

RESOLUTION NO. 1838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE CITY OF BOTHELL FOR DISPATCH / RECORDS MANAGEMENT SERVICES FOR THE PERIOD 2022-2026

WHEREAS, the City of Lake Forest Park has contracted with the City of Bothell for dispatch/records management services since the early 2000s; and

WHEREAS, the current agreement expired December 31, 2021; and

WHEREAS, the cities of Lake Forest Park and Bothell have negotiated a new Interlocal Agreement to provide for dispatch/records management services and support for a term of five years;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interlocal Agreement with the City of Bothell for Dispatch/Records Management Services for the period 2022-2026, a copy of which is attached hereto as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of February, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: February 4, 2022
PASSED BY THE CITY COUNCIL: February 10, 2022
RESOLUTION NO.: 1838

EXHIBIT A to Resolution 1838

INTERLOCAL AGREEMENT

Radio Dispatch/Records Management Services

This is an Agreement between the City of Bothell, a municipal corporation, "Bothell", and the City of Lake Forest Park, a municipal corporation, "Lake Forest Park."

RECITALS

- A. Lake Forest Park is located within King County, and Lake Forest Park has the authority and responsibility to provide police protection for its citizens. Bothell has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Bothell, including without limitation communication functions inherent in the provision of law enforcement (hereinafter referred to as "communication law enforcement service").
- B. Bothell is capable of providing communication law enforcement service within the corporate limits of Lake Forest Park. Lake Forest Park is desirous of obtaining communication law enforcement service from Bothell to assist it in fulfilling its obligation to its citizens, pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein, the parties agree as follows:

- 1. BOTHELL'S RESPONSIBILITIES. Bothell agrees to provide to Lake Forest Park communication law enforcement service, including but not limited to:**
 - 1.1 Answering 911 calls for Lake Forest Park police service in the Bothell Police Department Communications/911 Center (hereinafter referred to as the "Communications Center").
 - 1.2 Answering after business hours telephone calls and monitoring Washington Crime Information Center (WACIC) and/or National Crime Information Center (NCIC) terminals for Lake Forest Park police service in the Communications Center. "After business hours" are defined as holidays which require closure of the police department, 1700 to 0800 hours Monday through Friday, 1700 hours on Friday to 0800 hours on Monday, or during emergencies. Any requests for additional assistance, whether during business hours or after business hours, shall be made prior to the phones being transferred.
 - 1.3 Processing and dispatching, via radio or Mobile Data Computer (MDC), calls for service to Lake Forest Park police units.
 - 1.4 Providing general data and warrant services for Lake Forest Park. These services will be provided in compliance with applicable WACIC/NCIC and ACCESS policy guidance.
 - 1.5 Providing time sensitive after business hours WACIC/NCIC entries for stolen property, missing person/juvenile runaways, and vehicle impounds, if required.
 - 1.6 Providing entry of stolen vehicles immediately after Lake Forest Park obtains and sends a signed stolen vehicle sheet (and any other pertinent information) for WACIC/NCIC entry to the Communications Center.

- 1.7 Providing audio 911, business line, and radio recordings (within the 90-day retention period required by RCW), upon request. All non-Lake Forest Park requests for audio recordings shall first be processed by Lake Forest Park Records staff. Recordings made by the Communications Center will be sent to Lake Forest Park Records for review, public disclosure redaction, distribution, and case tracking.
- 1.8 Providing technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Bothell CAD/MDC server.
- 1.9 Maintaining equipment and database/applications associated with Computer Aided Dispatch (CAD) and Records Management System (RMS), excluding equipment or technology infrastructure owned or leased by Lake Forest Park.
- 1.10 Permitting a Lake Forest Park connection with the Bothell RMS/CAD/MDC network services.
- 1.11 Providing the following level of services from Information Service (IS):
 - Technical Service between 0800 hours and 1700 hours
 - Technical Support requested via email at helpdesk@bothellwa.gov to ensure requests are documented and that all available support staff are immediately aware of the need for support
 - Street Centerline GIS Data (updated annually)
- 1.12 Providing all such other services and responsibilities required of Bothell as outlined in the attached Exhibit A, incorporated herein by this reference.

2. LAKE FOREST PARK'S RESPONSIBILITIES. In order to receive communication law enforcement service from Bothell, Lake Forest Park shall:

- 2.1 Maintain and pay for such telephone lines and equipment as is required to route calls for Lake Forest Park to the Communications Center.
- 2.2 Provide, maintain and pay for such data transfer circuit(s) and equipment as is required to support a connection and interface with the Bothell (CAD) and (RMS).
- 2.3 Pay for any costs associated with Lake Forest Park contracting with Bothell's selected provider to permit wireless data transfer from Lake Forest Park (MDC) equipment to the Bothell MDC/CAD network server.
- 2.4 Provide, operate, and maintain Lake Forest Park's own radio equipment compatible with the King County Public Safety 800 MHz radio network on an 800 MHz talk group(s) designated by Bothell.
- 2.5 Identify one individual who will be Lake Forest Park's primary support professional for any IS related issues pertaining only to services provided by Bothell to Lake Forest Park.

- 2.6 Pay for any costs associated with Lake Forest Park's contractual relationship with the WACIC and the ACCESS information system managed by the Washington State Patrol and any additional costs to Bothell for inquiries and entry for Lake Forest Park.
- 2.7 Ensure that all hardware operating any software provided by Bothell meets the specification of the vendor providing service to Bothell and is approved by the designated Bothell IS staff providing service to Lake Forest Park.
- 2.8 Providing all such other services and responsibilities required of Lake Forest Park as outlined in the attached Exhibit A, incorporated herein by this reference.

3. TERM

- 3.1 This agreement is intended to be effective on January 1, 2022, regardless of date of execution, for a term of five (5) years. It may be terminated without cause only after one hundred twenty (120) days written notice received by one party, given by the other. This Agreement may be terminated for cause, if corrective measures have not commenced within ten (10) days after written notice, and substantially completed within thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. COMPENSATION

- 4.1 The Service Fee for the first year will consist of the total annual benefit package paid to one Bothell Public Safety Telecommunicator as determined by their American Federation of State, County, and Municipal Employees (AFSCME) contract. The Service Fee shall thereafter increase on an annual basis by the percent of increase in the total benefit package paid to one Bothell Public Safety Telecommunicator for that year, provided, however, that the annual percentage increase shall not exceed the annual increase in the Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers (CPI-U), (covering the 12-month period ending in November) for the previous year, but in no event higher than three (3) percent. The increase shall take effect on January 1 of each year.
- 4.2 The total benefits package paid to one Bothell Public Safety Telecommunicator is estimated to be One Hundred Eight Thousand, Seven Hundred Fifty-Four Dollars and Zero Cents (\$108,754.00) for 2022, One Hundred Twelve Thousand Sixteen Dollars and Zero Cents (\$112,016.00) for 2023, One Hundred Fifteen Thousand Three Hundred Seventy-Six Dollars and Zero Cents (115,376.00) for 2024, One Hundred Eighteen Thousand Eight Hundred Thirty-Seven Dollars and Zero Cents (\$118,837.00) for 2025, and One Hundred Twenty-Two Thousand Four Hundred Two Dollars and Zero Cents (\$122,402.00) for 2026.
- 4.3 In June of each year of this agreement, Bothell will review the Lake Forest Park generated call load for any increases to the call load generated by Lake Forest Park during the prior 12 months. The Service Fee shall be adjusted in writing by the parties within thirty (30) days of the completion of the review if the call load increases by ten percent (10%) or more over the existing call load. All related Service Fee increases shall be effective the subsequent year.

4.4 Lake Forest Park shall pay Bothell the amount of Sixty-Seven Thousand Three Hundred and Forty-Three Dollars and 60 Cents (\$67,343.60) for annual standard software licensing, and maintenance, and upgrades virtual server and licensing, storage hardware and licensing, backup storage and licensing, an application analyst, a systems administrator, and a GIS specialist for as long as the cities use New World Systems software, payable in four quarterly payments of Sixteen Thousand Eight Hundred Thirty-Five Dollars and Ninety Cents (\$16,835.90) upon receipt of invoice from Bothell.

5. RELATIONSHIP OF PARTIES

5.1 Bothell is acting hereunder as an independent contractor, with the intended following results:

- a. All persons rendering service hereunder shall be for all purposes employees of Bothell, although they may from time to time act for the benefit of Lake Forest Park.
- b. Control of personnel standards, employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Bothell.
- c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions shall be provided by Bothell.

6. INDEMNITY

6.1 Bothell shall defend, indemnify and hold Lake Forest Park, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Lake Forest Park.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Bothell and Lake Forest Park, its officers, officials, employees, and volunteers, Bothell's liability hereunder shall be only to the extent of Bothell's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Bothell's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

6.2 Lake Forest Park shall defend, indemnify and hold Bothell, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Bothell.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lake Forest Park and Bothell, its officers, officials, employees, and volunteers, Lake Forest Park's liability hereunder shall be only to the extent of Lake Forest Park's negligence. It is further specifically and expressly understood that the indemnification provided herein

constitutes Lake Forest Park's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

7. DISCRIMINATION

7.1 Bothell hereby certifies that it is an equal opportunity employer. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability.

8. NOTICES

8.1 All notices to the parties' wider terms of this Agreement, unless a different address or addressee is later identified in a written notice to the other party, shall be in writing, addressed as follows:

BOTHELL:

City of Bothell Police Department
Attn: Chief Ken Seuberlich
18410 101st Avenue NE
Bothell, WA 98011

LAKE FOREST PARK:

City of Lake Forest Park Police Department
Attn: Chief Mike Harden
17425 Ballinger Way NE
Lake Forest Park, WA 98155-5598

8.2 The persons noted above shall be the administrators of this Agreement.

9. AGREEMENT/MODIFICATION

9.1 This Agreement is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

10. PROPERTY

10.1 All property owned by each party at the commencement of this Agreement shall remain that party's property upon termination. Any property purchased during the term of this Agreement shall remain the property of the purchasing party upon termination.

DATE: _____

CITY OF LAKE FOREST PARK

By: _____

Its: _____

Approved as to form:

City Attorney

DATE: Jan 21, 2022 _____

CITY OF BOTHELL

By: 

Its: Interim City Manager _____

Approved as to form:

Paul Byrne
Paul Byrne (Jan 20, 2022 11:55 PST)

City Attorney

Exhibit A

GENERAL OPERATING PROCEDURES for the delivery of law enforcement communications service by the City of Bothell to the City of Lake Forest Park.

INTRODUCTION:

The Bothell Police Department Communications/911 Center (hereinafter referred to as the "Communications Center") is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide communication law enforcement service for Lake Forest Park, a general rule has been followed:

Standard practices and procedures with Lake Forest Park will not vary from existing Bothell communication law enforcement service procedures unless significant reasons dictate a variance.

This general rule should be applied to issues in dispute.

However, Bothell does recognize that providing high quality services to Lake Forest Park may necessitate some accommodation by Bothell in service delivery to satisfy service needs that are unique to Lake Forest Park policing.

A. RADIO USE, CALL RECEIVING AND DISPATCHING

The Lake Forest Park Police Department will abide by the Bothell Police Department radio procedures.

Lake Forest Park will use Bothell Main and Bothell Tac radio channels, which are both monitored and recorded by the Communications Center. The Lake Forest Park Tac radio channel is not monitored or recorded by the Communications Center.

The Communications Center will answer Lake Forest Park Police Department telephone calls for service, in conjunction with Bothell Police Department telephone calls for police services, including business calls after hours or whenever the Lake Forest Park Police Department is unable to answer business calls during regular business hours. Courtesy notification should be made to the Communications Center by the Lake Forest Park Police Department prior to routing business calls to the Communications Center during regular business hours. Courtesy notification should also be made well in advance of any large-scale events or enforcement emphases in Lake Forest Park or surrounding areas that might increase calls for service and/or require the need to adjust or augment Communications Center staffing levels.

The Lake Forest Park Police Department calls will receive the same screening and processing by all call receivers, including entry in the Computer Aided Dispatch (CAD) system, when appropriate. The processed calls will be classified by incident nature and prioritized equally with Bothell Police Department calls.

Upon the conclusion of any incident entered in CAD, Lake Forest Park police officers will provide the Communications Center with an appropriate disposition code.

The Communications Center will provide audio searches and duplications from logging recorders upon written request from the Lake Forest Park Police Department. Requests for audio record requests made by Lake Forest Park will be completed by the Communications Center and returned to Lake Forest Park for dissemination and case tracking. Lake Forest Park shall provide any media necessary to produce these recordings. Records requests for audio searches/duplication services that require extensive labor may be billed in the amount of \$40 per hour to be determined on a case-by-case basis.

The Lake Forest Park Police Department will be responsible for making supervisor call-out and other call-out notifications. This responsibility shall not be delegated to the Communications Center, though the Communications Center may be able to provide assistance if there are extenuating circumstances.

B. DATA AND WARRANT SERVICES

1. General

The Lake Forest Park Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

The Bothell Police Department will provide all WACIC services currently possessed by Bothell to the Lake Forest Park Police Department consistent with Communications Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accuracy and validity of data in WACIC. The Lake Forest Park Police Department must assist the auditing of the Bothell Police Department's data entries if required.

2. Arrest Warrants

Communications Center personnel will enter original arrest warrants from the Lake Forest Park Municipal Court into WACIC. The Communications Center has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests.

- a. The Lake Forest Park Municipal Court shall be responsible for the delivery of original warrants (not copies) to the Bothell Police Department. The warrants and attachments will be screened for completeness and incomplete warrants will be returned for correction. Communications Center personnel will then enter the original warrants into WACIC. Original warrants will be filed and maintained in the warrant storage area within the Communications Center. Warrant entries into WACIC must be made from original warrants, which are in the possession of the Communications Center. Warrant confirmations will be made by the Communications Center 24 hours a day.

- b. The Lake Forest Park Municipal Court and the Lake Forest Park Police Department are responsible for immediately notifying the Communications Center of changes to the status of arrest warrants. Any changes (e.g., recalled warrants, etc.) sent to the Communications Center should be confirmed with a follow-up phone call to verify receipt of the change.
- c. The Lake Forest Park Municipal Court will place an expiration date on their warrants in accordance with WACIC expiration requirements. Communications Center personnel will periodically purge these warrants using the expiration date, and will return the purged warrants to the court.
- d. The Communications Center will conduct validations of Lake Forest Park warrants and notify the Lake Forest Park Municipal Court of any discrepancies found.
- e. The Lake Forest Park Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
- f. If the Lake Forest Park Police Department elects to book a prisoner into jail, the Communications Center must immediately be notified. The Lake Forest Park Police Department or their court must immediately advise the Communications Center by radio, phone or fax of incidents when a warrant is served and bail is posted at either that department or court. Communications Center personnel will then clear the WACIC entry.
- g. To preclude re-arrests on the same warrant, the Bothell Police Department strongly urges the Lake Forest Park Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies or permit file copies to leave their station facility. The Lake Forest Park Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.
- h. Cash bail for any verified warrant can be accepted during business hours by the Lake Forest Park Municipal Court or the Lake Forest Park Police Department, and after hours by the Bothell Police Department.

3. Stolen Vehicles

Lake Forest Park Police Department personnel may enter stolen vehicles into WACIC by utilizing their Department ACCESS/WACIC terminal. Communications Center personnel will enter stolen vehicles into WACIC after hours or when requested by Lake Forest Park.

The Lake Forest Park Police Department will send the information to the Communications Center immediately after completing a Vehicle Theft Report, signed by the victim. Communications Center personnel will make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Lake Forest Park Police Department and be readily available to the Communications Center for verification purposes. The Lake Forest Park Police Department must immediately report to the Communications Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Lake Forest Park Police Department with the appropriate case number. Communications Center personnel will make the proper notifications and arrangements with the originating agency at the time of recovery.

4. Vehicle Impound

Lake Forest Park Police Department personnel may enter abandoned vehicles and police impounds into WACIC by utilizing their Department ACCESS/WACIC terminal. Communications Center personnel will enter abandoned vehicles and police impounds into WACIC after hours or when requested by Lake Forest Park.

The Lake Forest Park Police Department will maintain their own contracts with tow companies. Contract renewals or modifications should be completed prior to their expiration dates because tow company names automatically disappear from the prioritized selection list in CAD when a contract expires.

5. Stolen Property

Lake Forest Park Police Department personnel may enter stolen property/item information into WACIC, or remove a stolen property entry from WACIC, by utilizing their Department ACCESS/WACIC terminal.

Lake Forest Park Police Department personnel may request stolen property data entry or removal by Communications Center personnel after hours or whenever they are unable to make immediate WACIC entry.

6. Missing Person/Juvenile Runaways

Communications Center personnel will enter the Lake Forest Park Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC after hours or when requested. The Lake Forest Park Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. The Lake Forest Park Police Department will be required to immediately notify the Communications Center of any changes (e.g., runaway is back home, etc.).

After receiving a police report case number, the Lake Forest Park Police Department will send the number to the Communications Center and provide sufficient information to enter missing persons and runaway Juveniles into WACIC. Communications Center personnel will make the appropriate WACIC entry. A copy of the case report will be maintained at the Lake Forest Park Police Department.