 1620 N. REBECCA ST. jointly referred to hereinafter as the "Parties".  
SPOKANE, WA 99218

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, The SERS Board recently agreed to allow City of Spokane employees to remain in SERS if they are involved in the transition to SREC as regional emergency communications provider; and

WHEREAS, current City employees will become SREC employees and the City employees will have a one-time irrevocable election to remain in the Spokane Employees Retirement System, and;

WHEREAS The employees who elect to remain in SERS and SREC will contribute to the former employees retirement at the same percentage rate as the contribution rate the City of Spokane contributes to the retirement pension plan.; and

Now, therefore, the Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's current City Employees may continue to be part of SERS after termination of employment from the City of Spokane and employed by SREC doing emergency communication functions. See Scope of Agreement attached as Exhibit A.

2. **CONTRIBUTIONS.** The Parties agree that SREC agrees to make contributions to SERS at the same rate as the City of Spokane and agrees to increase all percentage contribution rates for the term of this agreement to the individuals that have elected to remain in the SERS pension plan. SREC will insure that the necessary agreements are

in place so that employee contributions for SERS participants employed by SREC will make contributions at the same rate as SERS participants employed by the City of Spokane.

3. AUTHORIZATION FOR SERVICES. The Parties agree that SERS shall be responsible for the administration of this Agreement for retirement/pension related services.

5. DURATION. This Agreement is effective upon signature by both Parties and filing as required by law, and shall continue in operation until terminated by the SERS Board or all eligible SERS participants have received all benefits earned while employed at SREC.

6. ADMINISTRATIVE SUPPORT. SERS shall supply all necessary administrative support services for the SREC employees that have elected to remain in the SERS pension plan.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

8. LEGAL RELATIONS AND INDEMNIFICATION. SREC shall indemnify, defend and hold harmless the SERS and the City, their officers, employees, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the SERS pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless SREC, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the SERS, and agents, except to the extent of the concurrent negligence of SREC.

9. TERMINATION. The Agreement may be terminated with the approval of the SERS Board.

10. AMENDMENT. The Agreement may be amended upon mutual agreement by both parties.

11. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

12. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or



otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

13. RECORDING. This Agreement shall be recorded with the Spokane County Auditor after its approval by both Parties.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 5 above.

C. Organization of Separate Entity and Its Powers. See Section 7 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. See Section 12 above.

F. Financing. See Section 2 above.

G. Termination. See Section 9 above.

H. Property upon Termination. No property acquisitions expected.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

Dated this 27<sup>th</sup> day of June, 2019.

**SPOKANE EMPLOYEES  
RETIREMENT SYSTEMS**



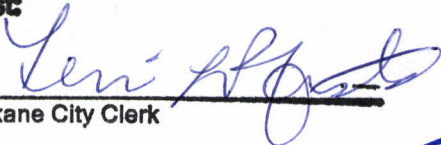
Phillip Tencick, SERS Director

**SREC, SPOKANE COUNTY,  
WASHINGTON**



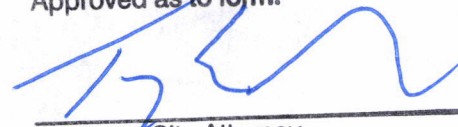
Steve Reinke, SREC Director

**Attest:**



Spokane City Clerk

Approved as to form:



Assistant City Attorney



## EXHIBIT A: SCOPE OF SERVICES

### 1. SERS RESPONSIBILITIES

- a. Determine the eligibility of City of Spokane employees moving to remain in SERS following a move to SREC.
- b. Notify eligible employees of the one-time, irrevocable option to remain in SERS at the time they move to SREC.
- c. Notify SREC of eligible employees electing to remain in SERS.
- d. Notify SREC of changes to the SERS contribution rates for employees and the employer.
- e. Provide SREC an annual reporting of their portion of any unfunded liability.
- f. Provide SREC an estimate of any incremental costs that may occur as a result of SREC employees who participate in SERS. Invoice SREC for these costs as incurred.
- g. Provide SREC employees participating in SERS with retirement benefits identical to SERS participants who are City employees. SREC employees participating in SERS must meet the same eligibility and contribution requirements as SERS participants who are City employees.

### 2. SREC RESPONSIBILITIES

- a. Notify SERS of any City employee that has been offered employment by SREC for purposes of determining eligibility to remain in SERS as a SREC employee.
- b. Each pay period, withhold and transfer to SERS the required employee contributions and employer contributions.
- c. Each pay period, provide a report of the contribution and earnings, by employee.
- d. Notify SERS of a change in employment status of any SREC employee participating in SERS.
- e. Timely pay SERS for any incremental costs incurred resulting from SREC employees who participate in SERS.