

RESOLUTION R- 4472

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF MERCER ISLAND ENTITLED "COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITIES OF KIRKLAND AND MERCER ISLAND."

WHEREAS, the City of Mercer Island is located within King County and has the authority and responsibility to provide police protection for its citizens and requires a communications function that includes E911 call receiving and radio dispatching to do so; and

WHEREAS, the City of Kirkland has a full service Communications Center that meet these needs and is willing to provide this dispatch service; and

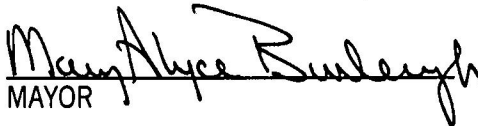
WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

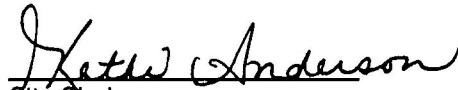
Section 1. The City Manager is hereby authorized to execute an interlocal agreement entitled "Communications Services Agreement Between the Cities of Kirkland and Mercer Island," substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of November, 2004.

Signed in authentication thereof this 3rd day of November, 2004.


MAYOR

Attest:


City Clerk

Reso\MI dispatch

COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE
CITIES OF KIRKLAND AND MERCER ISLAND

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2004, by and between the City of Kirkland, a municipal corporation of the State of Washington, and the City of Mercer Island, a municipal corporation of the State of Washington.

Whereas the City of Mercer Island ("Mercer Island") is located within King County and has the authority and responsibility to provide police protection for its citizens and requires a communications function that includes E911 call receiving and radio dispatching to do so; and

Whereas the City of Kirkland ("Kirkland") has a full service Communications Center that meet these needs and is willing to provide this Dispatch service under the terms of this Agreement; and

Whereas the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (RCW 39.34),

Now therefore, by their signatures below, Kirkland and Mercer Island agree as follows:

1. MERCER ISLAND'S RESPONSIBILITIES

- 1.1 Maintain and pay for such telephone lines and equipment as required by Kirkland to route calls for Mercer Island police to the Kirkland Police Communications/911 Center.
- 1.2 Provide, maintain, and pay for such data transfer circuit(s) and equipment as required by Kirkland to support connection and interface with the Kirkland Police Computer Aided Dispatch (CAD) and Records Management System (RMS). Pay an annual fixed fee of one thousand dollars (\$1,000) for Kirkland support and troubleshooting of such circuit connectivity to Kirkland.
- 1.3 Provide and pay for nine (9) Mobile Data Computer (MDC) systems for connection and interface with the Kirkland MDC/CAD network server. MDC units may be vehicle mounted or stationary units. Additional MDC units with access to CAD may be added by Mercer Island upon agreement between the two parties, with Mercer Island bearing all costs associated with the increased number of units.
- 1.4 Mercer Island agrees and authorizes Kirkland IT Staff to install, operate, and maintain the police computer systems for Mercer Island at a rate of 2.04 times the "C" step for assigned staff (usually the Public Safety Systems Analyst II position (\$67.94 per hour using '04 rates), to the extent such work is requested by Mercer Island or required by Kirkland. At a minimum it is agreed Kirkland IT staff will assist with the initial installation, configuration and testing of all New World Systems software and of all MDC's. Post-

implementation support of MDC hardware can be provided by Kirkland as set forth here or by Mercer Island IT staff.

- 1.5 Pay for any costs associated with contracting with AT&T Wireless Services to permit wireless data transfer from Mercer Island MDC equipment to the Kirkland MDC/CAD network server.
- 1.6 Provide, operate, and maintain its own radio equipment compatible with the King County Public Safety 800 MHz radio network on a 800 MHz talkgroup(s) designated by Kirkland.
- 1.7 Pay for any costs associated with its contractual relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.
- 1.8 Mercer Island shall install computer hardware and a data circuit connection necessary to access its CAD data. Mercer Island will bear all associated costs for equipment and software including any components, as defined by the Kirkland IT staff, to ensure security of the CAD system and data.
- 1.9 Mercer Island personnel will log on to the system using their own unique username and password, and will change passwords at three month intervals using protocol as defined by the Kirkland Public Safety Systems Analyst.
- 1.10 Notify Kirkland Technical staff promptly of any change in status of personnel.
- 1.11 For 2004, pay Kirkland all start-up costs associated with providing dispatch services to Mercer Island, which would include the cost for Kirkland of hiring and training additional Communications Technicians. The cost of hiring (pre-employment testing and background investigations) three Communications Technicians shall not exceed \$4,500. The cost of training three Communications Technicians for fourteen weeks shall not exceed \$60,000. Payments of these costs must be made within 30 days of billing.

Pay Kirkland \$208,643 for Dispatch services for 2005. Thereafter, the contract cost dispatch services for following years will be reviewed and updated annually by September 1st of the then current year. All personnel cost increases in the future years of the contract for dispatch services will include any employee step increases and any cost of living or benefit increases set forth in the then applicable non-commissioned police labor agreement with the Kirkland Police Guild. All other cost increases in future years will be tied to the CPI-U (Seattle/Tacoma/Bremerton) for the first half of the current year, except for administrative overhead, which will be equal to five percent of all direct costs, and any extraordinary costs, which will be separately determined.

Mercer Island agrees to reimburse Kirkland within thirty (30) days of receipt of invoices forwarded to Mercer Island, which were received by Kirkland from New World Systems or

other suppliers for purchases of computer hardware and computer software for Mercer Island.

All billing for dispatch services and IT support after January 1, 2005, will be done quarterly, commencing April 1, 2005, and must be paid within 30 days of receipt by Mercer Island.

Should Mercer Island elect to transition to Kirkland Dispatch services prior to January 1, 2005, and Kirkland approves such election, Mercer Island agrees to pay a monthly rate of \$17,386.90 for the remainder of 2004. Billing for 2004 shall occur January 3, 2005 and shall be paid within 30 days of receipt by Mercer Island.

- 1.12 Mercer Island agrees to fully train all necessary employees in the use of CAD before transition.
- 1.13 Mercer Island agrees to develop and/or contract the creation of a street network file which meets Kirkland's standards before transition.
- 1.14 Mercer Island agrees to transfer the Mercer Island Dispatch Console and associated radio dispatching and computer equipment to Kirkland at no cost. Kirkland will be responsible for all associated moving and installation costs.

2. KIRKLAND'S RESPONSIBILITIES

- 2.1 Provide dispatch services within the geographical boundaries of Mercer Island at the same service levels as customarily provided in the City of Kirkland, as more definitely stated in Exhibit A, including, without limitation:
 - a. Answer 911 telephone calls for Mercer Island in the Kirkland Police Communications/911 center.
 - b. Process and dispatch, via radio or MDC, calls for service to Mercer Island police units.
 - c. Provide general data and warrant services for Mercer Island police. These services will be provided in compliance with applicable WACIC/NCIC and ACCESS policy guidance.
- 2.2 Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Kirkland CAD/MDC network server in consideration for the payments referenced in Section 1 above.
- 2.3 In consideration for the payments referenced in Section 1 above and as provided herein, maintain equipment and database associated with CAD. Install CAD software and

upgrades on Mercer Island equipment as necessary. Kirkland will charge Mercer Island a rate of 2.04 times the "C" step for assigned staff (usually the Public Safety Systems Analyst II position (\$67.94 per hour using '04 rates)), to the extent such work is requested by Mercer Island or required by Kirkland.

- 2.4. Kirkland will maintain Mercer Island records related to this Agreement on the same retention schedule as Kirkland records.

3. TERM

This Agreement is intended for a term of four (4) years and will be mutually reviewed prior to 2008. After one year, it may be terminated without cause only after one hundred eighty (180) days written notice received by one party, given by the other. This Agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written notice or such other period of time as agreed upon by the parties, and substantially completed within thirty (30) days or such other period of time as agreed upon by the parties. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF THE PARTIES

Both parties understand and agree that Kirkland is acting hereunder as an independent contractor, with the intended following results:

- a. All Communications staff rendering service hereunder shall be for all purposes employees of Kirkland, although they may from time to time act for the benefit of Mercer Island.
- b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Kirkland.
- c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions for Communications staff rendering service for this contract shall be provided by Kirkland.

5. INDEMNITY

Mercer Island shall indemnify and hold harmless the City of Kirkland and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act of omission of Mercer Island, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such claim, action, loss of damage is brought against the City of Kirkland, the City of Mercer Island shall defend the same at its sole cost and expense; provided, that the City of Kirkland reserves the right to participate in such suit if any

principle of government law is at issue. If final judgment be rendered against the City of Kirkland and its officers, agents and employees, or any of them, or jointly against the City of Kirkland and its officers, agents and employees, or any of them, or jointly against the City of Kirkland and the City of Mercer Island and their respective officers, agents and employees, or any of them, the City of Mercer Island shall satisfy the same.

In executing this Agreement, the City of Mercer Island does not assume liability or responsibility for or in any way release the City of Kirkland from any liability or responsibility which arises in whole or in part from the existence or effect of City of Kirkland policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City of Kirkland policy, procedure, rule or regulation is principally at issue, the City of Kirkland shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Kirkland, the City of Mercer Island or both, the City of Kirkland shall satisfy the same, including all chargeable costs and attorney's fees.

The City of Kirkland shall indemnify and hold harmless the City of Mercer Island and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City of Kirkland, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any suit based on such claim, action, loss or damage is brought against the City of Mercer, the City of Kirkland shall defend the same at sole costs and expense; provided that the City of Mercer Island retains the right to participate in said suit if any principle of government law is at issue. If final judgment be rendered against the City of Mercer Island and its officers, agents and employees, or any of them, or jointly against the City of Mercer Island and the City of Kirkland and their respective officers, agents and employees, or any of them, the City of Kirkland shall satisfy the same.

In executing this Agreement, the City of Kirkland does not assume liability or responsibility for or in any way release the City of Mercer Island from any liability or responsibility which arises in whole or in part from the existence or effect of the City of Mercer Island policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City of Mercer Island policy, procedure, rule or regulation is principally at issue, the City of Mercer Island shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Mercer Island, the City of Kirkland or both, the City of Mercer Island shall satisfy the same, including all chargeable costs and attorney's fees.

It is further specifically and expressly understood that the indemnification provided herein includes Mercer Island's waiver and Kirkland's waiver of immunity under Industrial Insurance, Title 51 RCW, but solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. DISCRIMINATION

Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, color, religion, sex, national origin, marital status, or disability. Such action includes but is not limited to employment, upgrading, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

7. NOTICES

All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended shall be in writing, addressed as follows:

MERCER ISLAND:

City of Mercer Island
Police Department
Director Ron Elsoe
9611 S.E. 36th St.
Mercer Island, WA 98040

KIRKLAND:

City of Kirkland
Police Department
Chief Stan Aston
123 5th Avenue
Kirkland, WA 98033

8. INSURANCE

Each city agrees to provide the other with evidence of insurance coverage. Each city shall obtain and maintain coverage in minimum liability limits of ONE MILLION DOLLARS (\$1,000,000) for its liability exposure, including comprehensive general liability, errors and omissions, auto liability and police professional liability.

9. WAIVER

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of deficiency in performance constitute an acquiescence thereto.

10. ENTIRE AGREEMENT

This Agreement represents the final and completely integrated agreement between the parties.

11. MODIFICATION

No modification of this Agreement or this section is valid unless evidenced in writing and signed by both parties.

12. ASSIGNMENT

Neither party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF MERCER ISLAND

CITY OF KIRKLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Londi Lindell, City Attorney_____
Wm. R. Evans, Assistant City Attorney

ATTEST:

ATTEST:

City Clerk_____
City Clerk

Exhibit A

GENERAL OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by the City of Kirkland to the City of Mercer Island.

INTRODUCTION:

The Kirkland Police Communications/911 Center is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed require standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide Communications services for Mercer Island, a general rule has been followed:

Standard practices and procedures with Mercer Island will not vary from existing Kirkland Communications procedures unless significant reasons dictate a variance.

This general rule should be applied to issues in dispute.

However, Kirkland does recognize that providing high quality services to Mercer Island may necessitate some accommodation by Kirkland in service delivery to satisfy service needs that are unique to Mercer Island policing.

A. RADIO USE, CALL RECEIVING AND DISPATCHING

The Mercer Island Police Department will abide by the Kirkland Police Department General Order Manual Chapter 81 and the Communications Standard Operating Procedures.

The Kirkland Police Communications/911 Center will answer Mercer Island Police telephone calls for police services in conjunction with the Kirkland Police telephone calls for police services. The Mercer Island Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Kirkland calls.

Upon the conclusion of any incident entered in CAD, Mercer Island Police officers will provide the Communications Center an appropriate clearing and disposition code.

The Kirkland Communications/911 Center will provide tape searches and duplication tapes from logging tape recorders upon written request from the Mercer Island Police Department.

The Kirkland Communications/911 Center reserves the right to refuse to perform tape searches/duplication services that may require extensive labor or are not warranted in the opinion of the Kirkland Police Services Lieutenant unless the City of Mercer Island agrees to pay all costs associated with such extensive searches.

B. DATA AND WARRANT SERVICES

General: Mercer Island Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Kirkland will provide all WACIC services currently possessed by Kirkland to Mercer Island Police Department consistent with the Kirkland Communications/911 Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accuracy and validity of data in WACIC. Mercer Island Police Department must assist the auditing of Mercer Island Police Department's data entries.

Teletypes directed to Mercer Island Police Department and teletypes directed to all police departments will be transmitted to Mercer Island Police Department via radio, telephone, fax, or CAD messaging if the Communications Center Supervisor deems the information urgent. Otherwise, a copy of the teletype will be mailed to Mercer Island Police Department.

1. Arrest Warrants:

Kirkland will enter original arrest warrants from courts with which Mercer Island contracts for court services into WACIC. The Kirkland Communications/911 Center has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Mercer Island Police Department and Kirkland Communications/911 will abide by the following procedures regarding computer entry and service of court warrants.

- a. Mercer Island Police Department will select the court warrants to be entered by Kirkland Communications/911. The original warrants (not copies) will be delivered to the Kirkland Police Communications Division, which will screen the warrants and attachments for completeness and return incomplete warrants for correction. Kirkland Communications/911 Center will then enter the acceptable original warrants into WACIC. Original warrants will then be filed and maintained in the warrant storage area within the Communications Center. Warrant entries into WACIC must be from original warrants, which are in the possession of the Kirkland Communications/911 Center.
- b. Courts and the Mercer Island Police Department are responsible for notifying the Kirkland Police Communications/911 Center immediately of changes in the status of arrest warrants.

- c. Courts will place an expiration date on their warrants in accordance with the WACIC expiration requirements. The Kirkland Communications/911 Center will periodically purge these warrants using the expiration date, and will return the purged warrants to the court.
- d. The Mercer Island Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
- e. If Mercer Island Police Department elects to book a prisoner in jail, the Kirkland Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Mercer Island Police Department or Courts must immediately advise the Kirkland Police Communications/911 Center by phone of incidents when a warrant is served and bail posted at either that department or court. The Kirkland Communications/911 Center will then clear the WACIC entry.
- f. To preclude re-arrests on the same warrant, the Kirkland Police Department strongly urges the Mercer Island Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Mercer Island Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.

2. Stolen Vehicles:

Immediately after completing a Vehicle Theft Report, signed by the victim, Mercer Island Police Department will forward the theft information by radio or phone to the Kirkland Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Mercer Island Police Department and be readily available to the Kirkland Communications/911 Center for verification purposes. The Mercer Island Police Department must immediately report to the Kirkland Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Mercer Island Police Station Section with the appropriate case number. The Kirkland Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.

3. Vehicle Impound:

The Kirkland Communications/911 Center will enter into the CAD Tow log Mercer Island Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.

4. Stolen Property:

Mercer Island Police Department may enter stolen property information into WACIC by using the following procedures:

- a. Enter the property/item information utilizing the Mercer Island Police Department ACCESS/WACIC Terminal.
- b. Requesting stolen property data entry by Kirkland Communications/911 via telephone.
- c. The Mercer Island Police Department is responsible for notifying the Kirkland Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

5. Missing Person/Juvenile Runaways:

The Kirkland Communications/911 Center will enter Mercer Island Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Mercer Island Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Kirkland Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.). Mercer Island will conduct an audit every 30 days on all missing persons and juvenile runaways. The results of the audit will be forwarded to Kirkland Communications.

6. Entry Procedures:

After receiving a police report case number, Mercer Island Police Department will telephone the Kirkland Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC. The call receiver will make the appropriate WACIC entry. A copy of the case report will be maintained at the Mercer Island Police Department.