

SOUTH SOUND 9-1-1 SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 9-1-1 (hereinafter "SS911") and the City of Fircrest, (hereinafter "USER") to delineate the terms and conditions upon which "USER" will be allowed access to the information, data bases and/or computer systems controlled, operated or accessed by SS911.

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

1. Definitions

- A. Agency: Means South Sound 9-1-1.
- B. User: Means a criminal justice agency as defined in RCW 10.97, 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 Fife, Pierce County Fire District No. 3, and any municipality or special district that becomes a party to the agreement establishing South Sound 911.

2. Scope of Services

- A. It is further understood and agreed that USER acknowledges all specific agreement clauses which are attached hereto.
- B. USER further agrees that if USER has connectivity to the ACCESS/WACIC/NCIC system that it has executed and is bound by and shall abide by the ACCESS/WACIC/NCIC User Acknowledgment.

CITY OF FIRCREST

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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 and that USER shall have no right to require or request modifications to the method of retrieval of information. SS911 will forward all suggestions for changes and revisions to the SS911 Executive Director or designee for review.
- 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, RCW 10.97 and Public Disclosure Law, RCW 42.56, 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 RCW 10.97. 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.

4. Fees for Services

- A. It is understood and agreed that SS911 reserves the right to impose reasonable charges to USER for the use of and/or connection to the Agency's system as now constituted or as it may be modified, and USER agrees to pay such reasonable charges.
- B. Fees for services will be calculated based on information contained in "Attachment D".
- C. The annual charges will be calculated and delivered, per the current cost allocation model, to the USER on or before August 31st for the up-coming year of service.

5. Contract Administration and Right to Audit

It is further agreed between the parties that SS911 is authorized to audit the use of the system 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 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:

Executive Director
South Sound 9-1-1
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.

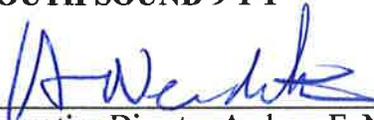
This agreement represents the entire agreement between those parties and supersedes any prior oral agreements, discussions, or understandings between the parties.

DATED this 9 day of April, 2013.

EFFECTIVE the 1st day of **JANUARY, 2013**

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

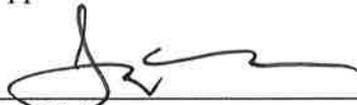
SOUTH SOUND 9-1-1


Executive Director Andrew E. Neiditz

Approved as to Budget:


Janet Caviezel
Budget & Finance Manager

Approved as to Form:


Jon Walker
Legal Advisor

USER


City Manager

Address:

115 Ramsdell Street
Fircrest, WA 98466
City/State/Zip

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. Work stations, and printers presently in use by user agencies that were supplied by the Law Enforcement Support Agency (LESA) may continue in use. When such units need to be replaced, it is the responsibility of the user agency to provide the replacement. The unit supplied by LESA shall be returned to South Sound 9-1-1 (SS911) for disposal and removal from inventory.
- B. 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.
- C. Maintenance of both existing and additional user related equipment is the responsibility of the user.
- D. Any user-supplied software that has the capability of impacting the SS911 Systems shall be approved by SS911 prior to installation.
- E. SS911 will provide technical assistance through SS911 Information Technology staff, per the hourly cost set by the SS911 Policy Board.
- F. 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. Internet Access

- A. Internet access will be for business purposes only. Entertainment or convenience use is not acceptable.
- B. Access to the Internet from any PC connected to SS911's wide area network is only allowed via SS911's centralized Internet connection. Alternate methods of Internet access compromise SS911's network security exposing it to potential harm from computer hackers. Alternate methods further violate access rights to other systems connected to SS911's wide area network. Requests for exceptions to this rule must be reviewed and approved by the South Sound 911 Information Services Assistant Director.

3. Internet and Intranet Use

- A. All USER employees are responsible for using computer resources in an ethical, responsible and legal manner.
- B. Use of the Internet, including e-mail to and from the Internet, through USER or SS911 equipment will only be for USER employees, and/or only for USER business related purposes.
- C. USER Management is responsible for managing use of the Internet by their staff, restricting use or limiting time as they see appropriate.
- D. USER employees should consider their Internet activity as public information and manage their activity accordingly. All Internet traffic goes out beyond the protected SS911 network into a wide reaching network that is not secured.
- E. SS911 Information Technology monitors and reports on the Internet activity on SS911's network.
- F. The viewing and downloading of offensive material from the Internet or any non-official (non-SS911) use is not allowed.
- G. All copyrighted information and software found on the Internet must be respected.
- H. Virus checks must be completed on all files and e-mail attachments downloaded from the Internet.
- I. When using the Internet through USER or SS911 resources, USER employees are representing the USER and SS911, thus all communications across the Internet shall be professional and appropriate.
- J. Software packages, including screen savers, should not be configured to automatically retrieve updated information from the Internet during normal SS911 business hours (7:30am to 5:00pm). Request for exceptions to this can be directed to the Information Services Assistant Director for analysis of impact on SS911 resources.

4. Electronic Mail

- A. The SS911 Electronic Mail system is to be used only for SS911 and USER business. As such, SS911 officials may inspect messages at any time.
- B. While in the office, all employees have the responsibility to check their mailbox once per day and to delete all old E-Mail envelopes in a timely manner.
- C. Do not send junk mail or other non-business mail. The E-mail system will not be used as a method of communicating non-essential, non-official or non-SS911 information to other system users.
- D. System-wide messages will only be used by the E-Mail administrator.
- E. A username unique throughout SS911 will be assigned to each SS911 E-Mail user. This allows the SS911 E-Mail system to work properly when sharing messages with other organizations and the Internet.
- F. Each message you receive and each message you send is stored on your server until you delete the envelope. Over time the accumulation of all these messages for all the users takes up quite a bit of disk space.
- G. All E-Mail messages can be requested from the system under legal actions and by the SS911 system Administrators or as authorized by SS911 Administration.

H. Generic names for E-Mail users will not be allowed except as authorized by the Information Services Assistant Director.

5. 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.
- 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 for services 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.

3. Fee Assessments

- A. Charges for dispatch services shall be based on cost allocations determined by the SS911 Policy Board.
- B. Charges for services are calculated based on information contained in Attachment "D" Term Sheet.

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 services selected by USER)

- A. Provide records management support for WebRMS data entry and approvals using IBR/NIBR standards in the form of training, problem solving, auditing and statistical gathering.
- B. Provide additional services as selected by USER including:
 - i. Court ordered Expungements and Sealing
 - ii. UCR/IBR Reporting
 - iii. Distribution of Incident Reports
 - iv. Warrants
 - v. Data Entry -- Police Records
 - vi. Subpoena Processing
 - vii. Public Counter Assistance (which may include public disclosure requests, fingerprinting series and concealed pistol license applications)
 - viii. Pistol Transfer Applications
 - ix. Records Checks
 - x. Court Dispositions
 - xi. General Copying/Special Requests
 - xii. Criminal History Requests
 - xiii. Archiving and Storage of Law Enforcement Records

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.

3. Fee Assessments

- A. Charges for records management services shall be based on cost allocations determined by the SS911 Policy Board.
- B. Charges for services are calculated based on information contained in Attachment "D" Term Sheet.

ATTACHMENT "D"
Term Sheet

This Term Sheet shall be updated annually to identify services to be provided to USER by SS911 and certify number of commissioned officers and user accounts.

INFORMATION SERVICES:

Number of User Accounts: 11

Number of Full-Contributors 11 Number of Search/Read Only 0

Non-Universal Charges:

E-Mail Services Yes _____ No X Number of Accounts _____

NetMotion Yes X No _____ Number of Accounts 9

Web Hosting Yes _____ No X Public Facing Yes _____ No X

Internet Access Yes X No _____

COMMUNICATIONS SERVICES: Yes X No _____

RECORDS MANAGEMENT SERVICES:

Number of Commissioned Officers 9

Service Provided	Yes	No
Court Ordered Expungements and Sealing	X	
UCR/IBR Reporting	X	
Distribution of Incident Reports		X
Warrants		X
Data Entry – Police Records		X
Subpoena Processing		X
Public Counter		X
Pistol Transfer Applications		X
Records Checks		X
Court Dispositions		X
Gen. Copying/Special Requests		X
Criminal History	X	
Archiving		X