

**INTERLOCAL AGREEMENT BETWEEN REDMOND POLICE
COMMUNICATIONS AND CITY OF
ISSAQUAH FOR BACKUP EMERGENCY
COMMUNICATIONS**

THIS AGREEMENT is entered into by the Redmond Police Department, Redmond; Washington ("Redmond ") and the City of Issaquah, a Washington municipal corporation ("Issaquah"), for the purposes hereinafter stated.

WHEREAS, Redmond provides emergency communications and dispatching services for multiple law enforcement agencies; and

WHEREAS, the Issaquah Police Department provides emergency service communications and dispatching services for its law enforcement personnel as well as the Snoqualmie Police Department; and

WHEREAS, Issaquah and Redmond are each Public Safety Answering Points ("PSAPs") for purposes of the E 9-1-1 system, which requires that each PSAP have a backup agency to provide emergency communications and dispatch services in the event of a disruption in the PSAP's abilities to provide those services at its own primary facility; and

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that Issaquah is unable to provide services due to an emergency such as fire, flood, earthquake, attack, sabotage, equipment malfunction or any other such cause, Redmond has agreed to serve as backup facilities for Issaquah Police Department until service can be restored; and

WHEREAS, the parties wish to set forth their agreement in writing and the parties have authority to enter into interlocal agreements for this purpose under RCW chapter 39.34;

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this agreement and the promises and agreements contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to ensure the continuity of emergency communications and the response to 9-1-1 calls during periods of emergency in which Issaquah is temporarily unable to provide for its own communications at its own primary facility. Under this Agreement, Redmond will temporarily provide emergency communications service on the other party's behalf and will provide space within its communications facilities for the other party to operate emergency communications until normal service can be restored.

2. Space and Improvements at Redmond. Redmond agrees to provide space at its communications center at 8701 160th Avenue NE Redmond, WA for a backup communications center for use by Issaquah. It is not anticipated that any significant improvements to the space will be required for Issaquah's use. In the event that improvements are required, Issaquah and Redmond will agree on the scope of the improvements, and construction or installation. Any furnishings or equipment required by Issaquah will be the sole responsibility of Issaquah to procure and install. Issaquah understands that its use of and access to the space at the communications center is governed by the rules and under the supervision of the Redmond Police Department.

3. Use of Space Not Exclusive. Redmond retains the right to use the space in its facility provided to the other party during times when the space is not needed for backup emergency communications. Issaquah shall take reasonable care to avoid damaging the other party's furnishings and equipment and shall be responsible for any damage sustained during Issaquah's use.

4. Backup Communications Service. In the event an emergency occurs that results in the inability of either party to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications service shall be provided as follows:

A. The initiating party will contact the backup party to advise the backup party of the need for services. The backup party shall advise the initiating party of the backup party's ability to provide the services and, if the backup party is in a position to do so, all emergency communications services for the initiating party shall be switched to the backup party. Upon switchover, the backup party shall, to the extent of its abilities and resources, temporarily provide emergency communications services consisting of the following:

1. Receiving 9-1-1 calls and routine calls for police, fire, and medical services agencies served by the initiating party;
2. Directing a response to said calls by either dispatching the appropriate emergency police, fire or medical unit or forwarding the call to the appropriate agency for response; and
3. Providing ongoing communication support to personnel in the field.

B. The services provided under Subsection (A) shall be provided until such time as communications personnel from the initiating party arrive at the backup party's facility and make the backup communications facility of the initiating party operational. At such time as the backup communications facility is operational, the initiating party shall notify the

backup party and emergency communications shall be switched over to the initiating party's backup facility.

C. Upon restoration of normal emergency communications services at the initiating party's primary facility, communications shall be switched back to the primary facility and the use of the backup facility will cease. The initiating party shall deactivate the backup facility, store and secure all equipment, and transport its personnel back to its primary facility upon cessation of backup operations.

D. It is understood that each party to this Agreement has finite resources and that backup communications services may not be able to be provided under all circumstances. It is also understood that the backup party may not be able to provide service at the same level as the initiating party during the temporary service period. Neither party makes any guarantees or warranties of any kind to the other regarding the availability or level of service.

5. Back up Records Management Server for Issaquah. The parties agree that Redmond will house a back up computer server to back up Issaquah's Records Management System or RMS. The server, including cost of operation, maintenance and repair remains the responsibility of Issaquah. Redmond agrees to allow reasonable access to the server and connection related hardware for Issaquah to maintain this server. Redmond agrees to provide UPS conditioned electrical power to the server at no cost to Issaquah.

6. Responsibility for Costs - No Rent. Except as expressly provided in Sections 1 and 2 above, each party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement. There shall be no rent or charge for temporary use of a primary communications facility as a backup emergency communications facility.

7. Property. No real or personal property is to be acquired jointly by the parties under this Agreement. All improvements to the building spaces made pursuant to Sections 2 and 3 above shall become the property of the building owner, unless provided otherwise in the Lease, except that trade fixtures, furnishings, and equipment that can be removed without causing damage to the building may be removed by the party at whose cost they were purchased or installed.

8. Indemnity. Each party shall indemnify, defend, and hold the other party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, then

in the event of liability caused by the concurrent negligence of both parties each party shall be responsible only to the extent of its own negligence. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

9. Insurance. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

10. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

11. Duration - Termination. This Agreement shall take effect and be in full force upon signature by both parties. This Agreement shall remain in effect thereafter unless terminated by either party pursuant to this Section. Either party may terminate this Agreement upon ninety (90) days written notice to the other party. No later than the ninetieth day following the notice of termination, each party shall remove its trade fixtures, furnishings and equipment from the backup space provided by the other party.

12. Notices. Notice of the need for backup services under Section 5 of this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

To Issaquah:

Police Chief
Issaquah Police Department
130 E Sunset Way
P.O. Box 1307
Issaquah, WA 98027

To Redmond:

Police Chief
Redmond Police Department
8701 160th Avenue NE
Redmond WA, 98052

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

13. Administration. No separate legal or administrative entity is created by this Agreement. The Police Chief of Issaquah and the Police Chief of Redmond will jointly administer this Agreement.

14. Litigation. In any litigation brought by either party to enforce the provisions of this Agreement or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The venue for any action

related to this Agreement shall be the Superior Court in and for King County, Washington, at Seattle.

15. Severability. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Agreement.

16. Listing. As provided in RCW 39.34.040, each party shall, prior to the effective date of this Agreement, list this Agreement by subject on its web site.

17. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This Agreement may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below.

CITY OF ISSAQUAH



Mayor Ava Frisinger
Date: 9-26-11

CITY OF REDMOND



Mayor John Marchione
Date: 9/1/11

ATTEST:



, City Clerk,

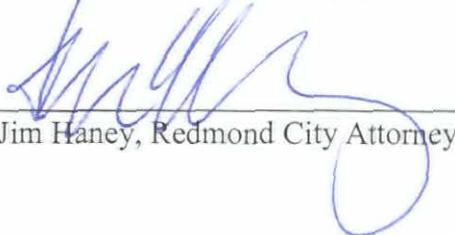
(SEAL)

APPROVED AS TO FORM:



Wayne Tanaka, Issaquah City Attorney

APPROVED AS TO FORM:



Jim Haney, Redmond City Attorney