

RESOLUTION NO. 23-1917

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AN AGREEMENT WITH THE
NORTH EAST KING COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY (NORCOM) FOR
INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the City Council of the City of Lake Forest Park has authorized an interlocal agreement with the North East King County Regional Public Safety Communications Agency (NORCOM) for police dispatch and records management services effective November 1, 2023; and

WHEREAS, to transition to NORCOM services requires the City to implement and maintain an interface system to auto-tag CAD (computer aided dispatch) calls with body camera video; and

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 Information Technology Additional Services Agreement by and between Lake Forest Park Police Department and NORCOM in substantially the same form as Attachment 1 hereto.

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 14th day of September, 2023.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matt McLean
City Clerk

FILED WITH THE CITY CLERK: September 8, 2023
PASSED BY THE CITY COUNCIL: September 14, 2023
RESOLUTION NO.: 23-1917

EXHIBIT A to Resolution 23-1917



INFORMATION TECHNOLOGY ADDITIONAL SERVICES AGREEMENT by and between Lake Forest Park Police Department and NORCOM

THIS AGREEMENT FOR the Axon Body Camera project services is entered into by and between the Lake Forest Park Police Department ("LAKE FOREST PARK") and the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY ("NORCOM", and together as the "Parties").

WHEREAS, LAKE FOREST PARK is intending to become a party to the October 2007 Northeast King County Regional Public Safety Communications Agency Interlocal Agreement (the "Interlocal Agreement") and will become a Principal of NORCOM (as defined in the Interlocal Agreement), as of November 1, 2023; and

WHEREAS, LAKE FOREST PARK is in need of NORCOM IT services to implement and maintain an Integration runtime interface to pull call data and send it to Axon for auto-tagging with video evidence files from Evidence.com

WHEREAS, at the request of LAKE FOREST PARK, NORCOM has agreed to provide such services for LAKE FOREST PARK; and

WHEREAS, LAKE FOREST PARK has agreed to fund the costs related to the provision and management of those services as indicated herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT FOR IT SERVICES. NORCOM agrees to participate in the planning process and to provide interface implementation services to LAKE FOREST PARK during the term of this Agreement. Such services to be provided by NORCOM under the terms of this Agreement shall include the services set forth in Exhibit A, which is incorporated herein by this reference. Implementation services shall be provided by NORCOM IT staff members.

See Exhibit A: Scope of Services for a detailed list of services included in this agreement.

If LAKE FOREST PARK requires NORCOM IT services beyond those specified in Exhibit A in this Agreement, provided NORCOM agrees to deliver such services, a contract amendment shall be set forth in writing and shall be executed by the Parties hereto.

SECTION 2. LAKE FOREST PARK RESPONSIBILITIES. LAKE FOREST PARK hereby agrees as follows during the term of this Agreement:

- (a) **Designated Representative.** LAKE FOREST PARK shall designate in writing a person to act as its representative with respect to the services described in Exhibit A. LAKE FOREST PARK agrees to promptly notify NORCOM in writing of any changes to its designated representative.

SECTION 3. COMPENSATION. Compensation for the services to be provided by NORCOM to LAKE FOREST PARK under the terms of this Agreement shall be as set forth in Exhibit B, which is incorporated herein by this reference. For hourly and other fees as described in Exhibit B, NORCOM shall

send an invoice to LAKE FOREST PARK for such services performed upon completion. LAKE FOREST PARK shall remit payment for undisputed fees to NORCOM within 30 days of receipt of the invoice.

SECTION 4. OWNERSHIP AND USE OF DOCUMENTS. All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by NORCOM as part of its performance of this Agreement shall be owned by and become the property of LAKE FOREST PARK and may be used by LAKE FOREST PARK for any purpose beneficial to LAKE FOREST PARK. Public records requests are the responsibility of LAKE FOREST PARK. Metadata imported into Axon's system shall be the responsibility of LAKE FOREST PARK.

SECTION 5. NOTICE. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or 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:

To NORCOM:

NORCOM
Attn: Deputy Director of Administration
PO Box 50911
Bellevue, WA 98015-0911

To LAKE FOREST PARK:

Lake Forest Park Police Department
Attn: Chief of Police
17425 Ballinger Way NE
Lake Forest Park, WA 98155

SECTION 6. INSURANCE. Each Party hereto shall maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with a minimum coverage of \$ 2,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of such Party's membership and coverage in a self-insured municipal insurance pool. Limits of coverage's, exclusions, and limits of liability shall be satisfactory to the other Party.

SECTION 7. INDEMNIFICATION. NORCOM shall defend, indemnify and hold harmless LAKE FOREST PARK and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of NORCOM, its agents, officers, employees or assigns, in performing any act or service pursuant to this Agreement.

LAKE FOREST PARK shall defend, indemnify and hold harmless NORCOM and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of LAKE FOREST PARK, its officers, employees, assigns or third-party contractors, in performing any act or service pursuant to this Agreement.

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 NORCOM and LAKE FOREST PARK, then each Party's liability shall only be to the extent of its negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. This indemnification shall survive the expiration of this Agreement.

SECTION 8. MISCELLANEOUS.

(a) Equal Opportunity. Neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between LAKE FOREST PARK and NORCOM under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

(c) Attorney's Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

(d) Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

(e) Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

(f) No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

(g) Compliance with all Laws. The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

(h) 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.

(i) Assignment. The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

G) Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if LAKE FOREST PARK fails to pay for the services provided by NORCOM, can cease providing such services until payment is made.

SECTION 9. REPRESENTATION AND WARRANTIES.

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such Services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

9.2 NORCOM Warranties and Representations. NORCOM represents and warrants that the Services will be performed in a professional and workmanlike manner, consistent with applicable industry standards and the corresponding specifications set forth in the applicable Statement of Work and Service Level commitments.

- (a) Deliverables. NORCOM represents and warrants that each deliverable shall meet and conform to its applicable specifications as provided herein following its acceptance and during the Term. NORCOM also represents and warrants that the Service, in whole and in part, shall operate in accordance with the applicable approved configuration documentation, and this Agreement.
- (b) Services. NORCOM represents and warrants that (a) It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality, (b) It shall give due priority to the performance of the Services, and (c) time shall be of the essence in connection with performance of the Services.
- (c) Maintenance Services Warranty. NORCOM warrants that, in performing the services under the Agreement, NORCOM shall substantially and materially comply with the descriptions and representations as to the services, including performing capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Agreement. Errors or omissions committed by NORCOM in the course of providing the Services shall be remedied as set forth herein.
- (d) Warranty of Compliance with Applicable Law. NORCOM warrants the Services shall comply with all applicable Federal, State and local laws, regulations, codes and ordinances to which it is subject.

SECTION 10. TERM OF AGREEMENT. This Agreement shall take effect on September 1, 2023 and shall remain in effect until either party terminates this agreement or when project work is completed by either Party. Either Party may terminate this Agreement by providing 60 days written notice to the other Party. Either Party may terminate this Agreement at any time prior to the time compensable services begin under this Agreement.

SECTION 11. EXECUTION. This Agreement shall be executed for the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

DATED this 5th Day of September, 2023.

NORCOM

Lake Forest Park Police Department

By: William Hamilton
William Hamilton
Executive Director
NORCOM

By: Jeff Johnson
~~Chief Mike Harden~~ Jeff Johnson
~~Police Chief~~ Mayor
~~Lake Forest Park Police Department~~
City of Lake Forest Park

Appendix A:
Scope of Services

NORCOM agrees to work with LAKE FOREST PARK's vendor, Axon, to implement a Tyler CAD to AXON interface to auto-tag CAD calls with body camera videos:

- Use code in an Axon provided stored procedure to create a view on a NORCOM server for Axon to obtain its data.
- Modify the SQL Server view to provide just the agency's data. Selection will be by the Originating Agency Identifier (ORI).
- Installation of the Axon provided Integration Runtime application on a NORCOM server.
- Schedule the application to run at regular intervals -OR- enable the application as a service (depending on what kind of application it is)
- Ensure continued operation of their application.

The following types of work are out of scope of this Agreement and will not be provided by NORCOM, which means that they are not covered under this Agreement and represent services NORCOM does not plan to offer. These services include but are not limited to:

- Re-development work required due to Axon system upgrades or changes. Should Axon system changes cause the interface to fail additional costs associated with rebuilding the interface can be negotiated and agreed to by the parties.

Appendix B:

Table 1: Compensation

Compensation for the services provided under this Agreement shall be as follows:

Service/Expense	2023/2024 Cost/Rate	Terms
Flat Service Fee	\$1,750	Up to 10 hours of work to scope, build, test and implement the approved services.
Maintenance Fee	\$500	Annual fee to provide continued support of the interface. Interface is not considered mission critical and will not receive after hours support.
Additional Services Fee	\$125/hour	In the event the City requires work considered outside the scope of this agreement, NORCOM will provide work the referenced rate. Work outside the scope of this agreement include matters such as repairs required due to actions of the vendor. Work hour estimates will be provided and mutually agreed upon before the outside scope of work is initiated.
After Hours Support	\$187.50	Not provided under this agreement. Exceptions for critical high priority issues must be approved by Lake Forest Police Chief.
Mileage IRS rate	IRS standard rate	For any travel incurred for the implementation or maintenance of the interface.
The hourly rates and fees in this agreement shall be increased 2% each calendar year.		

Description of Services

This section describes various services available from NORCOM IT Staff. Not all services may be included in this agreement. Refer to Table 1: Compensation above for specific compensable services included in this agreement.

Initial Set Up

Includes administrative set up, billing, remote software licenses, additional support equipment and tools necessary for services provided under this Agreement. The initial set up fee shall be due and payable within 30 days of the effective date of this Agreement.

Credit hours

Credit hours NORCOM agrees to work on this project before billing hourly service fees. The number of credit hours varies on the project scope and internal resource availability.

Flat Service Fee

Costs associated with specific services identified in the statement of work.

Additional Services Fee

Hourly rate for services that fall outside the scope of work outlined in this Agreement, which shall be billed in 15-minute increments. More than seven minutes spent on a task will trigger the additional 15-minute increment. Depending on the scope of work different hourly service fees may apply and will be detailed in the compensation table above.

After Hours Support 1.5 times hourly service fee

After hours support calls are outside of normal business hours – Monday - Friday, 7 am to 5 pm, excluding holidays. Hours worked during this time will be billed at time and a half (1 and ½). After hours support calls will be billed at a minimum of 30 minutes per call, then time based on actual time worked over 30 minutes.

Overtime Hourly Service Fee

Overtime hourly service fee, billed in 15-minute increments. All hours worked toward the agreement by any NORCOM staff member are included in the overtime calculation. The trigger for overtime must be included in the terms column in Table 1: Compensation.

Maintenance Fee

Annual maintenance charge to offset support work necessary throughout the year, and recoup administrative and overhead costs.

Mileage IRS rate – Current standard rate

Mileage is billed based on the IRS standard rate at the time if an onsite visit is required.