

# MEMORANDUM OF UNDERSTANDING

## Interagency Spillman INSIGHT Information Sharing

### **PURPOSE:**

This Memorandum of Understanding (MOU) will set forth the policy and procedures governing the ownership, access, exchange and preservation of shared confidential law enforcement information as provided through a Spillman Data Systems INSIGHT Broker Server managed on behalf of law enforcement agencies who are members of this MOU, herein referred to as "Agency", by Multi-Agency Communications Center (MACC).

### **AGENCIES:**

The member Agencies to this Memorandum of Understanding are set forth in Exhibit A, attached and incorporated herein, as such may be amended from time to time by the Agencies in accordance with the terms set forth herein.

### **BACKGROUND:**

The Cities of Grand Coulee and Coulee Dam were award recipients of Federal Homeland Security Grant Funding for interoperability and communications enhancements within the Grand Coulee Dam Buffer Zone (BZPP). The Cities of Grand Coulee and Coulee Dam have agreed to relinquish ownership and any interest in the Spillman INSIGHT Broker Server and INSIGHT Module Licensing acquired through the grant to the Multi Agency Communications Center (MACC).

The State of Washington Department of Emergency Management issued a contract with MACC authorizing the purchase of hardware and software from Spillman Technologies Inc.

MACC has agreed to house, maintain and provide secure access to the Spillman INSIGHT Broker Server, for the purpose of sharing criminal justice information between the Agencies named in the aforementioned list.

### **MAINTENANCE:**

Each Agency agrees to pay Spillman their portion of the annual INSIGHT license maintenance fees.

The Coulee Dam Police Department and the City of Grand Coulee Police Department shall be exempt from any costs related to the INSIGHT Server in appreciation of their award through the Federal Homeland Security Buffer Zone Grant.

MACC shall assign a computer systems specialist to monitor, operate and maintain the INSIGHT server on a 24/7 basis.

Repair and replacement costs for the INSIGHT server will be shared equally by all Agencies as a condition of continued participation. MACC shall notify and receive acknowledgement from the participating Agency representative prior to making any repairs or replacements to the INSIGHT server. MACC will notify and invoice each Agency for their equal share of any repair and replacement costs involved with the INSIGHT server.

### **OWNERSHIP/USE:**

It is anticipated that the Agencies will share information from each Agency's Spillman Records Management System including, but not limited to, names tables, vehicles tables, property tables, property/individual booking photographs and law incident tables. Each Agency retains the right to partition or restrict access to such data as it deems appropriate (i.e. particularly sensitive cases, etc.).

Unless otherwise required by law, no Agency shall disclose information contained in the Spillman Data System to any other person, without the consent of the Agency creating the information.

It will be the Agency's responsibility to pay all costs associated with the connection to the INSIGHT Server at MACC. MACC will not be responsible for any Agency connection costs to the INSIGHT Server. MACC IT personnel will assist Agency connection at a reimbursable fee for time.

**LIABILITY:**

Any Agency disclosing information without the creating Agency's consent shall defend the other Agency from lawsuits for wrongful disclosure of information and hold other Agencies harmless for any damages resulting from the wrongful disclosure of information.

All personnel assigned by an Agency to perform INSIGHT related functions shall not be considered employees of any other Agency for any purpose.

**SECURITY:**

Each Agency shall ensure that firewalls (including protection via a Virtual Private Network (VPN), remain in place to protect confidentiality of the shared information from any entity outside this agreement.

Each Agency shall ensure that their Agency's computer network is current and compliant with the Criminal Justice Security Policy enforced by Washington State Patrol and NCIC. Proof of security compliance may be requested by MACC.

For purposes of this MOU, each Agency shall assign a contact person, preferably their Spillman System's Administrator, as an INSIGHT representative.

**Agency INSIGHT Representative: Multi Agency Communications Center**

Name: Jackie Jones, MACC Director  
Phone Number: 509-793-1771  
Email Address: [jjones@macc911.org](mailto:jjones@macc911.org)

**Agency INSIGHT Representative:**

Name: Phil Schenck, Othello Police Chief  
Phone Number: 509-488-3314  
Email Address: [pschenck@othellowa.gov](mailto:pschenck@othellowa.gov)

Each Agency shall ensure that their Spillman Users have been adequately trained in Spillman Data Entry.

**TERM:**

The term of this agreement shall begin 5-12-15 and shall automatically renew thereafter on a year to year basis as to each Agency unless such Agency notifies the other member agencies of its intent to not renew. Notice of non-renewal must be given in writing no later than thirty (30) days prior to the renewal date. Additionally, each Agency reserves the right to withdraw from this agreement at any time by giving thirty (30) days written notice to the other member Agencies. Withdrawal, termination or non-renewal within the term

of this contract does not relieve an Agency of its obligation to pay its pro-rata share of any incurred charges, nor does it release an Agency from responsibility in regard to confidentiality or indemnification.

No penalties shall apply providing an Agency withdraws from this MOU in accordance with the aforementioned provisions.

**GOVERNANCE:**

The Agencies agree that MACC may suspend, without notice, the privileges of any Agency to obtain information through INSIGHT if MACC has reasonable cause to believe that Agency has violated any provision of this understanding, including but not limited to; the confidentiality protections, security requirements, inappropriate data entry, and payments of fees. In such event, or in the event of an alleged breach of the terms of this understanding for which MACC has elected to not impose an emergency suspension, MACC will provide a written notice of the circumstances to all Agencies. A meeting will then be scheduled within a reasonable amount of time (and in no event, more than thirty days after the notice) to afford the accused Agency the opportunity to explain or rebut the allegations of breach. The decision on whether the accused Agency will be allowed to continue as a member or be terminated will be decided by majority vote of the Agencies represented at such meeting.

Disagreements among the Agencies arising under or relating to this MOU shall be resolved only via consultation by and between the affected Agencies and will not be referred to any court, or to any other person or entity for settlement, except an agency may enforce its rights under the "LIABILITY" section herein by filing suit in any court having jurisdiction over any one of the agencies involved in the dispute.

**AMENDMENT:**

This MOU shall be amended only by written mutual consent of all Agencies. Amendments to this MOU may be initiated by any of the Agencies and shall become final after execution by all Agencies.

**ADDITIONAL AGENCIES:**

Additional Agencies may be allowed to participate in this MOU by majority vote of existing Agencies and MACC consent. Any such Agency approved to join in this MOU must first negotiate on their own with Spillman to purchase INSIGHT and/or any other hardware/software or licenses needed for that Agency to participate, and agree in writing to all portions of this MOU. The same procedures apply to the readmission of any Agency that withdraws, fails to renew or is terminated. As a result of an addition, readmission, withdrawal or termination, all fees will be recalculated among the remaining Agencies.

**INWITNESS WHEREOF;** the Agencies have executed this MOU by the signatures of the duly authorized representative of each participating Agency:

Multi Agency Communications Center

Agency Name

Jackie A. Jones  
Jackie A. Jones, Director

Thomas R. Spillman

051415

5-12-15.

Date

Date

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## EXHIBIT A

### MOU MEMBER AGENCIES

- A. Multi Agency Communications Center (Grant County):
  - 1. Ephrata Police Department
  - 2. Grand Coulee Police Department
  - 3. Grant County Sheriff's Office
  - 4. Mattawa Police Department
  - 5. Moses Lake Police Department
  - 6. Quincy Police Department
  - 7. Royal City Police Department
  - 8. Soap Lake Police Department
  - 9. Warden Police Department
  
- B. Chelan County:
  - 1. RiverCom 911
  - 2. Chelan County Sheriff's Office
  - 3. Wenatchee Police Department
  - 4. WA State Department of Corrections (assigned through WPD)
  
- C. Douglas County:
  - 1. RiverCom 911
  - 2. Douglas County Sheriff's Office
  - 3. East Wenatchee Police Department
  
- D. Okanogan County:
  - 1. Brewster Police Department
  - 2. Coulee Dam Police Department
  - 3. Okanogan County Sheriff's Office
  - 4. Omak Police Department
  - 5. Oroville Police Department
  - 6. Tonasket Police Department
  - 7. Twisp Police Department
  - 8. Winthrop Police Department
  
- E. Yakima County Sheriff's Office:
  - 1. Grandview Police Department
  - 2. Granger Police Department
  - 3. Mabton Police Department
  - 4. Moxee Police Department
  - 5. Sunnyside Police Department
  - 6. Tieton Police Department
  - 7. Toppenish Police Department
  - 8. Wapato Police Department
  - 9. Zillah Police Department

F. Adams County:

1. Othello Police Department