INTERLOCAL AGREEMENT TO PROVIDE SHARED
9-1-1 EQUIPMENT AND SERVICES

THIS AGREEMENT made and entered into by and among Thurston 9-1-1 Communications, a nonprofit corporation organized on behalf of and as an instrumentality of its governmental members for emergency communications services in Thurston County, hereinafter referred to as “TCOMM”, and Clark Regional Emergency Services Agency, an interlocal government agency, under the laws of the State of Washington, hereinafter referred to as “CRESA”, jointly sometimes referred to as the Parties.

WITNESSETH:

WHEREAS, the Parties desire to collectively improve the provision of Enhanced 9-1-1 (E9-1-1) service to citizens and produce short and long term cost savings by consolidating E9-1-1 emergency communications equipment and sharing resources to serve the mutual interests of multiple Public Safety Answering Points (PSAPs) and citizens; and

WHEREAS, the Parties find that technology exists to enable geographically diverse E9-1-1 processing systems to serve geographically separated PSAPs; and

WHEREAS, the Parties find that through the establishment of two or more geographically diverse Public Safety Answering Point (PSAP) hosts may house primary E9-1-1 equipment centrally and other PSAPs may receive calls as remote users via optimized selective routing through the ESInet (statewide service) reducing overall equipment requirements and increasing the efficiency and economy of providing E9-1-1 to citizens serviced by each party to this agreement; and

WHEREAS, an improved maintenance program for the E9-1-1 equipment at “host” and “remote” locations may be realized through maintenance agreements and a 2 hour response time from the vendor; and

WHEREAS, the hosting of E9-1-1 equipment capable of serving multiple areas in geographically diverse locations creates benefits to the Parties in the areas of continuation of E9-1-1 service, resiliency, survivability and disaster recovery; and

WHEREAS, the Parties share a mutual interest and investment in specific E9-1-1 equipment and services provided by microDATA GIS Inc.

NOW, THEREFORE, for and in consideration of the above recitals which are incorporated herein by reference as well as the mutual promises set forth hereinafter, the Parties agree as follows:

SECTION NO. 1: PURPOSE

This agreement acknowledges the Parties’ mutual interest in modernizing the Washington statewide E9-1-1 system.
The purpose of this Agreement is to establish the terms and conditions under which two or more Public Safety Answering Points (PSAPs) will serve as geographically diverse hosts to E9-1-1 telephone switch equipment allowing the concentration of common E9-1-1 call routing and processing at two or more redundant locations. The equipment “Hubs” provide these functions to both the host PSAPs and to remote PSAPs, which require only ESInet connection and gateway equipment, thereby reducing the amount of on-site equipment, software and services required by the remote PSAPs. The resulting Host and Remote configuration reduces equipment duplication, maintenance and services costs, promotes survivability of E9-1-1 services, increases resiliency, survivability, efficiency and disaster recovery capability.

SECTION NO. 2: DEFINITIONS

a) “Member or Party” is a County, Interlocal Agency or PSAP that participates in the Consortium formed by this Agreement.

b) “System” refers to the equipment, software and services comprising the E9-1-1 system between the point at which a 9-1-1 call enters the 9-1-1 network and the point at which the call and related data enters the PSAP’s end user equipment. Typical components of the System include network infrastructure devices such as routers, switches, fiber optic and other network cabling, SIP services, gateways, interfaces, servers, and enterprise wide information management systems. If the loss or corruption of a device or service would adversely affect the delivery of E9-1-1 service to more than one PSAP, that device or service shall be considered part of the System.

c) “Local” refers to the equipment and services comprising the E9-1-1 system that are an individual PSAPs responsibility and the loss or corruption of which would not affect delivery of E9-1-1 service to all or part of the member PSAPs. Typical components of the Local equipment include individual workstations, PSAP local area networks, mapping servers, interfaces and CAD interfaces.

d) “Remote Interface Equipment” is the equipment, software and services required to allow a Remote agency to connect to and use the System. Remote Interface equipment is explicitly defined as System equipment even though the loss of such equipment would not result in the loss of 9-1-1 service to more than one PSAP.

e) “Malware” is any software or hardware created or deployed with the intent or result of causing loss or corruption of data; delay or denial of service; unauthorized collection, receipt or transmittal of data; or any other undesirable impact on a system. Detection, prevention and removal of malware is explicitly defined as a System component regardless of whether the point of attack would otherwise be described as “System” or “Local.”

f) “Hub” is the equipment, software and services that comprise one portion of an interconnected system. Hub equipment is deployed at a “Host” location and is connected to other Hub(s) via the ESInet when NENA i-3 configured. Hubs may be operated in a hot standby, warm standby, cold standby, load balancing, or load sharing configuration.
The Consortium’s initial configuration of Hubs will be in a hot standby mode with each hub being capable of seamlessly handling all of the traffic that will appear on the System should all or a portion of one of the Hubs fail.

g) “Host” is the location(s) and agencies housing Hub equipment, software and services comprising part of the System. Agencies and locations must make specific commitments and meet certain requirements in order to become a Host, described in “Host Responsibilities.” “Host Member” refers to a Member that houses and supports Hub equipment, software, and services that comprise one portion of the “System.” The Host Member designation refers only to the method of connection a Member uses to interact with the System; it is not a class of membership. All Members have equal rights and authority under this Agreement, however a Member’s responsibilities differs based on how the Member interacts with the System. A member may become a host member provided:

1) the technology allows for multiple Hubs,
2) the addition of another Hub is determined to be in the best interest of the System by the Executive Committee; and
3) the Member agrees to provide:

i. Sufficient space for the required equipment;
ii. Sufficient power, emergency power, surge suppression, protection, seismic bracing, ventilation, and other environmental factors as determined by the Executive Board and based on manufacturer’s recommendations and industry standards and recommendation of the Technical Advisory Committee;
iii. Expertise, policies, and actions required to accept sole responsibility for managing firewalls and other security measures required to meet Federal/State security requirements, and to accept sole responsibility for said security, in relation to System equipment, software and services;
iv. Qualified tier one response support for the System 24x7;
v. Initial and ongoing system upgrade and refresher training for all tier one support personnel, at the Member’s cost;
vi. Appropriate connectivity to the Washington State ESINet represented by the Member;
vii. Appropriate connectivity to each other Host comprising the System; and
viii. Appropriate access to the System for each PSAP represented by the Member.
ix. Authorized signature to this Agreement;
x. The implementation of costs, fees, dues and other authorized expenditures described in the Financial Policy
xi.

h) “Remote” is any location and agency connecting to the System but not hosting any Hub equipment. “Remote Member” refers to a Member who connects to the System via Remote Interface Equipment. The Remote Member designation refers only to the method of connection a Member uses to interact with the System; it is not a class of membership.
All Members have equal rights and authority under this Agreement, however a Member’s responsibilities differs based on how the Member interacts with the System. A member may become a remote by agreeing to provide:

1. Sufficient and appropriate space, power and emergency power, and other technical requirements as recommended by the Technical Advisory Committee to support the Remote Interface Equipment;
2. Authorized signature to this Agreement;
3. The implementation of costs, fees, dues and other authorized expenditures described in the Financial Policy
4. Expertise, policies, and actions required to accept sole responsibility for managing firewalls and other security measures required to meet Federal/State security requirements, and to accept sole responsibility for said security, in relation to Local equipment, software and services;
5. Appropriate connectivity to the Washington State ESINet; and
6. Appropriate access to the System for all PSAPs represented by the Member.

i) “Tier One” and “First Tier” are interchangeable terms for the reception of an initial report of trouble and the actions taken prior to the escalation of the reported issue to the Vendor(s). A “Qualified Tier One Responder” is a person who has successfully completed the vendor defined certification/training and has Host agency support for these activities.

j) “microDATA,” “microDATA Equipment,” and “microDATA GIS Inc.” refer to hardware, software and services provided by microDATA GIS Incorporated and its successor companies.

k) “CenturyLink” refers to CenturyLink, Inc., also doing business as (dba) QWEST Communications International, Inc. subsidiaries, divisions, and partners and their successor companies directly involved in delivering 9-1-1 service to Washington State PSAPs.

l) “Vendor” refers to microDATA.

SECTION NO. 3: DURATION AGREEMENT – TERMINATION

This Agreement shall commence as of the 8th day of January of 2014. (Effective date) remain in force until terminated as provided for hereinafter.

A. Termination by Individual Member:

Any Member may terminate his membership in this Agreement by providing all other Consortium Members with 180 day advance written notice prior to the end of any calendar year.
Members leaving the Consortium shall be current in all implementations costs, maintenance and reserve fund contributions and other financial responsibilities prior to leaving the Consortium. Members leaving the Consortium will not be reimbursed for funds already contributed.

Members leaving the Consortium surrender all claim and interest in Consortium assets, including but not limited to Consortium system equipment, software and services housed and/or operating in their PSAPs. Members leaving agree to allow reasonable access to Consortium-designated personnel to remove Consortium system equipment, software and services within that time as determined appropriate by the Consortium.

B. Termination of Consortium:

This Agreement may be terminated through adoption of a joint resolution to that effect by all signatories to this Agreement.

Should all Members decide to dissolve the Consortium, assets shall be assigned to each party by the percentage they contributed to the startup of the Consortium. In instances where physical assets cannot reasonably be assigned to more than one Member, a Member’s share in the asset may be transferred to any other Member for remuneration not exceeding the current fair market value, or any other value required by applicable law.

All obligations outstanding at the time of dissolution shall be paid by Members according to the fair share allocation described in the Financial Policy, prior to the assignment of assets. Funds accrued in the Equipment Replacement Reserve Fund may be used to satisfy said obligations.

Equipment Replacement Reserve funds remaining after satisfaction of Consortium obligations shall be divided among all Members according to the fair share allocation described in the Financial Policy; provided, no Member shall receive more money than they contributed plus actual interest or gain as has occurred and is allowable under applicable law. Any funds remaining following fair share allocation distribution shall be divided equally among all Host Members.

SECTION NO. 4: CREATION OF CONSORTIUM

No new or separate legal entity is created to administer the provisions of this Agreement.

A Joint Board to be known as The Washington State Consortium of microDATA owners (“Consortium”) is hereby created to acquire and administer Next Generation 9-1-1 (“NG9-1-1”) equipment, software and services from microDATA for the benefit of participating agencies (“Members”).

The Consortium is comprised of Members who operate E9-1-1 call processing equipment from microDATA and enter into this Agreement. The Consortium is an interlocal agency as described by RCW 39.34.030, governed by a joint board comprised of representatives of each Member.

Members agree that E9-1-1 equipment and service sharing is supported to:
a) produce improved system efficiencies that include a higher level of redundancy;

b) implement faster E9-1-1 processing speed;

c) accomplish the legislative mandate for modernizing the E9-1-1 system based on the increased E9-1-1 excise tax authorized in 2011;

d) minimize the duplication of equipment in Consortium PSAPs that includes full E9-1-1 telephone switch and call processing equipment and management information systems;

e) implement a host and remote PSAP configuration using telephone equipment capable of enabling NG9-1-1 multimedia data; and

f) produce short and/or long term E9-1-1 system cost savings for the Consortium members

SECTION NO. 5: ESTABLISHMENT OF EXECUTIVE COMMITTEE

An Executive Committee is hereby established to oversee and provide guidance of the Consortium to include overall system management. The Executive Committee shall consist of the Director or 9-1-1 Coordinator, or designee from each Consortium Member (chosen by that Member).

The Consortium agrees to provide the State 9-1-1 Office the opportunity to appoint a representative to serve as a non-voting member on the Consortium’s Executive Committee for the duration of this Agreement.

Members of the Executive Committee shall not have terms of office; however each member shall serve at the pleasure of the appointing member. Each member shall designate an alternate member to the Executive Committee. For purposes of this Agreement and unless the context clearly indicates otherwise, a “member” of the Executive Committee shall include both the member and the alternate member of the Executive Committee; provided, that (a) the presence of a member's alternate shall be counted toward a quorum only if such member is not present and (b) the vote of a member's alternate shall be counted only if such member is not present for such vote. A member and/or member alternate shall be considered present if he or she is attending in person or via electronic means such as teleconference.

A quorum of the Executive Committee shall be a simple majority (more than half) of Executive Committee Members. Meetings shall be governed by Roberts Rules of Order Newly Revised, 11th Edition. All matters put to a vote before the Executive Committee shall be carried by a simple majority, or more than half of those Executive Committee Members present, either in person or by electronic means and who cast a vote.

The Executive Committee may specify the time and place for holding regular Executive Committee meetings. Meetings shall be held at least quarterly. Participation may be in person or via conference call. A web based conferencing session will be established for each meeting to
assist members who are unable to travel to the meeting location. Meeting locations will be alternated between member locations to provide an equal opportunity for in person attendance by all members.

SECTION NO. 6: ESTABLISHMENT OF POLICIES BY EXECUTIVE COMMITTEE

Parties agree that the Executive Committee of the Consortium is solely responsible for establishing policies related to financing, operation, replacement and upgrades of the System.

The Executive Committee of the Consortium agrees not to establish policies that:

a) Contradict any of the “Consortium Responsibilities” listed in the Agreement;

b) Violate any law, rule or regulation governing 9-1-1 or Records Management Systems; or

c) Violate sound business practices or applicable audit requirements;

Hosts agree not to create any new operational policies that would:

a) Restrict the ability of the Executive Board of the Consortium to control the operation of the microDATA E9-1-1 Host Remotes System or control its property (hardware or software);

b) Restrict reasonable access by authorized support personnel from microDATA;

c) Prevent or hinder reasonable access to performance, financial, or other data to the Executive Board needed to properly administer the Consortium’s concerns;

d) Violate any law, rule or regulation governing 9-1-1 or Records Management System; or

e) Violate sound business practices or applicable audit requirements.

Remote members agree not to create any new operational policies that would:

a) Restrict the ability of the Executive Committee to control the operation, maintenance, or disposition of Consortium equipment or services identified as “System;”

b) Restrict reasonable access by authorized support personnel from microDATA;

c) Prevent or hinder reasonable access to performance, financial, or other data to the Executive Board needed to properly administer the Consortium’s concerns;

d) Violate any law, rule or regulation governing 9-1-1 or Records Management System; or

e) Violate sound business practices or applicable audit requirements.
SECTION NO. 7: ESTABLISHMENT OF TECHNICAL ADVISORY COMMITTEE

Technical Advisory Committee (TAC) is hereby established to advise the Executive Committee on technical matters of the Consortium. The TAC is an advisory body only and as such may make recommendations relevant to the System. The TAC has no authority to make policy, execute financial transactions, or otherwise carry out the business of the Consortium.

The Director or 9-1-1 Coordinator (or designee) from each Member agrees to identify a representative to serve on the TAC for the duration of this Agreement. Members shall not have terms of office, but each member shall serve at the pleasure of the Member.

A quorum of the TAC shall be a simple majority (more than one half of the members of TAC members. Meetings shall be governed by Roberts Rules of Order Newly Revised, 11th Edition. All matters put to a vote before the TAC shall be carried by a simple majority, that is, more than half of those TAC members present either in person or by electronic means who cast a vote.

The TAC may specify the time and place for holding TAC meetings which shall be held as needed. Participation may be in person or via conference call. A web based conferencing session will be established for each meeting to assist members who are unable to travel to the meeting location. Meeting locations will be alternated between Eastern and Western Washington to provide an equal opportunity for in person attendance by all members.

SECTION NO. 8: CONSORTIUM RESPONSIBILITIES

Parties agree the Consortium shall provide Host and Remote capabilities to all Members. The Consortium is responsible for:

a) Creating and maintaining a modernized E9-1-1 system among microDATA customers within the State of Washington;

b) Creating and maintaining a Master Agreement with microDATA for provision of NG9-1-1 equipment and services for the benefit of Members;

c) Joint purchasing or acquisition of System goods and/or services by each party acting as agent for either or all Parties when agreed to in advance, in writing. In this regard, each Member shall adopt appropriate resolution(s) authorizing the Consortium to acquire good and/or services on its behalf;

d) Negotiating with microDATA on behalf of Members for E9-1-1 and NG9-1-1 equipment and services. In this regard, each Member shall adopt appropriate resolution(s) authorizing the Consortium to acquire goods and/or services on its behalf;

e) Cooperative Maintenance of System E9-1-1 equipment, software and services through Host-provided first tier response and vendor-provided maintenance services, as provided for in WAC 118-66-050;
f) Creation of implementation, network and maintenance Memorandum of Understanding with the Washington State E9-1-1 Program Office;

g) Establishment and maintenance of financial policies, including collecting and expending funds at the direction of the Executive Committee for the maintenance and improvement of the System; and

h) Providing an enterprise wide, centralized management information system and making the data collected available for use of Members via the open internet using a secure VPN connection.

The Consortium shall not:

a) Answer, respond to or otherwise process requests for assistance made via the E9-1-1 system;

b) Provide mapping services;

c) Provide language translation, caller look up, or any other equipment or service required to properly process a request for assistance made by users of the E9-1-1 system;

d) Provide records management services;

e) Provide dispatch services;

f) Provide voice or data logging equipment or services;

g) Provide management information services reports, analyses or other data products to Members except as noted above;

h) Provide operational direction, guidance or consulting except as is reflected in policies adopted by the Consortium for the proper and effective use of the Consortium provided equipment and services;

i) Determine the availability, presentation, use, storage, or disposition of “Next Generation” 9-1-1 media or data on behalf of the Member, excepting those decisions necessary to further the availability of such data to the System; or

j) Have any authority regarding 9-1-1 Coordination, provision, funding or governance within the Member jurisdictions.

SECTION NO. 9: FUNDING

The Consortium shall be funded by system implementation costs and reserve fund contributions as adopted and approved by the Executive Committee.
Financial requirements are documented in the Consortium Financial Policy ("Financial Policy") attached hereto as Exhibit No. 1 and incorporated by reference.

TCOMM shall administer the reserve fund in a separate interest bearing account. TCOMM shall receive its actual costs for administering the reserve fund not to exceed one percent (1%) of the annual contribution of the members.

SECTION NO. 10: NEW MEMBERS

The Consortium encourages Counties, Interlocal Agencies and PSAPs to become Members and participate in the benefits created by this Agreement.

New Members will be either Host or Remote Members. The designations "Host" and "Remote" refer only to the method of connection and interaction with the System, they do not designate classes of membership. All Members have equal rights and authority under this Agreement; however a Member's responsibilities differ based on how the Member interacts with the System.

All new Members must be approved by vote of the Executive Committee.

Implementation, operating, replacement and upgrade costs for System equipment shall be allocated to each new Member according to the Financial Policy.

Each new Member agrees to contribute their fair share of the cost of System implementation, maintenance, and operation.

A new Member may host Hub equipment with Executive Committee approval.

A new Member may become a Remote Member with Executive Committee approval.

SECTION NO. 11: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the Parties at the address set forth below for each Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

TCOMM:
Thurston 9-1-1 Communications
Attention: Executive Director
2703 Pacific Avenue SE, Suite A
Olympia, Washington 98501
CRESA:  
Clark Regional Emergency Services Agency  
Attention: Director  
710 W 13th Street  
Vancouver, WA 98660

SECTION NO. 12: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 13: ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other Parties.

SECTION NO. 14: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the Parties.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereeto, shall be instituted in either Thurston County Superior Court or Clark County Superior Court.

SECTION NO. 17: SEVERABILITY

The Parties agree that if any parts, term or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement.

If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may
be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 18: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 19: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

SECTION NO. 20: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

In the event of a natural or man-made disaster, Parties agree that the provisions of this Agreement may be temporarily suspended, as deemed necessary by any of the affected Members, to maintain the integrity and full operation of essential emergency services – e.g., the 9-1-1 telephone system services to all Consortium Members.

SECTION NO. 21: FILING

Each Party shall file this Agreement with their respective County Auditor or place this Agreement on its web site or other electronically retrievable public source.

SECTION NO. 22: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 23: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 24: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under laws.
SECTION NO. 25: HOLD-HARMLESS AND INDEMNIFICATION

Each Party to this Agreement shall be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and shall indemnify, defend and hold the other Parties harmless from any such liability. In the case of negligence of more than one Party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of negligence attributable to each of the other Parties.

SECTION NO. 26: INTERLOCAL COOPERATION DISCLOSURE

The Parties may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the Party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

SECTION NO. 27: INCONSISTENCY BETWEEN AGREEMENT AND EXHIBIT NO. 1

In the event of an inconsistency between the provisions of this Agreement, exclusive of Exhibit No. 1, and the provisions of Exhibit No. 1, the more specific shall control.

SECTION NO. 28: DISPUTE RESOLUTION

The Parties shall strive to resolve all disputes, to the extent possible, through negotiation in good faith. If negotiation is not successful, they may agree to enter into mediation. Mediation shall take place only if the Parties agree to it in advance in writing. If the Parties elect to pursue mediation, they should make specific provision in writing for the selection of a mediator, acceptable to both sides, along with the amount of compensation, if any, for the mediator, the time period allotted for completion of the mediation and any other reasonable terms that will enhance the efficient, inexpensive and prompt resolution of the issues. The Parties may also agree to arbitration. Arbitration shall take place only if the Parties agree to it in advance in writing. If the Parties elect to pursue arbitration, they should make specific provision in writing for the selection of one arbitrator (and not a panel), acceptable to both sides, along with the amount of compensation, if any, for the arbitrator, the time period allotted for completion of the arbitration and any other reasonable terms that will enhance the efficient, inexpensive and prompt resolution of the issues. The Parties agree to share equally the costs of the mediation or arbitration. The Parties agree that either may pursue any other approach to dispute resolution or any remedy at law as determined in their sole discretion.

SECTION NO. 29: INSURANCE

Because of the cooperative nature of this Agreement, each Member will provide property or physical resources to the consortium to the extent that it is able to do so. Any damage or destruction of the property (physical resource) of one of the Members will be covered by the insurance program of the Member that owns the property, notwithstanding that the damage may
have occurred while the property was under the control of or being operated by a representative of another Member. Each Member will cover its own property damage or loss.

Each Member will maintain Commercial General Liability insurance with limits no less than $5,000,000 each occurrence and $5,000,000 general aggregate.

SECTION NO. 30: RCW 39.34 REQUIRED CLAUSES

(A) PURPOSE: See Section No. 1.

(B) DURATION: See Section No. 3.

(C) ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal entity is created to administer the provisions of this Agreement.

(D) RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.

(E) AGREEMENT TO BE FILED: See Section No. 21.

(F) FINANCING: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process. See also Exhibit No. 1.

(G) TERMINATION: See Section No. 3.

(H) PROPERTY UPON TERMINATION: See Section 3.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 2/18/14

TCOMM911 Board of Directors

[Signature]

Ed Hildreth, Board of Directors Chair

Judy Wilson, Board of Directors Vice Chair

APPROVED AS TO FORM

DATED: 11-19-2013

Catherine Galvin, Deputy Prosecuting Attorney

DATED: [Signature]

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Anna Pendergrass, Director

APPROVED AS TO FORM

DATED: [Signature]

Lawrence Watters, Deputy Prosecuting Attorney
EXHIBIT “1”

Financial Policy

1. PURPOSE:

The purpose of this policy (the “Financial Policy”) is to set forth the mechanism to provide funding for the Consortium.

2. DEFINITIONS:

(Note: Some of the Definitions within Exhibit “1” are the same as in Section No. 2 of the Agreement. They are repeated herein for ease of reference.)

a. “Central Equipment” includes the components that if the loss or corruption of a device or service would adversely affect the delivery of E9-1-1 service to more than one PSAP, that device or service shall be considered part of the central equipment. NG9-1-1 equipment between the point at which a 9-1-1 call enters the E9-1-1 network and the point at which the call and related data enters the PSAP’s end user device (typically a computer workstation) shall include central equipment. Typical components include NG9-1-1 telephone switches, network infrastructure devices such as routers, switches, fiber optic and other network cabling, malware detection and prevention software and hardware, session initiated protocols (SIP), gateways, host and remote interfaces/equipment, servers and an enterprise wide information management system (MIS).

b. “Member or Party” is a County, Interlocal Agency or PSAP that participates in the Consortium formed by this Agreement. Parties are labeled for the purpose of establishing the timing of becoming a party to this Agreement, and to establish the method of payment of fair share costs of the common equipment and reserve fund contribution identified in this policy.

i. Phase 1 Members will include Thurston County (TCOMM) and Clark County (CRESA) as the geodiverse Host Counties.

ii. Phase 2 Members include any county migrating to the microDATA platform following the initial execution of this Agreement as remote PSAPs.

iii. Phase 3 Members include a member that would become an additional Host county that is migrating to the microDATA platform following the execution of this Agreement.

c. “Fair Share Calculation” is a term used to allocate implementation costs, reserve fund contributions, distributions and other financial transactions as set forth in the Agreement. The Fair Share Calculation is based on the use and/or benefit each Member receives from the System equipment. This is referred to as a Member’s “fair share.” The Member’s “fair share” is based on the number of operating positions served by the System at each of the Member’s PSAPs.
The number of operating positions is defined as the number of call taking positions at all of a single Member’s locations that are connected to the System, whether staffed or not.

The fair share percentage is the number of positions expressed as a percentage of the total seats served as determined by the following formula:

Member’s Operating Positions ("MOP") divided by Total Operating Positions ("TOP") equals fair share percentage.

Example:

<table>
<thead>
<tr>
<th>Member</th>
<th>Positions</th>
<th>Fair Share Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency A</td>
<td>21</td>
<td>44%</td>
</tr>
<tr>
<td>Agency B</td>
<td>21</td>
<td>44%</td>
</tr>
<tr>
<td>Agency C</td>
<td>6</td>
<td>12%</td>
</tr>
<tr>
<td>Total</td>
<td>48</td>
<td>100%</td>
</tr>
</tbody>
</table>

The initial Fair Share Calculation is determined by utilizing the total of Phase 1 and Phase 2 Member counties.

3. OPERATING FUND ESTABLISHED:

All money received by the Consortium for purposes of expenditures authorized by the Operating Fund Budget shall be deposited into the “Operating Fund of the Washington State Consortium of microDATA Owners Joint Board” (the “Operating Fund”).

The Operating Fund shall initially be maintained by TCOMM in the Thurston County Treasurer’s Office or a financial institution licensed to do business within the State of Washington separate and apart from any other fund. TCOMM shall cause money in the Operating Fund to be invested in legally permitted investments for counties. Money in the Operating Fund may be expended by the Executive Committee, without the further approval of any Member, for any item set forth in the then-current approved Operating Fund Budget but only to the extent of the appropriations approved for such budget.

TCCOMM shall administer the Operating Fund on behalf of the Consortium. TCOMM shall receive its actual costs for administering the Operating Fund not to exceed one percent (1%) of the annual contribution of the members.

4. OPERATING FUND BUDGET:

The Executive Committee shall annually prepare an Operating Fund Budget for the next ensuing fiscal year, which shall be on a January 1st to December 31st basis.
The Operating Fund Budget shall include various line items including among others (i) reserves, (ii) system equipment upgrade and replacement, (iii) emergency equipment replacement, and (iv) member assessments. The Operating Fund Budget shall comply with the Budget and Reporting System manual.

The Executive Committee shall submit the Operating Fund Budget to all Member’s prior to each Member’s adoption of its own annual operating budget. All Members must approve each annual Operating Fund Budget for the Operating Budget to become effective. Such approval will constitute a general obligation of each Member to appropriate to the Operating Fund the amount specified in the Operating Fund Budget as such Member’s annual contribution.

Member’s contributions shall be based on the Fair Share Calculation. The annual contribution will be determined on or before October 31st of each year to be effective January 1st of the following year. Members shall pay their entire annual contribution on or before January 31st of the budget year. Provided further, any member disputing its annual contribution shall pay such annual contribution pending resolve through the dispute resolution provisions set forth in Section No. 28.

There will not be reimbursement of past years contributions to the Operating Fund for any Member payments toward the Operating Fund Budget should they leave the Consortium. Funds contributed by the Member will remain in the reserves line item.

5. EMERGENCY MEMBER ASSESSMENTS:

With unanimous Executive Committee approval, the Consortium may impose assessments on its Members. The Consortium shall impose assessments only after pursuing all other means of funding and/or acquisition. Assessments may be imposed only to pay for the emergency replacement of critical Central Equipment and System components. Assessments may be made only for the total amount required to plan, acquire, install, configure and otherwise implement the Central Equipment and System components being replaced as part of an emergency.

When assessments are made, the total cost shall be divided among Members using the Fair Share Calculations described in this policy. Members shall pay their assessments within 60 days of notification from the Consortium.

6. PHASE 3 MEMBER CENTRAL EQUIPMENT AND INSTALLATION COSTS:

Phase 3 Members shall be solely responsible for the acquisition of all central equipment, installation and network costs to join the Consortium. These may be paid for by the Phase 3 Member through a State implementation contract, grant or other funding source.

Phase 3 Members will be assessed a fair share contribution to the Operating Fund at the time they join the Consortium.
7. MAINTENANCE COSTS:

Maintenance and managed care services shall be purchased in 5 year increments to assure stability of the Central Equipment. Maintenance and managed care services are included in the initial Central Equipment and services purchase and shall be included in any system equipment upgrade or replacement costs.

Members are responsible for maintenance and managed care services on their local equipment. No Consortium funds shall be expended for local position equipment (workstations, servers, or monitors).

8. WASHINGTON STATE ENHANCED 9-1-1 OFFICE:

The Washington State Military Department/ Emergency Management Division and State E9-1-1 Program Office has committed the State to funding statewide contracts and services, (i.e. intra system connectivity) and additionally fund the fair share of equipment upgrades and replacement for counties who are eligible for State Implementation/Operations funding contracts.

9. BANDWIDTH COSTS:

ESInet bandwidth and network connection costs (including Metro-E connections pending migration of the ESInet to NENA i-3 capabilities) are part of statewide services in the State of Washington Military Department/Emergency Management Division and State E9-1-1 Program Office.

10. SUMMARY TABLE OF CONTRIBUTIONS:

<table>
<thead>
<tr>
<th>Contribution Type</th>
<th>Paid By</th>
<th>When Paid</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Equipment and System Components</td>
<td>Military Department/State E9-1-1</td>
<td>At Proof of Concept System Creation for Phase 1</td>
<td>Fund Initial Central Equipment and Network Connection Upfront Costs</td>
</tr>
<tr>
<td></td>
<td>Program Office</td>
<td>and Phase 2 Counties</td>
<td></td>
</tr>
<tr>
<td>Operating Fund Contribution</td>
<td>All Members</td>
<td>Annually no later than January 31st</td>
<td>Central Equipment Replacement and Operating Costs</td>
</tr>
<tr>
<td>Emergency Member Assessments</td>
<td>All Members</td>
<td>Only for Emergency System Equipment Repair/Replace and only if no other funding method is available</td>
<td>Fair Share calculation by all Members</td>
</tr>
</tbody>
</table>
AMENDMENT #1
To The
INTERLOCAL AGREEMENT TO PROVIDE SHARED 9-1-1 EQUIPMENT AND SERVICES

Thurston 9-1-1 Communications, hereinafter “TCOMM,” and Clark Regional Emergency Services Agency, hereafter “CRESA,” mutually agree that their 2014 Interlocal Agreement to Provide Shared 9-1-1 Equipment and Services (“Agreement”) is amended as set forth below.

I. SECTION NO. 2: DEFINITIONS. Section 2. k), the definition for “CenturyLink” is deleted in its entirety from the Agreement.

II. SECTION NO. 3: DURATION AGREEMENT – TERMINATION, subsection A. Termination by Individual Member, is revised to read as follows:

A. Termination by Individual Member:

This Agreement has been created as part of a “prototype” NG9-1-1 Geodiverse Host/Remote Telephone system, and the WA Military/State E9-1-1 Program Office will provide financial assistance to TCOMM and CRESA as the initial host PSAPs. Therefore, to assure that state funds contributed to demonstrate this proof of concept are fully secured for 5 years, both TCOMM and CRESA, as the host PSAPs, waive any ability to terminate as individual members for the period of 5 years from the system commissioning.

Any Member (except as stated above) may terminate his membership in this Agreement by providing all other Consortium Members with 180 day advance written notice prior to the end of any calendar year. Note: terminating members may be subject to State E9-1-1 contract provisions/obligations not addressed within this Agreement.

Members leaving the Consortium shall be current in all implementations costs, maintenance and reserve fund contributions and other financial responsibilities prior to leaving the Consortium. Members leaving the Consortium will not be reimbursed for funds already contributed.

Members leaving the Consortium surrender all claim and interest in Consortium assets, including but not limited to Consortium system equipment, software and services housed and/or operating in their PSAPs. Members leaving agree to allow reasonable access to Consortium-designated personnel to remove Consortium system equipment, software and services within that time as determined appropriate by the Consortium.

III. Exhibit “I” Financial Policy, subsection 10. SUMMARY TABLE OF CONTRIBUTIONS, is revised to read as follows:

```plaintext
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```
10. SUMMARY TABLE OF CONTRIBUTIONS:

<table>
<thead>
<tr>
<th>Contribution Type</th>
<th>Paid By</th>
<th>When Paid</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Equipment and System Components Costs</td>
<td>Military Department/State E9-1-1 Program Office</td>
<td>As items or services that are eligible for reimbursement from the state account are acquired, received and invoiced.</td>
<td>To be reimbursed 30 days after receipt of goods or services and invoice is received by the State E911 Office</td>
</tr>
<tr>
<td>Operating Fund Contribution</td>
<td>All Members</td>
<td>Annually no later than January 31st</td>
<td>Central Equipment Replacement and Operating Costs</td>
</tr>
<tr>
<td>Emergency Member Assessments</td>
<td>All Members</td>
<td>Only for Emergency System Equipment Repair/Replace and only if no other funding method is available</td>
<td>Fair Share calculation by all Members</td>
</tr>
</tbody>
</table>

IV. This Amendment #1 shall take effect on the last date signed by the parties.

V. Except as expressly provided by this Amendment #1, all other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed in duplicate originals on date and year opposite their respective signatures.

DATED: 02-06-2014  TCOMM911 Board of Directors

[Signature]

Ed Hildreth, Board of Directors Chair

DATED: 1-29-14  APPROVED AS TO FORM

[Signature]

Judy Wilson, Board of Directors Vice-Chair

DATED:  [Blank]  CLARK REGIONAL EMERGENCY SERVICES AGENCY

[Signature]

Anna Pendergrass, Director

DATED: [Blank]  APPROVED AS TO FORM

[Signature]

Lawrence Watters, Deputy Prosecuting Attorney