

RESOLUTION R -3256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN AGREEMENT WITH THE CITY OF BELLEVUE REGARDING SHARED USE OF "LEADER SYSTEM LAW ENFORCEMENT SOFTWARE."

Whereas, the City of Bellevue has a computer-aided dispatch (CAD) system for police, fire and emergency medical services and is going to be adding five law enforcement software modules to its CAD system; and

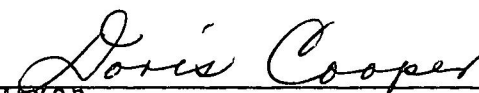
Whereas, both Bellevue and Kirkland police departments wish to benefit from shared use of the law enforcement software and the concomitant shared access to data, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland, an agreement with the City of Bellevue for the shared use and utilization of leader system law enforcement computer software. Said agreement shall be substantially in the form set forth in the contract attached to the original of this resolution as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of February, 1986.

Signed in authentication thereof this 3rd day of February, 1986.


MAYOR

ATTEST:

 DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)

22781

CONTRACT REGARDING SHARED USE
OF LEADER SYSTEM COMPUTER SOFTWARE

THIS AGREEMENT is entered into this ____ day of _____, 1986, between the City of Bellevue, Washington, a non-charter code city under the laws of the State of Washington, hereinafter referred to as "Bellevue," and the City of Kirkland, a non-charter code city under the laws of the State of Washington, hereinafter referred to as "Kirkland."

WHEREAS, Bellevue has a computer aided dispatch (CAD) system for police, fire and emergency medical services and is going to be adding five law enforcement software modules to its CAD system; and

WHEREAS, both Bellevue and Kirkland Police Departments wish to benefit from shared use of the law enforcement software and the concomitant shared access to data; and

WHEREAS, Kirkland Police Department will obtain the necessary software license, equipment and computer hardware and will pay software maintenance costs associated with its software use,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. SHARED USE OF SOFTWARE/KIRKLAND COSTS. Bellevue will purchase a license to use the Command Data Systems, Inc. (CDS) LEADER system law enforcement software identified below and will permit Kirkland Police Department to share in the use of the software through the Bellevue Police Department, provided that Kirkland also holds a valid license to use said software as provided herein and provided further that Kirkland meets and continues to meet its obligations under this Agreement. The specific law enforcement software modules to be shared with Kirkland Police Department are as follows:

Police Records Management
Crime Analysis (includes datatrieve)
Address Verification
Property and Evidence
Traffic

Kirkland agrees to purchase from CDS a software license to use the LEADER system law enforcement software modules identified in Section 1. The total cost of Kirkland's software license is fifteen thousand dollars (\$15,000) plus any applicable tax. Payment of the \$15,000 plus tax will be made to Bellevue and scheduled as follows:

\$10,000 (plus tax)--upon delivery of software to Bellevue
\$5,000 (plus tax)--upon Bellevue's acceptance of the software

2. KIRKLAND COMPUTER HARDWARE. Kirkland will obtain and install the computer hardware necessary to enable the Kirkland Police Department to share in Bellevue Police Department's use of the software.

3. DATALINE--INSTALLATION AND MAINTENANCE. Kirkland will obtain, install and maintain the necessary data line between Kirkland Police Department and the Bellevue Police Department located at 11511 Main Street in the City of Bellevue.

4. MODEMS AND MULTIPLEXERS. Kirkland will obtain, install and maintain two (2) modems. One modem shall be located on each termination of the data line. Kirkland may also obtain, install and maintain two multiplexers. One multiplexer may be located on each end of the data line.

5. KIRKLAND MAINTENANCE FEE. Beginning in January of 1987, Kirkland will pay a software maintenance fee to CDS in the amount of \$363 per month for use of the software identified in Section 1. Subsequent additions to the software services available to Kirkland Police Department through the CDS system used by the Bellevue Police

Department will, if used by Kirkland Police Department, result in additional maintenance fees.

6. KIRKLAND TRAINING. Once the CDS LEADER system software is installed and training regarding its use is scheduled, Kirkland Police Department will assure that its personnel participate in the training sessions.

7. KIRKLAND USE OF BELLEVUE DATA. Once the CDS LEADER system of law enforcement software identified in Section 1 of this Agreement is installed, accepted by Bellevue, and operational, and once Kirkland has complied with the terms of this Agreement regarding its software license, equipment, training of its police personnel in the operation of the CDS LEADER system software, and maintenance fees, Bellevue agrees to Kirkland Police Department's unrestricted use of the software it is licensed to use and of the data entered by Bellevue Police Department and contained within the same CDS LEADER system.

8. BELLEVUE USE OF KIRKLAND DATA. Once Kirkland Police Department initiates its use of the CDS LEADER software, it agrees to Bellevue Police Department's unrestricted use of the data entered by Kirkland Police Department and contained within the CDS LEADER system.

9. KIRKLAND USE OF BELLEVUE HARDWARE. Bellevue agrees to Kirkland Police Department's use of Bellevue's computer hardware which is necessary to facilitate Kirkland Police Department's shared use of the CDS LEADER system software identified in Section 1 of this Agreement.

10. RIGHTS TO HARDWARE AND SOFTWARE. Kirkland shall obtain no equitable or legal proprietary right or interest in any computer hardware owned, operated or subsequently acquired by Bellevue in its provision of services to Kirkland under this Agreement. Rights of both Bellevue and Kirkland to the use of any computer software covered by

this agreement will be governed by their respective software license agreements with CDS.

11. COOPERATION AND MANAGEMENT. Throughout the term of this Agreement, Bellevue and Kirkland Police Departments will confer and cooperatively address problems that may arise in their performance of their respective responsibilities under this Agreement, actions that need to be taken to facilitate their shared use of the CDS LEADER system software identified in Section 1 hereof, and other concerns regarding their shared use of the software. Bellevue Police Department will at all times be responsible for the management of the LEADER system.

12. SECURITY AND PRIVACY. Bellevue and Kirkland Police Departments acknowledge that any or all of the data they each obtain from the other department through their shared use of the CDS LEADER software is subject to federal and state laws and regulations relating to privacy, security, criminal history record information, and public disclosure and agree that their use and disclosure of the data will be in accord with said statutes and regulations and, where applicable, in accord with agreements governing access to WACIC and NCIC.

13. TERM OF AGREEMENT. This Agreement shall commence on the date first written above and shall renew automatically from year to year and continue through implementation of all of its provisions unless sooner terminated or extended as herein provided.

14. TERMINATION. Once the software system Contract is signed between Bellevue and CDS, either party may terminate this Agreement with six (6) months written notice of termination served upon the other party.

15. TERMINATION BY BELLEVUE. If Kirkland fails to maintain its CDS software license, fails to pay CDS software maintenance fees, or fails to perform as set forth in this Agreement, Kirkland shall be

deemed to be in default of this Agreement and Bellevue may, at its option, terminate this Agreement pursuant to Section 14 thereof.

16. HOLD HARMLESS. Bellevue will indemnify, defend, and hold Kirkland, it's officers, agents and employees, elected or appointed, harmless from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising out of or in connection with any act or omission of Bellevue, it's officers, agents or employees in performing or failing to perform any act pursuant to the terms of this Agreement. Kirkland will indemnify, defend and hold Bellevue, it's officers, agents and employees, elected or appointed, harmless from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising out of or connected with any act or omission of Kirkland, it's officers, agents or employees in performing or failing to perform any act pursuant to the terms of this Agreement.

17. WAIVER. A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default.

18. MODIFICATIONS OR AMENDMENTS. No modifications or amendments to this Agreement shall be valid unless in writing signed by duly authorized representatives of the parties.

Entered into on the date first above written.

CITY OF BELLEVUE

CITY OF KIRKLAND

By _____

By _____

Title _____

Title _____

Approved as to form:

Approved as to form:
