

02/24/15
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Agenda Sheet for City Council Meeting of:
 02/09/2015

Date Rec'd	1/21/2015
Clerk's File #	OPR 2015-0074
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	ARIANE 477-2610
Contact E-Mail	ASCHMIDT@SPOKANECITY.ORG
Agenda Item Type	Contract Item

Agenda Item Name INTERLOCAL AGREEMENT BETWEEN CITY AND SPOKANE COUNTY CAD RMS

Agenda Wording

Inter local Agreement (ILA) between City and Spokane County for the Law CAD RMS Cost Sharing for system implementation and ongoing maintenance.

Summary (Background)

The City and County share a Computer Aided Dispatch (CAD) and Records Management (RMS) Systems in need of replacement. A RFP solicitation, committee review and subsequent selection of New World Systems as the recommended vendor firm. Spokane County will carry the vendor contract with the City of Spokane as a cost sharing partner. This ILA outlines the terms of the cost sharing for the new system implementation and ongoing maintenance for a period of (15) fifteen years.

Fiscal Impact	Budget Account
Expense \$ various	# 0020-88200-19990-55115-99999
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	COOLEY, GAVIN	Study Session	2/2
Division Director	COOLEY, GAVIN	Other	
Finance	LESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT		
For the Mayor	CODDINGTON, BRIAN		

Additional Approvals	
Purchasing	

APPROVED BY SPOKANE CITY COUNCIL ON
 2/19/2015

 SPOKANE CITY CLERK

#7

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
February 2, 2015

Subject

An Inter local Agreement (ILA) between the City of Spokane and Spokane County for Computer Aided Dispatch (CAD) and Records Management (RMS) Replacement Systems Implementation and Ongoing Maintenance Cost Allocation.

Background

As reviewed and acceptable by the CAD RMS Governance Committee* on March 3, 2014, five major criteria comprise the business case justification for the replacement of the Spokane CAD RMS systems. They are defined by the operational need for:

- A Geographic Information System (GIS) – centric dispatch (CAD) software that utilizes current technologies available for the spatial location verification of incidents and first responders.
- Single vendor dispatch system used by 911-Fire-EMS-Law. An interim solution utilizing robustly interfaced disparate systems will be accepted.
- National Incident-Based Reporting System (NIBRS)-compliant system with robust data and functional integration between dispatch and records management systems.
- Single vendor CAD, RMS, Mobile and crime intelligence capability.
- System-level capability for real-time (or near real-time) tactical and strategic analysis of CAD RMS data.

The current Northrup Grumman (NG) CAD/RMS system is not able to meet any one of the above criteria and must be replaced.**

A RFP solicitation, selection committee review was conducted through Spokane County Purchasing. New World Systems, Inc. has been selected as the preferred vendor. Spokane County will carry the vendor contract with the City of Spokane as a cost sharing partner. The ILA outlines the terms of the cost sharing for the new systems implementation and ongoing maintenance for a period of fifteen (15) years.

Council will need to approve this ILA for the Spokane Board of County Commissioners (BoCC) to approve the vendor contract.

Impact

The term of this ILA is fifteen (15) years. After such time, the ILA may be renewed or reconstructed. The financial impact to the City of Spokane for the system implementation between now and the end of 2016 is estimated at \$760,000.

In addition to Spokane County, the Emergency Communications 1\10th Sales Tax (aka SREC) and 911 Usage Excise Tax are contributing \$2 Million dollars each to the implementation portion of the CAD RMS replacement systems and half of the annual maintenance thereafter.

Due to statutory limitations, their contributions must remain within the CAD (911 and SREC) and CAD Mobile (SREC only) functionality. The City of Spokane and Spokane County will fund the Records Management portion of the implementation and ongoing maintenance.

BRIEFING PAPER
Finance Committee
CAD RMS Inter Local Agreement
February 2, 2015

The ongoing maintenance cost for the City of Spokane is estimated at \$100,000-\$200,000 per year. The ILA does provision that if for some reason SREC and 911 are unable to continue contribution to the maintenance portion of the ILA, the City of Spokane and Spokane County will fund the remainder.

Reference Information:

[*MOU between City and County, April 2014](#)

[**Project Charter](#)

[SharePoint Project Management Tool](#)

Project Management Budget

Interlocal Agreement (pending Council and BoCC approval)

Action

Contract Approval

Funding

Items	911	SRECS	CITY	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT TOTAL ANNUAL MAINTENANCE**	Cost sharing for enhancements and total annual maintenance	Cost sharing for enhancements and total annual maintenance	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL ANNUAL MAINTENANCE**		Cost sharing for enhancements and total annual maintenance	If 1/10 th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10 th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage
RMS COMPONENT TOTAL ANNUAL MAINTENANCE**			Cost share for total annual maintenance based on a rolling 5 yr	Cost share for total annual maintenance based on a rolling 5 yr

For further information, please contact Ariane Schmidt, CAD RMS Replacement Project Manager, 477-2610, or aschmidt@spokanecity.org

**INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND ANNUAL
MAINTENANCE OF COMPUTER AIDED DISPATCH (CAD), RECORDS
MANAGEMENT SYSTEM (RMS), AND MOBILE APPLICATIONS AND OTHER
MATTERS RELATED THERETO**

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The Board of County Commissioners of Spokane County, Washington has the care of County property and the management of county funds and business under RCW 36.32.120(6).
- (b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
- (c) Pursuant to RCW 36.32.120 and chapter 39.34 RCW, the County and City executed a document dated April 14, 2014 and entitled "Memorandum of Understanding Regarding CAD/RMS Project" ("MOU"). Under the MOU the PARTIES reduced to writing their understandings with respect to various matters including (1) issuing a Request of Proposal for a New CAD/RMS ("RFP"), (2) hiring a consultant to provide advice and input on the RFP, (3) hiring a Public Safety Project Manager, and (4) agreeing on a CAD/RMS Organization Chart reflecting overall management of (1) – (3).
- (d) The County issued a RFP for a New CAD/RMS denominated as RFP No. P8705.
- (e) The County has negotiated a contract with New World Systems for a new CAD/RMS. The PARTIES desire to reduce to writing their respective financial obligations regarding the implementation and annual maintenance of the new CAD/RMS to include (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications. Additionally the PARTIES desire to establish a Public Safety Information Technology Governance Committee whose responsibility will be to review and approve the PARTIES financial obligations as well as to approve any and all enhancements to (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: “Agreement” means this Interlocal Agreement between the CITY and COUNTY regarding for implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications as well as establishing a Public Safety Information Technology Governance Committee.
- (b) City: “CITY” means the City of Spokane.
- (c) County: “COUNTY” means Spokane County.
- (d) Computer Aided Dispatch (CAD): “Computer Aided Dispatch (CAD)” means a computer system used in emergency services to dispatch public safety resources in response to calls for service from the public emergency phone number 911 and non-emergency Crime Check phone number.
- (e) Records Management System (RMS or LRMS): “Records Management System (RMS or LRMS)” means a computer system used to enter and maintain accurate records of the information that is relevant to law enforcement and public safety, including information garnered from additional investigative efforts associated with an emergency response.
- (f) Call for Service (CFS): “Call for Service (CFS)” means a uniquely identified number associated with a request for emergency response assistance generated in the CAD system.
- (g) Police Report: “Police Report” means an official document detailing supplemental action taken by first responders, persons and property involved, subsequent investigation, and/or supporting documents.
- (h) Mobile Applications: “Mobile Applications” means applications located within or accessible via computer devices used within a vehicle, such as a police cruiser for which connectivity to these applications must be transported through a secure wireless network. Mobile Applications include Mobile CAD and Mobile Automatic Field Reporting.
- (i) Mobile CAD: “Mobile CAD” means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to see and respond to current call dispatch activity from CAD.
- (j) Mobile Automatic Field Reporting: “Mobile Automatic Field Reporting” means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to complete a police report for approval and submission to RMS.
- (k) SYSTEM: “System” means the complete reference to CAD, RMS, Mobile CAD, Mobile Automatic field reporting application software and SYSTEM HARDWARE.

- (l) Implementation: “Implementation” means the process of configuration and delivery of a system, including hardware and software, into production (day-to-day business operation) replacing the current CAD, RMS, and Mobile Applications with a new vendor (New World Systems) system and corresponding complement of system applications.
- (m) Vendor Annual Maintenance: “Vendor Annual Maintenance (aka New World Standard Software Maintenance Agreement (SSMA))” means a service level agreement between Spokane County and New World Systems for the life of the system, starting 365 days after system installation, for support, service and upgrade revisions of applications.
- (n) Local Support Annual Maintenance: “Local Support Annual Maintenance” means the expenses incurred by the County Information Systems Department for housing and supporting SYSTEM, including both hardware and software.
- (o) Combined Total Annual Maintenance: “Combined Total Annual Maintenance” means the sum of both the Vendor Annual Maintenance and the Local Support Annual Maintenance.
- (p) Emergency Communication Sales Tax: “Emergency Communication Sales Tax” means that sales and use tax authorized under RCW 82.14.420 and approved by the voters within Spokane County at a Special Election held on May 20, 2008 in the amount of 1/10th of 1% of the selling price upon every taxable event occurring within Spokane County commencing 12:01 a.m. October 1, 2008 and automatically terminating ten (10) years thereafter on September 30, 2018, unless approved for extension by voters.
- (q) Enhanced 911 Excise Tax Budget: “Enhanced 911 Excise Tax Budget” means that budget annually approved by the Board of County Commissioners of Spokane County for the 911 Emergency Communications Department consisting of revenues generated from the enhanced 911 excise on use of switched access lines and radio access lines as authorized under RCW 82.14B.030 and implemented by Spokane County under Resolution Nos. 10-736 and 13-1022.
- (r) SRECS: “SRECS” means the Spokane Regional Emergency Communications System Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.
- (s) 911: “911” means the Spokane Regional Emergency Communications Services Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.

- (t) SYSTEM HARDWARE: "System Hardware" means the physical hardware (including but not limited to, servers, network and communication equipment) required for ongoing successful operation of SYSTEM. This does not include local desktop or mobile hardware that will be supplied and maintained by each agency independent of this agreement.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to:

- (1) reduce to writing the PARTIES' understandings as to their financial obligations with regard to the implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications, and
- (2) reduce to writing the creation of a Public Safety Information Technology Governance Committee whose responsibility will be to review and approve the PARTIES' financial obligations under (1) above as well as approve any and all enhancements to (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

SECTION NO. 4: DURATION/WITHDRAWAL

This Agreement shall commence on execution by Spokane County of an agreement with New World Systems in conjunction with RFP No. P8705 ("Commencement Date") and run for a term of fifteen (15) years. This fifteen (15) year time frame shall be referred to as the "Initial Term". At the conclusion of the Initial Term, this Agreement may be renewed upon mutual agreement of the PARTIES. All renewals shall be subject to all terms and conditions set forth herein with respect to the financial obligations of the PARTIES with regard to the annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications as well as the creation of the Public Safety Information Technology Governance Committee and its responsibilities unless otherwise mutually agreed upon.

This Agreement may not be terminated during the Initial Term except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this Agreement for any reason whatsoever upon a minimum of one (1) years advance notice to the other party as provided for in Section 7.

SECTION NO. 5: PUBLIC SAFETY INFORMATION TECHNOLOGY (PSITGC) GOVERNANCE COMMITTEE.

There is established a Public Safety Information Technology Governance Committee ("PSITGC"). The PSITGC shall consist of five individuals to include a County Commissioner,

the City Administrator, the County CEO, the City CFO and a fifth member to be selected at large annually by the other four members and shall not be an elected official.

The **PSITGC** shall review any objections to the sharing of costs between the **PARTIES** for the “purchase and implementation” cost items as well as “combined total annual maintenance” cost items as provided for in Section No. 6.

Additionally, **PSITGC** shall review and approve any enhancement requests for items identified in the chart set forth in Section No. 6. Any such enhancement requests with cost estimates shall be submitted in writing by the County Information Systems Department to the **PSITGC** in a timely manner. **PSITGC** will review any written enhancement request within thirty (30) days and determine if the enhancement and cost estimate should be approved. The decision of the **PSITGC** on the necessity and appropriateness of any enhancement as well as the proportionate share of the cost of the enhancement to be paid by the **PARTIES** shall be binding on the **PARTIES**. An enhancement request may include proposed alternate funding such as a single agency’s willingness to assume funding of the enhancement in its entirety.

The **PSITGC** will be notified as soon as possible should an unplanned event occur requiring funding for additional resources (emergency support resources) from County Information Systems Department, City MIS Department, or other IT agency. An example of an unplanned event is a malicious viral network attack causing network/system downtime and requiring emergency support resources.

SECTION NO. 6: FINANCIAL RESPONSIBILITIES OF PARTIES FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF (1) COMPUTER AIDED DISPATCH, (2) RECORDS MANAGEMENT SYSTEM, AND (3) MOBILE APPLICATIONS

A. PARTIES’ Financial Responsibilities

The following chart sets forth the **PARTIES’** financial responsibilities in conjunction with implementation and annual maintenance of the items identified therein.

All terms used in the chart shall have those meanings set forth in Section No. 2 above. When the chart requires a financial contribution by “911” or “SRECS” the **PARTIES** understand and agree that both departments are under the control and authority of the County. Moneys from those sources are from special excise taxes and not from the County General Fund.

Items	911	SRECS	CITY	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **	Cost sharing for enhancements and combined total annual maintenance*	Cost sharing for enhancements and combined total annual maintenance*	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **		Cost sharing for enhancements and combined total annual maintenance*	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
RMS COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***

* For this cost sharing item, 911 and SREC will individually contribute up to a total of \$2 Million each for all cost sharing components identified above for purchase and implementation costs. See Attachment C for CAD System Cost Sharing for 911 and SRECS for both system purchase and implementation, as well as ongoing annual maintenance.

** Attachment "A" attached hereto and incorporated herein by reference identifies how "Combined Total Annual Maintenance" cost items will be determined.

*** See Attachment B for rolling average calculation.

B. Billing for Implementation Items

The COUNTY shall initially pay for all “purchase and implementation” items identified in the above chart. The COUNTY will bill the CITY for its proportionate financial obligation for any “purchase and implementation” item as identified in the chart. The COUNTY shall submit invoices to the CITY upon receipt (by COUNTY) of vendor invoice. The CITY shall reimburse the COUNTY for any billed “purchase and implementation” cost within thirty (30) days of the date of any billing.

The CITY shall have fifteen (15) days from its receipt of any billing from the COUNTY for its proportionate financial obligation of any “purchase and implementation” item to object to such billing (“Implementation Objection”). Any Implementation Objection shall be reduced to writing and submitted to the Public Safety Information Technology Governance Committee. The decision of the Governance Committee with regard to any Implementation Objection shall be reduced to writing and made within seven (7) days of its receipt of the Implementation Objection. The Decision of the Governance Committee with respect to any Implementation Objection shall be binding of the PARTIES. The CITY shall pay its billed proportionate financial obligation for any “purchase and implementation” item pending receipt of the Governance Committee’s written decision on any Implementation Objection. If it is determined that all or a portion of the CITY’s Implementation Objection is valid, the COUNTY, at the option of the CITY, will credit any payment made by the CITY to any subsequent “purchase and implementation” cost or a subsequent “total annual maintenance” cost.

C. Billing for Annual Maintenance Items

On or before September 1st of each calendar year, the COUNTY shall determine the projected “combined total annual maintenance” cost for the subsequent year for each item identified in the above chart (“Annual Projected Cost”). Once the Annual Projected Cost is determined, it shall be shared with the CITY. The CITY shall have fifteen (15) days from its receipt of any Annual Projected Cost billing to object to such billing (“Annual Projected Cost Objection”). Any Annual Projected Cost Objection shall be reduced to writing and submitted to the Public Safety Information Technology Governance Committee. The decision of the Governance Committee with regard to any Annual Projected Cost Objection shall be reduced to writing and made within seven (7) days of its receipt of the Annual Projected Cost Objection. The Decision of the Governance Committee with respect to any Annual Projected Cost Objection shall be binding of the PARTIES.

The COUNTY will bill the CITY its proportionate share of the “combined total annual maintenance” cost for each item for which it is responsible on a monthly basis. The COUNTY will bill the City on or before the 10th of each month for the previous month. The CITY shall pay the COUNTY for any monthly billing for “total annual maintenance” cost item within twenty-five (25) days of the date of any billing.

D. Interest on Late Payments

The COUNTY, at its sole option, may charge interest on any late payments for “purchase and implementation” cost items or “total annual maintenance” costs items based on any lost interest earnings had the amount due been invested since the date due to the date of payment in the COUNTY’s investment pool.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: Mayor or his/her authorized designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: RECORDS REVIEW

The COUNTY shall maintain for six (6) years any records with respect to this Agreement. The CITY shall be allowed to conduct random reviews of the records generated by the COUNTY in performance of this Agreement. The CITY will provide the COUNTY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 9: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

SECTION NO. 11: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.


Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.



COUNTY initials



CITY initials

SECTION NO. 12: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the COUNTY meets its responsibilities is solely within the discretion of the COUNTY. Any and all employees who provide services to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 13: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES. Modification may include participation by additional parties not covered by the present Agreement.

SECTION NO. 14: PROPERTY AND EQUIPMENT

The ownership of all property, equipment, source codes, and software for all cost items set forth in the chart set forth in SECTION NO. 5 shall remain with the COUNTY unless otherwise specifically and mutually agreed to by the PARTIES.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

COUNTY and CITY were each represented by their own attorney in drafting this Agreement and each relied upon the advice of their own attorney. This Agreement was fully negotiated and the terms herein were either accepted by or independently drafted or revised by the COUNTY and CITY. Accordingly, this Agreement shall not be construed against the party that undertook the principal preparation of it, but shall be construed as if both the COUNTY and CITY jointly prepared this Agreement, and any ambiguity contained herein, if any, shall not be interpreted against any one party.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: DISPUTE RESOLUTION

Except as provided for in Section Nos. 5 and 6, any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 19: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 21: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 22: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 23: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 24: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 25: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

SECTION NO. 26: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 27: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

SECTION NO. 28: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 29: INSURANCE

During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

SECTION NO. 30: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 3 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 23.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

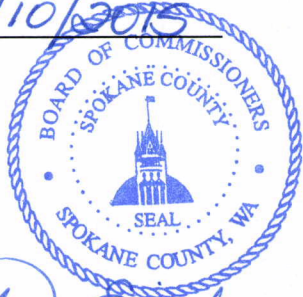
G. **TERMINATION:** See Section No. 4 above.

H. **PROPERTY UPON TERMINATION:** See Section No. 14 above.

SECTION NO. 31: EXISTING AGREEMENT WITH NORTHRUP GRUMMAN

This Agreement does not replace or supersede the existing Interlocal Agreement among SPOKANE COUNTY, SPOKANE COUNTY SHERIFF and the CITY OF SPOKANE as it relates to the support of the CAD/RMS/JMS for the support of the Northrup Grumman (NG) system, but is complimentary to it. This NG system agreement shall remain in full force and effect to the conclusion of its term or termination.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 2/10/2015

ATTEST
Clerk of the Board
Daniela Erickson
Daniela Erickson

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke
TODD MIELKE, Chair
Shelly O'Quinn
SHELLY O'QUINN, Vice-Chairman
Absent
AL FRENCH, Commissioner

DATED: 2/9/2015

CITY OF SPOKANE
By: Dan A. Quinn

Attest:
Levi Hulse
City Clerk

Title: Mayor

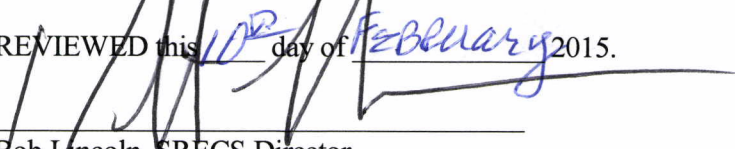
Approved as to form:
Michael P. Riccio
Assistant City Attorney



REVIEWED this ___ day of _____ 2015.


Lorlee Mizell, Spokane Regional Emergency Communications Services

REVIEWED this 10th day of February 2015.


Bob Lincoln, SRECS Director

ATTACHMENT "A"

A. Combined Total Annual Maintenance costs consists of (1) Vendor Annual Maintenance costs, (2) System Hardware and Licensing costs, and (3) Local Staff Support costs, which are calculated as follows:

(1) Vendor Annual Maintenance: New World Maintenance Costs as defined by the current contract between Spokane County and New World Systems, Inc. Vendor Annual Maintenance will be designated as 50% CAD Component and 50% RMS Component.

(2) System Hardware and Licensing: Annual support and licensing costs for SYSTEM HARDWARE. Support provided by third-party vendor(s).

(3) Local Staff Support:

a. Initial staffing for SYSTEM implementation will be 4.4 County Information Systems Department staff positions.

Subsequent staffing level adjustments shall be determined by the **PSITGC** as part of the annual performance review prior to September 1st of each calendar year.

Staffing level recommendations assume that each party will provide independent staffing for desktop and mobile device support, as well as agency-specific reporting and application needs.

b. Actual Salary and Benefit costs will be charged for each County Information Systems Department employee providing local support.

c. Indirect costs:

A base per-employee indirect cost amount will be established based on the 2015 County Information Systems Department per-employee indirect cost rate. The 2015 per-employee indirect cost amount is \$21,551.

Annual increases will be applied (compounded) to this base per-employee indirect cost amount at inflation which is a fixed rate of 2.9% for purposes and duration of this agreement.

B. SYSTEM HARDWARE Replacement Fund

An initial 5 – year straight-line depreciation schedule will be used to build up SYSTEM HARDWARE replacement funds totaling \$150,000. SYSTEM HARDWARE replacement funding is agreed to be split equally between the CAD and RMS systems. PARTIES agree to use the annual maintenance cost sharing methodology (as defined in Section 6.A) for buildup of SYSTEM HARDWARE replacement funds, and may choose to retain this fund individually.

Subsequent SYSTEM HARDWARE needs will be addressed by the PSITGC.

C. Software Replacement Fund

Pending PSITGC authorization, a 15 – year straight-line depreciation schedule will be used to build up software replacements funds. The PSITGC will determine funding levels.

PARTIES may choose to retain this fund individually. IF this agreement is terminated PARTIES shall retain their accrued portion.

ATTACHMENT "B"

Once a year, RMS and CFS activity counts will be computed with the 5-year rolling average calculated by averaging the most recent previous 5 annual counts together to arrive at the next year's allocation factors.

Definition of RMS Police Report Counts:

- Reports are categorized by geo-verified geographic area as listed on the report, based on the location of the incident.
- Reports entered by Crime Check will be included.
- No Administrative RMS reports will be included: Administrative RMS reports in this context are reports that are not attached to a normal call for service. Typically an administrative report is created for events where either no call for service exists or the call for service cannot be determined, but Records is still required to do something with the document submitted.

Examples would be a warrant settle slip, or store security shoplifting report filled out by the store security staff.

Definition of CFS Counts:

- Calls are categorized by geo-verified geographic area as referenced in the CFS.
- Counts exclude calls that do not meet the following: Call cannot be geo-verified, disposition is null, cancelled, duplicate, call type is test, pass through to fire or medics, dispatch to dummy units, dispatch to WSP, or call is placeholder for Crime Check report.

ATTACHMENT "C"

Enhanced 911 Excise Tax and SRECS Cost Sharing for CAD and CAD Mobile Component

The Enhanced 911 Excise Tax may pay for CAD implementation and ongoing maintenance as these components are directly related to core 911 call taking functions as allowed by RCW 82.14.420. A maximum of 50% of the CAD implementation and 50% of CAD ongoing maintenance may be funded by the Enhanced 911 Excise Tax.

SRECS (1/10th Emergency Communications and Facilities Sales Tax) may pay for CAD and CAD Mobile components and ongoing maintenance as these components are directly related to the core Emergency Communications functions as allowed by RCW 82.14B.020. A maximum of 50% of the CAD implementation costs, 100% CAD Mobile implementation costs and 100% CAD ongoing maintenance may be funded by SRECS (1/10th Emergency Communications and Facilities Sales Tax).