

## SOUTH SOUND 9-1-1 SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") entered between SOUTH SOUND 9-1-1 (hereinafter "SS911") and Pierce County Public Transportation Benefit Area Corporation, a Washington municipal corporation [Department of Public Safety], (hereinafter "USER") sets forth 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. SS911 and USER may also be referred to as "Party" or "Parties" or as further defined below.

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.

### 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; provided such authority will be exercised reasonably and consistent with the purposes of this Agreement.

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 compliance 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 authorized 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" not to exceed \$20,000 for 2013.

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 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

Chief Rod Baker  
Pierce Transit  
Department of Public Safety  
PO Box 99070  
Lakewood, WA 98496

**7. Indemnification**

SS911 and USER agrees to defend, indemnify and hold harmless each other, and their respective 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 sole negligent or proportionate concurrent negligent action or conduct by the indemnitor in the performance 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.

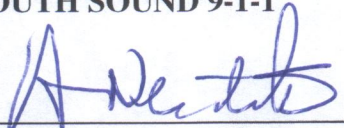
This Agreement represents the entire agreement between the Parties and supersedes any prior oral agreements, discussions, or understandings between the Parties.

DATED this 14<sup>th</sup> day of May, 2013

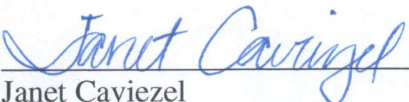
EFFECTIVE the 1<sup>st</sup> day of **JANUARY, 2013**

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

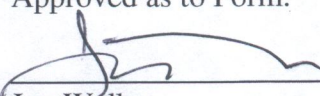
**SOUTH SOUND 9-1-1**

  
\_\_\_\_\_  
Executive Director Andrew Nieditz

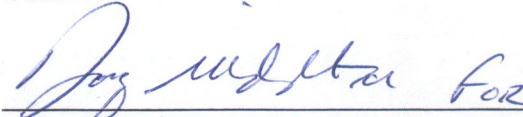
Approved as to Budget:

  
\_\_\_\_\_  
Janet Caviezel  
Budget & Finance Manager

Approved as to Form:

  
\_\_\_\_\_  
Jon Walker  
Legal Advisor

**USER**

  
\_\_\_\_\_  
Chief Executive Officer Lynne Griffith  
WF

Address: Pierce Transit  
PO Box 99070, Lakewood, WA 98496