

Interlocal Agreement

between

**Yakima Consortium
for
Regional Public Safety

(YAKCORPS)**

And

City of Tacoma

A Participating Agency

INTERLOCAL AGREEMENT

BETWEEN

YAKIMA CONSORTIUM for REGIONAL PUBLIC SAFETY

(YAKCORPS)

AND

CITY OF TACOMA

A PARTICIPATING AGENCY

This Interlocal Agreement (the "Interlocal Agreement") is made and first entered into this _____ day of _____, 2016 by and between Yakima Consortium for Regional Public Safety, here after referred to as YAKCORPS, and the City of Tacoma, hereafter the "Participating Agency", for the purpose of providing the Participating Agency with technology services as described herein, (YACKCORPS and Participating Agency are collectively referred to as "Parties").

WHEREAS YAKCORPS is a consolidated public safety services consortium and public agency created pursuant to that certain Interlocal Agreement by and among its members and participating members as authorized pursuant to Chapter 39.34 et. seq. the Interlocal Cooperation Act (the "Enabling Interlocal Agreement"); and

WHEREAS the City of Tacoma is a municipal corporation operating as a first class charter City under the laws of the state of Washington; and

WHEREAS YAKCORP is responsible for the management and operation of the Integrated Public Safety System (IPSS); and

WHEREAS the City of Tacoma desires limited access to certain public safety records information contained within the IPSS and relating to City of Tacoma prisoners housed at corrections facilities managed by Yakima County; and

WHEREAS the YAKCORP Executive Board is authorized pursuant Article 6, Section (C)(9) of the Enabling Interlocal Agreement to approve contracts for technology services between YAKCORPS and other parties for services, and

WHEREAS the residents of Yakima County would benefit both in terms of efficiency and economy from this agreement and

WHEREAS this Interlocal Agreement and the activities described herein below are authorized by the provisions and terms of the "InterLocal Cooperation Act" pursuant to RCW 39.34 et seq.; and

WHEREAS the establishment of this agreement will provide improved public safety within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions, and private entities; and

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

Article I. Definitions

A. As used in this Agreement, the following words and phrases shall have the following meanings:

1. "Consortium" and "YAKCORPS" shall mean the public agency created pursuant to the Enabling Interlocal Agreement that consists of and represents the entire group of its members, as that term is defined therein.
2. The "County" shall mean the administrative and governing body headed by the Board of County Commissioners, and "Yakima County" shall mean the geographic area over which the County Commissioners exercise jurisdiction.
3. "Participating Agency" shall have the meaning giving in the Enabling Interlocal Agreement and for purposes of this agreement shall mean and refer the City of Tacoma.
4. "Public Safety" shall include any or all of the following activities: 911 call taking; dispatch of law enforcement, firefighting and/or ambulance services; law enforcement; fire fighting; prosecuting attorneys; incarceration (e.g.: jail and Department of Corrections); probation and the technology and other services that support these functions.
5. "Public Safety Systems" shall mean, the Software and/or Hardware required to support the County-wide Regional Public Safety Systems as identified in Article 16 of the Enabling Interlocal Agreement and as may be included in the vendor contracts included as Addendums thereto, or as such may be modified from time to time.

B. The financial operation of the Consortium shall be subject to all applicable Federal and State statutes and other regulatory bodies governing legal, financial, accounting, budgeting, auditing and financial statement / reporting requirements.

Article II. Purpose

The purpose of this agreement is to establish the terms and conditions upon which YAKCORP agrees to provide the herein described technology services to the Participating Agency so that the Participating Agency may have access to information contained in the Regional Public Safety System related to Participating Agency inmates housed within corrections facilities managed by Yakima County, a member of YAKCORP.

Article III. Participating Agency Responsibilities

A. Yakima County Department of Corrections agrees to pay, on behalf of Participating Agency, the fees for the technology services provided by YAKCORP to the Participating Agency as described in Article III;

- B. Participating Agency agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by the Consortium;
- C. Participating Agency agrees to abide by all the terms and conditions of this Agreement;
- D. Participating Agency agrees that all properly authorized and approved fees shall be paid to the Consortium's Fiscal Agent by the due date;
- E. Participating Agency acknowledges that data contained within the public safety systems operated and maintained by the Consortium is confidential, and shall ensure that physical, electronic and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals;
- F. If a Participating Agency has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by Participating Agency, the Participating Agency shall immediately notify YAKCORPS; and
- G. Participating Agency agrees to utilize all systems operated and maintained by the Consortium only in the manner intended. Participating Agency further, agrees to follow and utilize only the codification standards as established, including, but not limited to, the codes established within the system(s) to identify each individual member agency, each type of criminal offense, type of booking in the jails, type of arraignment, and the like.

Article IV. YAKCORP Responsibilities

- A. Yakima County Department of Corrections agrees to install the Spillman client on Participating Agency Computers.
- B. YCDOC agrees to provide appropriate one-time, on-site training to Participating Agency when the Spillman client is installed.
- C. YAKCORPS agrees to provide appropriate, read only access, to Participating Agency's records, that are stored in the Spillman system to authorized Participating Agency users.

Article V. Duration of Agreement

- A. The initial term of this Interlocal Agreement is for a period of one (1) year from the date set forth above and thereafter is automatically extended for consecutive one (1) year periods. Either party seeking modifications to the Interlocal Agreement shall provide written notice to the other ninety (90) days in advance of agreement anniversary date.
- B. Participating Agency may terminate this Interlocal Agreement by providing written notice of intent to YAKCORPS no later than September 15th of any given year to be effective on January 1st of the subsequent year.
- C. Upon termination or expiration of this Interlocal Agreement, except as may be otherwise agreed to by the Parties, Participating Agency shall return any software, hardware and intellectual property rights provided by YAKCORPS to the Participating Agency pursuant to this Interlocal Agreement.

Article VI. Dispute Resolution Governing Law and Venue

A. Any controversy or dispute between the parties regarding the application or interpretation of this Interlocal Agreement is subject to resolution by the following procedures:

Initial review by the YAKCORPS Executive Board to facilitate prompt resolution through agreement.

B. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.

Article VII. Default

A. Any of the following events shall constitute a “default” by the Participating Agency under this Agreement:

1. Participating Agency fails to pay the Fiscal Agent all, or any part thereof, of a properly authorized and approved fees when due, and such failure has not been corrected within fifteen (15) business days after written notification has been given;
2. Participating Agency improperly utilizes and/or maintains the system(s) coding;
3. Participating Agency’s use of information maintained within the system(s) operated and maintained by YAKCORPS in an illegal or unethical manner;
4. Participating Agency’s failure to ensure that physical, electronic and procedural safeguards and controls are implemented and maintained to prevent access by unauthorized individuals;
5. Participating Agency’s failure to utilize all systems in the manner intended or failure to follow and utilize only the codification standards as established and approved by the Operations Board;
6. Participating Agency’s failure to maintain compliance with all Federal and State Public Safety technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by YAKCORPS; including, but not limited to: federal Criminal Justice Information Systems (CJIS) and Washington Criminal Information Center WACIC);
7. Participating Agency’s failure to perform any other obligation set forth in this Agreement if such failure has not been corrected within thirty (30) days after YAKCORPS has given written notice of such;

Article VIII. Indemnification

Each party to this Agreement shall have responsibility for and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its elected officials, officers, agents, employees or volunteers to the extent that liability exists, and agrees to defend, indemnify and hold harmless the other members from any such liability.

Article IX. Non-Discrimination

The parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation and any other classification protected under federal, state or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training and the provision of services under this Agreement.

Article X. The Americans with Disabilities Act

The parties shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations with regard to the activities and services provided pursuant to this Agreement. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services and telecommunications.

Article XI. Severability

If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

Amendments

This Agreement is subject to amendment, modification or replacement by either party. Additionally, the Addendums to this Agreement are subject to amendment, modification or replacement.

Entire Agreement

This document, including the Addendums attached hereto, encompasses the entire Agreement. No understanding or amendment, addendum or addition to this agreement shall be effective unless made in writing and approved by both parties.

WHEREFORE the Parties have entered into this Interlocal Agreement on the date first written above.

YAKIMA CONSORTIUM FOR REGIONAL PUBLIC SAFETY (YAKCORPS)

Approved by the YAKCORPS Executive Board on the ____ day of _____, 2016.

Name: _____
Title: Chair, Executive Board

Attest By:

Name: _____
Title: _____

CITY OF TACOMA:

T.C. Broadnax, City Manager

Date: _____

Approved:

Andrew Cherullo, Finance Director

Approved as to form:

Elizabeth Pauli, City Attorney

Saada, Gegoux, Risk Manager