

Resolution 152

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM APPROVING AN INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF IBASE APPLICATION; REPEALING RESOLUTION NO. 148; AND APPROVING OTHER MATTERS RELATED THERETO.

WHEREAS, the cities of Bellevue, Mercer Island, Kirkland, and Redmond (the “Participating Agencies” and each a “Participating Agency”) receive emergency communication services from the Northeast King County Regional Public Safety Communications Agency (“NORCOM”) pursuant to the terms of the October 2007 NORCOM Interlocal Agreement; and

WHEREAS, NORCOM has agreed to manage the administrative tasks associated with the procurement of licensing, to hold the software license(s), and to maintain the International Business Machines Corporation (“IBM”) Company of Design’s iBase application (“iBase”) for use by the Participating Agencies through the 3rd party IBM vendor “Blue Light, LLC”; and

WHEREAS, pursuant to Resolution No. 148 adopted by the Governing Board of NORCOM on July 13, 2018, the Governing Board approved a form of agreement for services relating to the iBase application; and

WHEREAS, after further negotiation with the Participating Agencies the form of agreement has changed; and

WHEREAS, the Governing Board of NORCOM now desires to repeal Resolution No. 148 and authorize the execution and delivery of a new agreement relating to the iBase application as provided herein;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization. The Governing Board hereby approves the Interlocal Agreement for Implementation of iBase Application among NORCOM and the Participating Agencies (the “Agreement”), in substantially the form attached hereto as Exhibit A and incorporated herein by this reference. The Executive Director of NORCOM is hereby authorized to execute the Agreement with such modifications and revisions as determined to be necessary by the Executive Director and legal counsel to NORCOM.

In lieu of a single agreement among NORCOM and the Participating Agencies, the Executive Director of NORCOM is authorized to execute one or more agreements for such services between NORCOM and each Participating Agency so long as such agreements are substantially in the form attached hereto as Exhibit A.

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Section 2. Repeal. Resolution No. 148 of the Governing Board is hereby repealed in its entirety.

Section 3. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open meeting on this 9th day of November, 2018.

Signed in authentication thereof on this 9th day of November, 2018.



Chair

Attest: 

EXHIBIT A

Form of Agreement relating to iBase

(attached)

INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF IBASE APPLICATION

THIS INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF IBASE APPLICATION ("Agreement") is entered into by and among the CITY OF BELLEVUE ("Bellevue"), the CITY OF MERCER ISLAND ("Mercer Island"), the CITY OF KIRKLAND ("Kirkland"), the CITY OF REDMOND ("Redmond") and the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY ("NORCOM", and together, the "Parties"). The cities of Bellevue, Mercer Island, Kirkland and Redmond are collectively referred to herein as "Participating Agencies."

WHEREAS, the Parties are authorized under chapter 39.34 RCW to exercise their powers jointly to maximize their ability to provide services to the community;

WHEREAS, the joint exercise of a regional criminal justice record and information system that has capability to collect, analyze, retain and disseminate law enforcement information enhances the regional ability to prevent and respond to organized criminal activity;

WHEREAS, NORCOM has agreed to manage the administrative tasks associated with the procurement, licensing and annual maintenance of the International Business Machines Corporation ("IBM") Company of Design's iBase application for the Participating Agencies;

WHEREAS, NORCOM has agreed to provide technical support, data storage and hosting of the iBase application and provide connectivity to the application for the Participating Agencies as provided herein; and

WHEREAS, the Participating Agencies desire to jointly utilize the iBase application to enhance their law enforcement capabilities;

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

Section 1. Purpose. The Parties enter into this Agreement in order to implement the use of the iBase application to:

- Increase and facilitate access to local incident, warrant, and other information related to law enforcement;
- Enhance information sharing among local criminal justice agencies;
- Further the ability of member agencies to prevent and respond to organized criminal activity; and
- Minimize duplication and redundancy in law enforcement information.

Section 2. Administration. No joint venture, separate administrative or governmental entity, or partnership is formed or created to administer the provisions of this Agreement. This Agreement will be jointly administered by the Party representatives identified in Section 9 below.

Section 3. Duties of NORCOM. NORCOM agrees to manage the administrative tasks associated with the procurement, licensing, and annual maintenance of iBase for the Participating Agencies. NORCOM further agrees to provide technical support, data storage and hosting of the iBase application and provide connectivity to the application for the Participating Agencies to securely utilize the application in the fully CJIS compliant NORCOM secure 24-hour environment. NORCOM shall provide on an annual basis, or as requested, the costs of associated software licenses, maintenance, and ongoing use as identified in Exhibit A and allocable to Participating Agencies. Allocable costs under this Agreement are defined as those costs of the procurement of licenses, training, maintenance or technical support charged by IBM or any non-party vendor of iBase programs or services.

Section 4. Duties of Participating Agencies.

- a. Each Participating Agency agrees to pay, or cause to be paid, its share of allocable costs at the time of the annual maintenance period billing cycle as defined in Exhibit A.
- b. Each Participating Agency shall bear its own costs in maintaining and, if necessary, modifying its own information technology systems so that they are compatible and can securely access the iBase application.
- c. Each Participating Agency has the sole responsibility and accountability for ensuring that its use of the iBase application, including, but not limited to, its designation of authorized personnel to access the iBase application, sharing and use of information via the iBase application, complies with applicable law.

Section 5. Termination of Participation in Agreement. Any Party may terminate its participation in this Agreement by providing at least 180 days written notice to NORCOM. Any terminating agency must before the effective date of termination purge and remove their data from the iBase application in accordance with applicable law. See Exhibit A for cost allocation related to termination.

Section 6. Security. In addition to the responsibilities of the Parties outlined in Sections 3 and 4 of this Agreement, the Parties shall comply with the following security requirements:

- a. Access to iBase shall be limited to designated authorized personnel of the Parties.
- b. Each Participating Agency retains sole ownership, exclusive control and responsibility for the data it enters into the iBase application and shall be responsible for compliance with laws and regulations applicable to the information it enters in the application including, without limitation, with laws and/or policies that regulate intelligence information as defined at 28 CFR Part 23. Each Participating Agency may share data that originates from its agency in accordance with the law but is precluded from sharing any data not explicitly owned by their agency, regardless of whether that data is stored for mutual use in the iBase application.

- c. Each Party shall ensure the physical security of its systems, servers, workstations, mobile data computers, and networking equipment, and be responsible for providing appropriate management controls and education concerning security and usage policies.
- d. Each Party shall timely notify the individuals identified in this Agreement of any data breach in accordance with law.

Section 7. Indemnity. Each Party shall protect, defend, indemnify and save harmless the other Parties, their successors and assigns together with their officers, directors, employees, and agents only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by such Party of any obligation contained in this Agreement, including its addenda, to be observed or performed by such Party, or any wrongful act or negligence of such Party or its agents or employees which relates to this Agreement, including its addenda, howsoever arising. For this purpose, the Parties, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 of the Revised Code of Washington.

Section 8. Duration. This Agreement shall take effect on [redacted] (the "Effective Date") and shall remain in effect for five years from the Effective Date unless terminated as provided herein.

Section 9. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally, or sent 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 Parties:

NORCOM: Thomas R. Orr, Executive Director
450 110th Ave. NE,
Bellevue, WA 98004

BELLEVUE: John McCracken, Major
Bellevue Police Department
450 110th Ave. NE,
Bellevue, WA 98004

MERCER ISLAND: Jeff Magnan, Commander
Mercer Island Police Department
9611 SE 36th Street
Mercer Island, WA 98040-0897

KIRKLAND: [Name]
[Address]

REDMOND:

Tim Gately, Lieutenant
m/s PSPDI
8701 160 AVE NE
Redmond, WA 98052

In the event such representatives are changed, the Party making the change shall notify in writing the other Parties.

Section 10. Miscellaneous.

(a) *Equal Opportunity.* No Party to this Agreement 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.) in connection with this Agreement.

(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 under 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 the each Parties' right to indemnification under this Agreement.

(d) *Non-Waiver of Breach.* The failure of any 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) *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.

(g) *Entire Agreement.* This Agreement contains the entire understanding between the Parties regarding the subject matter hereof 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.

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

(i) *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 a Participating Agency fails to pay for the services billed by NORCOM under this Agreement, NORCOM can cease providing such services to that Participating Agency until payment is made.

(j) *Public Records.* Except as required by law or court order, the Parties shall not release information obtained from iBase to the public. Public Disclosure Requests and Court Orders for iBase information received by any of the Parties shall be forwarded promptly to the originating agency. If the originating agency determines, within the reasonable period of time established by the receiving agency, that the iBase information should not be released or is exempt or otherwise protected from disclosure and the receiving agency disagrees, the receiving agency shall give the originating agency a reasonable period of time, consistent with any statutory requirements related to disclosure or production laws, to obtain a court order preventing the disclosure/release of the iBase information prior to releasing the information.

Section 11. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. The Parties hereto represent and warrant that they are authorized to enter into this Agreement in its entirety, and duly bind their respective entity by their signatures below. This Agreement may be executed in one or more counterparts. This Agreement shall be dated as of _____, 2018.

Dated: _____

(Signature Blocks to be Added)

EXHIBIT A

COST ALLOCATION

Allocable costs under this Agreement are defined as those costs of the procurement of licenses, training, maintenance or technical support charged by IBM or any non-party vendor of iBase programs or services.

Billing for Implementation/Licensure

The cost of the purchase of the initial iBase user subscription (12 months) and four (4) concurrent licenses for use by the Participating Agencies during the term of this initial subscription will be allocated as set forth in Exhibits B and C below.

In each subsequent year, each Participating Agency shall pay an equal share of the annual licensing fees based on the total number of concurrent licenses shared.

In the event an additional agency wishes to participate, the joining agency is solely responsible for the cost of any additional licenses necessary for the joining agency's use during its initial 12 months of membership.

Billing for Training, Maintenance, Technical Support

Each Participating Agency shall pay an equal share of the total training costs, which may include the cost of initial training on the iBase application as well as periodic training as needed. Provided, however, that a Participating Agency may request additional training specific to their agency at its own expense.

NORCOM will bill each Participating Agency for an equal share of the combined total annual maintenance, training and technical support costs billed. The cost of the initial training for the iBase application, as well as anticipated 2019 maintenance costs, which will be billed equally to the Participating Agencies, is reflected in Exhibits B and C below.

Any additional joining agency will pay a pro-rated amount of the annual maintenance, training and technical support costs for the remainder of the billing period, and an equal amount of those funds shall be reimbursed to each Participating Agency.

Termination

In the event a Participating Agency withdraws from the Agreement, the remaining Participating Agencies will each pay an equal proportionate share of the allocable costs previously attributed to the withdrawing agency from the effective date of withdrawal.

EXHIBIT B
INITIAL COSTS



Blue Light, LLC
1876 Bureau Drive
Fayetteville, NC 28312
FEIN: 81-1518645

QUOTE

DATE: May 25, 2018

Bill To:
Bellevue Police Administration
Attn: Shawna Gibson
450 110TH AVE NE
Bellevue, WA 98004
Phone: (425) 452-5261
Email: sgibson@bellevuewa.gov

Terms: Net 30

DESCRIPTION			AMOUNT	
	<u>Qty</u>	<u>Price</u>		
IBM i2 iBase Designer Concurrent User 12 Months Subscription & Support Part # D0PR4LL	1	\$10,455.00	\$	10,455.00
IBM i2 iBase User Concurrent User 12 Months Subscription & Support Part # D0PR2LL	4	\$3,842.00	\$	15,368.00
Blue Light iBase Designer and User onsite class – 5-days (up to 10 students) plus instructor Travel & Expenses (actual)			\$	12,000.00
Expiration Date: June 29, 2018				
Site ID: 3442501				
TOTAL			\$	37,823.00

POC for Invoice Information:

[Blue Light @ 919-436-4170](tel:9194364170)

Sales@bluelightllc.com

THANK YOU FOR YOUR BUSINESS

EXHIBIT C

COST ALLOCATION 2018-2019

Agency	Software/ Licenses	Maintenance	Training	Tax	Total
Bellevue Police Foundation	\$ 25,823.00	Included		\$ 2,582.30	\$ 40,405.30
Initial Training Fees			\$ 12,000.00		
Estimated Agency Allocation					
Bellevue	\$ -	Included	\$ 3,000.00		
Kirkland	\$ -	Included	\$ 3,000.00		
Mercer Island	\$ -	Included	\$ 3,000.00		
Redmond	\$ -	Included	\$ 3,000.00		

ESTIMATED IBASE COST ALLOCATION 2019

Agency	Software	Maintenance	Training
2019 Annual Subscription	\$ -	\$ 5,681.06	\$ -
Estimated Agency Allocation			
Bellevue	\$ -	\$ 1,420.27	\$ -
Kirkland	\$ -	\$ 1,420.27	\$ -
Mercer Island	\$ -	\$ 1,420.27	\$ -
Redmond	\$ -	\$ 1,420.27	\$ -