

**INTERLOCAL COOPERATIVE AGREEMENT FOR A
PUBLIC SAFETY, AND JUSTICE DATA MANAGEMENT SYSTEM**

THIS AGREEMENT, made and entered into by and between the City of Olympia, hereinafter referred to as "Olympia", and those cities and government agencies located within Thurston County which are a signatory hereto, hereinafter referred to as "Cities".

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, authorizes each of the parties to this Agreement to establish a local organization for Public Safety Data Management; and

WHEREAS, it is in the best interest of all of the citizens of Thurston County that all of the law and justice agencies in the County cooperate and coordinate with each other in developing data management programs; and

WHEREAS, a unified approach to providing public safety data management is cost efficient and can prevent the duplication of effort; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

I. PURPOSE

It is the purpose of this Agreement to provide for the effective and economical coordination and management of a data system for police, fire, jail and court needs in Thurston County. This includes developing an integrated system of data management, acquiring the necessary equipment for the system and ongoing activities related to the day to day operation and management of the data management system.

II. PUBLIC SAFETY DATA MANAGEMENT OPERATIONS BOARD

A. There is hereby created an administrative board to be called the "Operations Board." The Operations Board will be responsible for ensuring this Agreement is followed in acquisition, holding and disposal of any real and/or personal property used in this joint Agreement.

The Operations Board shall bear full responsibility for insuring that the system and any Criminal History Records Information received by means of such system shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760 (3) and Chapter 314, Laws of 1977, 1st Ex. Sess., as now or hereafter amended. The Operations Board shall establish rules and regulations governing access to, security for, and operation of the data network and any Criminal Justice Records Information received by means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 43.43 RCW, and Chapter 314, Laws of 1977, 1st Ex. Sess., as the same now exists or may hereafter be amended and RCW 10.97 as the same now exists or may hereafter be amended.

- B. **Composition of Operations Board:** The Operations Board shall consist of the following members or their designee:

The Chief of Police of Olympia

The Chief of Police of Lacey

The Chief of Police of Tumwater

The Fire Chief of Olympia

The Chief of Police of Yelm

The Olympia, Tumwater and Lacey Information Services Managers, provided that each shall be an advisory, non-voting member

The CAPCOM Director, provided that he/she shall be an advisory, non-voting member.

III. ADMISSION OF NEW PARTIES

Additional public entities may be added as new parties to this Agreement upon such terms and conditions as are agreed upon by the parties at that time. The admission of such additional parties shall be by written addendum to this Agreement, signed by all parties, including the new party.

IV. FINANCES AND BUDGETING

- A. There is hereby created and established a special pooled fund, designated the "Intergovernmental Data Management Fund". It is agreed by the parties hereto that said fund shall be maintained and administered by the City of Olympia unless otherwise organized by the Operations Board. All monies received for the account of the Operations Board, including financial contributions by the parties to this Agreement in accordance herewith, shall be deposited in said fund.
- B. The budget for the Operations Board shall be established by Olympia no later than December 31 for the ensuing calendar year. The Operations Board shall draft a preliminary budget recommendation and submit such recommendation to its member agencies. This recommendation shall be submitted to member agencies by July 1 so as to be included in the agencies' budget process for the following year. The final recommendation shall be submitted to Olympia no later than September 1 for inclusion in the Olympia City budget for the ensuing year.
- C. Revenue to support the annual budget shall be derived from the following sources:
1. Federal or State funds.

2. Grants (other than Federal or State), contributions, charges for services, and donations by other agencies, groups, or individuals not signatory to this Agreement. This may include Medic I program funds.
 3. Voter approved assessments.
 4. Member agencies shall be responsible for that portion of the annual budget not funded by sources 1 and 2 above. Each political subdivision shall contribute to the cost of the budget on a per capita basis in accordance with the most recent population census. For purposes of the first five (5) years of this Agreement, the allocation of costs shall be as follows: Olympia 50%, Tumwater 16%, Lacey 31%, and Yelm 3%.
- D. The Operations Board shall authorize expenditures from the Intergovernmental Data Management Fund in accordance with the approved budget for the Operations Board (annual budget for expenditures).

V. PROPERTY AND EQUIPMENT

- A. The Operations Board, through an arrangement with the City of Olympia (as defined below), shall maintain the custody and control of all acquired or borrowed property and equipment.
- B. The ownership of all property, equipment, and monies owned by signatory agencies prior to the execution of this Agreement shall remain the property of said agencies notwithstanding its use of the Operations Board subsequent to the execution of this Agreement.
- C. The ownership of property, equipment, or monies acquired by or through the Operations Board on or after the execution of this Agreement shall be shared by the parties to this Agreement in proportion to the financial contribution of each party in the year of acquisition of such property, equipment, or monies.
- D. The ownership of property or equipment loaned or contributed for use by the Operations Board by any party hereto shall remain with the loaning or contributing party.
- E. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within ninety (90) days following the date of the party's withdrawal.

VI. SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

The Operations Board may instruct Olympia to provide service, equipment, and personnel to participating political subdivisions to assist them in effecting operational plans and programs related to the purposes of this Agreement. Any such provision or use of

services, equipment, and personnel shall be in accordance with the adopted budget for the Operations Board.

A. Role of Agencies :

1. Contract from NWS requires one person to act as customer liaison. Olympia ISD staff will serve as the liaison for the NWS for the term of the first five years of the agreement. Should Olympia be removed after the first five-year period, liaison status for continuing operation of the system will be determined by the Operations Board for the next contract period.
2. Olympia will act as housing agency during its term as lead agency for the equipment required to operate the system.
3. Olympia shall be responsible for technical support (hardware and software) for the initial term as lead agency for the system. Olympia will be responsible for the data communications on the network up to the interface with the other contracting agencies. All communications and technical services required by these agencies can be provided by Olympia on an hourly fee basis.
4. Only software developed by NWS will be used for this system. Custom programs can be proposed through the Operations Board. If proposed customization impacts set policy or has financial impact, then the change must have final approval from the Operations Board.
5. Each department is responsible for conversion of their own records; the technical support subcommittee, made up of members from each participating jurisdiction, will meet to set standardized recommendations for data conversion.
6. Parties hereto will identify participants to develop a project management schedule for systems implementation and definition of systems performance measurement criteria. Participants will also define success criteria for all custom programming code being developed by NWS, the CAPCOM interface, IBR interface/reports, WACIC/NCIC interface, and WAFIR/NFIR interface.
7. Twenty-four hour notice will be given before planned computer hardware or software services requiring system downtime are performed.

B. For purposes of this Agreement, the liaison shall be a responsible person employed and assigned by the Operations Board to act as liaison between the Operations Board and NWS for the first five (5) years of this Agreement. The Operations Board shall review the status of the liaison and appoint a successor at

the end of the first period. The responsibilities and authority of the liaison are as follows:

- a. Responsible for obtaining responses to all of NWS's requests for information;
 - b. Authority to sign for and obligate Customer to any changes relating to design, costs and delivery dates; and
 - c. Authority to sign acceptance test documents if requested by NWS evidencing systems performance of each application of the licensed software pursuant to the application systems test procedures specified in the NWS contract.
- C. For purposes of this Agreement, the term NWS shall mean the current version of New World Systems (NWS) standard and development application software packages listed in NWS contract Exhibit A. "Development" software includes application software currently under development by NWS which, if applicable, will be completed and delivered to Customer as licensed standard software during the term of the agreement with NWS.
- D. Technical support, for purposes of this Agreement, shall be defined as support for programs, limited to the software purchased under this Agreement, including failure to execute, system generated error conditions and general function questions (questions may be forwarded as requested for additional training when applicable.)

Support for hardware, limited to the computer purchased by the Interlocal Agreement and the communication equipment up to the modem or receiving equipment at the remote site, includes assuring central computer and session availability to all sites.

Staff will be available during day work hours and a phone contact number will be provided for other hours support. Technical support will also be the "customer liaison" for the New World System per contract agreement.

VII. OPERATIONS BOARD EMPLOYEES AND AGENTS

For the initial five-year term of this Agreement, the City of Olympia shall be considered the lead agency to administer the budget for the Operations Board and provide other administrative duties set forth herein. As lead agency, the City of Olympia shall also be the licensee of the software and hardware which comprise the system, or which is otherwise referred to in this Agreement.

After the initial five-year term, the parties to this Agreement may in its discretion remove the City of Olympia as lead agency by a majority vote of the Operations Board; provided that the City of Olympia must be included in the majority in any such vote; and provided

further, the City of Olympia shall not be removed as lead agency under this section without being given notice of such removal at least one (1) year in advance.

VIII. DURATION

This Agreement shall be for a minimum term of five years commencing December 1, 1993 and ending November 30, 1998 and unless terminated or modified, it shall continue in effect for subsequent terms of one year: PROVIDED, any party may withdraw from this Agreement as set forth in Section IX.

IX. WITHDRAWAL

Any party to this Agreement may withdraw from this Agreement effective December 31 of any year during the term hereof, provided such notice to withdraw is provided in writing ninety (90) days prior to said December 31. Withdrawal from this Agreement does not relieve the party from financial obligations set forth herein for the applicable term(s) of this Agreement. Any party that withdraws shall continue to be responsible for any obligation created by virtue of being part of this Agreement, including but not limited to its share of purchase costs of equipment, etc. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party.

X. TERMINATION

This Agreement may be terminated effective December 31 of any year during the term of this Agreement in the event a majority of the signatory agencies exercise their right to withdraw from this Agreement as set forth in Section IX.

XI. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing and signed by all parties.

XII. INDEMNITY

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XIII. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the

XII. INDEMNITY

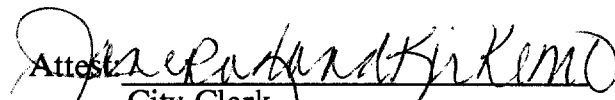
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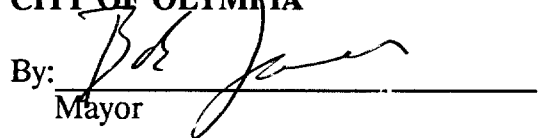
XIII. SEVERABILITY

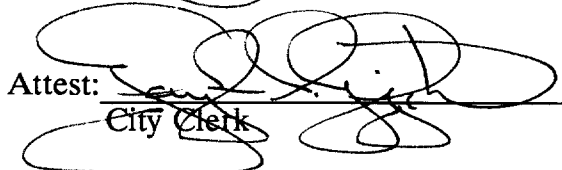
- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

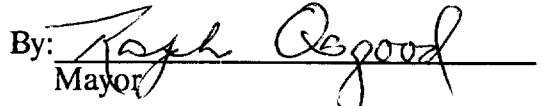
XIV. ENTIRE AGREEMENT

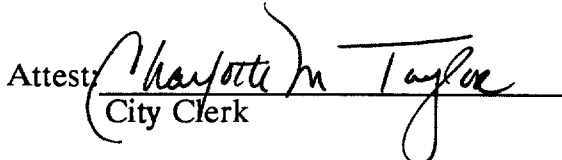
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

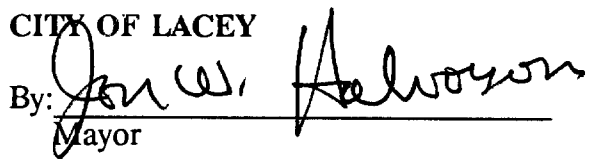
Attest: 
City Clerk

CITY OF OLYMPIA
By: 
Mayor

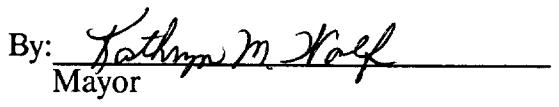
Attest: 
City Clerk

CITY OF TUMWATER
By: 
Mayor

Attest: 
City Clerk

CITY OF LACEY
By: 
Mayor

Attest: 
City Clerk

CITY OF YELM
By: 
Mayor

7c246
4/07/94



City of
OLYMPIA

900 Plum Street, P.O. Box 1967, Olympia, WA 98507-1967

T R A N S M I T T A L

TO: City of Yelm
FROM: City of Olympia
DATE: October 30, 1995
SUBJECT: Interlocal Cooperative Agreement for a Public Safety, and Justice Data Management System

Enclosed please an original of the above agreement for your City files.

KAP

Enclosure

5c356.b
10/30/95

COUNCIL

Bob Jacobs,
Mayor

Mark Foutch
Mayor Pro Tem

Pat Cole

Holly Gadbow

Jeanette Hawkins

Mary Lux

Margaret McPhee

CITY MANAGER

Richard C. Cushing



City Council
City Manager
City Attorney
Administrative Services

753-8450
753-8447
753-8449
753-8325

Community Planning & Development
Fire
Parks/Recreation/Cultural Services

753-8314
753-8348
753-8380

Personnel
Police
Public Works

753-8442
753-8300
753-8362