

Return Document to: RiverCom
Document Title: Interlocal Cooperation Agreement Re: Data Hosting
Related Documents: N/A
Grantor: Chelan County, Douglas County, City of Wenatchee, City of East
Wenatchee and RiverCom
Grantee: Chelan County, Douglas County, City of Wenatchee, City of East
Wenatchee and RiverCom
Legal Description: N/A
Parcel Number(s): N/A

**INTERLOCAL COOPERATION AGREEMENT
RE: RIVERCOM DATA HOSTING**

This Agreement is made by and between Chelan County, Washington, a political subdivision of the State of Washington, Douglas County, Washington, a political subdivision of the State of Washington, the City of Wenatchee, a Washington municipal corporation and the City of East Wenatchee, a Washington municipal corporation (“Member,” individually, or “Members,” collectively), and RiverCom, a Washington municipal corporation (“RiverCom”). This Agreement is made pursuant to RCW 39.34, et seq. The above identified entities shall be collectively referred to as the “Parties” to this Agreement.

RECITALS

1.1 RiverCom was created in 2002 by Chelan County, Douglas County, the City of Wenatchee and the City of East Wenatchee to provide a multi-jurisdictional public safety answering point (PSAP) for the region;

1.2 The Chelan County Sheriff’s Office and the Chelan County Regional Jail, the Douglas County Sheriff’s Office, the City of Wenatchee Police Department and the City of East Wenatchee Police Department (“Agency,” individually, or “Agencies,” collectively) have all individually implemented the Spillman Technologies record management system;

1.3 The Agencies have not all implemented the same Spillman Technologies record management system modules and/or a uniform manner for use or data upload to system modules;

1.4 RiverCom also uses Spillman Technologies computer-aided dispatch (CAD);

1.5 RiverCom has been hosting storage of Spillman data created, uploaded and stored by the Agencies on one or more shared data servers physically located at the RiverCom dispatch center;

1.6 RiverCom and the Agencies have agreed that Agency records located on shared Spillman servers are “public records,” but that records for which RiverCom may have “viewing rights only” or is granted “limited access or editing rights only” are not RiverCom public records for the purpose of the Public Records Act, RCW 42.56.

1.7 The Agencies wish to enter into an Interlocal Cooperation Agreement pursuant to RCW Chapter 39.34 regarding the ownership and control of data stored on shared data servers located at RiverCom, and regarding the RiverCom authority to copy, produce or otherwise disseminate Agency records pursuant to the Washington Public Records Act, RCW 42.56.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

AGREEMENT

2.1 The Agencies agree that RiverCom does not have authority to edit, create, produce, delete, archive, or otherwise control Agency records located on shared Spillman servers, such authority being reserved to the Agency which created and uploaded such records.

2.2 In order to provide the fullest assistance to requestors when making requests for public records, to minimize confusion as to where and how public record requests should be made for RiverCom and/or Agency records, and to avoid the need of requestors to make, or RiverCom and the Agencies having to respond to, multiple and/or duplicate requests for public records, RiverCom and the Agencies agree as follows:

2.3 With respect to the records of the Chelan County Sheriff's Office and the Douglas County Sheriff's Office, RiverCom hereby appoints the following Public Records Officers (PRO) for handling record requests pursuant to RCW 42.56.580:

a) The Chelan County Sheriff's Office PRO is the RiverCom PRO for the purpose of responding to any request that includes Chelan County Sheriff's Office records.

b) The Douglas County Sheriff's Office PRO is the RiverCom PRO for the purpose of responding to any request that includes Douglas County Sheriff's Office records.

c) The Chelan County Sheriff's Office PRO and the Douglas County Sheriff's Office PRO will be acting on behalf of RiverCom when responding to a public records request received by RiverCom for the Chelan County or Douglas County records.

d) If the scope of a request includes Spillman call records, instant messaging involving RiverCom staff, RiverCom audio recordings, and/or RiverCom policies, financial reporting, operational records, or other RiverCom records, RiverCom shall provide those records to the appointed Chelan County or Douglas County PRO and shall coordinate with the PRO to assure that all RiverCom records responsive to the request are included with response in accordance with the Public Records Act. RiverCom shall provide those records in a timely manner and in accordance with the Public Records Act.

2.4 If RiverCom receives a request for records of the Wenatchee Police Department, RiverCom will provide those RiverCom records that are responsive and will inform the requester that RiverCom is not authorized to release the records of the Wenatchee Police Department and will direct the requester to the PRO for the Wenatchee Police Department. Prior to the release of RiverCom records to the requester, if the records contain information for a matter where a case number has been assigned by the Wenatchee Police Department, RiverCom shall provide the Wenatchee Police Department notice at least ten (10) business days before the release so that the Wenatchee Police Department has a reasonable opportunity to bring an action to prevent the release of such records. If the Wenatchee Police Department does not provide RiverCom with a protective order by the date for release of the RiverCom records, then RiverCom shall release the RiverCom records as it deems appropriate. For purposes of this Section, "RiverCom records" shall mean those records identified in Section 2.6 of this Agreement.

Any notice required to be provided to Wenatchee Police Department by this Agreement shall be provided in writing to:

Wenatchee Police Department
Attention: Chief of Police
140 S. Mission St.
P.O. Box 519
Wenatchee, WA 98807.

2.5 If RiverCom receives a request for records of the East Wenatchee Police Department, RiverCom will provide notice of the request to the East Wenatchee Police Department within five (5) days of receipt of the request. RiverCom will assemble and provide to the East Wenatchee Police Department all records that would be responsive to the request, both records of the East Wenatchee Police Department and RiverCom records. The East Wenatchee Police Department will have ten (10) days from receipt of the records to bring an action in the appropriate jurisdiction for a protective order to prevent disclosure of any portions of the documents identified by RiverCom and produced to the East Wenatchee Police Department in response to the records request. If the East Wenatchee Police Department does not bring an action for protective order and notify RiverCom of its having done so within ten (10) days of their receipt of the records, RiverCom shall release the records in their entirety to the requester.

2.6 If RiverCom receives a records request that involves RiverCom records alone, RiverCom will respond to that request through its own PRO. RiverCom records are identified as follows:

- a) 9-1-1 audio recordings
- b) CAD Call Logs
- c) Radio traffic recorded by RiverCom

- d) Instant messaging between RiverCom employees
- e) Email, text, and phone records that include RiverCom employees
- f) RiverCom business, administrative, financial, employment, operational records
- g) Records generated by RiverCom.

Records generated by any other Agency and not by RiverCom, and to which RiverCom employees are not a party, are not considered RiverCom records.

2.7 RiverCom shall publish information on its public records webpage advising the public of the types of public records available through RiverCom with links to Agency public records webpages and PRO contact information.

2.8 This Agreement may be terminated at any time as to any Agency by notice in writing to RiverCom of that Agency's intent to terminate or by RiverCom's notice in writing to any Agencies of its intent to terminate. Termination shall be effective thirty (30) days from delivery of such written notice to RiverCom. Termination of this Agreement as to one Agency shall not affect the applicability of this Agreement to the remaining Agencies.

2.9 The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

2.10 This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

2.11 This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the Parties and adopted by Party's legislative authority.

2.12 The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

2.13 This Agreement may be executed by the Parties using duplicate counterparts.

2.14 Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the Chelan and the Douglas County Auditors or, alternatively, listed by subject on each Party's website or other electronically retrievable public source.

2.15 This Agreement does not involve financing or the transfer of funds between RiverCom at any Agency.

2.16 This Agreement does not involve the acquisition, retention or disposal of any real or personal property.

2.17 This Agreement shall be administered through the RiverCom Board of Directors and through the RiverCom staff.

This Agreement is entered into effective on the date of the last approval from the Parties to this Agreement as indicated on the signature pages below.

Dated: 10/1/18

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Kelli W. Goehner
Chair



Dave England
Vice Chair
Commissioner

ATTEST:

Janice Ruelatter
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney

Dated: 10-1-18

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

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Dated: _____

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

Dated: 9/18/2018

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Chair



Vice Chair



ATTEST:

[Handwritten signature]

Clerk of the Board

[Handwritten signature]

Commissioner

APPROVED AS TO FORM:

[Handwritten signature]

Prosecuting Attorney

Dated: _____

CITY OF WENATCHEE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Dated: _____

CITY OF EAST WENATCHEE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

Dated: 9/13/18


CITY OF WENATCHEE


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:



City Attorney Steve Smith
9/25/2018

Dated: 9/13/2018


CITY OF EAST WENATCHEE


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:



City Attorney

Dated: 10/10/18

RIVERCOM



Director, RiverCom



Chairman, RiverCom Board

ATTEST:



Clerk, RiverCom Board

Thad L. Duvall, Auditor, Douglas County, WA.
AFN # 3216262 Recorded 10/17/2018 at 01:17:32PM,
INLOAGR Pages: 11 \$0.00
DOUGLAS COUNTY COMMISSIONERS

Skip Moore, Auditor, Chelan County, WA.
AFN # 2486360
Recorded 10:52 AM 10/16/2018
INAGMT Page: 1 of 11 \$109.00 CITY OF
WENATCHEE

Return Address:

Tammy Stanger, City Clerk
City of Wenatchee
PO Box 519
Wenatchee, WA 98807

Document Title(s) (or transactions contained therein):

1. Interlocal Cooperation Agreement Re: Data Hosting
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

(on page _____ of document(s))

Grantor(s) (last name first, then first name and initial(s))

1. Chelan County, Douglas County, City of Wenatchee, City of East Wenatchee, and RiverCom
 - 2.
 - 3.
 - 4.
- Additional names on page _____ of document.

Grantee(s) (last name first, then first name and initial(s))

1. Chelan County, Douglas County, City of Wenatchee, City of East Wenatchee, and RiverCom
 - 2.
 - 3.
 - 4.
- Additional names on page _____ of document.

Legal Description (abbreviated : i.e. lot, block, plat or section township and range)

N/A

Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number: N/A

Additional parcel numbers on page _____ of document

Washington State County Auditor/Recorder's indexing form (cover sheet)

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EMERGENCY NONSTANDARD REQUEST – SIGN ONLY WHEN RECORDING AS NONSTANDARD

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

SIGNATURE

DATE