

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
SKAGIT 911 AND
THE TOWN OF LA CONNER, a Washington**
**FOR THE PURPOSE OF PROVIDING AGENCY CALL DATA TO
EMERGENCY REPORTING SYSTEM**

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement") is entered into by and between SKAGIT 911, an interlocal non-profit corporation under the laws of the State of Washington ("Skagit 911"), and THE TOWN OF LA CONNER, a Washington municipal corporation.

RECITALS

A. Skagit 911 provides emergency call and public safety dispatch and monitoring services for public safety agencies in the Skagit County area. In providing these services, Skagit 911 inputs Data (as further defined below) into a computer aided dispatch ("CAD") system – which is owned by Skagit County ("County") to be received and used by the Agency. Skagit 911 is the creator, owner, and custodian of the Data.

B. Agency desires to enter into an agreement with Reporting Systems, Inc. ("RSI") to implement Emergency Reporting System ("ERS"), which is a data-management service owned by RSI. For ERS to perform its function, RSI requires access to the Data.

C. RSI and Skagit 911 entered into a Data Sharing Agreement on February 6, 2019 ("Data Sharing Agreement"), which is attached as **Exhibit A**. In the Data Sharing Agreement, RSI agreed to abide by confidentiality requirements as a condition of accessing Data, should Agency grant authorization for RSI to access to Agency-related Data for purposes of utilizing ERS.

D. Skagit 911 and the County entered into an Interlocal Agreement on December 31, 2019 ("County ILA"), which is attached as **Exhibit B**. In the County ILA, the County agreed to provide a service that shares data from the County CAD system to ERS should the Agency grant authorization for RSI to access Agency-related Data for purposes of utilizing ERS.

E. Agency desires to give its permission to Skagit 911 to share its Agency-related Data with RSI for ERS-related purposes.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, "Data" is the following information related to fire and emergency medical service calls: timestamps of call and unit

activities; call identifiers; responding unit identifiers; call nature; agency responsible for call; agency the responding unit belongs to; response zone; call address; call latitude and longitude; unit status; and any other data elements that are mutually agreed upon by Skagit 911, County and RSI. "Agency-related Data" is Data that relates 911 calls for Agency public safety services.

2. PURPOSE. The Agency wishes to utilize ERS, a program owned and operated by RSI. In order to utilize ERS, Agency-related Data must be transferred from Skagit 911, by the County, to RSI. The purpose of this Agreement is to express the Agency's desire and authorization for Skagit 911 and the County to transfer Agency-related Data to RSI for purposes of ERS.

3. RELATED AGREEMENTS. Agency acknowledges it has reviewed the Data Sharing Agreement and the County ILA. Agency is familiar with the terms and conditions of those agreements.

4. DATA TRANSFER. Agency expressly authorizes Skagit 911 and the County to transfer Data on the Agency's behalf to RSI for ERS purposes.

5. TERM AND TERMINATION. This Agreement is effective upon execution by both parties. Any party may terminate this Agreement upon thirty (30) days' notice in writing, either personally delivered or emailed to the addresses provided in the Notice section of this Agreement.

6. INDEMNIFICATION. No liability shall attach to Skagit 911 or the County by reason of entering into this Agreement. Agency agrees to indemnify, save, and hold Skagit 911 and the County, and their respective appointed officials, officers, employees, agents, successors and assigns, harmless from all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees related to the transfer of Agency-related Data pursuant to this Agreement, except to the extent the injuries or damages are caused solely by the acts of Skagit 911 and/or the County; provided, that if any such claim is based on the concurrent negligence of the Agency and Skagit 911 and/or the County, then the Agency's obligation hereunder applies only to the extent of its negligence. This indemnity shall protect Skagit 911 and the County from any and all costs, expenses, fees, including reasonable attorney fees, damages, penalties, or other expenditures whatsoever.

7. REPRESENTATIONS AND WARRANTIES. By agreeing to transfer Agency-related Data, Skagit 911 and County do not warrant or represent that the Agency-related Data is accurate, complete, up-to-date, current, or free from typographical errors or that the Agency-related Data is free from changes caused by a third party. Additionally, Skagit 911 does not warrant that the Agency's access to the Agency-related Data will be free from interruptions, errors, computer viruses, or other harmful components.

8. CONFIDENTIALITY. Agency, its employees, subcontractors, and their employees shall maintain the confidentiality of all Agency-related Data provided by Skagit 911 or the County or acquired by the Agency in performance of this Agreement, except (a) as otherwise required by law, (b) upon the prior written consent of the Skagit 911 Executive Director, or (c) by an order entered by a court after having acquired jurisdiction over Skagit 911. Contractor shall

immediately give to Skagit 911 notice of any judicial proceedings seeking disclosure of such information.

9. NOTICES. Notices made to Skagit 911 under this Agreement will be directed to the following, unless all parties are otherwise notified in writing:

Executive Director
Skagit 911
2911 E. College Way, Suite A
Mount Vernon, WA 98273
helend@co.skagit.wa.us

Notices made to Agency under this Agreement will be directed to the following, unless all parties are otherwise notified in writing:

Name/Title: Scott Thomas, Town Administrator
Agency: Town of La Conner
Address: P.O. Box 400
Email: administrator@townoflaconner.org
Phone: (360) 770-1238

10. NO JOINT VENTURE. Nothing in this Agreement shall be construed to constitute a joint venture, partnership, agency, representative, or employment relationship between the parties.

11. FORCE MAJEURE. If the performance of this Agreement by Skagit 911 is prevented, restricted, or interfered with by fire, flood, earthquake, explosion, or other casualty or accident of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, or other services from suppliers; war or other violence; any law, order, regulation, ordinance, demand, or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of Skagit 911, Skagit 911 shall be excused from such performance to the extent of such prevention, restriction, or interference.

12. THIRD PARTY ENFORCEMENT RIGHTS. The Parties agree that Skagit County shall have third party rights to enforce the terms and conditioned contained in this Agreement.

13. ENTIRE AGREEMENT. This Agreement contains all terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed but one and the same instrument.

[Remainder of page intentionally left blank.]

SKAGIT 911



Signature

By: Helen M. Rasmussen

Title: Director

Date: 11/02/2020

AGENCY


Signature

Title: Mayor

Date: 10-28-2020

ATTEST:



Signature

Date: 10/28/20