



CONTRACT FACE SHEET

- Document Type:**
- Contract
 - MOU
 - Interlocal Agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status:**
- New
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

***Vendor Name:** Northshore Fire Department

***JDE PO Number:** 811440-000

***Effective Date:** 10/06/2008

***Termination Date:** 12/31/2010

Amendment Effective Date: /

***Clerk's Receiving Number:** 43489

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: 5839 (10.20.2008)

Resolution Number: /

CIP Number: /

Project Name: COB to provide Public Safety Wireless Communication Services

Site Name: /

Vendor Number: 36166

File Location: 08.137

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

FD

Face Sheet Date: 11-19-08 C JDE C
Scan and Index Date: 11-20-08 MA ECM

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BELLEVUE, WASHINGTON
AND
King County Fire Protection District No. 16**

This Agreement is made and entered into this 6th day of October, 2008 between King County Fire Protection District No. 16 (AKA The Northshore Fire Department), hereinafter "Northshore" and the City of Bellevue, hereinafter "Bellevue", both municipal corporation of the State of Washington, located in King County, Washington, with respect to the following facts:

WHEREAS, local jurisdictions have the power, authority and responsibility to provide public safety/emergency communication services within their respective boundaries; and

WHEREAS, local jurisdictions, as a result of this, have the power, authority and responsibility to provide public safety/emergency communication dispatching services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are an effective and efficient method of providing such dispatch services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are customarily the responsibility of the local jurisdiction wherein the service is located or needed; and

WHEREAS, Bellevue recognizes that there is a sizable population in the greater Eastside that would benefit from such services but due to various constraints the local jurisdictions are unable to provide such services; and

WHEREAS, many agencies lack technical staff that can support the new devices, network connections and software or find a great reluctance on the part of their IT staff to assume internal support for Public Safety Wireless Mobile Communication devices given the lack of access or knowledge they have to the central infrastructure in place in Bellevue; and

WHEREAS, Bellevue is committed to ensuring that the highest quality services are provided to this population and is dedicated to providing appropriate services; and

WHEREAS, Bellevue established and maintains a dispatch communications center to provide public safety/emergency communication dispatching services; and

WHEREAS, Bellevue is capable of providing dispatching service to the geographical area

serviced by Northshore; and

WHEREAS, Northshore recognizes that the Bellevue's Communication Center ("COM Center") is highly qualified to provide Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, both parties desire to enter into an agreement for the purpose of providing Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, such an agreement as herein set forth are specifically authorized by the Interlocal Cooperation Act as set forth in Chapter 39.34 of the Revised Code of Washington; now therefore,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

PURPOSE OF THIS AGREEMENT:

This Agreement between Bellevue and Northshore expresses an understanding of the terms, conditions, and responsibilities of the parties for delivering public safety mobile wireless communication services.

The Bellevue Public Safety Wireless Mobile System includes applications for Bellevue Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the fire and police apparatus to the Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such, the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It enhances the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the associated equipment, with input and oversight of Northshore. Northshore benefits by

having a fully functional system without the associated responsibilities and costs of developing and maintaining such a system. Consequently, it will alleviate Northshore of the responsibility for maintaining network connections and contracts with separate vendors. All of these services will be provided by Bellevue.

PROVISION OF SERVICE:

Commencing October 6, 2008, and thereafter during the term of this Agreement, Bellevue will provide Public Safety Wireless Mobile Communication Services on behalf of Northshore. In rendering this service, Bellevue shall have sole discretion as to the staffing and equipment that will be used to provide the service and will be the judge of the most expeditious, efficient and effective manner in handling and responding for calls for service provided that the level of service is consistent with the above referenced established professional standards and levels of service in the State of Washington. Bellevue will be the administrative authority for operations conducted under this Services agreement.

Bellevue will provide a full service turn-key public safety wireless package to Northshore which includes startup/implementation, training, equipment, software licensing, and an ongoing service level agreement. Bellevue will be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as, providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users. Bellevue will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It is the responsibility of Northshore to provide the appropriate personnel to be trained

INTERGOVERNMENTAL COOPERATION:

Each party agrees to cooperate in all practical and available ways with local, state, and federal government agencies so as to maximize utilization of grant funds, if any, for equipment and operations, and to enhance the effectiveness of operations and to minimize costs.

PUBLIC SAFETY WIRELESS IMPLEMENTATION AND SUPPORT PLAN:

In order to implement the Public Safety Wireless Communication Services, Bellevue has created a public safety wireless implementation and support plan (hereinafter referred to as the "Plan" attached as Exhibit_), detailing the necessary equipment, appropriate timelines for implementation, a cost/fee schedule and any other requirements for the implementation and support of the system.

Bellevue will submit the Plan, which includes the fee schedule, to Northshore for approval. Within 30 days of its submission, Northshore will either accept or reject the Plan. If rejected, the parties will have 30 days to reach a mutually agreeable plan or else this Agreement will be terminated. If the Plan is accepted, the Plan will contain the details which will effectuate this Agreement. The parties will work together to achieve mutual goals for the provision of Public Safety Wireless Communication Services as outlined in the Plan. The Plan may be modified and changed by written agreement of the parties.

The Police Chief of the Bellevue Police Department or designee has the authority to establish fees, develop, negotiate and administer the Plan on behalf of Bellevue. Prior to any fee changes being implemented, Northshore will be given notice and the opportunity to negotiate the change. If the parties are unable to reach a resolution with respect to the fees, Northshore has the right to terminate this agreement. In addition to administering the Plan, the Fire Chief for Northshore or designee shall have the authority to negotiate on behalf of and bind Northshore, subject to the requirements imposed by Northshore's governing body.

STAFFING:

The Bellevue Communications Center is an entity of Bellevue and Bellevue Information Technology (ITD) staff and Bellevue Communication Center staff are employees of Bellevue and not Northshore. Northshore has no direct control over the employees of the COM Center or ITD other than by official written agreement.

FORCE MAJEURE:

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

ADDITIONAL CUSTOMERS:

Bellevue shall be permitted to add additional customers to the Bellevue Public Safety Wireless Mobile System; provided however, Bellevue must maintain the same service levels for its existing customers.

PAYMENT:

Northshore will be billed, at the rates set forth in Fee Schedule located in the Implementation and Support Plan, on an annual basis for the services, and payment of such fees will be due within time frame specified in the Plan.

There will be one consistent price per unit that includes capital as well as service costs. System costs, including support personnel costs, will be factored into the fee schedule contained in the Plan.

PROPERTY OWNERSHIP:

Except as otherwise provided for in this Agreement, all property acquired by Bellevue to carry out the requirements of this Agreement and any other associated duties, shall remain the property of Bellevue. To allow for the ease of monitoring and standardization, Bellevue retains all rights to any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

Unless otherwise designated, Northshore will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in the Plan. If Northshore elects not to replace the equipment as required, Northshore may request that Bellevue replace the equipment and bill Northshore for any costs associated with the replacement. In the alternative, Northshore may terminate this contract and service.

MUTUAL INDEMNIFICATION:

Each party will indemnify, defend, and hold the other party (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) party's breach of any obligations, representations, or warranties under the Agreement, (b) party's outside business activities, (c) any negligent act or omission of the party, or (d) the infringement or misappropriation by party of any foreign or United States patent, copyright, trade secret, or other proprietary right in results. For this purpose, each party, by mutual negotiation, hereby waives, as respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the party

incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the offending party.

ASSIGNMENT:

This Agreement may be assignable by City. If Customer assigns this agreement without written authorization of the City, the City may terminate this Agreement without being in breach and shall be relieved of any further obligations. Additionally, the Customer shall not be entitled to a refund of any monies paid.

NOTIFICATIONS: Written notice to City of Bellevue shall be made to:

City Manager
City of Bellevue
P.O. Box 90012
Bellevue, Washington 98009-9012

Written notice to Northshore Fire Department shall be made to:

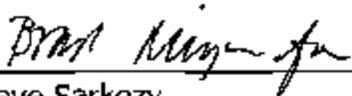
Thomas Weathers, Fire Chief
Northshore Fire Department
18030 73rd Avenue NE
Kenmore, WA 98028

AMENDMENTS: This Agreement constitutes the final and completely integrated agreement between parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement is valid unless in writing and signed by both parties. Either party may request modifications in the scope of permissible activities, terms, or conditions of this Interlocal Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Interlocal Agreement. Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: This Interlocal Agreement will become effective October 6, 2008.

TERMINATION: Either party may terminate this agreement upon 90 days written notice. Upon termination, Northshore will own its equipment. Bellevue shall retain ownership of any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. This Interlocal Agreement will remain in effect until terminated as provided herein. This Interlocal Agreement may be renewed by the

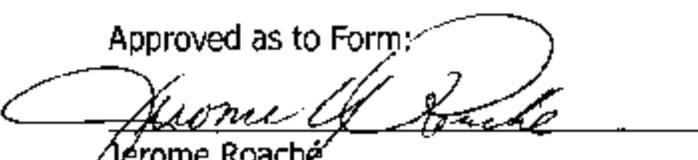
parties by a writing executed prior to the termination date.



Steve Sarkozy
City Manager



Thomas Weathers, Fire Chief
Northshore Fire Department

Approved as to Form:


Jerome Roache
Assistant City Attorney

**PUBLIC SAFETY WIRELESS IMPLEMENTATION
AND SUPPORT PLAN
FOR THE NORTSHORE FIRE DEPARTMENT**

The Bellevue Public Safety Wireless Mobile System includes applications for the City of Bellevue (Bellevue) Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the police and fire apparatus to the Bellevue Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It will enhance the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the associated equipment. The Northshore Fire Department will benefit by having a fully functional system, without the associated responsibilities and costs of developing and maintaining such a system. Consequently, the Northshore Fire Department will be alleviated of the responsibility for maintaining network connections and contracts with separate vendors. All of these services are provided by the City of Bellevue.

The City Bellevue will provide a full service turn-key public safety wireless package to the Northshore Fire Department. This will include startup/implementation, training, equipment, software licensing, and an ongoing service level agreement.

Bellevue would be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users.

To allow for the ease of monitoring and standardization, the City retains all rights to the Services and any computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

The Northshore Fire Department will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in this Implementation and Support document. If the Northshore Fire Department elects not to replace the equipment as required, they may request that Bellevue replace the equipment and bill the Northshore Fire Department for any costs associated with the replacement. In the alternative, the Northshore Fire Department may terminate this contract and service.

The City will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It shall be the responsibility of each Bellevue Communications Center Customer to provide the appropriate personnel to be trained.

A. Statement of Work

1. Contract
 - a. City of Bellevue writes Interlocal Agreement and Implementation Support Plan.
 - b. Northshore Fire Department return signed copy of Interlocal Agreement and Implementation Support Plan.
 - c. City of Bellevue City Council approval.
2. Equipment
 - a. Northshore Fire Department will define apparatus. Provide model, make, year, and asset information on each vehicle.
 - b. City of Bellevue performs Vehicle Survey.
 - c. Northshore orders equipment from Datec as determined by Bellevue.
 - d. City of Bellevue to review all apparatus for appropriate mounting solutions.
 - e. Agency to agree to final mounting solution.
 - f. Northshore orders agreed upon mounting equipment from Datec.
3. Installation
 - a. All installs will be done at the location of Northshore's choosing.
 - b. City of Bellevue will coordinate with Agency and provide installation schedule.
 - c. City of Bellevue will install mobile equipment to include computer, monitor, keyboard, modem, antennas, and mounting equipment.
4. Business Process
 - a. Northshore Fire Department is to define and alter Standard Operating Procedures as appropriate.
 - b. All operational dispatch issues will be determined via the Bellevue Communications Center Radio Procedures.
5. Wireless Coverage
 - a. Northshore Fire Department will work directly with the City of Bellevue for ordering the wireless coverage. City of Bellevue will setup accounts for Northshore and then provide Sprint with the Northshore billing information. Northshore will be responsible for the ongoing management and payment of the Sprint bills.
 - b. Northshore must work with the provider to define geographical areas that are covered.
6. Support

- a. Northshore Fire Department will identify a Fire Department contact who will be the first person contacted by the end user in Northshore Fire Department should an issue occur.
- b. The Northshore Fire Department contact will resolve all training issues and any other first-line troubleshooting issue as possible.
- c. The Northshore Fire Department contact person will forward any troubleshooting issues to the City of Bellevue Information Technology Department (ITD) help desk. The issues may include but will not be limited to:
 - i. Network outages
 - ii. Equipment problems
 - iii. Application issues
- d. ITD Help Desk will troubleshoot the problem and forward to appropriate division for resolution. This division may be another division of ITD or may be forwarded to a vendor for resolution. The City of Bellevue will provide an immediate response if the entire system fails or is down. Since equipment varies, depending of the nature of the failure, the City of Bellevue will respond within 24 hours as to the estimated amount of time it will take to repair the problem. If the failure is a minor failure and the system is functional, the City of Bellevue will attempt to remedy the problem within four business days and if not remedied, will work continuously towards a solution until the problem has been resolved.

7. Final Acceptance

- a. Final Acceptance will be determined by successful completion of the 10 day stability testing. During that 10 day period, the system must function as it's intended with no major (system-wide) issue. System-wide failures that cannot be corrected in a reasonable amount of time will result in restarting the 10 day test period.

B. Northshore Fire Department Wireless Schedule

Interlocal Agreement	October 6, 2008
Order MDC Equipment	October 7, 2008
Vehicle Survey	October 13, 2008
Determine Mounting Solution	October 17, 2008
Order Mounting Equipment	October 20, 2008
Install Equipment	November 17, 2008
10 Day Stability Testing	December 1, 2008
Final Go-Live	December 10, 2008

C. Payment Fee Schedule

1. The City will invoice the Northshore Fire Department 10 days from signing of the Interlocal Agreement.
2. All payments are due within 30 days of the date of invoice.
3. Equipment will be ordered upon signing of the Interlocal agreement.
4. There will be an ongoing M&O fee which covers the cost of Hardware Maintenance, Software Maintenance, and the City of Bellevue support of the system. This cost is \$864.00 per MDC and is included for the first eight months in the initial billing.

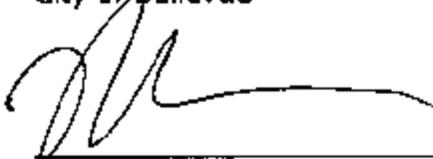
D. Equipment List

Northshore Fire	#	Year and Make of Apparatus	App. #	
Aid Cars	1	A51		\$4,915
Engines	1	E51		\$4,915
	1	E57		\$4,915
Command	1	B51		\$4,915
Rescue	1	R51		\$4,915
Subtotal	5			\$24,575
Northshore to COB Connectivity				\$4,800
Training				\$675
Network Support				\$640
Total				\$30,690

*Current Costs and are subject to change depending on final mounting solutions and timeliness of order.



Linda Pillo
Police Chief
City of Bellevue



Thomas Weathers
Fire Chief
Northshore Fire Department

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5839

AN ORDINANCE authorizing: 1) the City Manager or his designee to execute an interlocal agreement with the Northshore Fire Department to provide implementation services and integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Northshore Fire Department to provide Public Safety Wireless Mobile Communication Services, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 43489.

Section 2. The City's 2007-2013 General Capital Investment Program (CIP) Plan adopted by Ordinance No. 5711 on December 11, 2006, as previously amended, is hereby further amended to increase the project budget for CIP Plan No. PS-58, Zone 1 Wireless Project by \$30,690. Provided, however, if the actual revenue received from the anticipated sources specified herein shall be more or less than the anticipated amount set forth herein, the CIP Plan No. CIP Plan No. PS-58 shall be adjusted to be equal to the amount actually received.

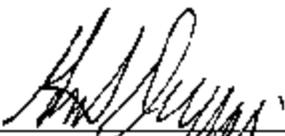
Section 3. The City's 2007-2008 General CIP Fund appropriation adopted by Ordinance No. 5711 on December 11, 2006, as previously amended, is hereby further amended to increase the budget by an estimated \$30,690.

Section 4. This ordinance shall take effect and be in force five (5) days after its passage and legal publication.

ORIGINAL

Passed by the City Council this 20th day of October, 2008
and signed in authentication of its passage this 20th day of October,
2008.

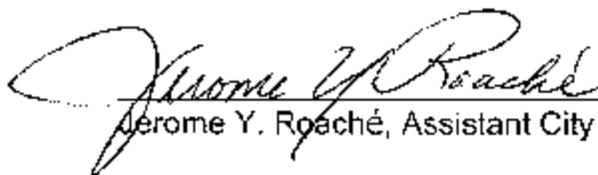
(SEAL)



Grant S. Degginger, Mayor

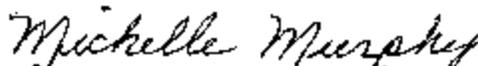
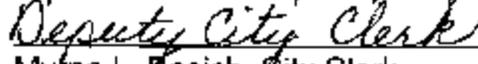
Approved as to Form:

Lori M. Riordan, City Attorney



Jerome Y. Roaché, Assistant City Attorney

Attest:

Myfna L. Basich, City Clerk

Published: October 23, 2008

Agenda

1065

City Council

Regular Session

MONDAY
October 20, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

		<u>Page</u>
1.	Call to Order	
2.	Roll Call, Flag Salute	
	(a) Commendation of BSD Superintendent Dr. Mike Riley's Service to the community	MAYOR <u>2-1</u>
	(b) Recognition of Police Volunteer, Gerry Katt	POL. <u>2-3</u> Marji Trachtman
3.	Communications: Written and Oral	
	<i>Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.</i>	
4.	Reports of Community Council, Boards and Commissions	

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



5. Report of the City Manager

(a) Management Brief providing update on development of a successor agreement to the existing BROTS Interlocal Agreement

TRAN/
PCD
Goran
Sparrman
Matt Terry

5-1

(For information and discussion.)

6. Council Business and New Initiatives

7. Approval of the Agenda

8. Consent Calendar

(a) Minutes of September 22, 2008 Extended Study Session
Minutes of October 6, 2008 Study Session
Minutes of October 6, 2008 Regular Session

8a-1

(b) Motion to approve payment of claims for the period October 2, 2008 through October 17, 2008 and payroll for the period September 16, 2008 through September 30, 2008.

FIN

8-1

(c) Resolution No. 7811 authorizing execution of a four-year professional services agreement with Retnil Lockbox, Inc., in an amount not to exceed \$200,000, for lockbox processing of Bellevue's business tax returns and payments.

FIN

8-3

(d) Ordinance No. 5838 amending Chapter 3.37 of the Bellevue City Code relating to the duties and authority of the Director of Finance; amending Sections 3.37.090, 3.37.100 and 3.37.110. The amended sections will enable the Finance Director to set monthly credit limits on credit cards issued to staff.

FIN

8-7

* * (e) Ordinance No. 5839 authorizing: 1) execution of an Interlocal Agreement with the Northshore Fire Department to provide implementation services and integration into the City of Bellevue Public Safety Wireless Project, 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program Plan to increase

ITD

8-13

the project budget for Zone I Public Safety Wireless Project to reflect revenue to be received from the Northshore Fire Department (CIP Plan No. PS-58).

- | | | |
|---|------|-------------|
| (f) Resolution No. 7812 authorizing execution of a five-year lease agreement with an automatic five-year extension with Seattle SMSA Limited Partnership dba Verizon Wireless, at Coal Creek Natural Area. | PARK | <u>8-19</u> |
| (g) Resolution No. 7813 authorizing execution of the second amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill for emergency dispatching services. | POL | <u>8-25</u> |
| (h) Resolution No. 7814 authorizing execution of the fifth amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One Fire dispatch customers for emergency dispatching services. | POL | <u>8-29</u> |
| (i) Resolution No. 7815 authorizing execution of a consultant agreement with David Evans and Associates, Inc., in an amount not to exceed \$236,413, to prepare a pre-design analysis for the proposed roadway improvements and slope stabilization on 152 nd Avenue SE between Newport Way and SE 46 th Street (CIP Plan No. PW-W/B-74). | TRAN | <u>8-33</u> |
| (j) Ordinance No. 5840 modifying the parking restrictions on 108 th Avenue NE between NE 10 th Street and NE 12 th Street from "No parking from 7 a.m. to 6 p.m., except Sundays and Holidays" to "Two hour parking from 7:00 a.m. to 6:00 p.m., except Sundays and Holidays", amending Ordinance No. 5272. | TRAN | <u>8-43</u> |
| (k) Motion to award Bid No. 8270, Highland Middle School Trail, to Construct Co., in the amount of \$45,836.10, as lowest responsible and responsive bidder as part of the Pedestrian Access Improvements Program (CIP Plan No. PW-W/B-56). | TRAN | <u>8-47</u> |

4065

Page

- (l) Motion to award Bid No. 8016 to Road Construction NW, in the amount of \$147,134.00, as the lowest responsible bidder as part of the Neighborhood Enhancement Program to install a 6-foot concrete sidewalk, curb and gutter on the east side of 130th Place SE, from Newport Way to 130th Avenue SE (CIP Plan No. NEP-1 and PW-W/R-56 Pedestrian Access Improvements).

TRAN

8-53

9. Public Hearings

10. Land Use

- (a) * Consideration of the application of West Pacific Development (Zheng Rezone) to rezone a .57 acre parcel at 16226 Northrup Way from Single Family-High Density (R-5) to Single Family-Urban Residential (R-7.5). The site is located in the Crossroads Subarea. File No. 08-122538-LQ.

Hearing Examiner

10-1

DEV
SRVCS
Matthews
Jackson

Ordinance No.5841 approving the rezone application of West Pacific Development, LLC (Jack Zhong) to rezone a .57 acre tract of land at 16226 Northrup Way, from Single Family-High Density (R-5) to Single Family-Urban Residential (R-7.5), subject to one condition. The site is located in the Crossroads Subarea. File No. 08-122538-LQ.

(Council discussion on this matter was held on October 6, 2008.

This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, your decision would be appealable to Superior Court.

The Hearing Examiner recommends Council approval with conditions detailed in the proposed Ordinance.)

Page

11. Other Ordinances, Resolutions and Motions

- (a) Resolution No. 7816 authorizing: 1) execution of a contract with Wallace Properties for the management and leasing of the Lincoln Center property; and 2) execution of all leases and renewals associated with the Lincoln Center property. CIVIC SRVCS Nora Johnson 11-1

- (b) Resolution No. 7817 authorizing: 1) execution of an Environmental Covenant between the City, Advanta I, LLC, The Boeing Company and the Department of Ecology; and 2) execution of a Side Agreement Regarding Landfill Management Systems between the City, Advanta I, LLC and The Boeing Company in regards to the Eastgate park property. CAO Kate Berens 11-7

- (c) Resolution No. 7818 authorizing execution of a Master Easement Agreement between the City, the Bellevue Convention Center Authority and The Bravern, LLC. CAO Kate Berens 11-13

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 5839 authorizing: 1) entering into an interlocal agreement with the Northshore Fire Department to implement a service provision for their integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

FISCAL IMPACT

Adopting this Ordinance will amend the 2007-2013 CIP Plan No. PS-58, Zone 1 Wireless Project by \$30,690 and will be fully funded by contributions from the Northshore Fire Department. In addition, the 2007-2008 General CIP Fund appropriation will be amended to increase by \$30,690.

Ongoing operating and maintenance costs are estimated to be \$4,320 and will be budgeted in the ITD Fund and managed by the City of Bellevue. These costs will also be fully funded by the Northshore Fire Department.

STAFF CONTACT

Linda Pillo, Police Chief, 452-6059
Police Department

Tori Cramer, Chief Information Officer, 452-2972
Information Technology Department

POLICY CONSIDERATION

Should the City Council approve Ordinance No. 5839 authorizing: 1) entering into an interlocal agreement with the Northshore Fire Department to implement service provision for their integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department?

BACKGROUND

The Public Safety Wireless Mobile System includes applications for the City of Bellevue Fire and Police Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the fire and police apparatus to the Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is expected to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

Currently six agencies who are customers of the Communications Center take advantage of this technology: Mercer Island Fire Department, Eastside Fire and Rescue, Woodinville Fire and Life Safety, Redmond Fire Department, Kirkland Fire Department and Clyde Hill Police Department. Northshore has an interest in using this technology to enhance their service delivery and has funding to allow them to move forward with this implementation.

This Interlocal Agreement between the City and the Northshore Fire Department will terminate at the time NORCOM comes into operation. At that time this functionality will be transferred to NORCOM.

The timeline for implementing this technology for Northshore Fire Department is as follows:

- Interlocal Agreements through City Councils by October, 2008
- Funding received in Bellevue by October, 2008
- Install in vehicles in November, 2008.

EFFECTIVE DATE

If adopted, this Ordinance will become effective on October 29, 2008.

OPTIONS

1. Adopt Ordinance No. 5839 authorizing: 1) entering into an interlocal agreement with the Northshore Fire Department to implement service provision for their integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

2. Do not adopt this Ordinance and provide alternative direction to staff.

RECOMMENDATION

Staff recommends Option 1: Adopt Ordinance No. 5839 authorizing: 1) entering into an interlocal agreement with the Northshore Fire Department to implement service provision for their integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

MOTION

Move to adopt Ordinance No. 5839 authorizing: 1) entering into an interlocal agreement with the Northshore Fire Department to implement service provision for their integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

ATTACHMENTS

CIP Project Description
Proposed Ordinance No. 5839

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement

PS-58 Zone 1 Wireless

Category: Police
 Department: Information Technology

Status: Approved and Begun
 Location: Zone 1 Agencies

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2007 Budget	FY 2008 Budget	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget
1,185,000	1,185,000	-	-	-	-	-	-	-

Description and Scope

The Public Safety Wireless Mobile System includes applications for the City of Bellevue (COB) Fire and Police Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It will serve as a key tool for communications between the fire and police apparatus to the Communication Center and provide the means for a voiceless field resource status system for the Fire Department. This system should provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources. The Zone 1 Fire Agencies may now take advantage of this technology as well. The ability for these agencies to participate in this wireless technology will greatly reduce radio traffic, improve officer and firefighter safety, and increase efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers.

Rationale

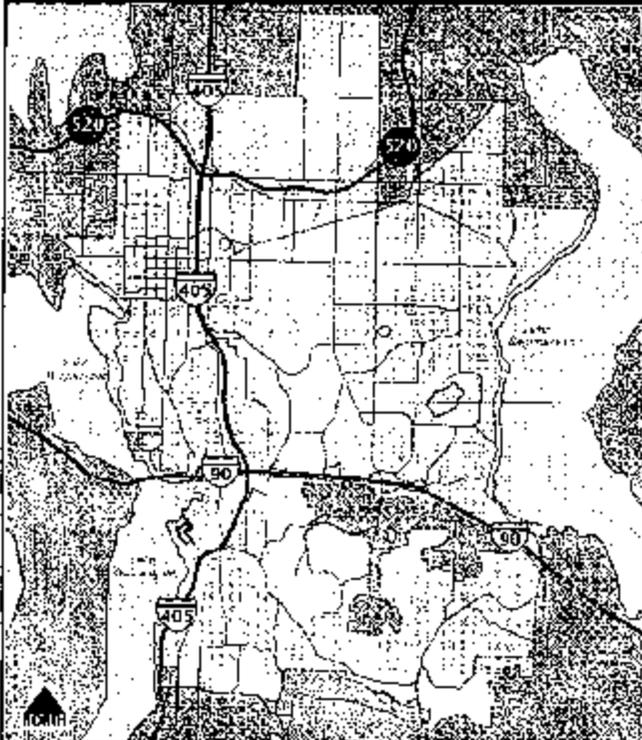
Providing a regional service package to the fire customers, which includes everything from initial installation to the ongoing support and maintenance of this system, will be beneficial to the City of Bellevue as well as to the Zone 1 customers. These benefits include: allowing a centralized agency to monitor and maintain the operational aspects of this system, simplification of monitoring and standardization, alleviating the fire customers of their responsibility for maintaining equipment inventories, network connections and contracts with separate vendors, and maximizing utilization of resources and reducing waste through unnecessary duplication of resources. It will also enhance the ability of Bellevue to maintain control and oversight of the COB network and all the associated equipment, with appropriate input and oversight of the Zone 1 customers. The benefit to the Fire Agencies will be a fully functional turn-key system, without the associated headaches and costs of developing and maintaining such a system.

Environmental Impacts

None.

Operating Budget Impacts

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2005 - 2008	1,185,000
Total Budgetary Cost Estimate:		1,185,000

Means of Financing

Funding Source	Amount
Federal Grants	485,891
Interlocal Contributions	699,100
Total Programmed Funding:	1,185,000
Future Funding Requirements:	0

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5839

AN ORDINANCE authorizing: 1) the City Manager or his designee to execute an interlocal agreement with the Northshore Fire Department to provide implementation services and integration into the City of Bellevue Public Safety Wireless Project; 2) amendment of the 2007-2008 General CIP Fund budget to increase the appropriation by \$30,690; and 3) amendment of the 2007-2013 General Capital Investment Program (CIP) Plan to increase the project budget for Zone 1 Public Safety Wireless Project (CIP Plan No. PS-58) to reflect revenue to be received from the Northshore Fire Department.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Northshore Fire Department to provide Public Safety Wireless Mobile Communication Services, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 2. The City's 2007-2013 General Capital Investment Program (CIP) Plan adopted by Ordinance No. 5711 on December 11, 2006, as previously amended, is hereby further amended to increase the project budget for CIP Plan No. PS-58, Zone 1 Wireless Project by \$30,690. Provided, however, if the actual revenue received from the anticipated sources specified herein shall be more or less than the anticipated amount set forth herein, the CIP Plan No. CIP Plan No. PS-58 shall be adjusted to be equal to the amount actually received.

Section 3. The City's 2007-2008 General CIP Fund appropriation adopted by Ordinance No. 5711 on December 11, 2006, as previously amended, is hereby further amended to increase the budget by an estimated \$30,690.

Section 4. This ordinance shall take effect and be in force five (5) days after its passage and legal publication.

1046-ORD
10/15/08

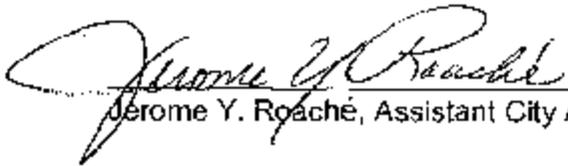
Passed by the City Council this _____ day of _____, 2008
and signed in authentication of its passage this _____ day of _____,
2008.

(SEAL)

Grant S. Degginger, Mayor

Approved as to Form:

Lori M. Riordan, City Attorney



Jerome Y. Roaché, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

1044-ORD
10/02/08

Thence North 1°04'40" East along the East line of the said subdivision, 512.63 feet to the true point of beginning;
Thence North 88°55'20" West 135 feet;
Thence South 1°04'40" West 150 feet, more or less, to the Northeasterly margin of county road;
Thence Southeasterly along said road margin, 149.47 feet more or less to the East line of said subdivision;
Thence North 1°04'40" East 214.17 feet, more or less, to the true point of beginning.

Situate in the City of Bellevue, County of King, State of Washington.

Section 3. This rezone shall be subject to the following condition:

Any future development on the property shall be limited to one access location (curb cut) on Northup Way. Individual, private driveways for dwelling units in a short plat will not be allowed.

Section 4. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

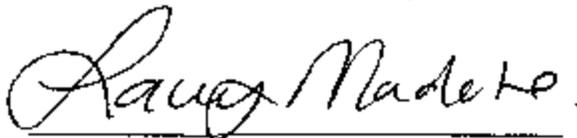
Passed by the City Council this _____ day of _____, 2008, and signed in authentication of its passage this _____ day of _____, 2008.

(SEAL)

Grant S. Degginger, Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Lacey L. Madche, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published _____



CR# 000 5839 Date: 11-19-08 Loc: 08-737 PO #: 811440-000

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Interlocal Agreement	Department: Information Technology
Contract Description: Interlocal Agreement w KC Fire Protection Dist 16 for PSW Implement/Support for Northshore Fire	Contract Manager: Carole Harper
Total Contract Value: N/A	Contract Type: Interlocal Agreement (ILA)
This Amendment Value: N/A	Contract Form: Custom contract document
	Budget Expenditure: Revenue

Vendor Information:

Is this a new vendor? No	Tax ID #: N/A
Vendor Name: Northshore Fire Department	COB License #: N/A
JDE Vendor Number: 36166	UBI #: N/A
Is this vendor an independent contractor? Yes	Contractor's License #: N/A

Contract Terms:

Original Effective Date: 10/06/2008 **End Date:** *Upon Termination* **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 10/20/2008 **Council Action:** Ordinance **Legislative #:** 5839

Route:

	In	Out
Contracting Services: <i>John Li</i>	10/21/08	10/23/08
Information Technology: <i>[Signature]</i>	10/21/08	10/21/08
Legal: <i>[Signature]</i>	10/24/08	10/28/08
Insurance Reviewed By: <i>Roanne Nicolai</i>	10/27/08	10/27/08
Department Director: <i>Bev Ni</i>	10/28/08	10/28/08
Contracting Services: <i>John Li</i>	11/13/08	11/13/08
Return To: Bev Ni		
City Clerk's Office: <i>Chaugen</i>	11-14-08	11-19-08

No insurance requirement

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments: