

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>October 27, 2014</u>
Subject:	<u>Adoption of Resolution 2014-AA</u>	Prepared by:	<u>Greg Jacoby</u>
	<u>Approving an Agreement between the</u>		<u>Town Attorney</u>
	<u>Town of Eatonville and South Sound</u>	Atty Routing No:	_____
	<u>911 for Dispatch and Related Services</u>	Atty Review Date:	<u>October 23, 2014</u>

Summary: Since 2008, the Town of Eatonville has found it to be fiscally prudent to contract for information services, dispatch services, and records management services (“911 Services”) in support of the Town’s police department. The Town currently contacts with the city of Fife for these 911 Services on a calendar year basis. South Sound 911 is a voter-approved interlocal agency that supports public safety throughout Pierce County through 911 and dispatch, records and technology services, and a regional, interoperable first responder radio system. South Sound 911 has offered to contract with the Town to provide 911 Services on an annual basis commencing January 1, 2015 at an annual cost of \$32,412. Town staff has evaluated the proposal from South Sound 911 and has concluded that it is a cost effective approach for the Town. Town staff proposes to provide written notice to Fife terminating the current contract for 911 Services effective January 1, 2015.

Recommendation: Staff recommends approval of the Agreement with South Sound 911 for dispatch and related services commencing January 1, 2015.

Motion for consideration: I move to approve the Agreement with South Sound 911 for dispatch and related services commencing January 1, 2015.

Fiscal Impact: \$32,412 for the calendar year 2015.

Attachments: Resolution 2014-AA

RESOLUTION 2014-AA

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, APPROVING A CONTRACT WITH SOUTH
SOUND 911 FOR DISPATCH AND RELATED SERVICES
COMMENCING JANUARY 1, 2015**

WHEREAS, since 2008, the Town of Eatonville has found it to be fiscally prudent to contract for information services, dispatch services, and records management services ("911 Services") in support of the Town's police department; and

WHEREAS, the Town currently contacts with the city of Fife for these 911 Services on a calendar year basis; and

WHEREAS, South Sound 911 is a voter-approved interlocal agency that supports public safety throughout Pierce County through 911 and dispatch, records and technology services, and a regional, interoperable first responder radio system; and

WHEREAS, South Sound 911 has offered to contract with the Town to provide 911 Services on an annual basis commencing January 1, 2015 at an annual cost of \$32,412; and

WHEREAS, Town staff has evaluated the proposal from South Sound 911 and has concluded that it is a cost effective approach for the Town; and

WHEREAS, Town staff proposes to provide written notice to Fife terminating the current contract for 911 Services effective January 1, 2015; now, therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Agreement with South Sound 911 for dispatch and related services commencing January 1, 2015, a copy of which is attached as Exhibit A, is approved and the Mayor is authorized to sign said Agreement.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 27th day of October, 2014.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

SOUTH SOUND 911 SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter "SS911") and the Town of Eatonville, (hereinafter "USER") to delineate the terms and conditions upon which SS911 will provide service to "USER".

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Definitions

- A. Agency: Means South Sound 911.
- B. User: Means a criminal justice agency as defined in Chapter 10.97 RCW and who is a signatory to this Agreement.
- C. Information: Means any data maintained by SS911 in manual or automated files, and data obtained through SS911 from other non-SS911 agency files or systems such as ACCESS (Washington Central Computerized Enforcement Service System).
- D. Office of Record: SS911 is the office of record for the incident data (CAD system - Computer Aided Dispatch, the historical CLEAR system - Consolidated Law Enforcement Automated Records), WebRMS, and local Criminal History. Pierce County Corrections is the office of record for JMS (Jail Management System). The Washington State Patrol controls the ACCESS/WACIC (Washington Crime Information Center)/NCIC (National Crime Information Center) systems. Pierce County Juvenile Courts is the office of record for JUDI (Juvenile Detention Information).
- E. Records Custodian: SS911 is the records custodian for applications residing on the SS911 servers, such as local warrant data, and data residing in the data warehouse.
- F. Member Agency: Includes Pierce County, City of Tacoma, City of Lakewood, City of Puyallup, City of Fife, and Pierce County Fire District No. 3.

2. Scope of Services

SS911 will provide the following: Information Services, Dispatch Services and Records Management Services. The terms and conditions for services are attached hereto as Attachments A, B, and C, and incorporated herein. Public counter services such as fingerprinting and concealed weapons permitting are not covered by this Agreement.

3. Access to Information

- A. It is understood and agreed that SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by USER.
- B. It is understood and agreed that the information maintained or obtained by SS911 is solely for its Agency purposes. USER may request changes to the methods of retrieval of information through advisory committees administered by SS911.
- C. It is understood and agreed that SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- D. It is understood and agreed that USER shall at all times act in strict accordance with the provisions of the Criminal Records Privacy Act, Chapter 10.97 RCW and Public Disclosure Law, Chapter 42.56 RCW, and further, to ensure security and privacy, USER agrees that:
 - i. All users shall treat information as confidential.
 - ii. Dissemination of information shall be pursuant to established Agency Policy and Procedures.
 - iii. Requesters for Agency Criminal History Information or copies of Agency documents shall be directed to SS911 Information Services for processing and dissemination, unless authorized by established Agency Policy and Procedures.
 - iv. Secondary dissemination of information provided to USER by SS911 shall not be made other than as required by law. If dissemination is contemplated, SS911 is to be notified consistent with the law.
 - v. Reproduction of information contained in computerized and manual files shall not be made except as required by law.
 - vi. Disposal of printed information shall be by destruction.
 - vii. USER shall ensure that physical security measures are present to prevent loss, modification, and unauthorized access to information.
- E. It is further understood and agreed that USER shall limit access to criminal justice employees who are authorized to access such information, and further, ensure that the use of such information is limited to the purposes of criminal justice, as set forth in Chapter 10.97 RCW. Further, USER agrees that the placement of the computer shall be in a secure location, with access limited to the aforementioned criminal justice employees whom shall have individually identified user accounts. For computers mounted in a vehicle, USER shall use all available means to secure the computer and in a manner that the information on the screen is only visible to officers.

4. Fees for Services

- A. Until January 1, 2015, USER shall pay to the City of Fife all fees associated with the 2014 dispatch agreement USER has with the City of Fife. No payment shall be made to SS911. It is understood that as of the below effective date, service from the City of Fife will cease and service from SS911 will begin.
- B. For 2015 USER shall pay quarterly to SS911 an annual amount of \$32,412. Invoices will be sent to USER at the beginning of each quarter and payment shall be due within 30 days of receipt of invoice.
- C. For 2016 and thereafter USER shall pay according to the SS911 service fee allocation formula.

5. Contract Administration and Right to Audit

It is further agreed between the parties that SS911 is authorized to audit the use of the services by USER, and further, is authorized to immediately disconnect USER in the event of any perceived violation of the conditions of this Agreement herein.

6. Terms of Agreement

This Agreement will be effective and SS911 services will begin on the effective date listed below and will remain in effect until canceled. Either the USER or SS911 may terminate this Agreement at any time, with or without cause, by notice in writing to the other. This notice is to be given a minimum of sixty (60) days prior to the termination date, except as provided in Section 5 of this Agreement. Written notices shall be provided, in the case of SS911, to:

South Sound 911
Budget & Finance Manager
955 Tacoma Ave. S., Suite 102
Tacoma, WA 98402

7. Indemnification

The USER agrees to defend, indemnify and hold harmless the Agency, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceeding however caused, arising directly from, or indirectly out of, any action or conduct of the USER in the exercise or enjoyment of this Agreement.

8. Changes to Agreement

Either party may request changes in this Agreement. Any and all modifications shall be mutually agreed upon and incorporated by written amendment to this Agreement and executed by the parties hereto.

This Agreement represents the entire agreement between those parties and supersedes any prior oral agreements, discussions, or understandings between the parties.

DATED this ___ day of _____, _____.

EFFECTIVE the 3rd day of November, 2014 at 12:01AM PST.

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911

TOWN OF EATONVILLE

Andrew E. Neiditz
Executive Director

Print Name:

Print Title:

Approved as to Budget:

Address:

Janet Caviezel
Budget & Finance Manager

Approved as to Form:

City/State/Zip

Peter Beckwith
Legal Advisor

ATTACHMENT "A"
Information Services Policy

Purpose: The purpose of this policy is to delineate the responsibilities of South Sound 911 and USER agencies in regard to Information Technology activities such as Internet access, security, acquisition and maintenance of applications, work stations, and printers, and to establish a protocol for connecting to the South Sound 911 network and computer systems.

1. Acquisition and Maintenance

- A. Additional work stations, printers, and connectivity devices shall be the responsibility of the USER agency. Any wiring, modems, phone lines, etc. required to connect the devices to the computer is the responsibility of the USER agency, unless, specifically covered by this Agreement in "Attachment B". Any such items that relate to the SS911 system shall be approved by SS911 to insure that it is compatible with the system, will not degrade other users and that SS911's systems have the capacity to accept the device.
- B. Maintenance of both existing and additional USER-related equipment is the responsibility of the USER.
- C. Any USER-supplied software that has the capability of impacting the SS911 Systems shall be approved by SS911 prior to installation.
- D. SS911 will provide technical assistance (beyond normal establishment of service) through SS911 Information Technology staff, per the hourly cost set by the SS911 Policy Board.
- E. SS911 is responsible for maintaining the SS911 system, including the connectivity devices, work stations, monitors, and printers used solely in SS911. SS911 is also responsible for CAD work stations and monitors that are owned by SS911.

2. General Use

- A. USER will establish a central point of contact for SS911 so that USER can be notified of impending changes, system non-availability and other technical issues.
- B. USER is responsible for ensuring USER employees understand how to get assistance from SS911 should problems occur.
- C. SS911 will provide support in accordance with terms outlined above or as published in the Agency Fee Schedule.

ATTACHMENT "B"
Dispatch Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to police dispatch services and fees associated therewith.

1. South Sound 911 Responsibilities

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by USER.
- B. Handle calls according to the procedures established by SS911 and its user committees.
- C. Maintain radio and support communications with USER from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

2. USER Responsibilities

- A. USER shall comply with the standard operating procedures (SOP) for services as may be established from time to time by SS911 and its various committees that establish protocols and SOPs.
- B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.

ATTACHMENT "C"
Records Management Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to Records Management Services (RMS) and fees associated therewith.

1. South Sound 911 Responsibilities (will vary depending on service level selected by USER)

- A. Provide additional services as selected by USER including:
 - i. Records Management – Core Technology which includes RMS modules such as Field Based Reporting, Supervisor Review Queues, Electronic Distribution and others used by Patrol, Investigations and Police Administration.
 - ii. Records Management – Core Operations which include Archiving, Data Entry, Distribution and Statistical Reporting.
 - iii. Records Management –Public Service which includes Public Disclosure documents only. All other Public Service functions including fingerprinting and concealed weapons permit processing shall be performed by USER.
 - iv. Records Management – Warrant Service which includes the entry, confirmation, maintenance and validation of any Warrants or Orders.

2. USER Responsibilities

- A. USER shall comply with the standard operating procedures for records management as may be established from time to time by SS911.
- B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.