



## **INFORMATIONAL MEMORANDUM**

**TO: Community Services and Safety Committee**

**FROM: Chief of Police Eric Drever**

**BY: Chief of Police Eric Drever**

**CC: Mayor Ekberg**

**DATE: May 10<sup>th</sup>, 2021**

**SUBJECT: Service Level Agreement with Valley Communications**

### **ISSUE**

The Tukwila Police Department and Valley Communications desire to enter into an Agreement for the purpose of establishing level of service requirements that will apply to both parties in the provision of emergency police communications services.

### **BACKGROUND**

As a city that formed Valley Com and along with other member cities, administers Valley Communications' ongoing operations, member city obtains and pays for Valley Communications' emergency communication services as provided for under the Valley Communications Interlocal Agreement. Due to its unique administrative status as a member city, Valley Communications and its member cities have not previously established written level of service requirements and technical expectations as they mutually implement emergency police communication services.

### **DISCUSSION**

To clarify expectations of dispatchers, call receivers, and officers, Valley Communications and the City of Tukwila jointly seek to establish a Service Level Agreement (SLA). All member agencies are seeking approval of the same SLA with their respective member cities. The proposed SLA has been vetted through the Tukwila City Attorney's Office.

### **FINANCIAL IMPACT**

There is no financial impact.

### **RECOMMENDATION**

The Council is being asked to approve the Service Level Agreement with Valley Communications and consider this item at the May 24, 2021 Committee of the Whole meeting and subsequent June 7, 2021 Regular Meeting.

### **ATTACHMENTS**

SLA



## SERVICE LEVEL AGREEMENT FOR EMERGENCY COMMUNICATION SERVICES

This **SERVICE LEVEL AGREEMENT FOR EMERGENCY POLICE COMMUNICATION SERVICES** (“Agreement”) is entered into between the **VALLEY COMMUNICATIONS CENTER**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“Valley Com”), and **[insert member city name here]**, a Washington non-charter code city (“Member City,”) and together with Valley Com, the “Parties” and each a “Party”).

### RECITALS

A. Valley Com was formed pursuant to the Valley Communications Center Interlocal Agreement, as amended and restated on April 17, 2000, as it may be further amended from time to time (the “Valley Com Interlocal Agreement”), as a governmental administrative agency pursuant to chapter 39.34 RCW for the purpose of providing police, fire, and medical aid emergency communication services in south King County and surrounding regions.

B. Under the terms of the Valley Com Interlocal Agreement, Valley Com provides emergency communication services to its Member Cities (as defined in the Valley Com Interlocal Agreement) and other municipal corporations that exist within the logical, physical service area of Valley Com and that are in need of emergency communication services.

C. As a city that formed Valley Com and, along with other Member Cities, administers Valley Com’s ongoing operations, Member City obtains and pays for Valley Com’s emergency communication services as provided for under the Valley Com Interlocal Agreement. Member City operates a police department, and accordingly, partners with Valley Com in the provision of emergency police dispatch communication services.

D. Due to its unique administrative status as a Member City, Valley Com and its Member Cities have not previously established written level of service requirements and technical expectations as they mutually implement emergency police communication services.

E. The Parties desire to enter into this Agreement for the purpose of establishing level of service requirements that will apply to both Parties in the provision of emergency police communications services.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the terms and conditions set forth below, the Parties agree as follows:

### AGREEMENT

1. DEFINITIONS. The following new definitions apply to this Agreement:

“ACCESS” means “A Central Computerized Enforcement Service System”, the data system supporting all law enforcement agencies within the State of Washington and is owned and operated by the Washington State Patrol.

“APCO” means the “Association of Public-Safety Communications Officers,” an international association with State Chapters.

“CAD” means the “Computer Aided Dispatch” system owned by Valley Com.

“Call” means any request for public safety assistance, regardless of the media used to make the request, including voice, text, video, or data.

“Contract Agency,” when used in this Agreement, has the same meaning as “Subscribing Agency.”

“Mission Critical Systems” means those systems which, should they fail, would significantly delay or stop the Member City’s ability to receive an incident dispatch of a call for service from Valley Com.

“NENA” means “National Emergency Number Association.”

“Project Approval Process” means the process approved by the Valley Com Administration Board by which new initiatives become projects that Valley Com will implement.

“Valley Communications Center Standard Operating Procedures” means the list of approved and signed procedures enacted by Valley Com, as it may be amended, modified and/or restated from time to time.

2. TERM: This Agreement will take effect on the last date signed below, and shall be automatically renewed on January 1st of each year thereafter for a period of 15 years unless Member City withdraws its participation in Valley Com or Valley Com is terminated under the terms of the Valley Com Interlocal agreement, at which time this Agreement will also immediately terminate. This Agreement also may be extended by mutual agreement of the Parties.

3. VALLEY COM LEVEL OF SERVICE RESPONSIBILITIES. During the term of this Agreement, Valley Com will:

- 3.1 Maintain radio and support communications with the Member City from the time of the initial dispatch until conclusion of the emergency and provide additional assistance as needed.
- 3.2 Provide the Member City with a copy of the Valley Communications Center Standard Operating Procedures, including amendments and updates.
- 3.3 Provide access to Valley Com’s F.C.C. licensed radio system resources, subject to those

- constraints and restrictions established and imposed by the Valley Com Administration Board.
- 3.4 Receive emergency & non-emergency calls for service, interview and dispatch following Valley Com policies; 24x7x365.
  - 3.5 Collaborate with the Valley Com Operations Board when effecting changes in Valley Com practices and policies related to call interviewing and dispatching of units.
  - 3.6 Recognize the following national and/or local standards and report as performance objectives at least annually. For each standard, management will work with the Member City and Valley Com Operations Board to develop mutually agreeable strategic plans to address any gaps.
    - 3.8.1 NENA call answering standard
    - 3.8.2 APCO/NENA ANS Standard for the Establishment of a Quality Assurance and Quality Improvement Program for PSAPs
    - 3.8.3 Washington State training requirement for Telecommunicators
  - 3.7 Ensure Operations staff are appropriately trained and prepared to perform their role.
  - 3.8 Ensure that a continuity of operation plan exists, is current, and is routinely exercised.
  - 3.9 Hold Technical User Group meetings comprised of Valley Com and Member City technical staff as a forum to share information, explore solutions, and inform the technology plan.
  - 3.10 Record and retain as required by law appropriate telephone, radio and electronic communications.
  - 3.11 Provide available CAD incident data for Member City's records management and other systems.
  - 3.12 Disallow access to Member City owned systems without prior permission from the Member City.
  - 3.13 Provide Member City with prior notice of service impacting maintenance to the extent reasonable under the circumstances.
  - 3.14 In the event Valley Com becomes aware of a cyber-security breach of Valley Com's system(s), Valley Com will notify Member City as soon as reasonably possible.
  - 3.15 Route complaints and/or inquiries as to Member City personnel performance or conduct through Valley Com's chain of command to Member City's Supervisory or Management staff.
  - 3.16 Provide information, data inquiries, and other related tasks, should Member City be unable to directly access information.
  - 3.17 When practical, regularly attend Valley Police Chief meetings, Patrol Commander meetings, King County Police Chief Association meetings, and other similar regional police meetings.
  - 3.21 Because Valley Com has limited technical resources, track time spent on Member City

ad hoc work requests that are not related to an approved project, and when Valley Com believes the effort is impacting other project deliverables, the Member City will be consulted to develop a mutually agreeable work plan or other resolution.

- 3.22 Avoid interaction with Member City's contractor(s) to request service which would create a financial obligation on the Member City.

4. MEMBER CITY LEVEL OF SERVICE RESPONSIBILITIES. During the term of this Agreement, the Member City will:

- 4.1 Provide and maintain written alarm response procedures, on forms acceptable to Valley Com, designating equipment and other resources to be dispatched.
- 4.2 Comply with and conform to operational policies, practices, and apparatus numbering configurations to those established by Valley Com Operations Board and/or Valley Com Administration Board; apparatus renumbering will not be implemented without consultation with Valley Com.
- 4.3 Comply with all Criminal Justice Information Services (CJIS) policies and requirements.
- 4.4 Provide reasonable notice of annexations, incorporations, changes to Member City jurisdiction boundaries and response plans to allow sufficient time for Valley Com to incorporate changes.
- 4.5 Follow the established radio communications protocols approved by the Valley Com Operations Board.
- 4.6 Train Member City personnel to be familiar with and appropriately use radio and CAD equipment.
- 4.7 Participate in the Valley Com Tech User Group meetings.
- 4.8 Follow the Project Approval Process as defined in this agreement.
- 4.9 Not commit Valley Com to an action, work or purchase without prior agreement from Valley Com.
- 4.10 Not allow Member City personnel to access Valley Com systems without prior permission from Valley Com.
- 4.11 Not interact with Valley Com's contractor(s) to request service that would create a financial obligation for Valley Com.
- 4.12 In the event the Member City becomes aware of a cyber-security breach of Member City systems that touch Valley Com systems, notify Valley Com as soon as reasonably possible.
- 4.13 Complaints and/or inquiries as to Valley Com performance or conduct will be routed through the Member City's chain of command to Valley Com's Supervisory or Management staff.

5. SYSTEMS AND SERVICES SUPPORT: The following support and service levels and obligations apply to Valley Com and the Member City:

- 5.1 Normal business hours for Valley Com technical support are Monday through Friday, 8:00 am to 4:30 pm, excluding holidays and weekends. After hours, the on-duty supervisory staff will triage issues and will call out Tech Support if required.
- 5.2 The Member City recognizes that its internal systems and connectivity may be integral to the performance of a Valley Com owned or managed system. The Member City agrees to troubleshoot issues prior to calling out Valley Com Technical staff.
- 5.3 To report issues during normal business hours, the Member City will notify Valley Com via email to [support@valleycom.org](mailto:support@valleycom.org) or by calling the Help Desk at 253-372-1575.
- 5.4 The following definitions and response time guidelines will be used by the Member City and Valley Com, whether during or outside of normal business hours:
- Priority 1 (Mission critical) – significant delay or prohibits Member City’s ability to receive notification of a call for service. Immediate call out.
  - Priority 2 – core operations unaffected but impacts efficiency. Initial response in 12-24 hours
  - Priority 3 – inconvenient or annoying but clear workarounds exist. Initial response in 24-72 hours.
  - Priority 4 – non-emergent, non-impacting. Initial response in 72 or more hours.
- 5.5 Contacts outside normal business hours for affected systems and VCC’s response to issues are as follows:

| Priority                                | After Hours   | Systems   | Notes  |
|---|---|---|--|
| 1 – Mission Critical Immediate Call Out | Com Room Supervisor<br>253-372-1490   | VHF Paging Radio (See Note*)                      | Widespread outages, not individual radio or paging issues. |
| 2 – Response in 12-24 hours             | Com Room Supervisor<br>253-372-1490   | WebQUERY<br>MobileCOM<br>NetMotion                | Agency internal Tech Support available for consult.        |
| 3 – Response in 24-72 hours             | 253-372-1575 or<br><a href="mailto:Support@valleycom.org">Support@valleycom.org</a> | UDS transfer to RMS<br>Active 911**<br>(See Note) |  |
| 4 – Response 72 or more hours           | 253-372-1575 or<br><a href="mailto:Support@valleycom.org">Support@valleycom.org</a> | ESRI Dashboards                                   |  |

\* Radio note – Valley Com contracts with King County Radio Shops for radio maintenance. Should there be system-wide radio issues, the Valley Com supervisor will notify the Shops for response. When PSERN Operator assumes ownership of the radio system, all responsibility will transition to PSERN.

\*\* Third party applications are governed by contracts between the vendor and Member City. Valley Com will verify CAD data is being passed to these systems but cannot address issues within these types of applications.

5.6 Future Systems and Service priorities will be mutually agreed to as part of implementation and may be added to this Agreement.

6. NEW PROJECT APPROVAL: The Parties will utilize the following project approval selection parameters and process, which were adopted by the Valley Com Administration Board on March 4<sup>th</sup>, 2016, and which are subject to further Administration Board amendments enacted after that date:

6.1 The purpose of this section 6 is to allow for a thorough review of Member City and Contract Agency requests requiring use of Valley Com resources and to assess impacts to the project schedule. Valley Com should not engage in projects without being able to make a reliable, sustainable commitment to completion of the project. Implementing this process will allow for more collaboration with Member City and reduce independent implementation, instead creating more system-wide opportunities to allow for and establish or re-assess project priorities.

6.2 For the purposes of this Section 6, the following definitions will control:

6.2.1 Project – Any operational or technical change to Valley Com. Examples include, without limitation:

- Applications requiring interface or integration to existing systems
- Introduction of stand-alone applications
- Changes in policy or practice that affect com room workflow
- Changes in service area
- Other requests as determined by Valley Com

6.2.2 Project Champion/Sponsor – single point of contact within the Requesting Agency. This person will assist in presenting the project to the stakeholder groups.

6.2.3 Project Request Document – an internal document created and used by Valley Com

6.2.4 Stakeholder Group – may include one or more of the following groups:

- Advisory Committee on Technology (ACT)
- Patrol Commanders
- Z3 Ops Chiefs
- Operating Board
- Administration Board

6.3 The Parties will utilize the following process to evaluate and decide whether to adopt



a potential new project, if requested by a Member City or Contract Agency:

6.3.1 the Member City or Contract Agency provides an introductory proposal which must include a brief description of the project, the business need, and the timeline needed for implementation. Valley Com and requesting entity's Project Sponsor will jointly review the project to determine baseline information and complete a Project Request Document.

6.3.2 Valley Com further evaluates the request to determine the following:

- Level of effort required
- Whether proposed solution meet expected outcomes
- Potential for discipline-wide/Center-wide implementation
- Whether solution introduces other issues
- Operational and technical impacts
- Estimated project timeline for implementation
- Ongoing support requirements
- Ability to support project; personnel, finance, current project schedule

6.3.3 Valley Com will then prepare and present a recommendation to Project Sponsor, reviewing results of evaluation and supporting documentation. If Valley Com determines the project proposal is feasible and warrants more consideration, Valley Com and/or the Project Sponsor will conduct further analysis to prepare a scope of work draft.

6.3.4 Valley Com and Project Sponsor will present the project proposal to appropriate stakeholder group(s) to inform them of project details including scope, cost, timelines, and impacts to schedule, if any. The stakeholder group will then make a recommendation whether to approve or not approve the project to the remaining stakeholder groups, if any, all subject to final approval from the Valley Com Administration Board, except for project requests that are minor in scope.

6.4 If Valley Com deems a project request to be minor in scope and to not adversely impact Operations, Tech Services or Valley Com's project schedule, Valley Com may opt to approve and implement the request without further process.

7. LIMITATION OF AGREEMENT. This Agreement is entered into for the benefit of the Parties to this Agreement only. The Agreement is not intended to confer any benefits on any other parties and therefore no other or third party shall be entitled to rely on the terms of this Agreement or anticipate receipt of any benefit as a result of the performance of this Agreement.

8. INDEPENDENT CONTRACTOR; RIGHTS OF VALLEY COM OVER EMPLOYEES. In providing services under this Agreement, Valley Com is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Member City for any

purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability.

Valley Com retains sole authority and control over its personnel, including but not limited to the authority to set standards of performance and discipline for Valley Com employees and any other matters related to control over Valley Com personnel and performance of its employees.

9. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for emergency police communication services; however, in the event of a conflict between the provisions of this Agreement and the Valley Com Interlocal Agreement, the Valley Com Interlocal Agreement's terms will prevail over this Agreement. Any and all prior verbal statements made by any representative of Valley Com shall not be construed as forming a part of or altering this Agreement in any manner. This Agreement may be executed in one or more counterparts.
10. Effective Date. This Agreement will take effect on the last date signed below, with subsequent terms renewable as provided for in Section 2.

(Signatures on following page)

**VALLEY COMMUNICATIONS CENTER**  
27519 108<sup>th</sup> Avenue S.E.  
Kent, Washington 98030

**[insert member city name here]**

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By: \_\_\_\_\_  
Lora Ueland, Executive Director

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_