

INTERLOCAL AGREEMENT TO ALLOW INSTALLATION AND USE OF TABLET COMMAND MOBILE INCIDENT COMMAND PLATFORM SERVICES

This **INTERLOCAL AGREEMENT TO ALLOW INSTALLATION AND USE OF TABLET COMMAND MOBILE INCIDENT COMMAND PLATFORM SERVICES** (“Agreement”) is entered into between the **Valley Communications Center**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“Valley Com”), and **Puget Sound Regional Fire Authority**, a Washington municipal corporation (“PSRFA” and together with ValleyCom, the “Parties” and each a “Party”).

RECITALS

A. PSRFA was formed in 2010 as an independent regional fire authority under Chapter 52.26 RCW, authorized by popular vote, which consolidated the Kent Fire Department with Fire District 37 as the new Kent Fire Department RFA. PSRFA subsequently has added to the jurisdictions it serves, and in 2017, changed its name to the Puget Sound Regional Fire Authority.

B. PSRFA provides fire fighting, fire protection, emergency medical, and associated services to Agency within its jurisdiction.

C. Valley Com was formed in 1976 as a governmental administrative agency pursuant to chapter 39.34 RCW for the purpose of providing police, fire and medical aid service communication services in south King County and surrounding regions.

D. Pursuant to the Valley Communications Center Interlocal Agreement effective April 17, 2000, as it may be amended from time to time (the “Valley Com Interlocal Agreement”), Valley Com is authorized to provide emergency dispatch services to its Member Cities (as defined in the ValleyCom Interlocal Agreement) and other municipal corporations that exist within the logical, physical service area of ValleyCom and that are in need of emergency service communications (collectively, “Agency” or “Agencies”).

E. Valley Com receives E911 calls and other emergency communications from its participating Agencies. Upon receipt, Valley Com generates medical and fire incident data (“Agency Incident Data”) for the Agencies in the provision of emergency dispatch service.

F. PSRFA has determined that use of an independently available software program from Tablet Command, Inc. (“Tablet Command”) would assist PSRFA with its fire fighting, fire protection, emergency medical and associated services by allowing mobile device access to Agency Incident Data through Tablet Command’s mobile incident command platform services (the “Service”).

devices) are subject to reliable security procedures, including but not limited to password protection. PSRFA specifically agrees to be bound by and comply with these data security requirements specifically including, without limitation, the requirements identified in Section 12 (CJIS policies and requirements), 13 (HIPAA requirements), and Section 14 (Personally Identifiable Information).

6. **VALLEY COM SUPPORT.** In consideration of the benefits that will accrue to the provision of emergency communication services during the term of this Agreement, and if so requested by PSRFA, Valley Com will provide the following level of support:

6.1 Support of access to the replicated database and Tablet Command Lite application server utilized by Tablet Command for the Service through a secured pathway subject to Valley Com permissions at a priority level 2. Valley Com's support of the database will be limited to Valley Com Administrative Office Hours, with no afterhours support. Valley Com will attempt to provide (subject to the support hours identified above) but will not guarantee an initial support response within four (4) hours of request, and provide a target resolution of support requests within three (3) business days of receipt.

6.2 Valley Com will have no obligation to provide support of the database utilized by Tablet Command for the Service beyond or in addition to the support responsibilities identified in Section 6.1.

7. **COSTS AND FEES.** In consideration of the access, location, operation, and support Valley Com will provide, Valley Com will charge PSRFA the following costs and fees:

7.1 PSRFA will reimburse Valley Com for all costs and expenses incurred in the implementation of the Service (the "Implementation Costs") as specifically set forth in the attached Exhibit B. Valley Com will invoice PSRFA for all Implementation Costs incurred, and PSRFA shall pay Valley Com the full amount invoiced within thirty (30) days of receipt.

7.2 PSRFA will pay for all on going costs and expenses incurred in maintaining the equipment and software as specifically set forth in the attached Exhibit B. The equipment will become property of Valley Com to be used for installation, operation, and maintenance of the Tablet Command Service.

8. **HOLD HARMLESS.** PSRFA shall defend, indemnify and hold Valley Com harmless from and against any claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever arising from PSRFA's licensing, installation, use, operation, and maintenance of the Tablet Command Service and Agency Incident Data. This provision includes but is not limited to PSRFA or Tablet Command's failure to comply with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996

(HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act).

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE PSRFA, FOR ITSELF AND ITS AGENTS AND ASSIGNS, WAIVES IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

This indemnification shall survive the termination or expiration of this Agreement.

9. **LIMITATION OF LIABILITY.** Valley Com shall in no event be liable to PSRFA in contract, tort, strict liability, warranty or otherwise, for any claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the subject matter of this agreement.
10. **INSURANCE.** For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. On request by a party, the other party shall furnish appropriate documentation showing that such coverage is in effect.
11. **TERMINATION.**
 - 11.1 **Without Cause.** Either party may terminate this Agreement without cause, upon providing at least 365 calendar days advance written notice of the termination to the other party.
 - 11.2 **For Cause or Impossibility.** Either Party shall have the right to terminate this Agreement if: (1) the other Party is in material breach of any term of this Agreement; (2) the terminating Party has sent the breaching Party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and (3) the breaching Party has failed to cure the breach within thirty (30) days, unless the Parties agree in writing to a longer cure period.
 - 11.3 Either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party in the event the duties, obligations or services required in this Agreement become impossible, illegal or infeasible, by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of that Party.

- 11.4 Valley Com may immediately suspend service if a breach of security is detected or if Valley Com is notified of a breach. Valley Com will notify the PSRFA as soon as possible upon suspension. In partnership PSRFA and Tablet Command will work with Valley Com to resolve the situation and resume service as quickly as possible.
12. **CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE.** PSRFA will comply with all Criminal Justice Information Services (CJIS) policies, procedures, and requirements in the course of using the Agency Incident Data and Tablet Command Services during the term of this Agreement.
13. **HIPAA AND HITECH COMPLIANCE.** The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.
14. **PERSONALLY IDENTIFIABLE INFORMATION.** The Parties shall comply with all state and federal laws regarding the protection, release, and breach of Personally Identifiable Information protocols required by State and Federal Laws, including but not limited to the requirements identified in RCW 42.26.590.
15. **DATA OWNERSHIP.** All Valley Com data, including Agency Incident Data remains the sole property of Valley Com, and nothing in this Agreement grants or otherwise transfers any ownership interest in the Valley Com data to PSRFA or any other Party.

All Tablet Command data generated after Valley Com transfers Agency Incident Data to Tablet Command will become the sole property of PSRFA and Tablet Command, and nothing in this Agreement grants or otherwise transfers any ownership interest in the Tablet Command/PSRFA data to Valley Com.

Specifically, with regard to compliance with the Washington State Public Records Act, Chapter 42.56 RCW, Valley Com will be responsible for and the owner of the Agency Incident Data, and PSRFA/Tablet Command will be responsible for and the owner of all data generated once Tablet Command receives Agency Incident Data transferred from Valley Com.

16. **FILING.** A copy of this agreement shall be filed and/or posted pursuant to the Interlocal Cooperation Act.

17. **COUNTERPARTS.** This agreement may be signed in one or more counterparts, each of which taken together shall amount to but one single agreement.


18. **MISCELLANEOUS.**

- 18.1 **Equal Opportunity.** Neither Party will discriminate against any person based on any ground prohibited under federal, state, or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap. Specifically, and without limitation to other laws, this applies to violations of the Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).
- 18.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Agency and ValleyCom under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington, unless the Parties mutually agree, in writing, to an alternative dispute resolution process.
- 18.3 **Attorney's Fees.** In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit indemnification obligations under this Agreement.
- 18.4 **Written Notice.** All notices, requests, demands or other communications required by this Agreement shall be in writing and shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, provided that any notice shall be deemed delivered three (3) calendar days after the date of mailing by registered or certified mail, if not received sooner, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.
- 18.5 **Assignment.** This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred except by mutual, written consent of both Parties. Any assignment without prior written consent will be void.
- 18.6 **No Third Party Beneficiaries.** No person not a Party to this Agreement, other than the agencies that have agreed to the use of their Agency Incident Data by executing the attached Exhibit A, is an intended beneficiary of this Agreement, and no person not a Party to this Agreement shall have any right to enforce any term of this Agreement.

- 18.7 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both PSRFA and Valley Com.
- 18.8 Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- 18.9 Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- 18.10 No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- 18.11 Compliance with all Laws. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.
- 18.13 Entire Agreement. The written provisions and terms of this Agreement, together with any attached exhibits, constitute the entire Agreement between the Parties. Any and all prior verbal statements made by any representative of PSRFA or Tablet Command may not be construed as forming a part of or altering this Agreement in any manner. Should any language in any exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement will prevail.

The Parties have executed this agreement as of the Effective Date stated in Section 1; if no date is filled in, this Agreement will take effect on the last date signed below.

PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew C. Morris
Title: FIRE CHIEF
Date: 3-27-20

VALLEY COMMUNICATIONS CENTER

Signature: Lora Ireland

Print Name: LORA IRELAND

Title: EXECUTIVE DIRECTOR

Date: 2/28/2020

EXHIBIT A

MEDICAL/FIRE INCIDENT DATA CONSENT AGREEMENT

This **MEDICAL/FIRE INCIDENT DATA AGREEMENT** is entered into between the **PUGET SOUND REGIONAL FIRE AUTHORITY**, a Washington Municipal Corporation formed under Chapter 52.26 RCW (“PSRFA”), **VALLEY COMMUNICATION CENTER**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“ValleyCom”), and _____, a Washington _____ (“Agency” and together with PSRFA and Valley Com, the “Parties” and each a “Party”).

RECITALS

WHEREAS, PSRFA was formed in 2010 as an independent regional fire authority under Chapter 52.26 RCW, authorized by popular vote, which consolidated the Kent Fire Department with Fire District 37 as the new Kent Fire Department RFA, and which, in 2017, changed its name to the Puget Sound Regional Fire Authority.

WHEREAS, Valley Com was formed in 1976 as a governmental administrative agency pursuant to chapter 39.34 RCW for the purpose of providing police, fire and medical aid service communication services in south King County and surrounding regions; and

WHEREAS, PSRFA provides firefighting, fire protection, emergency medical, and associated services to Agency within Valley Com’s jurisdiction; and

WHEREAS, pursuant to the Valley Communications Center Interlocal Agreement effective April 17, 2000, as it may be amended from time to time (the “Valley Com Interlocal Agreement”), Valley Com is authorized to provide emergency dispatch services to its Member Cities (as defined in the ValleyCom Interlocal Agreement) and other municipal corporations that exist within the logical, physical service area of ValleyCom and that are in need of emergency service communications; and

WHEREAS, Agency is a duly formed municipal corporation operating organized and pursuant to Washington State Law, that receives the above-described fire services from the PSRFA and which receives emergency dispatch services from Valley Com; and

WHEREAS, ValleyCom receives medical and fire incident data (“Incident Data”) on behalf of Agency that it uses in the provision of emergency dispatch services; and

WHEREAS, PSRFA has requested that Valley Com agree to allow PSRFA to share Agency’s Valley Com Incident Data with Tablet Command, Inc. (“Tablet Command”), whereby Tablet Command grants PSRFA a limited, non-transferrable, non-exclusive license (“License Agreement”) to use Valley Com Incident Data in Tablet Command’s provision of mobile incident command platform services (the “Service”); and

WHEREAS, Because Valley Com has no control over its application or data base once the Incident Data is transferred to Tablet Command, Valley Com has entered into an agreement (the “PSRFA/Valley Com Agreement”) with PSRFA, whereby Valley Com consents to PSRFA’s use of the Tablet Command Service and to release of Agency Incident Data obtained by Valley Com to Tablet Command, subject to Agency approval to use Agency Incident Data as provided by this agreement, along with certain other terms and conditions (PSRFA/Valley Com Agreement attached as Exhibit A to this agreement); and

WHEREAS, Agency generally understands that PSRFA utilizes the Incident Data in connection with its provision of emergency dispatch services; and

WHEREAS, Agency specifically understands and acknowledges that PSRFA intends to provide the Incident Data to Tablet Command for use in the Service. Agency acknowledges and agrees that the Service will provide tangible and intangible benefits to Agency, and Agency consents to PSRFA’s provision of Agency’s Incident Data for use in the Tablet Command Service, subject to the terms and considerations set forth below.

NOW, THEREFORE, in consideration of the foregoing, it is agreed by and between the Parties as follows:

AGREEMENT

1. **EFFECTIVE DATE**. This agreement shall become effective on 07/07/2020, and shall be automatically renewed on January 1st of each year thereafter unless otherwise terminated pursuant to the provisions of this agreement.
2. **PURPOSE**. The purpose of this agreement is set forth in the foregoing Recitals, which are incorporated into the body of this agreement by this reference.
3. **CONSENT**. In consideration of the benefits (both tangible and intangible) it will receive from the Tablet Command Service, Agency hereby consents to PSRFA’s provision of Agency’s Incident Data received by Valley Com to Tablet Command for use in the Service. Agency may revoke its consent at any point on written notice to PSRFA.
4. **COST**. If this agreement is entered into as part of the original implementation and creation of the Tablet Command Service to provide Valley Com Data, there is no cost for providing Agency Incident Data to Tablet Command. If this agreement is entered into at a future time, the Agency may be subject to the assessment of any professional services costs incurred by PSRFA in connection with the modification of the existing Tablet Command Service to provide Valley Com Data.

5. **SECURITY.** PSRFA and Agency will protect all data received in connection with its participation in the Service (to the extent Agency participates in the Service) in accordance with all federal, state and local laws and regulations. PSRFA and Agency specifically agree that to be bound by and comply with the data security requirements of the PSRFA/ValleyCom Agreement, including without limitation the requirements identified in Section 5 (Device security requirements) Section 12 (CJIS policies and requirements), Section 13 (HIPAA requirements), and Section 14 (Personally Identifiable Information).

6. **HOLD HARMLESS.** Agency shall defend, indemnify and hold PSRFA harmless from and against any claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever arising from Agency's use of the Service and the use of the Incident Data by Tablet Command. This provision includes but is not limited to Agency or other entities' failure to comply with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act).

Agency shall defend, indemnify and hold Valley Com harmless from and against any claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever arising from its use of the Service and the use of the Incident Data by Tablet Command, PSRFA, or any other entity utilizing the Service. This provision includes but is not limited to Agency's failure to comply with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act).

7. **LIMITATION OF LIABILITY.** PSRFA shall in no event be liable to Agency in contract, tort, strict liability, warranty or otherwise, for any claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the subject matter of this agreement.

8. **FILING.** A copy of this agreement shall be filed and/or posted pursuant to the Interlocal Cooperation Act.

9. **COUNTERPARTS.** This agreement may be signed in one or more counterparts, each of which taken together shall amount to but one single agreement.

The Parties have executed this agreement as of the Effective Date stated in Section 1; if no date is filled in, this Agreement will take effect on the last date signed below.

(Signatures on following page)

PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 

Print Name: Matthew L. Moore

Title: Fire Chief

Date: 3-30-20

PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

VALLEY COMMUNICATIONS CENTER

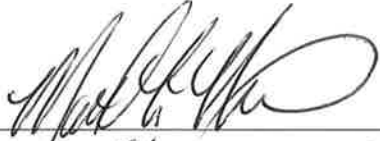
Signature: 

Print Name: LORA UELAND


Title: EXECUTIVE DIRECTOR

Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew L. Morris
Title: FIRE CHIEF
Date: 3-30-20


KCFD #2 BURIEN/NORMANDY PARK FIRE

Signature: 
Print Name: MICHAEL MARRS
Title: CHIEF
Date: 2-10-2020


VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA USLAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew J. Moore
Title: Fire Chief
Date: 3-30-20

KCFD #20 SKYWAY FIRE


Signature: 
Print Name: Eric Hicks
Title: Fire Chief
Date: 2/10/2020

VALLEY COMMUNICATIONS CENTER


Signature: 
Print Name: LORA ICELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020

**INTERLOCAL AGREEMENT TO ALLOW INSTALLATION AND USE OF TABLET
COMMAND MOBILE INCIDENT COMMAND PLATFORM SERVICES**


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew L. Morris
Title: FIRE CHIEF
Date: 3-30-20


MOUNTAIN VIEW FIRE AND RESCUE

Signature: 
Print Name: Greg Smith
Title: FIRE CHIEF
Date: 2/11/2020


VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA UELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: MATTHEW MORRIS
Title: FIRE CHIEF
Date: 2-30-20

KCFD #47 KANGLEY PALMER FIRE DISTRICT

Signature: 
Print Name: KEVIN HIGGINS
Title: CHIEF
Date: 2/4/2020


VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LARA UELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew L. Moore
Title: FIRE CHIEF
Date: 5-30-20


RENTON REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Roy Gurszany
Title: Deputy Chief
Date: 1-28-20


VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA UELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew L. Morris
Title: FIRE CHIEF
Date: 3-30-20


CITY OF TUKWILA FIRE DEPARTMENT

Signature: 
Print Name: JASYN KONIECZKA
Title: A / FIRE CHIEF
Date: 2/13/20

VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA UELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Matthew L. Mones
Title: Fire Chief
Date: 3-30-20

VALLEY REGIONAL FIRE AUTHORITY

Signature: 
Print Name: Brad Thompson
Title: Deputy Chief
Date: 2/6/2020

VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA UELAND
Title: EXECUTIVE DIRECTOR
Date: 2/28/2020

PUGET SOUND REGIONAL FIRE AUTHORITY

Signature:  _____

Print Name: Matt Morris _____

Title: Fire Chief _____

Date: 05/12/2020 _____

ENUMCLAW FIRE


Signature:  _____

Print Name: Randy Fehr _____

Title: Fire Chief _____

Date: 1/29/2020 _____

VALLEY COMMUNICATIONS CENTER

Signature:  _____

Print Name: LORA WEILAND _____

Title: Executive Director _____

Date: 2/28/2020 _____

PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 

Print Name: Matt Morris

Title: Fire Chief

Date: 05/12/2020

AGENCY South King Fire & Rescue

Signature: 

Print Name: Vic Pennington

Title: Fire Chief

Date: 02-06-2020

VALLEY COMMUNICATIONS CENTER


Signature: 

Print Name: LORA UELAND


Title: EXECUTIVE DIRECTOR

Date: 2/28/2020


PUGET SOUND REGIONAL FIRE AUTHORITY

Signature: 
Print Name: MATTHEW L. MORRIS
Title: FIRE CHIEF
Date: 07/07/2020

KING COUNTY MEDIC ONE

Signature: 
Print Name: Keith Keller
Title: Chief
Date: 4/26/2020

VALLEY COMMUNICATIONS CENTER

Signature: 
Print Name: LORA ZEHLAND
Title: EXECUTIVE DIRECTOR
Date: 8/25/2020