

RESOLUTION R-4750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE 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 meets these needs; and

WHEREAS, the cities of Kirkland and Mercer Island entered into a Communications Services Agreement ("Agreement") in 2004, under the terms of which Kirkland provides dispatch services to Mercer Island; and

WHEREAS, there is a need to extend the term of the Agreement until dispatch services become available through the North East King County Regional Public Safety Communications Agency ("NORCOM"); and

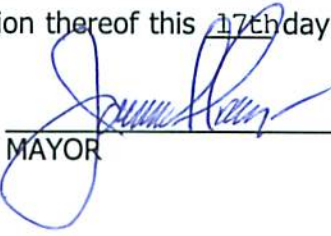
WHEREAS, the cities are authorized to enter into an amendment to the Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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 amendment to the 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 17th day of March, 2009.

Signed in authentication thereof this 17th day of March, 2009.

  
MAYOR

Attest:

  
City Clerk

AMENDMENT TO COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE  
CITIES OF KIRKLAND AND MERCER ISLAND

This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 meets these needs; and

WHEREAS, Kirkland and Mercer Island entered into a Communications Services Agreement ("Agreement") on November 8, 2004, under the terms of which Kirkland provides dispatch services to Mercer Island; and

WHEREAS, there is a need to extend the term of the Agreement until dispatch services become available through the North East King County Regional Public Safety Communications Agency ("NORCOM"); and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Communication Services Agreement, to be kept, performed, and fulfilled by Kirkland and Mercer Island, it is mutually agreed as follows:

This Amendment amends certain provisions of the above-referenced Communications Services Agreement Between the Cities of Kirkland and Mercer Island ("Agreement"). All other provisions of the Agreement not inconsistent with this Amendment shall remain in full force and effect.

**1.** The compensation provisions of Section 1 of the Agreement, entitled "Mercer Island's Responsibilities," are hereby amended as follows:

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.

- 1.4 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 System Administrator position for the Public Safety system (\$83.90 per hour using '09 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.
- 1.11 Pay Kirkland \$264,486 for Dispatch services for 2009, or \$66,121.52 per quarter until the North East King County Regional Public Safety Communications Agency ("NORCOM") dispatch services become operational, whichever occurs first.

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 will be done quarterly, commencing April 1, 2009, and must be paid within 30 days of receipt by Mercer Island.

- 2.** The compensation provision of Section 2 of the Agreement, entitled "Kirkland's Responsibilities," is amended as follows:

- 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 Systems Administrator position for the Public Safety system (\$83.90 per hour using '09 rates)), to the extent such work is requested by Mercer Island or required by Kirkland.

- 3.** Section 3 of the Agreement entitled, "Term," is amended as follows:

This Agreement is extended for a term of one (1) year, until December 31, 2009, or until the North East King County Regional Public Safety Communications Agency ("NORCOM") dispatch services become operational, whichever occurs first. 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.** Section 7 of the Agreement entitled, "Notices," is amended as follows:

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  
Chief Ed Holmes  
9611 S.E. 36<sup>th</sup> St.  
Mercer Island, WA 98040

**KIRKLAND:**

City of Kirkland  
Police Department  
Chief Eric W. Olsen  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

**5.** Section 10 of the Agreement entitled, "Entire Agreement," is amended as follows:

The Communications Services Agreement Between the Cities of Kirkland and Mercer Island and this Amendment represent the entire and integrated agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates written below.

**CITY OF MERCER ISLAND****CITY OF KIRKLAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Katie Knight, City Attorney

\_\_\_\_\_  
Robin S. Jenkinson, City Attorney