

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION  
OF INTERLOCAL AGREEMENT BETWEEN  
GRANT COUNTY AND MACC FOR THE  
PROCUREMENT, USE, AND  
MAINTENANCE OF RADIO EQUIPMENT**

RESOLUTION No. 16-<sup>060</sup>-CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, in 1995 Grant County and various cities, towns, fire districts, hospital districts, and miscellaneous service districts entered into an interlocal agreement to cooperatively establish, maintain, and operate a central communications Enhanced 911 center known as MACC; and

**WHEREAS** MACC purchased and maintains a Computer Aided Dispatching (CAD) server used in its dispatch operations; and

**WHEREAS**, Grant County, Washington, has a need to upgrade the CAD server in order to provide the level of service required by Grant County; the CAD server lack sufficient computing power to provide the services required by Grant County relative to its jail operations; and

**WHEREAS**, Grant County and MACC desire to establish each parties' duties, rights and responsibilities with respect to any upgrade to the CAD server; and

**WHEREAS**, this agreement is formed to be consistent with the provisions and terms of that interlocal agreement with the "Interlocal Cooperation Act" set forth in Chapter 39.34 of the Revised Code of Washington;

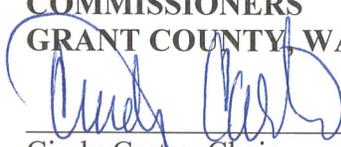
**NOW, THEREFORE, BE IT RESOLVED**, that in consideration of the promises and agreements contained within the attached Interlocal Agreement between Grant County and MACC, the Interlocal Agreement for the Procurement, Use, and Maintenance of Radio Equipment be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 20<sup>th</sup> day of June, 2016.

**BOARD OF COUNTY  
COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

  
\_\_\_\_\_  
Cindy Carter, Chair

  
\_\_\_\_\_  
Carolann Swartz, Vice-Chair

  
\_\_\_\_\_  
Richard Stevens, Member

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

**INTERLOCAL AGREEMENT  
FOR THE PROCUREMENT, USE, AND MAINTENANCE OF RADIO EQUIPMENT**

**THIS INTERLOCAL AGREEMENT** is entered into this 10<sup>th</sup> day of JUNE 2016 by and between the Multi Agency Communications Center ("MACC"), an entity organized and operating pursuant to RCW 39.34, et. seq., and Grant County, Washington.

**RECITALS:**

**WHEREAS**, in 1995 Grant County and various cities, towns, fire districts, hospital districts, and miscellaneous service districts entered into an interlocal agreement to cooperatively establish, maintain, and operate a central communications Enhanced 911 center known as MACC; and

**WHEREAS**, MACC purchased and maintains a Computer Aided Dispatching ("CAD") server used in its dispatch operations; and

**WHEREAS**, Grant County has a need to upgrade the CAD server in order to provide the level of service required by Grant County. The current CAD server lacks sufficient computing power to provide the services required by Grant County relative to its jail operations; and

**WHEREAS**, Grant County and MACC desire to establish each parties' duties, rights and responsibilities with respect to any upgrade to the CAD server; and

**WHEREAS**, this Agreement is formed to be consistent with the provisions and terms of that interlocal agreement and with the "Interlocal Cooperation Act" set forth in Chapter 39.34 of the Revised Code of Washington;

**NOW, THEREFORE, IN CONSIDERATION** of the promises and agreements herein, and subject to the terms and conditions hereinafter set forth, it is mutually understood and agreed by MACC and Grant County as follows:

1. **PURPOSE.** The purpose of this Agreement is to upgrade the CAD server owned by MACC in order to provide the level of service required by Grant County. Grant County requires a new server which will provide higher computing power necessary to operate additional software. The additional software relates exclusively to the Grant County jail operations but will reside on the MACC server. This agreement establishes the terms and conditions applicable to the CAD server upgrade.

2. **OBLIGATIONS OF GRANT COUNTY.** Grant County shall purchase the new CAD server directly from the vendor, Spillman. The anticipated cost is estimated to be approximately \$60,000.00. Grant County shall also purchase the Syntrex software for its jail operations which will reside and operate on the new CAD server described herein. Grant County shall be responsible to comply with all applicable laws and regulations related to the purchase of the new CAD server and Syntrex software. Grant County shall acquire and purchase all warranties, licenses, and user agreements applicable to the new CAD server consistent with industry standards. Grant County shall cause the vendor, Spillman, to deliver the new CAD server directly to MACC. To the extent required, Grant County shall transfer ownership of the new CAD server to MACC and shall transfer any warranties, licenses and/or user agreements to MACC and execute any documentation required for the transfer to, use by, and ownership of MACC pursuant to the terms of the warranties, licenses and/or user agreements. To the extent any licenses and/or user agreements are necessary to be transferred to MACC for the Syntrex software installed on the new CAD server, Grant County shall effectuate such transfers accordingly. Grant County shall own, operate, and maintain the Syntrex software at its expense and shall be solely responsible for any and all fixed and accumulative charges for the Syntrex software and account, including any maintenance thereof.

Grant County's use of the new CAD server pursuant to this Agreement is limited to the following network services available with the Syntrex software: jail booking functions; mugshot entry interface; jail related billing functions; commissary accounting functions; and inmate scheduling services. Existing Spillman services will remain unchanged.

Grant County jail personnel shall be the only authorized persons to enter and/or edit data using the Syntrex software. Grant County shall not use the Syntrex software or new CAD server for:

- a. any mail relay or email communications;
- b. spamming or the spreading of viruses;
- c. violating the security of any computer or network;
- d. cracking passwords or security encryption codes; or
- e. transferring or serving any illegal material(s)

Grant County shall not allow any third party to access the software or server and shall not allow any use which is in violation of this Agreement. Grant County shall abide by all of the rules, regulations and policies of MACC in using the new CAD server and Syntrex software. If Grant County is unsure of those policies, it is Grant County's responsibility to ascertain said policies. Grant County agrees to indemnify and hold MACC harmless from any claims arising from Grant County's use of the server that damages either Grant County or another party or parties.

Grant County is solely responsible for the ongoing stability and the operation of the Syntrex software. Under no circumstances shall MACC be responsible for the loss of Syntrex information on the new CAD server. Grant County shall not install any additional software or equipment on the new CAD server without MACC's prior written authorization. Grant County shall fully insure its Syntrex software and hardware installed on the new CAD server against all risk of loss, including without limitation, theft, fire, water and earthquake damage, and shall purchase business interruption insurance to protect against lost revenue and/or damages from the new CAD server in case of prolonged disruption of services or catastrophe.

Grant County shall indemnify, defend and hold harmless MACC, its directors, employees and agents from and against any action brought by any third-party in connection with this Agreement or Grant County's use of the Syntrex software or new CAD server.

3. **OBLIGATIONS OF MACC.** After ownership is transferred to MACC, MACC shall be responsible for the maintenance and operations of the new CAD server; MACC shall not be responsible for the maintenance and operation of the Syntrex software, which shall be owned, maintained and operated by Grant County. MACC shall allow Grant County access to the new CAD server in order to maintain and operate the Syntrex software at reasonable times and subject to reasonable conditions.

MACC makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing to Grant County through its CAD server. MACC also disclaims any warranty of merchantability or fitness for a particular purpose. MACC will not be responsible for any damages Grant County suffers. This includes the loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence, omission or Grant County's errors or omissions. Use of any information obtained via MACC's CAD server is at Grant County's own risk.

4. **DURATION.** This agreement shall be effective on the date of its execution and shall remain in full force and effect indefinitely unless earlier terminated or modified as provided herein, or until such time as the CAD server is replaced.

5. **MODIFICATION.** This Agreement may be modified by mutual written agreement of the parties.

6. **TERMINATION.** This Agreement shall automatically terminate in the event Grant County discontinues its use of the Syntrex software, or the Syntrex software is removed from the new CAD server by Grant County or is no longer functional, or Grant County withdraws from its membership in MACC, or upon the dissolution of MACC. Further, this Agreement may be terminated by MACC by giving Grant County \_\_ days prior written notice of

its intent to terminate for misuse, unauthorized activity, security breach, or any other inappropriate activity or use as determined by MACC. In the event of a termination, Grant County shall be solely responsible to remove any data, files or other information that is stored on the new CAD server that is directly related to Syntrex, uninstalling the Syntrex software, and for canceling any software subscriptions or accounts related thereto, and shall do so within 10 days of termination. Provided, however, that Grant County shall not remove original data or records which are required to be maintained on the CAD server pursuant to any applicable state records retention or public records act requirements. The effective termination date shall be the date upon which the termination event occurs or is effective. Following such termination, MACC shall continue to maintain ownership of the hardware, software, data, and records contained on the CAD server.

7. **DISPUTES BETWEEN PARTIES.** Venue of any action arising out of this Agreement shall be in Grant County, Washington and the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

8. **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Grant County Auditor upon execution.

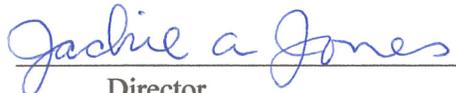
9. **AUTHORITY.** This Agreement shall be executed on behalf of each party by its authorized representative(s), and pursuant to the appropriate resolution or ordinance of each party.

10. **PUBLIC RECORDS.** In the event MACC receives a public records request for records maintained by Grant County pursuant to this Agreement, MACC will forward any such request to Grant County and Grant County shall be responsible for responding to such request. In the event MACC is required by law to respond directly to the request, Grant County shall reimburse MACC its reasonable costs and fees incurred in responding to such request, including attorney's fees and any litigation costs.

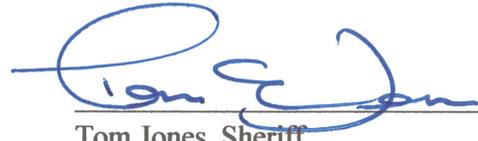
IN WITNESS WHEREOF, the parties executed this Agreement the date first written above.

MACC:

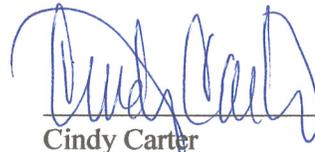
  
Chairman of the Board

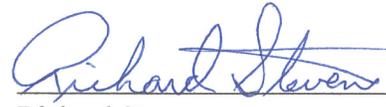
  
Director

GRANT COUNTY SHERIFF'S  
OFFICE:

  
Tom Jones, Sheriff

BOARD OF COUNTY  
COMMISSIONERS:

  
Cindy Carter

  
Richard Stevens

  
Carolann Swartz