

Data Collection and Analytic Display Software Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies.”

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire services agencies to provide emergency responder services, including fire protection, fire suppression, emergency medical services, non-emergent medical care and other associated services in their respective areas.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency’s information technology needs.
4. The Agencies desire to coordinate and centralize the acquisition, implementation and use of Data Collection and Analytic Display Software needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies, create a standardized platform between agencies and to gain the benefit of economies of scale for all participating Agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish an administrative entity under the provisions of RCW 39.34.030 to be known as the Data Collection and Analytics Display Consortium “DCAD Consortium” to implement a cooperative cost sharing and administrative approach to serve the data collection and analytic display needs of each Agency according to its needs and the general service priorities as established and approved by the Administrative Board. Each Agency shall retain full authority for and jurisdiction over its own fire prevention and protection services, emergency medical services and non-emergency services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **DEFINITIONS.**
 - 2.1. “Fiscal Agent” means the Agency appointed by the Administrative Board to be the custodian of funds with responsibility to manage the finances of the DCAD Consortium.
 - 2.2. “Lead Agent” means the Agency appointed by the Administrative Board to manage the procurement, licensing and implementation of the DCAD Software.

2.3. "DCAD Software" means the scope services set forth in Exhibit A which may be amended from time to time by the Administrative Board.

3. Governing Structure of DCAD Consortium

3.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief or Fire Chief's designee of each Agency to this Agreement. The Administrative Board shall be responsible for:
 - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement;
 - (ii) Establishing an annual budget for the DCAD Software.
 - (iii) Communicating with the governing bodies of the Agencies to this Agreement.
 - (iv) Oversee and coordinate the licensing, purchase and implementation of the DCAD Software on a uniform basis amongst the Agencies.
- (b) The Administrative Board shall meet a minimum of once a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chair to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Member shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds in excess of the Administrative Board approved annual budget, shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation. Administrative Board meetings may be held remotely using telephone or video meeting technology, provided, except in the event of an emergency, and unless waived by all Board Members all Board Members are provided at least 7 business days' notice of such meeting and that all have the ability to hear and be heard using the adopted technology.

3.2. Joint Decision Making

- (a) This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board relating to each Agency's DCAD Software needs.
- (b) Joint decision-making shall be exercised through recommendations or requests brought to the Administrative Board by the Fiscal Agent and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall approve joint recommendations using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives.

A majority of the currently appointed Agency representatives shall constitute a quorum. Approval of joint recommendations shall be made by a majority vote. A Member unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Member's vote via email prior to the meeting or by providing a written proxy to another Member attending the meeting.

4. Fiscal Arrangements

- 4.1. Budget Process.** On or about July 15 of each year, the Fiscal Agent shall provide the Administrative Board, a proposed estimated annual budget for DCAD Consortium operations in the following year. The Administrative Board shall approve a final annual budget no later than September 30 of each year. The proposed estimated annual budget shall include the proposed Fiscal Agent and Lead Agent Administrative Costs.
- 4.2. Cost Allocation.** DCAD Consortium costs approved by the Administrative Board shall be allocated among the Agencies as follows:
- (a) Cost Distribution Per CAD Incident Formulary.** The cost allocation between Agencies for DCAD Software Costs shall be based on a formulary of distribution of CAD created incidents as outlined in **Exhibit B**.
 - (b) Additional Agencies (Section 13.).** Agencies joining midterm shall enroll by payment of Administrative Costs as outlined in Exhibit C.
- 4.3. Cost Structure.** DCAD Consortium Costs shall include the following.
- (a) DCAD Software Costs.** Such costs shall include the initial and ongoing DCAD Software licensing costs.
 - (b) Fiscal Agent Administrative Costs.** The Fiscal Agent shall be paid based on **Exhibit C** as approved by the Administrative Board to offset soft costs associated with serving as the Fiscal Agent including, administrative support costs, legal costs, human resources costs, consumable supplies, etc.
 - (c) Lead Agent Administrative Costs.** The Lead Agent shall be paid based on **Exhibit C** as approved by the Administrative Board to offset soft costs associated with serving as the Lead Agent including, administrative support costs, legal costs, human resources costs, consumable supplies, etc.
- 4.4. Unbudgeted Costs.** In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.
- 4.5. Cost/Service Reductions.** The Administrative Board shall have the authority to reduce an Agency's Costs if an Agency requires less than the full services covered by the Administrative Costs.
- 4.6. Fiscal Agent.** The Fiscal Agent shall be an Agency under this Agreement as designated by the Administrative Board. The initial Fiscal Agent shall be Central Pierce Fire & Rescue. The

Fiscal Agent shall be responsible for administering the financial operations of the DCAD Consortium including but not limited to, bill paying, receipt and, purchasing decisions, etc.

- 4.7. Lead Agent.** The Lead Agent shall be an Agency under this Agreement as designated by the Administrative Board. The Lead Agent may also serve as the Fiscal Agent. The initial Lead Agent shall be Central Pierce Fire & Rescue. The Lead Agent shall be responsible for providing necessary staff support to administer the procurement, licensing, implementation and oversight of the DCAD Software on behalf of the Agencies.
- 4.8. Payment of Costs.** For all costs owed by an Agency under this Agreement, the Fiscal Agent shall invoice each Agency with appropriate supporting documentation. Invoices for Agency Direct Costs shall be delivered at the time such costs are incurred. Invoices for Administrative Costs shall be invoiced on an annual basis on or before March 31 of each year. Invoices shall be due within thirty days of receipt.
- 5. DCAD Software Policies, Standards and Platforms.** The Administrative Board on recommendation of the Lead Agent shall work to establish DCAD Consortium policies, standards and platforms. Each Agency shall work to modify its own policies, standards and platforms in a manner that ensures consistency between Agency and the Consortium policies, standards and platforms.
- 6. Resources:** Where possible, assets purchased by the DCAD Consortium shall be licensed to each individual agency and owned by individual agencies. This Agreement also allows for the collaborative acquisition, use, and management of property and equipment, (“Resources”). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased with the approval of the Administrative Board and jointly owned resources shall be listed on **Exhibit D** to this Agreement “Joint Resources.” The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:

 - 6.1.** The ownership and Ownership Share of Joint Resources acquired after the execution of this agreement shall be documented on **Exhibit D**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the actual financial contribution of each Agency in the year of acquisition of such Resources “Ownership Share.”
 - 6.2.** If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
 - 6.3.** In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
- 7. Annual Evaluation Process.** The Administrative Board shall establish an annual evaluation process for each participating Agency to rate the services and satisfaction of the services provided by the

DCAD Consortium. Findings of the annual evaluation process along with accomplishments from the previous year shall be provided to each member agency.

8. Records and Files. DCAD Consortium staff will maintain all records and files produced pursuant to this Agreement in the offices of the Fiscal Agent, except as to such original documents that are maintained by the Agencies.

9. Insurance

9.1. The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence.

10. Indemnification

10.1. Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

10.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

10.3. Nothing herein shall be interpreted to:

- (a)** Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its Employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b)** Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c)** Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole

responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. Dispute Resolution.

- 11.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 11.2.** If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 11.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Pierce County Superior Court, Pierce County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 11.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12. Term/Termination of Agreement

- 12.1.** This agreement shall be effective on August 1, 2021 and shall continue for a term of five years. The Administrative Board may, extend the term of this Agreement for an additional five years on or before August 1, 2026 without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- 12.2.** In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than July 1 of the year prior to the year of the termination. A written notice to renegotiate shall specify the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

13.1. Additional Agencies may join the DCAD Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

13.2. If this agreement is terminated as to all Agencies, the Administrative Board shall cause assets to be distributed per Section 6 and liabilities to be distributed per Cost Distribution per CAD Incident Formulary (Exhibit B.)

14. Miscellaneous

14.1. Audit. The Fiscal Agent shall permit any Agency, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Fiscal Agent's offices, all of the pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Fiscal Agent shall permit the Agency to copy any of these books and records upon the Agency's request, subject to payment of the Fiscal Agent's reasonable costs incurred in making those copies. The Administrative Board shall appoint an audit committee, consisting of two (2) member agency representatives other than the fiscal agent, to review the books, records and accounting practices of the fiscal agent pertaining to the DCAD Consortium at least once annually.

14.2. Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

14.3. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.4. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.5. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. Provided, however, the Administrative Board may, by unanimous vote, approve amendments to the Exhibits without additional Agency consent. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of

any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the DCAD Consortium are not impaired.

15. Execution.

15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 22
(EAST PIERCE FIRE & RESCUE)**

18421 Veterans Memorial Drive East
Bonney Lake, WA 98391

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 21
(GRAHAM FIRE & RESCUE)**

P.O. BOX 369
Graham, WA 98338

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 16
(KEY PENINSULA FIRE)**

8911 Key Peninsula HWY NW
Lakebay, WA 98349

By:  _____
5A11DC524F484F5

DATE: 9/14/2021 _____

NOTICES TO BE SENT TO:

Dustin Morrow

8911 Key Peninsula HWY NW
Lakebay, WA 98349

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 5
(GIG HARBOR FIRE
& MEDIC ONE)**

10222 Bujacich Road NW
Gig Harbor, WA 98332

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 18
(ORTING VALLEY FIRE & RESCUE)**

401 Washington Ave SE
Orting, WA 98360

By: JG

DATE: 9/20/2021

NOTICES TO BE SENT TO:

OVFR
PO Box 386
Orting WA 98360

CENTRAL PIERCE FIRE & RESCUE

P.O. Box 940
Spanaway, WA 98387

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 3
(WEST PIERCE FIRE & RESCUE)**

3631 Drexler Drive West
University Place, WA 98466

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 18
(ORTING VALLEY FIRE & RESCUE)**

401 Washington Ave SE
Orting, WA 98360

By: _____

DATE: _____

NOTICES TO BE SENT TO:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 3
(WEST PIERCE FIRE & RESCUE)**

3631 Drexler Drive West
University Place, WA 98466

By: _____

DATE: _____

NOTICES TO BE SENT TO:

CENTRAL PIERCE FIRE & RESCUE

P.O. Box 940
Spanaway, WA 98387

By:  _____

DATE: 08/09/2021

NOTICES TO BE SENT TO:

Central Pierce Fire & Rescue
ATTN: Fire Chief
PO Box 940
Spanaway, WA 98387

EXHIBIT A
SCOPE OF SERVICES

- 1. Operations Suite to result in CAD/AVL data aggregation and display:**
 - 1.1 Real-time incident routing**
 - 1.2 Real-time unit status updates**
 - 1.3 Real-time view of available/assigned resources**
 - 1.4 Instant access to Agency GIS data layers (hydrants, infrastructure, etc.)**
 - 1.5 Regional data sharing enhancing mutual aid interoperability**

- 2. Reporting & Analytics Suite data aggregation and display (dashboards) demonstrating:**
 - 2.1 Year to Date Summary**
 - 2.2 Quarterly Performance Review**
 - 2.3 Incident Details**
 - 2.4 First Arriver Performance**
 - 2.5 Unit Performance**
 - 2.6 Weekly Unit Response Summary**
 - 2.7 Station Metrics**
 - 2.8 Two Geospatial Performance Tools:**
 - 2.9 Unit Performance**
 - 2.10 Incident Performance**

**EXHIBIT B
COST DISTRIBUTION PER CAD INCIDENT FORMULARY**

1. General

This procedure applies to all signing Agencies. The Administrative Board reserves the right to modify or update this procedure at any time.

2. Purpose and Objective

The purpose of this procedure is to describe the cost allocation model for DCAD service.

3. Process and Procedure

The following table outlines cost distribution per Agency:

3.1 Annual Cost:

	Start	End	Annual Cost
Subscription Start/End (SaaS terms)			
Year 1	Aug 1 2021	July 30 2022	60,161.72
Year 2	Aug 2 2022	July 30 2023	51,161.72
Year 3	Aug 2 2023	July 30 2024	51,161.72
Year 4	Aug 2 2024	July 30 2025	52,184.95
Year 5	Aug 2 2025	July 30 2026	52,696.57
Total			\$ 267,366.69

3.2 Total Annual Estimate:

(a.) DCAD total cost divided by Total CAD Incidents (rounded up to the 100th) establishes Cost Ratio.

(b.) Total Agency CAD Incidents multiplied by Cost Ratio (rounded up to the nearest whole dollar) establishes annual estimate.

2021-2022 Participants per 2020 CAD Incident Distribution (Formulary = 0.81)		
Agency	Calls	Annual Estimate
Orting Valley Fire & Rescue	2,200	\$1,782
Key Peninsula Fire Department	2,480	\$2,009
Gig Harbor Fire & Medic One	6,083	\$4,928
Graham Fire & Rescue	7,335	\$5,942
East Pierce Fire & Rescue	11,163	\$9,043
West Pierce Fire & Rescue	16,130	\$13,066
Central Pierce Fire & Rescue	28,943	\$23,444
TOTAL	74,334	\$60,162.72

EXHIBIT C
FISCAL AND LEAD AGENT ADMINISTRATIVE COST

1. Fiscal Cost of Contract Administration
 - 1.1. Annual Flat Rate for Administration of Billing \$10 per Agency.
2. Lead Agent Administrative Cost
 - 2.1 Initial Flat Rate for Legal Costs \$100 per Agency.
 - (a.) Charged once to each participating Agency with ratification.
 - (b.) Charged once to each Additional Agency (Section 13.) with midterm ratification.

EXHIBIT D
JOINTLY OWNED RESOURCES AND OWNERSHIP SHARES

1. Not Applicable: No current resources.