
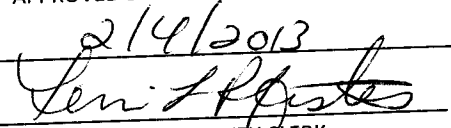


04/02/13
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 Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd 1/23/2013
		Clerk's File # OPR 2013-0074
		Renews #
Submitting Dept REGIONAL EMERGENCY COMMUNICATIONS SYSTEM		Cross Ref #
Contact Name/Phone BOB LINCOLN 835-4521		Project #
Contact E-Mail BLINCOLN@SPOKANECITY.ORG		Bid #
Agenda Item Type Contract Item		Requisition #
Agenda Item Name 1510-CAD-RMS-JMS AGREEMENT		
Agenda Wording Interlocal agreement between City of Spokane and Spokane County Sheriff to provide the entities with CAD, RMS, and JMS systems. The agreement provides a mechanism for allocating expenses and rights and obligations regarding the system.		
Summary (Background) Over 15 years ago, the City and Spokane County Sheriff jointly acquired CAD, RMS and JMS systems for use by the Spokane Police Department and the Spokane County Sheriff's Department. The system is owned 60% by the City and 40% by the County. Spokane Regional Communications Systems (SRECS) manages the system. SRECS is a merger of City/County radio communication functions and the City/County law enforcement I.T department. Estimated annual revenue from the County Sheriff is \$265,000.00.		
Fiscal Impact		Budget Account
Revenue	\$ 265,000.00	# 1510-12100-99999-33821
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head LINCOLN, BOB		Study Session PSC 1/14/12
Division Director		Other
Finance LESESNE, MICHELE		Distribution List
Legal BURNS, BARBARA		achirowamangu
For the Mayor SANDERS, THERESA		ewade
Additional Approvals		agolden
Purchasing		kclaar
		blincoln

APPROVED BY SPOKANE CITY COUNCIL ON

2/14/2013

 SPOKANE CITY CLERK

**Briefing Paper
City of Spokane
Renewal of SRECS Interlocal agreement between County/City
CAD/RMS/JMS Management
Public Safety Committee Meeting
January 14, 2013**

Subject

Renewal of the interlocal agreement between County and City for the joint use and management of the CAD system (computer aided dispatch) RMS (records management system), and JMS (jail management system). The renewal is for the period beginning January 1, 2010 and ending on December 31, 2014.

Background

Over 15 years ago, the City and the County jointly acquired CAD, RMS and JMS systems for use by the Spokane Police Department and the Spokane County Sheriff's Department. The system is owned 60% by the City and 40% by the County. Spokane Regional Communications Systems (SRECS) manages the system. The Spokane Regional Emergency Communications Systems department is a merger of City/County radio communication functions and the City/County law enforcement I.T department.

Impact

This is a renewal of an interlocal agreement that has been in place since the system was purchased over 15 years ago.

Action

Council approval required

Funding

County Funding

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RECEIVED
04.02.2013
CITY CLERK'S OFFICE
SPOKANE, WA

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into among the 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," the SPOKANE COUNTY SHERIFF, an elected official of the County of Spokane having offices for the transaction of business at 1100 W. Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "SHERIFF," 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."

WITNESSETH:

WHEREAS, Section 39.34.010 of the Revised Code of Washington permits the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, the PARTIES jointly acquired a computer aided dispatch (CAD), records management system (RMS), and jail management system (JMS) for use by the Spokane Police Department and Spokane County Sheriff's Department;

10-0414

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows :

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to provide the City and County with a computer-aided dispatch (CAD), records management system (RMS) and jail management system (JMS) (jointly referred to as the "System"); provide a mechanism for allocation of operating expenses; and set out the Parties' rights and obligations regarding the System.

SECTION NO. 2: DURATION

This Agreement shall be effective on January 1, 2010 and run through December 31, 2014, unless one or all of the PARTIES give three hundred sixty (360) days written notice of termination to the other PARTIES.

SECTION NO. 3: ADMINISTRATION.

- A. The SHERIFF and Police Chief shall jointly be responsible for the administration of this Agreement and the providing policy direction.
- B. The CITY shall hire a System Administrator, who shall report to the Mayor or his/her designee. The System Administrator shall be responsible for the day-to-day management, care, custody and control of the System.

SECTION NO. 4: OWNERSHIP.

The System shall be owned sixty percent (60%) by the CITY and forty percent (40%) by the COUNTY. The CITY shall maintain a current listing of the System's components, including hardware and software. If a party acquires additional hardware and/or software not covered by this Agreement, the item shall be the property of the acquiring party, unless otherwise agreed. The System shall have no responsibility for hardware and software put on it without permission of the System Administrator.

SECTION NO. 5: COSTS.

- A. Operating costs are defined as:
 - 1) Acquisition, installation, operation, maintenance, repair and disposition of System hardware and software;
 - 2) Capital improvements to the System and office facilities;

10-0414

- 3) Personnel pay and benefits, to include the System Administrator and other employees mutually agreed upon among the PARTIES.
- B. The System shall bill its users for actual incurred operating costs based on the cost allocation plan approved by the PARTIES to this Agreement based on actual costs.
- C. Users will be billed on a quarterly basis no later than year following which services were provided, unless otherwise agreed by the System Administrator.
- D. Projected expenses for the coming year shall be provided to the users no later than September 1st.

SECTION NO. 6: INSURANCE

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

- a. Worker's 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 limit of not less than \$3,000,000 each occurrence for bodily injury and property damage;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- d. Professional Liability Insurance with a combined single limit of not less than \$3,000,000 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 (2) 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 CITY or its insurer(s) to the COUNTY.

10-0414

SECTION NO. 7: RELATIONSHIP OF THE PARTIES:

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY or SHERIFF shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY or SHERIFF for any purpose.

SECTION NO. 8: LIABILITY

For the purpose of this Section, the term COUNTY shall also include SHERIFF.

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. The Parties have specifically negotiated this provision.

10-0414

SECTION NO. 9: NOTICES

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 certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: Director of Regional Emergency Communication Systems
City of Spokane
1121 West Gardner Avenue
Spokane, Washington 99201

COUNTY: Chairperson of Board of County Commissioners
W. 1116 Broadway Avenue
Spokane, Washington 99260

SHERIFF: Spokane County Sheriff
Spokane County
1100 West Mallon Avenue

SECTION NO. 10: 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. 11: 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

10-0414

SECTION NO. 13: 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. 14: 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. 15: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** 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.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **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.
- E. **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.
- F. **SEVERABILITY:** 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

10-0414

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.

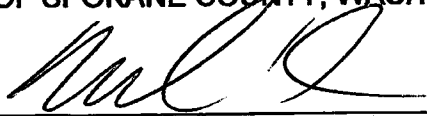
SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 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:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process. Neither party shall obligate the other party of an unbudgeted expense to the System. The CITY shall establish a separate financial fund for support of the System.
- G. **TERMINATION:** See Section No. 2 above.
- H. **DISPOSITION OF ASSETS.** In the event of termination of this agreement, the PARTIES shall cause a final accounting to be made, taking into account existing funds, outstanding accounts receivable and other obligations. All hardware and software shall be appraised for value. Assets or their proceeds shall be distributed between the PARTIES with the CITY receiving sixty percent (60%) and the COUNTY receiving forty percent (40%) of the value.
- I. **ADMINISTRATION.** See Section No. 3 above.

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

DATED: 5/4/10

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



MARK RICHARD, Chair


ATTEST:



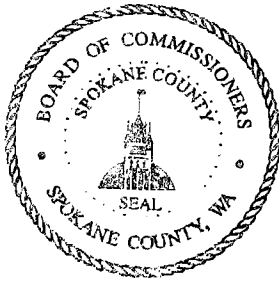
Daniela Erickson 10-0414
Clerk of the Board



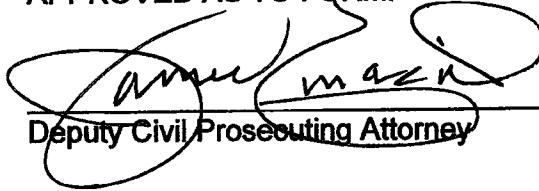
BONNIE MAGER, Vice-Chair



TODD MIELKE, Commissioner



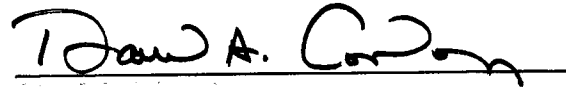
APPROVED AS TO FORM:



Deputy Civil Prosecuting Attorney

DATED: 3/14/2013

CITY OF SPOKANE

By: 

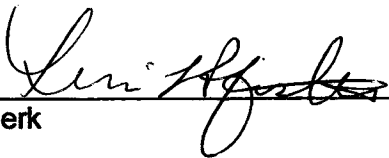
David A. Condon

Mayor

City of Spokane

Approved as to form:

Attest:



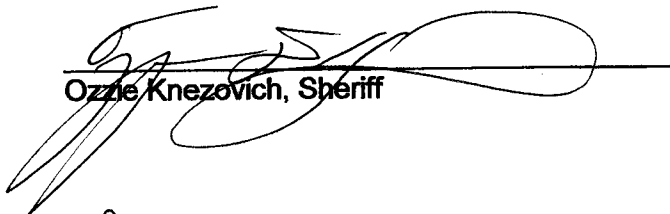
City Clerk



Assistant City Attorney

DATED: 3/29/13

SPOKANE COUNTY SHERIFF



Ozzie Knezovich, Sheriff

