

ORIGINAL

**AGREEMENT
BETWEEN
SKAGIT COUNTY EMERGENCY MANAGEMENT COUNCIL
AND
CITY OF ANACORTES**

**FOR THE PURPOSE OF
MANAGING AND MAINTAINING
TECHNOLOGY SUPPORTING FIRE & EMS USERS**

I. IDENTITY OF PARTIES

THE PARTIES OF THIS AGREEMENT ARE:

- A. The Skagit County Emergency Management Council, the governing body of Skagit 911 as defined by Interlocal Agreement, hereinafter referred to as the "EMC", and
- B. City of Anacortes, a Washington Municipal Corporation of the State of Washington, hereinafter referred to as "Anacortes".

II. RECITALS

WHEREAS, Anacortes provides fire protection for the area and citizens within its boundaries; and,

WHEREAS, Anacortes has agreed to provide consolidated emergency and public safety communications by Interlocal agreement and,

WHEREAS, the parties of the agreement have provided in the Interlocal Cooperation Agreement, recorded under Skagit County Auditor's File No. 9901040106 (the "Interlocal Agreement"), and amended under File No., 200508100029 for a County-Wide Public Safety Communications Center. The Interlocal Agreements specify that allocation of financial responsibility between local governments and agencies for service specific capital expenditures shall be funded by the agencies of the specific service that receive the benefit.

III. AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits of this agreement and the considerations recited herein, the PARTIES do hereby agree as follows:

- A. Purchase of Software, Equipment, Supplies. The EMC, acting through Skagit 911 shall purchase software and/or equipment to support technology enhancements that will support Fire and EMS agencies within Skagit County to include:

- (a) Fire Mobile System, herein referred to as "Mobile", provided by Spillman Technologies to include all components and licensing to support Automatic Vehicle Location (AVL), Voiceless Dispatch (VLD) and SPSS service provided by Skagit County Information Services
 - (b) CADView connections provided by Skagit County Information Services
 - (c) Future technologies provided by Spillman Technologies as specifically approved by EMC, Skagit County Information Services and Skagit County Sheriff supporting Skagit County Fire and EMS agencies
 - (d) Future technologies, as approved by EMC, to support technology advances supporting Skagit County Fire and EMS agencies
- B. System Management and Maintenance. The EMC acting through Skagit 911 shall manage and maintain Mobile and CADView to support the Fire and EMS agencies within Skagit County to include costs for licensing, administration, maintenance, and enhancements as described herein.
- C. Maintenance Fees. The Fire and EMS agencies utilizing Mobile within Skagit County shall pay to the EMC an annual amount for actual incurred costs for licensing, administration, maintenance and enhancements of said system based on the total costs of the system, as determined by Skagit County Information Services, Skagit 911 and the associated Vendor of said products, divided equally by the number of apparatus licenses accessing the system, so long as costs are not provided by grant funding. The agency amount will be billed and is to be paid in quarterly increments in January, April, July and October of each year. A summary of all costs will be provided with each invoice. Costs for reserve licenses and maintenance will not be attributed to the current user agencies but will be supported by future users of Mobile.
- D. The Fire and EMS agencies utilizing CADView within Skagit County shall pay to the EMC an annual amount of actual incurred costs for licensing, administration, maintenance and enhancements as determined by Skagit County information Services and Skagit 911, divided equally by the number of agency users utilizing the product. Skagit 911 will not be responsible for purchasing or maintaining any equipment owned by Anacortes for this product.
- E. Future Costs. Costs for future technology changes will be addressed at that time with an amendment.
- F. Term. This Agreement shall continue from year to year and may be terminated by the parties by giving 6 months written notice of its intention to terminate its agreement.
- G. Additional Rules and Obligations. The parties further agree to abide by and support all rules and regulations as are adopted by the EMC as those rules now exist or may hereafter be amended.

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IV. OWNERSHIP OF SPILLMAN PUBLIC SAFETY SYSTEM

- A. System Ownership. Skagit County shall retain full ownership of the Spillman Public Safety System (SPSS) system. The Skagit County Sheriff shall be the sole and final authority for any process, procedural or configuration conflicts in any aspect of the system operation and/or use.
- B. System Management. Skagit County shall be the license manager of the Spillman Technologies software provided to the Skagit County region in support of the SPSS including the newly added modules to support local fire districts and emergency medical services responders. In this capacity, all agencies with license to use the SPSS system from Spillman Technologies and through agreement with Skagit County Government or Skagit 911 shall be contractually required to receive approval from Skagit County Information Services and Skagit County Sheriff prior to purchase of any additional modules to determine compatibility and any additional costs associated with such license. All procured user licenses shall be transferred to Skagit County as soon as possible providing for grant requirements, but in any case, shall be at the acceptance of the next major release of the Spillman Public Safety System Software or two years from the date of procurement of license from Spillman, whichever is shorter.
- C. Local Agency Management. Anacortes will identify a SPSS manager to represent their agency in discussions of technology changes, enhancements, training and cost allocations.

V. TERMS AND CONDITIONS OF USE

- A. Access Restrictions. The Skagit County Sheriff may restrict access to the SPSS. In the event that it is discovered or reasonable belief is formed that there is unauthorized access including but not limited to hacking, the presence of computer viruses, or users utilizing the system for an improper purpose, the Skagit County Sheriff has sole discretion to restrict access and may take immediate measures and action necessary to protect public safety, that of law enforcement and other emergency providers, against damage to SPSS, and protect all confidential or sensitive information contained within SPSS. The Skagit County Sheriff shall employ reasonable efforts to specifically tailor both scope and duration of such restrictions to address the specific emergency situation at hand including evaluating whether or not it is reasonable to restricting access to only the portal or portals which this unauthorized access is or is likely to be gained based on the particular circumstances. The Skagit County Sheriff will provide notice of any restrictions as soon as reasonably feasible to the party.
- B. Licensing. Anacortes shall acquire a user license from Spillman Technologies to use software licensed by Spillman Technologies, and pay such maintenance fees as required by Spillman Technologies. Anacortes shall comply with all other terms and conditions of the Spillman Software license(s).
- C. Protection of Confidential Information. Any agency that is granted access

to the SPSS shall be fully compliant with Federal, State and Local laws that pertain to the protection of confidential information, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

- D. Disclaimer. Anacortes contractually agrees and acknowledges that Skagit County and Skagit 911 do not make any claims or assurances as to the accuracy of any information contained in the Spillman Public Safety System or the CADView Service and that Anacortes assumes all risks and hold Skagit County and Skagit 911 harmless in accessing and relying on information in the Spillman and/or CADView system.
- E. Insurance. Anacortes shall acquire and maintain Commercial General Liability (CGL) Insurance with policy limits of not less than \$1 million dollars (\$1,000,000) through an insurance company authorized to write insurance in the State of Washington and has an A- or better rating in the AM Best Ratings Guide. Unless the insurance is obtained through membership in a self-insured governmental risk pool which prohibits the naming of others as additional insured, the Skagit County Emergency Management Council and Skagit County, its elected officials, officers, employees and volunteers shall be named as additional insured on all policies.
- F. Personnel Access. Anacortes agrees to provide an updated list of all persons (First Name, Last Name, Position, and Date of Birth) who have access to the SPSS system to Skagit 911 for the Skagit County Sheriff on an annual basis. Personnel of Anacortes are granted access to the SPSS at the sole and absolute discretion of the Skagit County Sheriff. In addition the Sheriff may perform a background check on any individual who has access to the SPSS.
- G. Apparatus Identifier. Anacortes shall provide to Skagit 911 and Skagit County the number and identifier of apparatus (vehicles) that will contain devices accessing the SPSS.
- H. Personnel Identifier. Anacortes agrees to abide by access and password methodology as determined by Skagit County Information Services.
- I. Compliance with System Rules, Procedures. Anacortes agrees to comply with SCSO rules for access, and SPSS policies and procedures which the Sheriff may promulgate from time to time, and which rules are provided upon request.
- J. Encryption. Anacortes agrees to meet Federal encryption standards for access to the SPSS as set forth by Federal, State or Local requirement.
- K. Disclaimer of Liability. Skagit County and Skagit 911 assumes no liability or control over any grants that may be used to procure or otherwise assist to access SPSS or other related modules or SPSS technologies. The

agency receiving such grant to assist in accessing SPSS or to procure modules or any technologies involving the SPSS have the full burden to manage and otherwise comply with any applicable grant conditions and requirements.

- L. Hardware. All hardware used to access the SPSS system should be first approved by the Skagit County Information Services SPSS Administrator to ensure compatibility. Skagit County and Skagit 911 are not responsible for hardware used that is not compatible with the Skagit County SPSS.

VI. CADVIEW SERVICE

- A. CADView is a web based service created by Skagit County Government to provide the status of an agencies active calls and apparatus in near real-time.
- B. Skagit 911 shall manage user licenses procured by Skagit County for the CadView service to Anacortes as defined above. Skagit County shall retain all intellectual property rights of the CadView software and service.
- C. This service may be provided to those Emergency Responder Agencies with access to the Skagit Regional Inter-Governmental Network only. The service shall only be made available within facilities operated and secured by the Agency that is subscribing to the service.
- D. Upon execution of this agreement, Skagit County Information Services shall work with Anacortes to set-up the service.

VII. ADHERENCE TO LAWS

This Agreement is subject to all applicable State and Federal laws. Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court, agency or board of competent jurisdiction, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section only.

VIII. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court or competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts of portions remain in full force and effect.

IX. ENTIRE AGREEMENT

This Agreement and all of its' Articles, Appendices and/or Attachments together with the Amended Interlocal Agreement and any implementing agreements constitute the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party agrees that it has had the unlimited right to make proposals that are subject for inclusion in this Agreement and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

X. INDEMNIFICATION

Anacortes agrees to assume all liability for its wrongful and or negligent acts or omissions or those of their officials, officers, agents, employees or volunteers to the fullest extent allowed under law, and further agrees to save, indemnify, defend and hold Skagit County and Skagit 911, its appointed and elected officials, officers, employees, agents and volunteers harmless from any such liability to the fullest extent allowed by law.

XI. NOTIFICATION

Notices: All notices hereunder shall be in writing, and shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary) if delivered by hand, by facsimile or email transmission followed by mail, or mailed by certified or registered mail with postage prepaid:

(a) If to the EMC:

(b) If to Anacortes

Address:	Skagit 911 2911 E College Way, Suite A Mount Vernon, WA	Address:	Anacortes Fire Dept. P.O. Box 547 Anacortes, WA 98221
Attention:	Director	Attention:	Chief Richard Curtis
Telephone No.	360-428-3200	Telephone No.:	360-293-1925
Facsimile No.	360-848-9445	Facsimile No.:	360-293-1965
email	Skagit911@co.skagit.wa.us	email	richard@cityofanacortes.org

Such notice or communication will be deemed to have been given as of the date so delivered or faxed, or if mailed, two business days thereafter.

WHEREFORE, the parties have executed this Agreement on the dates set forth below.

CITY OF ANACORTES

H. DEAN MAXWELL
Print Name

MAYOR
Title

H. Dean Maxwell
Signature

7/20/12
Date

Print Name

Title

Signature

Date

Attest :

STEVEN D. HOGGINS
Print Name

CITY CLERK
Title

SHANE
Signature

7.20.12
Date

**EMERGENCY MANAGEMENT COUNCIL
SKAGIT 911**

Ken Dahlstedt

Print Name

Kenneth A. Dahlstedt

Signature

Commissioner, EMC Chair

Title

07/25/12

Date

Deb Flewelling

Print Name

Deb Flewelling

Signature

Interim Director

Title

7-25-12

Date

Notary Attest:

Shirley A. Haehn

