

RESOLUTION R- 4536

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 FOR THE PROVISION OF POLICE VEHICLE ELECTRICAL MAINTENANCE.

WHEREAS, the City of Kirkland's ("Kirkland") Information Technology Department ("IT") currently provides mobile police computer maintenance to the City of Mercer Island ("Mercer Island") pursuant to an interlocal agreement between both agencies (the "Mobile Computer Maintenance Agreement"); and

WHEREAS, under that agreement sometimes the vehicles in which these mobile computers are installed also need repair because of electrical/power issues within the vehicle that affect the functionality of the computers, which repairs are done by the Fleet Maintenance division ("Fleet") of Kirkland's Public Works Department; and

WHEREAS, it would provide greater efficiency for both IT and Mercer Island if Fleet were to provide Mercer Island with trouble shooting and repair services for all police vehicle electrical issues; and

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

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

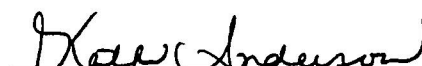
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 13th day of December, 2005.

Signed in authentication thereof this 13th day of December, 2005.


MAYOR

Attest:


City Clerk

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POLICE VEHICLES ELECTRICAL MAINTENANCE AGREEMENT BETWEEN THE
CITIES OF KIRKLAND AND MERCER ISLAND

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2005, 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 Kirkland's ("Kirkland") Information Technology Department ("IT") currently provides mobile police computer maintenance to the City of Mercer Island ("Mercer Island") pursuant to an interlocal agreement between both agencies (the "Mobile Computer Maintenance Agreement"); and

Whereas under that agreement sometimes the vehicles in which these mobile computers are installed also need repair because of electrical/power issues within the vehicle that affect the functionality of the computers, which repairs are done by the Fleet Maintenance division ("Fleet") of Kirkland's Public Works Department; and

Whereas it would provide greater efficiency for both IT and Mercer Island if Fleet were to provide Mercer Island with trouble shooting and repair services for all police vehicle electrical issues; 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:

ARTICLE I

TERM. The effective date of this Agreement shall be upon signature by both parties. This Agreement shall automatically renew from year to year unless modified or terminated as provided herein.

ARTICLE II

VEHICLE ELECTRICAL SYSTEM REPAIR SERVICES. On a time available basis, Fleet will provide for all electrical system troubleshooting and repair services for Mercer Island police vehicles beyond the scope already covered under the Mobile Computer Maintenance Agreement if requested by Mercer Island.

ARTICLE III

COMPENSATION. For these services, Mercer Island agrees to pay Kirkland the sum of FIFTY SIX DOLLARS (\$56.00) per hour of labor. These services will be billed on the quarter hour, rounded up

or down to the nearest quarter. Mercer Island further agrees to pay Kirkland 15% over actual cost for all parts or materials installed or used by Kirkland in providing these services. Payment shall be made within thirty (30) days after a billing statement is submitted by Kirkland.

Each party may examine the others books and records to verify the correctness of charges. If an examination reveals an over or under charge, the amount shall be applied either as a debit or credit to the next billing statement.

ARTICLE IV

INDEMNIFICATION. Mercer Island shall defend, indemnify and hold harmless Kirkland, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Kirkland, its officers, officials, employees and volunteers.

It is further specifically and expressly understood that the indemnification provided herein includes Mercer Island'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.

ARTICLE V

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.

ARTICLE VI

TERMINATION. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other party.

ARTICLE VII

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 to 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.

ARTICLE VIII

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

Article IX

MODIFICATION. No modification of this Agreement is valid unless evidenced in writing and signed by both parties. No verbal agreement may supersede, replace or amend this Section.

Article X

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
Public Works Department
Director Daryl Grigsby
123 5th Avenue
Kirkland, WA 98033

Article XI

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

Article XII

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.

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.