

RESOLUTION NO. 07-436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT FOR USE OF CITY OWNED PROPERTY BETWEEN THE CITIES OF AUBURN, BLACK DIAMOND, ALGONA AND PACIFIC ("CITIES")

WHEREAS, the City has need to access information through the National Crime Information Center ("NCIC") and the Washington Crime Information Center ("WACIC") records; and

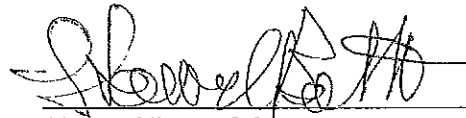
WHEREAS, the City does not currently maintain the staffing levels required for monitoring NCIC and WACIC; and

WHEREAS, the City of Auburn has agreed to act as a terminal agency for teletype hit confirmation for the City, Auburn, Pacific and Algona associated with the National Crime Information Center ("NCIC") and the Washington Crime Information Center ("WACIC") records; and

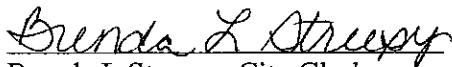
WHEREAS, Auburn currently maintains staff on a twenty-four hour, seven days per week level and has the ability to monitor in-coming teletype hits for the Cities; now, therefore

BE IT RESOLVED that the Mayor is hereby authorized to enter into the Interlocal Agreement for use of City Owned Property, substantially in the form attached as Exhibit A;

ADOPTED by the City Council at an open public meeting held on the 19th day of April, 2007.


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

INTERLOCAL AGREEMENT FOR WSP ACCESS, NCIC AND WACIC AGENCY SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the CITY OF AUBURN, a Washington municipal corporation (hereafter referred to as "AUBURN") in the State of Washington and the CITIES OF BLACK DIAMOND, ALGONA, and PACIFIC, Washington municipal corporations, (hereafter referred to as the "CITIES") to establish a written Agreement for AUBURN to act as a terminal agency for teletype hit confirmation for the CITIES associated with National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC) records.

WHEREAS, the CITIES want to maintain the ability to enter the Washington State Patrol's (WSP) Central Computerized Enforcement Service System ("ACCESS"). ACCESS is the "switch" that provides state of Washington agencies access to state, interstate, and national records management systems, including Washington State Identification System ("WASIS"), WACIC, NCIC, and Department of Licensing ("DOL") for running license plates, and

WHEREAS, the WSP requires that all terminal agencies that enters records destined for NCIC/WACIC must ensure teletype inquiry confirmation is available for all records, except Interstate Identification Index ("IIP"), 24 hours per day either at the agency or through written agreement with another agency, and

WHEREAS, the CITIES do not currently maintain staffing levels required for monitoring the teletype for hits 24 hours a day, and

WHEREAS, AUBURN is engaged in various municipal functions, including law enforcement activities, and

WHEREAS, AUBURN currently maintains staff on a twenty-four hour seven days per week level and has the ability to monitor in-coming teletype hits for the CITIES, and

WHEREAS, there is strong support for effective communication amongst police agencies.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, AUBURN and the CITIES hereto agree as follows:

1. **Monitor in-coming teletype notifications.** AUBURN will monitor the CITIES in-coming hit notification/confirmation requests during the following hours:
 - **Weekends** - beginning at 5:00pm Friday evening until 8:00am Monday morning.
 - **Weekdays** – between the hours of 5:00pm and 8:00am Monday through Friday.
 - **Holidays** – from 5:00pm the day before the holiday until 8:00am the day after the holiday

2. **Payment.** The CITIES (BLACK DIAMOND, ALGONA, and PACIFIC) will each pay ONE THOUSAND and NO/100THS DOLLAR(S) (\$1,000) annually to AUBURN, which payment shall be made on or before the 1st day of January, each year during the term of this Agreement.

3. **CITIES Responsibilities.** The CITIES will certify officers at ACCESS Level II, with the understanding that their officers shall be responsible upon confirmation to clear the record in WACIC/NCIC. There may be the occasion when an officer is temporarily not certified at Level II, in which case the CITIES officer is responsible for following-up and requesting AUBURN to process the "clear" on the WACIC/NCIC entry.

CITIES must place instructions for after hour hit confirmation in the miscellaneous field to include the Auburn Police Department telephone number as the agency responsible for after hour hit confirmations.

Once a CITIES agency is notified that they have received a teletype hit via dispatch that agency will send an officer to their station to pull a paper copy of the hit record and confirm. If the record is confirmed, the CITIES' officer is responsible for clearing the record in WACIC/NCIC.

4. **AUBURN Responsibilities.** Auburn will monitor the teletype for incoming inquiry (YQ) messages. When a YQ "hit" is received at AUBURN for one of the CITIES, AUBURN records specialist staff will send a response (YR) message advising the requesting agency that if they do not receive confirmation from the initiating CITIES agency within 20 minutes, to call AUBURN at an after hours confidential phone number.

AUBURN shall then call Valley Communications 911 "Valley Com" and identify which of the CITIES received a YQ, "hit", and provide the necessary details of the hit.

5. **Insurance.** AUBURN shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. AUBURN shall furnish evidence, satisfactory to the CITIES, of all such policies. During the term hereof, AUBURN shall maintain the following insurance policies:

- a. Commercial General Liability ("CGL") insurance, including automobile and property damage, insuring AUBURN against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by AUBURN of its obligations hereunder, with minimum liability limits of \$1,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.

In lieu of the insurance requirements as stated above in Section 5. AUBURN represents and warrants to the CITIES that (a) AUBURN is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of 123 municipal corporations in the State of Washington, and (b) WCIA has at least \$5,000,000 per occurrence of liability coverage that is applicable in the event an incident occurs that is deemed attributed to the negligence of a member.

6. **Indemnification.** Each party to this Agreement shall indemnify and hold the other parties to this Agreement and their agents, employees, and/or officers, harmless from and shall process

and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, including attorney fees, brought against the indemnified party(ies) arising out of, in connection with, the indemnifying party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the indemnified party(ies), its/their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying party; and provided further, that nothing herein shall require the indemnifying party to hold harmless or defend the indemnified party(ies), its/their agents, employees and/or officers from any claims arising from the negligence of the indemnified party(ies), its agents, employees, and/or officers. No liability shall attach to any party merely by reason of entering into this Agreement except as expressly provided herein.

7. **Compliance with Regulations and Laws.** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.
8. **Assignment.** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.
9. **Attorneys' Fees.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.
10. **Notices.** All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To AUBURN:
Attn: James Kelly, Chief of Police
Auburn Police Department
340 East Main, Suite 201
Auburn, WA 98002
Phone: (253) 931-3081
FAX: (253) 931-5108

To ALGONA:
Attn: _____

Phone: _____
FAX: _____

To BLACK DIAMOND:
Attn: _____

Phone: _____
FAX: _____

To PACIFIC:
Attn: _____

Phone: _____
FAX: _____

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if

properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

11. **Nondiscrimination.** Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sexual orientation, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

12. **Miscellaneous Terms.**

- A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in of the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington.
- C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- D. The duration of this Agreement shall be for one (1) year. The term of this Agreement shall automatically convert to a year to year duration commencing on the 1st day of January 2008, and may be terminated by either party hereto by providing the other party with at least forty-five (45) days written notice prior to the termination of the Agreement.
- E. The financial impact to AUBURN for this agreement is undetermined at the commencement of this agreement. At the end of the first year, December 31, 2007, AUBURN reserves the right to negotiate with the CITIES to establish an annual fee with the CITIES to reflect AUBURN's actual cost for services rendered to the CITIES before continuation of the agreement.
- F. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- G. The purpose of this Agreement is to accomplish the objectives of this Agreement.
- H. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.
- I. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- J. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- K. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

- L. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time AUBURN shall have the right to terminate the Agreement.
- M. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- N. Copies of this Agreement shall be filed with the Auditor's Office of the county in Washington State in which the property or project is located, and if not site specific, then in the King County Auditor's Office; the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



 Mayor, City of Black Diamond

6/5/07


 Date

 Mayor, City of Pacific

 Date

 Mayor, City of Algona

 Date

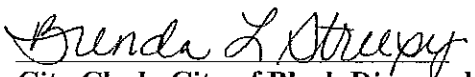


 Mayor, City of Auburn

MAY 7 2007

 Date

ATTEST:



 City Clerk, City of Black Diamond

6/5/07

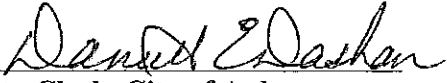
 Date

 City Clerk, City of Pacific

 Date

City Clerk, City of Algona

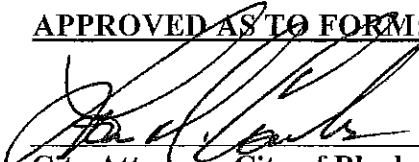
Date



City Clerk, City of Auburn

MAY - 7 2007
Date

APPROVED AS TO FORM:



City Attorney, City of Black Diamond

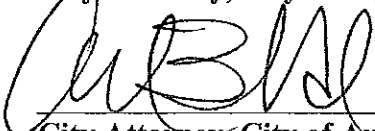
06/07/07
Date

City Attorney, City of Pacific

Date

City Attorney, City of Algona

Date



City Attorney, City of Auburn

MAY 7 2007
Date