

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ISSAQUAH, SNOQUALMIE AND NORTH BEND FOR 911 POLICE DISPATCH AND RECORDS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into on this ___ date of _____ 2014, by and between the City of Issaquah, a Washington municipal corporation, the City of Snoqualmie, a Washington municipal corporation, and the City of North Bend, a Washington municipal corporation.

WHEREAS, the City of Snoqualmie (hereafter "Snoqualmie") is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of North Bend (hereafter "North Bend") is a municipal corporation under the laws of the State of Washington, and is a party to this Agreement solely for the purpose of the accepting the requirements of Section 4 ("North Bend Ordinances, Rules and Regulations"),- subsection 5.3 ("North Bend indemnity"); Section 6 (Actions contesting Agreement) and Section 19 (Recording) herein; and

WHEREAS, the City of Snoqualmie will provide police services to the City of North Bend by contract commencing March 8, 2014, and

WHEREAS, the City of Issaquah (hereafter "Issaquah") is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, Issaquah has a Public Safety Answering Point (hereafter "PSAP") police dispatch facility, with supporting personnel; and

WHEREAS, Snoqualmie is desires to contract with Issaquah in order to receive 911 and police dispatch services as well as records management system (hereafter "RMS") administration from Issaquah for Snoqualmie and, through contract with Snoqualmie, for North Bend; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, the parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

NOW, THEREFORE, the parties have entered into this Agreement under the terms and conditions set forth herein:

1. Purpose of Agreement. This Agreement has been entered into in order to provide 911, police dispatch services, and RMS hosting and administration ("the

Services”) to Snoqualmie, to support Snoqualmie’s provision of police services within Snoqualmie and in North Bend.

2. Obligations of Issaquah.

2.1 PSAP Services. Issaquah, through its Police Department, agrees to provide police radio dispatch services, which shall include the PSAP for all Snoqualmie and North Bend 911 emergency calls, answering of incoming Snoqualmie and North Bend service calls except business lines Mondays through Fridays 9:00AM to 5:00PM, radio dispatch of Snoqualmie Police units, place outgoing calls when necessary, respond to Snoqualmie Police radio calls, dispatch and track calls for service through the Spillman computer automated dispatching (hereafter “CAD”) system, provide warrant entry, clearance, and locate services, and the services of ACCESS terminal computer to the Snoqualmie Police.

2.2 Records Management System Administration. Issaquah agrees to provide RMS hosting and administration of the Spillman public safety system to Snoqualmie and through Snoqualmie’s contract, to North Bend, including CAD, mobile application and records management. Issaquah will provide RMS administration through the RMS administrator assigned within the Issaquah Police Department. RMS service and access will be allowed twenty-four (24) hours per day, seven (7) days per week for general records and inquiry access except during system failures or maintenance. The system administrator shall have control of the system root password and login and may limit, control, or prioritize access to the extent necessary to prevent such from unreasonably disrupting operations, to prevent excessive interference with other essential functions, and to provide access to public records when necessary. This may include scheduled shutdowns for backup or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

2.3 System Service. As part of RMS, Issaquah agrees to provide basic system administration. Basic system administration consists of account management, security management, application trouble shooting, system upgrades, and capacity and systems replacement planning.

2.4 Data Maintenance. Maintenance and accuracy of records data is the responsibility of each agency with the understanding that name merges and other duplicate data needs to be combined and maintained according to data entry standards established by the host agency.

2.5 Data Ownership and Responsibility. Each agency owns their respective data. Issaquah is responsible for retention, dissemination, and public disclosure of Issaquah data. Snoqualmie is responsible for retention, dissemination, and public disclosure of Snoqualmie and North Bend data. All shared data may be disclosed by each agency per State and Federal law. Each agency agrees that all public records requests will be processed by the appropriate agency for proper dissemination per State and Federal law.

2.6 Staffing. Issaquah agrees to make every effort to designate one person to handle the Snoqualmie and North Bend 911 dispatch service needs during peak service hours every day of the year from 6:00AM to 1:00AM the following day.

2.7 Start-Up Costs. Hiring of one (1) additional Communications Specialist will be necessary to prepare for North Bend service. Snoqualmie agrees to pay start-up costs ancillary to the hiring of the additional Communications Specialist, in the amount of \$2,500.00. Issaquah will bill these start-up costs separately, and Snoqualmie agrees to pay within forty-five (45) days of receipt of the invoice for same.

2.8 2.9 PSAP and RMS Cost. Issaquah shall provide the Services beginning March 8, 2014 for the sum of \$407,295 annually, pro-rated for 2014. The pro-rated amount for 2014 will be \$379,793. The price will increase by 5% on January 1, 2015 to \$427,660. For each calendar year thereafter, the total sum will increase 5% and shall not be retroactive. Except for Start-Up Costs paid pursuant to Section 2.8 above, amounts paid by Snoqualmie for PSAP and RMS Services under this section shall be the entire amount paid by Snoqualmie for the Services.

2.9 Spillman Software License. Issaquah and Snoqualmie shall each be responsible for direct payment to Spillman for their respective jurisdiction's Spillman software license and maintenance and any other cost required by the Spillman software license on a per jurisdiction basis.

2.10 Limited Re-Opener: Snoqualmie or Issaquah may request during the calendar year of 2014, or any year thereafter, that the parties meet to negotiate a change in charges being paid under Paragraph 2.8 for the following year. In the event such a request is made, the parties agree to meet and negotiate in good faith on the issue. However, if no agreement is reached, the terms of this Agreement will continue to apply.

2.11 Billing. Issaquah shall bill Snoqualmie monthly for amounts due under this Agreement. Snoqualmie shall pay the amount due within forty-five (45) days of receipt. However, if Snoqualmie has a good faith dispute with the amount of the invoice, they shall pay the non-disputed amount within the time frame set forth in this section.

3. Snoqualmie Ordinances, Rules, and Regulations. In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release Snoqualmie from any liability or responsibility which arises in whole or in part from the existence or effect of Snoqualmie ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any Snoqualmie ordinance, rule, or regulation is at issue, Snoqualmie shall defend the same at its sole expense and if judgment is entered or damages are awarded against Snoqualmie, Issaquah, or both, Snoqualmie shall satisfy the same, including all chargeable costs and attorneys' fees.

4. North Bend Ordinances, Rules, and Regulations. In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release North Bend from any liability or responsibility which arises in whole or in part from the existence or effect of North Bend ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any North Bend ordinance, rule, or regulation is at issue, North Bend shall defend the same at its sole expense and if judgment is entered or damages are awarded against North Bend, Issaquah, or both, North Bend shall satisfy the same, including all chargeable costs and attorneys' fees.

5. Indemnity. The parties shall each indemnify the other as follows:

5.1 Issaquah Indemnity. Issaquah shall protect, indemnify, and save harmless Snoqualmie, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of Issaquah, its officers, employees, and agents in performing this Agreement. Issaquah shall also protect, indemnify, and save harmless North Bend, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of Issaquah, its officers, employees, and agents in performing this Agreement.

5.2 Snoqualmie Indemnity. Snoqualmie shall protect, defend, indemnify, and save harmless Issaquah, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of Snoqualmie, its officers, employees, or agents in performing this Agreement.

5.3 North Bend Indemnity. North Bend shall protect, defend, indemnify, and save harmless Issaquah, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of North Bend, its officers, employees, or agents in performing this Agreement.

5.4 Survival of Indemnities. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of PSAP and dispatching services under this Agreement.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Snoqualmie, North Bend, and/or Issaquah to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other party

prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. Property. This Agreement does not provide for the acquisition, holding, or disposal of real or personal property, except as provided in Paragraph 2.10.

9. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Snoqualmie or his/her designee, and the City Administrator for Issaquah or his/her designee as a Joint Administrative Board.

10. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrators of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Snoqualmie or North Bend an Issaquah employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah employees by virtue of their employment. Nothing in this Agreement shall make any employee of Issaquah a Snoqualmie or North Bend employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Snoqualmie or North Bend employees by virtue of their employment. At all times

pertinent hereto, employees of Issaquah are acting as Issaquah employees, employees of Snoqualmie are acting as Snoqualmie employees, and employees of North Bend are acting as North Bend employees.

12. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

Issaquah:

Paul Ayers, Chief of Police
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

Snoqualmie:

Bob Larson, City Administrator
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

North Bend:

Londi Lindell, City Administrator
City of North Bend
P.O. Box 896
North Bend, WA 98045

13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

15. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

16. Duration. The effective date of this Agreement shall be March 8, 2014, and shall remain in full force and effect for a period of five years, and shall automatically renew for successive five-year terms unless terminated pursuant to Section 18.

17. Termination of Prior Agreement The existing agreement between Issaquah and Snoqualmie for police dispatch services dated January 1, 2003 will terminate upon effective date of this Agreement.

18. Termination of Agreement. Either party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party, provided the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to Paragraph 10. Either party may give notice of termination for convenience upon (1) one year's notice to the other party, without having to engage in dispute resolution. In the event of early termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of workload, records and data to the appropriate agency.

19. Recording. Consistent with RCW 39.34.040, upon execution by all parties this Agreement shall be filed for recording with the King County Department of Records, or posted on Issaquah's, Snoqualmie's, and North Bend's respective websites listed by subject matter.

20. Insurance. Each party will be responsible for maintaining its own insurance.

21. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

CITY OF ISSAQUAH

CITY OF NORTH BEND

Fred Butler, Mayor

Signed: _____

Date: _____

Kenneth Hearing, Mayor

Signed: _____

Date: _____

CITY OF SNOQUALMIE

Matthew Larson, Mayor

Signed:  _____

Date: February 10, 2014 _____

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ISSAQUAH, SNOQUALMIE AND NORTH BEND FOR
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ATTEST/AUTHENTICATED:

By: Jodi Warren
Jodi Warren, MMC City Clerk
City of Snoqualmie

By: _____
Susie Oppendal, CMC City Clerk
City of North Bend

By: _____
Tina Eggers City Clerk
City of Issaquah

APPROVED AS TO FORM:

By: Bob Sterbank
Bob Sterbank, City Attorney
City of Snoqualmie

By: _____
City Attorney
City of North Bend

By: _____
City Attorney
City of Issaquah