

RESOLUTION NO. 21-5

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
RICH COUNTY AND LOGAN CITY FOR SHARED ACCESS TO THE SPILLMAN
PUBLIC SAFETY SYSTEM

WHEREAS, Rich County is body politic and political subdivision of the State of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

WHEREAS, Rich County, through the Rich County Sheriff's Office, and Logan City, through the Logan City Police Department, have negotiated an Interlocal Cooperation Agreement for the purposes contained therein; and

WHEREAS, the Rich County Sheriff's Office relies on 911 dispatchers at the Logan City Police Department to take 911 calls from Rich County when Rich County's dispatcher is on another 911 call; and

WHEREAS, shared access to the Spillman Public Safety System will enable Logan City Police Department's dispatch to more effectively provide that back-up assistance; and

WHEREAS, the Rich County Board of Commissions determines that this Interlocal Agreement is in the best interests of Rich County;

NOW THEREFORE, by the Board of County Commissioners of Rich County, Utah, that the Interlocal Cooperation Agreement ("Agreement") attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted for the purposes contained therein. The Board of County Commissioners hereby authorizes and directs the Chair to execute said Agreement along with any documents relating thereto for and on behalf of Rich County.

A Resolution Approving an Interlocal Agreement between Rich County and Logan City for Shared Access to the Spillman Public Safety System

DATED this 7 day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
OF RICH COUNTY

By: William Cox
Commissioner William Cox, Chair

Commissioner William Cox voted
Commissioner Sim Weston voted
Commissioner Jonathan Lee voted

yes
yes
yes

ATTEST:

Rebecca Peart

Rebecca Peart, Rich County Clerk

A Resolution Approving an Interlocal Agreement between Rich County and Logan City for
Shared Access to the Spillman Public Safety System

Attachment A
(Interlocal Agreement)

**LOGAN CITY POLICE DEPARTMENT /
RICH COUNTY SHERIFF'S OFFICE /
INTERLOCAL AGREEMENT
Spillman Public Safety System**

This Agreement, entered into this _____ day of _____, 2021, is executed pursuant to applicable governing laws.

The parties acknowledge they have read and understand the terms and conditions contained therein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services to be performed by the LOGAN CITY POLICE DEPARTMENT and, the RICH COUNTY SHERIFF'S OFFICE, and all affiliated agencies pertaining to the Spillman public safety software project.

DEFINITIONS

For the purposes of this Agreement, the following definitions will be understood between both parties.

Parties. The entities directly associated with this project include the CITY OF LOGAN through LOGAN CITY POLICE DEPARTMENT, and RICH COUNTY through the RICH COUNTY SHERIFF'S OFFICE. Other agencies connected to the Host Agency will be referred to as Shared Agencies. All responsibilities and negotiations will be between the LOGAN CITY POLICE DEPARTMENT and the RICH COUNTY SHERIFF'S OFFICE; these parties will herein be referred to as the Host Agency and the Shared Agency:

Host Agency. The LOGAN CITY POLICE DEPARTMENT will herein be referred to as the Host Agency. As such, the dedicated server for the software application will be maintained and stored at the Host Agency and associated facilities.

Partner Agency. The CACHE COUNTY SHERIFF'S OFFICE will herein be referred to as the Partner Agency.

Shared Agency. The RICH COUNTY SHERIFF'S OFFICE will herein be referred to as the Shared Agency, as a shared entity utilizing the server at the LOGAN CITY POLICE DEPARTMENT, the Spillman software owned and operated by the Shared Agency will use the server at the Host Agency.

Spillman System. All references to the system, software, or Spillman System refer to any version of the public safety software application provided by Spillman Technologies, Inc.

Authorized Individual. An Authorized Individual is one who has been given a unique username and password login to the Spillman System. Any Authorized Individual must be a current employee of the LOGAN CITY POLICE DEPARTMENT, or RICH COUNTY SHERIFF'S OFFICE, or the employee of an affiliated Legal, Court, or other related department as authorized by the Host Agency.

1.0 DATA ENTRY AND USE

1.1 TECHNOLOGY REVIEW AND DATA ENTRY STANDARDS COMMITTEE
Policy, procedure, and management of the software project will be governed by two committees:

1.2 TECHNOLOGY REVIEW COMMITTEE

The Agreement is intended for use by the Host, Partner, and Shared Agency Public Safety employees only. The Standards Committee must approve all accounts that are not for the stated intent.

1.7 INDIRECT ACCESS

Each party will take measures to prevent unauthorized third-party indirect access to the shared Spillman System. Examples of unauthorized access include but are not limited to access through gateways, dial-up, or cascaded Telnet sessions where the originator is not an Authorized Individual of the Host Agency's network, but whose resultant IP address would appear to the network as being an Authorized Individual's address. If a Shared Agency negligently or wrongfully permits unauthorized use or access or any security breach, the Shared Agency agrees to indemnify and defend the Host and Partner agency, its officials, officers and employees and pay any damages, costs of litigation, including attorney's fees incurred by either the Host or Partner agency.

1.8 USER ACCOUNT ACCESS TO SPILLMAN SYSTEM

Each user of the Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized Individual. This account is used within the Spillman System to determine system rights, and to provide a method of accounting for access to information. For security, sharing of accounts within an agency for any purpose is expressly prohibited. Every user shall have a unique account, as determined through the technical committee member for that agency issuing the user account. Exceptions to this paragraph (generic logins) may be made by the Standards Committee.

2.0 SECURITY

2.1 SECURITY PRIVILEGES

All parties reserve the right to make all decisions and establish all security privileges pertaining to the individual party's data stored in the Spillman system. The Host and Partner Agencies are entitled to full system access to administer the Spillman System and the specifications for each Authorized Individual and user. The Shared Agency is restricted to accessing the software, modules, and screens they have purchased from Spillman and shall maintain and comply with any licensing requirements. System Administration (SU, Admin, and 'All' accounts) is limited to the Host and Partner Agencies. Each agency is prohibited from modifying any part of another party's data without written consent.

2.2 USER PERMISSIONS

Each party reserves the right to establish the permissions granted to each individual user employed by the party. Authorized Individual permissions include accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Spillman System. Each agency also maintains the right to partition specific records and information within any record that is deemed private and inaccessible by another party.

2.3 AUTHORIZED USER POLICY

Each agency will create and maintain an authorized user policy (AUP) that meets or exceeds the standards set forth by the Technical Committee and is in compliance with CJIS policy and procedure.

3.0 INFRASTRUCTURE

3.1 HARDWARE EQUIPMENT & MAINTENANCE

Hardware equipment includes the Spillman server, SAN, fiber channel switches, and other hardware related to operate the Spillman Records Management system.

Costs related to the acquisition, installation, maintenance, operation, and migration of the hardware described above shall be allocated as follows:

Host Agency:	50%
Partner Agency:	50%

The Host Agency will manage the purchasing and installation of new hardware as needed and then invoice the Partner Agency as provided above.

The Host Agency agrees to either obtain or maintain a maintenance contract with all hardware vendors at all times, including backup generator(s) or reserve power supplies. The Host Agency is responsible to renew these hardware contracts as necessary with all involved entities.

Costs incurred for maintenance contracts on the equipment described above will be split using the above percentages. The Host Agency will manage and pay for the maintenance contracts and then invoice the Partner Agency as provided above.

3.2 MINIMUM HARDWARE SPECIFICATIONS

Connected computers (laptops or PCs) with access to the Spillman System will comply with the most current "Minimum Specifications" document provided by Spillman Technologies, Inc. Each party will be responsible to maintain hardware to meet these specifications.

3.3 ACCESS TO SPILLMAN SYSTEM

The Host Agency will do everything within reason to ensure that the Partner and Shared Agencies have access to the Spillman System 24 hours a day, 7 days a week. Should availability to the Spillman System be terminated, for any reason whatsoever, the Host Agency will immediately notify the Partner or Shared Agency of the lapse in system access. Each party is responsible for their agency's access (route) to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate service providers to restore system availability. Host agency is not responsible for hardware, software, IT services or any other requirement to access the server.

3.4 SPILLMAN SYSTEM / NETWORK MAINTENANCE

3.4.1 The Spillman System and the Host Agency network will be available as set forth in this section with the following exceptions:

3.4.2 SCHEDULED MAINTENANCE

The Host Agency reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance in an attempt to minimize impacts to all parties. The Host Agency shall provide written notice of any scheduled maintenance to the Partner and Shared Agency as soon as feasible. The Partner or Shared Agency must notify the Host Agency one week prior to the scheduled maintenance window if the Partner or Shared Agency requires the Spillman System to be available or "live" during scheduled maintenance. The parties agree and acknowledge that scheduled maintenance may result in loss of service to the Spillman System for a period of time.

3.4.3 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

The Technology Review Committee will meet regularly as needed to jointly determine which upgrades or hardware acquisitions the parties will implement. In addition, if upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the committee will determine the most appropriate time for scheduled modifications to minimize the impact to the parties.

Software and Hardware upgrades or modifications differ from normally scheduled maintenance, in that the Spillman System will be unavailable for the duration of the upgrade. It is conceivable that an upgrade or migration may take a several days. In the event that the Technology Review Committee agrees to an upgrade or migration, the Host Agency will notify the Partner and Shared Agency of the scheduled upgrade at least one month prior to the scheduled upgrade time. The Host Agency will make every reasonable attempt to schedule the upgrade to minimize impacts to the Partner and Shared Agency.

3.4.4 EMERGENCY MAINTENANCE

The Host Agency will coordinate emergency maintenance with the Partner and Shared Agency whenever necessary and possible.

3.4.5 HOST AGENCY'S TECHNICAL ASSISTANCE

The Host and Partner Agency will each maintain at least one certified Spillman Application Administrator (SAA). SAA's for each agency are expected to provide technical support to users for Spillman related issues from their agency, and any shared agencies they contract with. System administration is limited to personnel employed by the Host and Partner agencies.

3.4.6 CONFIGURATION MANAGEMENT

All server configuration changes will be made by the Host Agency in coordination with the Partner and Shared Agencies. The Partner Agency will provide the Host Agency with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

3.4.7 REDUNDANCY, BACKUP, & ARCHIVING

The Host Agency will use "best practices" in maintaining redundancy, backups and archives of all data.

3.4.8 SECURITY AND INTEGRITY

The Host Agency's network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Partner and Shared Agency is responsible for securing their organization's IT network against all unauthorized access.

4.0 TERMS OF CONTRACT

4.1 TERMINATION OF SPILLMAN LICENSE OR SUPPORT AGREEMENT

If any party should terminate their License or Support contract with Spillman Technologies, Inc., the Agency will provide written notice to the other parties of this Agreement at least 30 days prior to the contract's termination. The Agency maintaining the License or Support contract with Spillman reserves the right to keep its own License and/or Support contract with the vendor as well as all system data belonging to the agency.

4.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN HOST, PARTNER, AND SHARED AGENCIES

This Agreement may be terminated by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 30 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Events of default include the following:

- a. One party wrongfully uses data provided by the other parties.
- b. Unauthorized copying of data.

- c. In the event the Agreement is determined to be in conflict with federal or state law, City resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. One party uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. One party sells, gives, leases, or loans access to the screens of the data contained therein to any person without the express written approval of the other interested party.
- f. One party allows access to the screens of the data contained therein or any part thereof, to be used as a list of individuals for commercial purposes.
- g. One party allows the connection of a computer network operated by any entity that is outside of the Host Agency's influence.

4.3 LIMITATION OF LIABILITY

The information supplied by the Host Agency described herein is provided on an "as is" basis "with all faults."

The obligations of the Host Agency and the rights and remedies of the Partner and Shared Agency set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the Host Agency and rights, claims and remedies of the customer against the Host Agency express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages

4.4 DURATION AND TERMINATION OF AGREEMENT

This Agreement is for a one-year period and automatically renews for additional one year periods unless terminated as provided for in this Agreement. This Agreement may be terminated by a Host Agency for any reason by sending notice to the Shared Agency. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 30 days prior to such date.

5.0 HOST RATES AND EQUIPMENT COSTS

5.1 HOSTING FEE

The hosting fee shall be \$90.20 per Authorized User payable annually in advance to the Host Agency. The number of users will be determined annually, and the hosting fee shall reflect such users. Such fee shall be increased by three percent (3%) per year effective as of July 1st each year, including each year of any renewal term.

5.2 SHARED AGENCY EQUIPMENT COSTS

The Shared Agency will be responsible and liable for all costs incurred in the acquisition of its own equipment, including network connections and other supplemental equipment and the costs of connecting that equipment with the Host Agency equipment. Where required by the Host Agency, the Shared Agency will purchase network connection equipment specified by the Host Agency. The Shared Agency will be responsible for maintaining and troubleshooting their connection equipment.

6.0 ACCEPTANCE

The Host Agency and Shared Agency hereby mutually acknowledge and accept the terms and conditions of this Agreement.

ATTEST:

Rebecca Peot
Recorder/Clerk

SHARED AGENCY (Rich County):

William G. Cox
Commissioner/Councilperson

Approved as to form:

Ben Swell
Attorney for Rich County

ATTEST:

Teresa Harris
City Recorder

HOST AGENCY (Logan City):

Holly Daines
Mayor - City of Logan

Approved as to form:

Kymber Housley
City Attorney for Logan