

Contract No. 152-09

After Recording Return to:
Kennewick City Clerk
P.O. Box 6108
Kennewick, WA 99336

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTIES OF BENTON AND FRANKLIN AND
THE CITIES OF CONNELL, KENNEWICK, PASCO,
RICHLAND AND WEST RICHLAND
(POLICE INFORMATION NETWORK)**

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the Bi-County Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and

WHEREAS, the original BI-PIN Interlocal was restated in 2009; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland and West Richland, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Systems Division; and

WHEREAS, the original members therefore are agreeable to the addition of the city of West Richland to the BI-PIN Interlocal; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this amended and restated agreement to clearly set forth existing and future obligations and objectives of the parties hereto, and to account for possible new members and the obligations that would apply to new members;

NOW THEREFORE BE IT AGREED, in accordance with the provisions of RCW 39.34.030:

Section 1 – Formation and Purpose of BI-PIN. The Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland and West Richland hereby establish the Bi-County Police Information Network (“BI-PIN”). In order to assist the participating police and sheriff’s departments in the deterrence and solution of criminal incidents, and in recognition of the high cost of technology and operation of information systems, the participating members are entering into a joint undertaking for the following purposes:

- Increase access to local incident and want/warrant information.
- Enhance the sharing of information among the criminal justice agencies.
- Improve availability of operational and management information.
- Provide for increased responsiveness to crime analysis and investigative support functions.
- Reduce the need for redundant data entry and duplicate data files.
- Provide for improved protection against loss or destruction of criminal information files.

Section 2 – Organization of BI-PIN. In order to provide for the on-going administration of BI-PIN, the following organizational structure is adopted for the organization:

2.1 Executive Committee. The Executive Committee is composed of the City Managers or a member from the Boards of County Commissioners, as appropriate, from each of the member agencies or their designee, and each shall be a voting member. A liaison from the Bi-County Police Chiefs and Sheriffs and from each dispatch agency (Benton County Emergency Services and Franklin County Dispatch) shall be ex officio, non-voting members.

A chairman shall be elected by the Executive Committee and will serve a one-year term with no limit as to the number of consecutive terms that may be served. The executive committee will meet at least quarterly or more often as required. The committee will keep minutes of its meetings, and copies of these minutes shall go to all members of the committee.

It is the responsibility of the Executive Committee to set policies regarding all aspects of BI-PIN activities, approve contracts which shall be signed by the chairman, approve the proposed annual

budget and work program, set the cost recovery for new BI-PIN members, and make final decisions on adoption of software applications and minimum hardware requirements for systems that are owned or operated by BI-PIN, or for systems owned by parties to this agreement that interface with BIPIN. Approvals shall require a majority vote of the Executive Committee members present after a quorum is called. All member agencies will cast one vote each. The adoption of the budget and any amendment to the budget or policy issues will require approval of at least four of the five charter agencies as described in section 5.3 below.

2.2 Technical Committee. The technical committee is composed of the Information Systems manager (or equivalent position) of each of the BI-PIN member agencies. As the Operating Jurisdiction, Kennewick's IS manager will chair the Technical Committee. The Technical Committee will provide recommendations through the operating jurisdiction to the Executive Committee on technical decisions that affect the BI-PIN system. The Technical Committee will meet on an as-needed basis.

2.3 BI-PIN User Committee. The BI-PIN User Committee shall be comprised of representatives of each law enforcement agency from member jurisdictions and a representative from each dispatch center (Benton County Emergency Services and Franklin County Dispatch). This committee shall be responsible for recommending software development priorities, actively participating in system selection activities to procure the most appropriate system to meet their respective requirements, and resolving any operational problems to ensure successful joint operation of the system. The BI-PIN analyst shall chair this committee.

Section 3 – Operational Responsibility. The Operating Jurisdiction will be the City of Kennewick, and through its Information Systems Division, it will be responsible for the operation of the BI-PIN system. The manager of the Operating Jurisdiction's Information Systems Division shall have day-to-day supervision and control over operation of the BI-PIN system; subject, however, to the policies set by the Executive Committee and subject to the terms and conditions of this joint agreement.

Section 4 – Ownership of Software Modules. Ownership of all software licenses acquired from Intergraph are distributed between BI-PIN, Benton County Emergency Services (BCES), and Franklin County Dispatch based on the actual licenses purchased. Appendix B lists the original license distribution. As new licenses are acquired, they will be distributed as determined by the BI-PIN Executive Committee.

BI-PIN is responsible for maintenance and upgrades for their modules. BI-PIN is not responsible for the maintenance and upgrade of BCES and Franklin County Dispatch owned modules. The costs and maintenance of these licenses are addressed in Section 5 of this agreement.

Section 5 – Participation in BI-PIN. The parties agree that the city of West Richland, pursuant to the terms of this agreement, shall become a member agency of BI-PIN. The City of West Richland agrees to pay a membership buy-in payment of \$32,937.00 to BI-PIN. In addition to the buy-in payment, West Richland may be required to purchase any additional software licenses required due to participation in BI-PIN. All hardware and connectivity costs associated with

participation in BI-PIN will be borne by West Richland. The BI-PIN Executive Committee will set minimum requirements for all BI-PIN members for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.

Recognizing that BI-PIN member agencies benefit from the participation of all local jurisdictions, BI-PIN wants to promote and encourage inclusion of all agencies interested in joining BI-PIN. To facilitate this effort, BI-PIN has adopted the following policies regarding joining and membership of additional local agencies in the BI-PIN local governmental agency:

5.1 Adding Members by Addendum. When the BI-PIN Executive Committee decides by majority vote to grant membership to a new jurisdiction, the new member agency shall become a member of BI-PIN upon satisfaction of the buy-in and software/infrastructure obligations, and upon execution of an addendum to this agreement signed by the Executive Committee Chair and the Mayor or Chairperson of the joining jurisdiction.

5.2 Membership Buy-In.

- Participation in BI-PIN by new member agencies will require a majority vote by the BI-PIN Executive Committee.
- Buy-in of membership to the BI-PIN interlocal agency will be based on a per-capita fee. The fee will be set at \$2.40 per capita beginning in 2003 and inflated using the Seattle CPI-U factor to increase the per capita fee to reflect the time value of money for any future buy-ins.
- BI-PIN as a whole will maintain sufficient licenses from Intergraph Public Safety (IPS) for the I/LEAD products the agency will use. The final decision on the number of licenses allocated will be determined by BI-PIN. The licenses allocated to each agency will be reevaluated on a yearly basis.
- On-going maintenance fees for the IPS system will be distributed based on licenses allocated to each agency.
- The BI-PIN Executive Committee will set minimum requirements for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.
- All hardware and connectivity costs associated with participation in BI-PIN will be born by the appropriate agency.

5.3 Operations Cost Sharing Formula.

The formula for distribution of BI-PIN's on-going operations costs will be distributed in the following method.

- After adoption of the budget, all anticipated outside revenue will be deducted from the budget amount.
- Each member agency will be assessed a \$5,000 base fee. The \$5,000 agency base contributions will be deducted from the remaining budget amount to be distributed.
- The budget will be split 40/60 between law enforcement and jail management.
 - 40% of the law enforcement and jail management budgets to be distributed will be assessed to each agency based on percentage of population.
 - 60% of the law enforcement and jail management budgets to be distributed will be assessed to each agency based on percentage of licenses.

5.4 Voting power of member agencies. All matters to be decided by the Executive Committee shall be determined by simple majority vote of member agencies as outlined in section 2; provided, however, any budget or policy issue shall also require approval of at least four of the five charter agencies. The five charter agencies are Benton County, Franklin County, Kennewick, Pasco and Richland.

Section 6 – BI-PIN Software – A Single Vendor Solution. In an effort to facilitate the effectiveness of public safety services within the BI-PIN member agency jurisdictions, the charter agencies decided in 2003 to move to a single vendor solution for law enforcement records management (RMS), jail management (JMS) and computer-aided dispatch (CAD). The chosen vendor to provide that software solution was Intergraph Public Safety (IPS). A single vendor solution minimizes the need for interfaces that have the potential to be difficult to maintain and facilitates the ease of sharing information electronically between jurisdictions. Therefore, parties agree to the following policy and guidelines:

6.1 Intergraph Public Safety Licenses.

- Licenses for I/CAD, the IPS computer-aided dispatch software, are purchased on a “per-seat” basis. Franklin County and BCES will retain ownership of licenses already purchased and any subsequent licenses purchased for their dispatch centers. Each dispatch center (Benton County Emergency Services and Franklin County), owns the software and licenses associated with their respective installation.
- Licenses purchased on a concurrent basis, I/Leads Records Management System (RMS), and Jail Management System (JMS), are the property of BI-PIN as a whole. Licenses are assigned to agencies based on the needs analysis conducted previously by BI-PIN. See Appendix A.

The licenses used by each agency will be evaluated on a yearly basis and each agency's percentage of use will be adjusted accordingly. In the event additional licenses are required, they

will be purchased by BI-PIN and the expenditure will be included in the BI-PIN budget to be allocated by the BI-PIN cost distribution formula. If an agency underutilizes their allocated licenses, the additional maintenance of the unused licenses will be spread across all of the agencies. Each agency's percentage of licenses used will be calculated based on the number of licenses used by the agency divided by the total used (i.e. BI-PIN owns 185 but only 150 are used. Agency A uses 42. Agency A's usage percentage would be 42/150 or 28%.) Appendix A illustrates a hypothetical distribution of underutilized licenses.

The I/LEADS base product and hardware required in the server room (i.e. servers, racks, BI-PIN routers, etc) are the property of BI-PIN as a whole.

6.2 Third-Party Software.

- BI-PIN member agencies adopt IPS as their software provider for RMS, JMS and CAD functions.
- Third-party software will not be used by member agencies for any function that touches the BI-PIN system and can be provided by IPS products unless the BI-PIN Executive Committee adopts it as a standard. The RMS and JMS functions of the system provided by the IPS I/LEADS product includes the following modules:

6.3 Police Records Management System (RMS).

Calls for service	Vehicles
Incident	Accident
Case Management	Tow Impound
Known Offender	Field Contact
Arrests/Charges	DUI
Citations	Gang Tracking
Pawnshop	Affidavits
Property and Evidence	Concealed Weapon Licenses
Warrants	Mug Shots
Alarm Permits	Automated Field Reporting (AFR)

6.4 Jail Management System (JMS).

Booking	Scheduled Events
Arrest/Charges	Visitation
Classification	Sentencing
Mug Shot Capture	Medical
Property/Personal & Jail Issue	Jail Incidents
Housing	Work Release
Jail Billing	In-House Commissary/Cash Accounts

- Third-party software solutions for a function not available from IPS or that have been recommended by a member agency will be presented to the BI-PIN technical committee for evaluation on an item-by-item basis. The Executive Committee will decide on adoption of third-party software as a BI-PIN standard based on the recommendation of the BI-PIN technical committee. The technical committee's recommendation will be based on the benefits of the third-party software to the BI-PIN member agencies as a whole.
- All costs for implementation, interfaces, and support associated with the use of third-party software not adopted as a BI-PIN standard will be borne by the agency implementing the third-party software. This applies to costs and support both during implementation and on-going. BI-PIN will not support third-party software or related interfaces not adopted as a BI-PIN standard.

Section 7 – Withdrawal (Replacement). Any member agency may withdraw from this agreement and membership in BI-PIN by serving a notice of withdrawal upon all members of BI-PIN. This notice shall be given at least one year in advance of the date of withdrawal. Membership shall terminate on the last day of the calendar year. Upon withdrawal from membership, the member agency shall receive no further distribution of income proceeds. All software must be uninstalled and all licenses collectively owned under this agreement must be returned by the withdrawing agency to the pool described in Section 5 and Section 6 of this agreement. The withdrawing member shall pay its pro-rata share of any outstanding obligations incurred up to the effective date of withdrawal. The withdrawing member(s) shall be provided with all outstanding obligations within 45 days of the effective date of withdrawal. Upon such receipt, the withdrawing member(s) shall pay all outstanding obligations within 45 days of receipt. The outstanding contribution(s) shall include all amounts due to BI-PIN and any cost directly associated with the member's withdrawal.

Section 8 – Termination of Agreement. This agreement may be terminated upon a resolution to terminate this agreement. Such resolution shall pass upon receipt of at least two-thirds of all votes cast by the members of the Executive Committee. Upon adoption of a resolution to terminate this agreement, the effective date of termination shall be determined by a simple majority of all votes cast. However, in no event shall the termination date be more than one hundred and eighty days (180) from the date of the resolution. After the effective date of termination, the activities of BI-PIN shall cease and no further business shall be conducted nor any financial obligations shall be incurred. In the event of termination of this agreement, each member agency shall be responsible for its pro-rata share of any remaining costs or penalties under the formula outlined in section 5.3 of this agreement. In the event of termination, BI-PIN shall immediately provide notice of termination to each known creditor and party in which BI-PIN has a contractual relationship. All parties to this agreement shall be obligated to participate in the winding-up of BI-PIN-related activities which shall include: collection of any outstanding payables, the payment of any outstanding obligations, satisfaction of any and all contractual obligations, and the distribution of assets. To the extent legally permissible and upon written request, the Operating Jurisdiction shall provide a copy of any or all data belonging to BI-PIN to

the requesting member agency on the most feasible medium in return for the actual cost of such copy. Any remaining assets owned by BI-PIN prior to termination will be distributed back to the member agencies based on their pro-rata share in BI-PIN as outlined in section 5 of this agreement. In the event of termination, an existing member or members may negotiate for the acquisition of software, data, and other information specific to that member or member's jurisdiction to the extent permitted by the terms of any applicable software licensing agreements. Nothing shall prevent the parties from negotiating the release of software, data, or other information that is specific to one member.

Section 9 – Security of Data. Each member agency shall safeguard, by appropriate means, the confidentiality of the information contained in the BI-PIN system. Additionally, each member agency shall maintain network security that meets industry standards for any network that may interact with the Operating Jurisdiction's network.

Each member agency will protect access with specific sign-on controls and procedures as developed by the BI-PIN Technical Advisory Committee with the approval of the Executive Committee. The Operating Jurisdiction is responsible for maintaining the security of the BI-PIN network based on industry standards.

Section 10 – Liability Coverage. The member agencies shall jointly secure a good and sufficient liability insurance policy indemnifying and naming all agencies as additional insureds and covering the agencies for any damage to hardware or software or misuse or loss of information in the system. The Operating Jurisdiction shall assume all risk of injury or damages to hardware or software on its premises caused by its employees or any invitee or person on the premises with the consent of the Operating Jurisdiction and shall hold harmless, indemnify and defend the participating BI-PIN agencies from any loss or claim for damages of any nature whatsoever arising out of the performance of the BI-PIN interlocal agreement. The insurance shall be paid on a pro rata basis based upon the budget allocation formula in Section 5 of this agreement. Each agency shall waive the right of subrogation against the other party by reason of loss or damage incurred under the casualty losses covered by the insurance. Notwithstanding anything to the contrary within this paragraph, the agencies' collective obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by any individual agency provided that all other agencies' interests and rights will not be reduced or diminished by reason of the use of such blanket policy of insurance.


Section 11 – Term of Agreement. This agreement shall become effective upon the execution of this agreement by all the parties identified above. Once effective, this amended and restated agreement shall run to December 31, 2011 and shall continue thereafter for successive one year periods, unless a member in writing requests a revision of the agreement by giving notice in writing to all other members at least 90 days before the expiration date of the agreement; such requested revision must be approved by the Executive Committee.

Section 12 – Recordkeeping. The Operating Jurisdiction shall be responsible for maintaining accurate records. The Operating Jurisdiction shall also maintain accurate records of expenditures made during the year and for what purpose. On an annual basis, the Operating Jurisdiction shall provide the member agencies with an operating and financial report.

Section 13 – Entire Agreement. This Agreement shall govern over the terms and conditions of any prior BI-PIN Interlocal Agreement, as amended, between the parties and such prior agreements are hereby made null and void.

IN WITNESS THEREOF, the parties have set their hands this 1st day of February, 2011.

CITY OF CONNELL

By 
Mayor

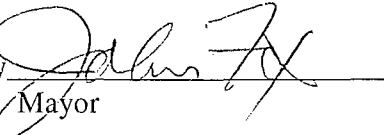
CITY OF KENNEWICK

By 
Mayor


CITY OF PASCO

By 
Mayor

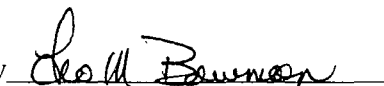
CITY OF RICHLAND

By 
Mayor

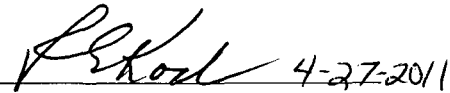
CITY OF WEST RICHLAND

By 
Mayor

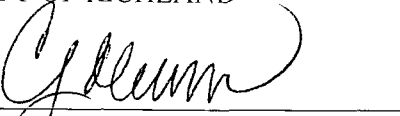
COUNTY OF BENTON

By 
Chairman

COUNTY OF FRANKLIN

By  4-27-2011
Chairman

CITY OF RICHLAND

By 
City Manager
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Appendix A

Initial License Distribution (x/185)		
Kennewick	50	25.39%
Pasco	42	21.32%
Richland	33	16.75%
Benton County	40	20.30%
Franklin County	20	10.15%
Connell	5	2.54%
West Richland	7	3.55%
Total	197	100.00%

License Distribution if Underutilized (x/150)		
Kennewick	42	25.93%
Pasco	33	20.37%
Richland	25	15.43%
Benton County	28	17.28%
Franklin County	22	13.58%
Connell	5	3.09%
West Richland	7	4.32%
Pool licenses	35	
Total	162 + 35	100.00%

Hypothetical Illustration of Percentage of
Licenses used in the event of underutilization

**Appendix B
Original License Distribution**

Description of License Ownership					
Item Description By Functional Use	Purpose	# of Licenses Owned			
		Dispatch Centers		BI-PIN	
		SECOMM	Franklin County	RMS	JMS
I/CAD Database Server #1 Software	for Benton County				
I/Executive	I/CAD Database Server Software	1.0			
I/CAD Database Server #2 Software	for Benton County				
I/Executive 2	I/CAD Redundant Database Server Software	1.0			
I/CAD Database Server #1 Software	for Franklin County				
I/Executive - Existing at Franklin County System	I/CAD Database Server Software		1.0		
I/CAD Database Server #2 Software	for Franklin County				
I/Executive 2 - Existing at Franklin County System	I/CAD Redundant Database Server Software		1.0		
Interface Products including Implementation & Travel					
I/Informer	Interface to databases (WACIC)	1.0	1.0		
I/Informer	Interface to databases (I/LEADS)	1.0	1.0		
I/MDT - Existing Franklin County System	Mobile Data Terminals interface to I/Mobile		1.0		
I/MDT - for Benton County	Mobile Data Terminals interface to I/Mobile	1.0			
I/TDD - Existing at Franklin County System	Telephone Device for the Deaf interface Module		1.0		
I/Page	Alphanumeric Paging interface Module	1.0	1.0		
I/Page	Interface to Zetron model 25	1.0			
I/FST	Fire Station Turnout interface Module	1.0	1.0		
I/MARS-Server	Management Reporting - Server Module			1.0	1.0
I/QA	Question and Answer Module	1.0			
I/NetViewer (50 concurrent users)	I/CAD Data inquiry	25.0	25.0		
I/NetDispatcher (10 concurrent users)	I/CAD Net Dispatching	5.0	5.0		
Police RMS/JMS Servers Software	Cluster Solution				
I/LEADS - Server	Police RMS - Base Module			0.5	0.5
I/LEADS - Incident Based Reporting for State of Washington	Police RMS Module			1.0	
I/LEADS - Mugshot Capture System - 2 User License	Police RMS Module				2.0
I/LEADS CAD Link	Police RMS Link to CAD			2.0	
I/LEADS Interface to LiveScan	Interface Module				2.0
Dispatch/Calltaker Workstations Software					
I/Dispatcher	IPS CAD Software	13.0			
I/Dispatcher seats at Franklin County	IPS CAD Software		4.0		
I/Calltaker seats at Franklin County	IPS CAD Software		1.0		
Supervisor Workstation Software					
I/MARS - Client	Reporting Client Module			2.0	2.0
MGE - Bundle for Benton County	Mapping Tool (incl Nucleus, Admin & Mapper)	1.0			
Mobile Data Terminals Software					
I/Mobile Concurrent Licenses	MDT Client Module			75.0	
I/LEADS - RMS Concurrent Client Licenses for MDTs	Police RMS Client Module for Field Reporting			75.0	
Police RMS/JMS Workstations Software					
I/LEADS - RMS Concurrent Client Licenses for Desktop	Police RMS Client Module			110.0	
I/LEADS - Jail Management System Concurrent Client Licenses	Police JMS Module				30.0
Total		53.0	43.0	266.5	37.5