

YAKCORPS
InterLocal Agreement

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
Article 1	Consortium Purpose	1
Article 2	Creation	2
Article 3	Definitions	2
Article 4	General Membership	3
Article 5	General Membership Board	4
Article 6	Executive Board	5
Article 7	Legal and Other Professional Assistance	9
Article 8	Operations Board	9
Article 9	Operating Committees	11
Article 10	Consortium Resources and Expenditures	13
Article 11	Fiscal Agency	14
Article 12	Annual Budget	15
Article 13	Insurance	17
Article 14	Consortium's Authority	17
Article 15	Integrated Public Safety Systems Project	17
Article 16	Technology Services Provider	18
Article 17	Member Responsibilities	19

Article 18	Duration of Agreement	20
Article 19	Dispute Resolution	21
Article 20	Member Withdrawal from Consortium	21
Article 21	Default	22
Article 22	Dissolution of Consortium	22
Article 23	Indemnification	24
Article 24	Non-Discrimination	24
Article 25	Americans with Disabilities Act	24
Article 26	No Conflict of Interest	24
Article 27	Severability	25
Article 28	Execution	25
Article 29	Hold Harmless	25
Article 30	Amendments	25
Article 31	Entire Agreement	26
Article 32	Signatures	26
Article 33	Filing of Agreement	26

Addendum:

- A** Public Safety Systems Project - Implementation Costs and Funding
- B** Consortium Annual Assessments – Allocation of On-going Costs
- C** Contingent Purchase Agreement with Spillman Technologies, Inc., and Attachments

INTER-LOCAL AGREEMENT

YAKIMA CONSORTIUM for REGIONAL PUBLIC SAFETY

WHEREAS this Agreement is made and first entered into by and among the undersigned governmental jurisdictions; and

WHEREAS the members and the residents of Yakima County would benefit both in terms of efficiency and economy from a consortium for Public Safety services for Yakima County and the participating cities, and fire protection districts within Yakima County; and

WHEREAS the undersigned governmental jurisdictions have a goal of establishing and maintaining a Consortium, to be hereafter known as the "Yakima Consortium for Regional Public Safety (YAKCORPS)"; and

WHEREAS this Agreement and the activities described herein below are authorized by the provisions and terms of the "InterLocal Cooperation Act" pursuant to RCW 39.34 et seq.; and

WHEREAS the establishment of the YAKCORPS will provide improved public safety within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS the establishment and maintenance of YAKCORPS will provide substantial benefit to the citizens of the participating governmental jurisdictions and the public in general; and

WHEREAS the participating jurisdictions desire to expressly state the powers held by YAKCORPS pursuant to RCW 39.34.030(3)(b); and

WHEREAS the participating jurisdictions expressly state that YAKCORPS is authorized to acquire, hold and dispose of property pursuant to RCW 39.34.030(4)(b); and

WHEREAS YAKCORPS is funded by the methods described herein.

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

ARTICLE 1 – Consortium Purpose

A. The purpose of this Agreement is to establish the Yakima Consortium for Regional Public Safety (YAKCORPS) to provide public safety services for its' members, thereby benefiting them in terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members' ability to better protect and serve the citizens of Yakima County.

B. YAKCORPS shall serve as a liaison to develop and promote communication, understanding and cooperation among the YAKCORPS members and participants on matters common to the parties and/or affecting the public served by the participants in the Consortium

and help ensure the coordination and sharing of integrated public safety information among members and participants.

C. YAKCORPS may provide technical and professional services to aid the administration and operations of member jurisdiction's and participants' regional, integrated public safety systems in a manner that provides greater expertise, lower costs, improved services to its' members / participants and/or better communications between its' members / participants. Such services may include, but are not limited to, the acquisition, enhancement, replacement, operations, maintenance and performance of regionalized public safety technology systems.

D. Further, YAKCORPS may provide technical and professional assistance on public safety related subjects of mutual concern and interest to the members when requested to do so and approved by a majority of the Executive Board.

ARTICLE 2 – Creation

YAKCORPS is hereby created as a consolidated public safety services consortium, which is a public agency. The parties hereto each assign to such agency the responsibility for public safety services to achieve the purposes provided in Article 1. Such agency shall be and is hereby created as a separate legal entity as is authorized by RCW 39.34.030(3)b.

ARTICLE 3 – Definitions

A. As used in this Agreement, the following words and phrases shall have the following meanings:

1. "Consortium" and "YAKCORPS" shall mean the entity that consists of and represents the entire group of Members to this Agreement.
2. The "County" shall mean the administrative and governing body headed by the Board of County Commissioners, and "Yakima County" shall mean the geographic area over which the County Commissioners exercise jurisdiction.
3. "Lower Valley City/Town" shall mean any one of the following cities or towns: Grandview, Granger, Harrah, Mabton, Wapato, Sunnyside, Toppenish or Zillah.
4. "Lower Valley Fire District" shall mean any one of the following fire districts: Lower Valley - No.5 or Glade - No.7.
5. "Member(s)" and "Participating Member(s)" shall mean those governmental agencies / jurisdictions within Yakima County represented by the signatories to this Agreement and such other Yakima County governmental entities as may become signatories or otherwise become members in the future; but excluding any signatory agency who has since withdrawn from or whose membership has been terminated by the Consortium, per Articles 18 and 20 herein and who has not subsequently re-joined the Consortium, per Article 18 herein.
6. "Non-Member agency or Jurisdiction" shall mean any agency or jurisdiction that is eligible to join the Consortium as a member, per Article 4 herein, but is not a current member thereof.

7. "Participant" shall mean any/all Participating Agencies, as defined in #8 below, and Participating Members, as defined in #5 above.
8. "Participating Agency" shall mean an agency(s) who participates in the utilization of and/or payment for some or all portions of the public safety systems but who are not members of the Consortium.
9. "Public Safety" shall include any or all of the following activities: 911 call taking; dispatch of law enforcement, firefighting and/or ambulance services; law enforcement; fire fighting; prosecuting attorneys; incarceration (e.g.: jail and Department of Corrections); probation and the technology and other services that support these functions.
10. "Public Safety Systems" shall mean, the Software and/or Hardware required to support the County-wide Regional Public Safety Systems as identified in Article 12 herein and as may be included in the vendor contracts included as Addendums hereto, or as such may be modified from time to time.
11. "Services" shall mean the performance of duties/activities, and/or the operation and maintenance of software, hardware and other equipment utilized to enhance public safety for the participating members.
12. "Upper Valley City/Town" shall mean any one of the following cities or towns: Moxee, Naches, Selah, Tieton, Union Gap or Yakima.
13. "Upper Valley Fire District(s)" shall mean any one of the following fire districts: Cowiche/Tieton - No.1 ; Selah - No.2; Naches - No.3; East Valley - No.4; Glead - No.6; Naches Heights - No.9; Fruitvale - No.10; Broadway - No.11; West Valley - No.12 or Nile/Cliffdell - No.14.

ARTICLE 4 – General Membership

A. General membership in the Consortium shall be composed of all member agencies. Representatives from all members are welcome to attend any meeting of the General Membership, the Executive Board, the Operations Board, the Operating Committees and any/all other meetings of the Consortium that may occur.

B. Eligible Entities: All local, public safety related governmental agencies / jurisdictions whose governing body is located within the geographic boundaries of Yakima County are eligible to become a Member of the Consortium, subject to proper authorization by that governing body, as evidenced by reference to the motion and vote in the minutes of said agency / jurisdiction and by the signature of the highest ranking official of said agency/jurisdiction on this InterLocal Agreement or the then current InterLocal Agreement. Additionally, all requests for membership after the effective date of this InterLocal Agreement will be subject to the eligibility requirements noted above and as included in Article 18 herein, and to all additional criteria, if any, as may be required by the Executive Board. Such additional criteria, if any, will be at the sole discretion of the Executive Board and addressed on a case by case basis.

C. Modifications and/or amendments to the text of the Interlocal Agreement shall required a 2/3 majority vote of the Governing Bodies of the Members (i.e.: of the General Membership);

however, the Executive Board has authority to authorize and approve modifications / amendments to the Addendums to this Interlocal Agreement.

ARTICLE 5 – General Membership Board

A. The affairs of YAKCORPS shall be governed by a General Membership Board composed of one representative from each participating member. Such representative shall be the highest-ranking elected member of the jurisdiction or his/her designee, who shall be an elected official. Each Board member shall have an equal vote and voice in all Board decisions.

B. The Functions of the General Membership Board shall include:

1. Establish rules and policies for the General Membership Board's operation and regulation of its affairs.
2. Monitor the performance of the Executive Board and take appropriate action when deemed necessary by the Board. Any member of the Board may request the full General Membership Board to review a decision of the Executive Board.
3. The general Membership Board, by a two-thirds (2/3) majority vote of its members present at a properly authorized and noticed meeting of the Board, may overturn any decision or action of the Executive Board.

C. The General Membership Board shall meet only as necessary, but at least annually and at the request of any member of the General or Executive Board.

1. All materials of regular and special meetings shall be prepared in packets and distributed to all Board Members at least ten (10) days in advance of the meeting date.
2. The minutes of each General Membership Board meeting shall be prepared and distributed to each Board Member not more than fifteen (15) days after the date of the meeting. A quorum shall consist of a majority of those present at a properly noticed, scheduled meeting.
3. No action is deemed taken by the Board unless the matter was subject to a proper motion, which was approved by a majority of the Board present at a properly noticed meeting and recorded as such in the approved minutes of the meeting.

D. Unless otherwise agreed to by a majority of the Board, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the General Membership Board.

All regular meetings shall include the following:

1. Approval of the minutes of the previous meeting
2. Reports from the Chairperson
3. Reports from the Executive Board
4. Reports from the Operations Board
5. Reports of any member, as requested
6. Old Business

7. New Business

E. Members will serve without compensation, but are entitled to reimbursement for necessary and reasonable expenses actually incurred in the performance of their duties as members of the Board. Board members shall not be reimbursed for normal and customary expenses incurred in the performance of their duties as Board members, such as mileage to and from Board meetings, cost of meals and the like. Reimbursable expenditures must have been pre-authorized by the General Membership Board or have been included in the currently authorized annual budget for reimbursement from the Consortium.

Members, officers and agents of the Board shall conduct themselves in a professional manner and in accordance with Chapter 42.23 of the Revised Code of Washington, Code of Ethics for Municipal Officers.

F. The General Membership Board shall maintain a written record of its proceedings that is available for public inspection. The Board shall record in the record the "aye" and "nay" vote count on all matters coming before the General Membership Board at any regular or special meeting. All documents, records and accounts maintained by the Board are subject to (1) the Public Records Act, RCW 42.56 et seq., relating to public inspection at all reasonable times and (2) the Washington State Preservation and Destruction of Public Records act, RCW 40.14 et seq...

ARTICLE 6 – Executive Board

A. The Executive Board shall have the full authority and power of the General Membership Board to make decisions regarding the affairs of YAKCORPS on a routine basis.

B. The Executive Board shall be chosen from the General Membership Board. The Executive Board shall be composed of the following seven (7) member representatives, so long as the agency / jurisdiction remains a member of the Consortium:

1. One County Commissioner from Yakima County
2. The Mayor of the City of Yakima
3. One Mayor from an Upper Valley City (excluding City of Yakima)
4. The Mayor of the largest populated Lower Valley City
5. One Mayor from a Lower Valley City (excluding the largest populated City)
6. One Commissioner from an upper valley Fire District
7. One Commissioner from a lower valley Fire District

All Board Members not specifically identified in "B", above, shall be selected by a majority vote of the entities to be represented by the chosen Board Member. Any Board Member may appoint a designee to act on their behalf. The designee shall be an elected official from the same jurisdiction(s) as the Board member he/she is representing.

C. The Functions of the Executive Board shall include:

1. Adopt administrative policies for YAKCORPS;
2. Approve YAKCORPS annual budget, subject to the provisions of Article 12 of this Agreement;
 - i. Review and authorize the total annual assessment amount(s) for inclusion in the proposed budget and allocated among the members;
3. Establish policies for expenditures of budgeted items for YAKCORPS;
4. Approve or disapprove unbudgeted expenditures upon receiving recommendations of the Operations Board;
5. Resolve disputes that may arise between the members of the Operations Board and any other issues not resolved by the Operations Board;
6. Evaluate and determine the priority of public safety services the Consortium shall offer to members, and determine the price and other terms and conditions for and effects of providing such services, and advise all members of such;
7. Authorize professional services to assist the Consortium in order to address financial, legal or other technical matters necessary to carry out the functions of the Consortium;
8. Hire employees and/or contractors as necessary.
9. Approve contracts between YAKCORPS and its members, vendors, or other parties for materials, services and other business needs of YAKCORPS, including approval of any modifications or amendments to the agreements contained in the Addendums to this Interlocal Agreement, but excluding amendments to the text of the Interlocal Agreement, which requires a 2/3 majority vote of the General Membership;
10. Approve agreements with federal, state or local governmental agencies;
11. Approve the acquisition of real or personal property, or any interest therein, whether by purchase, lease, receipt by gifts, grants, or any/all other legal conveyance;
12. Ensure the General Membership Board is apprised of all proposed changes to policies, significant operating practices and contracts for services, including proposed changes to existing software and hardware;
13. Provide recommendations to the governing bodies of participating members regarding YAKCORPS business issues that may come before such bodies;
14. Provide annually, a report to the General Membership Board on the status of YAKCORPS. Said report shall include, at a minimum, a detailed list of the current years' revenues, expenditures; list of all assets and outstanding debt or other liabilities as of December 31st of preceding year and of any significant changes therein from the preceding year to the date of the report; status of all projects/programs included in the current year's annual budget or carried over from a previous year's budget, and any/all projects in progress; and status of all awarded grants and of all grant applications/requests outstanding;
15. The Executive Board may also perform other duties and responsibilities as may be authorized by the General Membership Board from time to time.

D. A quorum, or majority vote, of the Executive Board shall consist of a majority of the voting members, or their designee, present at a properly noticed meeting;

E. A Chair and a Vice-Chair, and such other officers as the majority of the Board may authorize, shall be elected by a majority of the Executive Board; to serve as an officer of the Executive Board. The term of each office shall be one year;

1. The Board shall elect the Chair and Vice-Chair for the subsequent year no less than thirty (30) days prior to the end of the current officers' term of office.
2. The Chair elected by the Executive Board shall serve as the Chair of the General Membership Board during his/her term of office.

F. The duties of the Executive Board Chair shall be as follows:

1. Chair: The Chair shall oversee all administrative functions of the Board and shall preside at all meetings of the Board. The Chair, or in the event of the Chairperson's absence or disability, the Vice Chair, or in the event of the Vice-Chairperson's absence or disability, the Temporary Chair, may sign and execute, on behalf of the "Board", lease agreements, contracts and other instruments previously authorized by the Board, and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

The Chair shall maintain a book of minutes of all meetings of the members, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; see that all notices are duly given in accordance with the provisions of this Agreement or as may be amended from time to time, and as required by law; act as custodian of the records; exhibit at all reasonable times to any member, upon written request, the minutes of the proceedings of the members of the Board; attest to the official signatures of the other officers of the Board. All such records and minutes shall be retained for as long as is required by Washington State records retention requirements.

Signature of the Chair will not be sufficient to bind the Board unless said signature is first authorized by and on behalf of said Board at a meeting held pursuant to lawful notice with a quorum present.

At least ten (10) days prior to the end of their term of office, the Chair shall submit written notice to the Consortium's Fiscal Agent of the names and effective dates of the subsequent year's Chair and Vice-Chair, and any other officials who may hold elected office on the Executive Board. The Fiscal Agent is not authorized to act upon the authorization of the newly elected officials without such written notice nor prior to the effective date of their term of office. Additionally, the Fiscal Agent is not authorized to act upon the signature of the current year's elected officials after the end of their term.

2. Vice-Chair: At the request of the Chair or in the event of the Chair's absence or disability, the Vice-Chair shall perform all duties of the Chair, and when so acting shall have all the powers of, and be subject to all restraints upon the Chair. In

addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board or Chair.

3. Temporary Chair: A Temporary Chairperson may be appointed by the Board, by a majority vote of the members present at a properly authorized and noticed meeting of the Board, if both the Chair and the Vice-Chair are absent or otherwise unable to perform their duties and responsibilities during their term of office.

G. The Executive Board shall meet regularly, but no less than quarterly. All materials of regular and special meetings shall be prepared in packets and distributed to all Executive Board members at least five (5) days in advance of the meeting date. Minutes shall be prepared of each meeting and shall be approved at the next Board meeting. All such meeting notes shall be distributed to any/all YAKCORP Member(s), upon such member's request or as soon as available, whether approved by the Board or not. All meeting minutes shall be marked "Draft" until approved by the Board;

H. The Chair, his/her designee, or a majority of the Board, may call for an executive session of the Board for discussion of matters protected under RCW 42.30.110, executive sessions. Such sessions shall comply with the criteria as set forth in the statute;

I. The Chair shall establish an agenda for each meeting, which shall be distributed with the packet of meeting materials, and shall oversee the preparation and distribution of meeting materials and meeting notes;

J. No action will be deemed to have been taken by the Board unless the matter had been subject to a proper motion, which was approved by a majority of the Board present at a properly noticed meeting and recorded as such in the approved minutes of the meeting.

K. Unless otherwise agreed to by a majority of the Board, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Executive Board.

L. All regular meetings shall include the following:

1. Approval of the minutes of the previous meeting
2. Reports from the Chair
3. Reports from the Executive Board
4. Reports from the Operations Board
5. Reports of any member
6. Old Business
7. New Business

M. Members will serve without compensation, but are entitled to reimbursement for necessary and reasonable expenses incurred on behalf of the Board if such expenses were pre-authorized and approved for reimbursement by the Board. Board members shall not be reimbursed for normal and customary expenses incurred in the performance of their duties as members of the Board, such as mileage to and from Board meetings, cost of meals and the like.

Members, officers and agents of the Board shall conduct themselves in a professional manner and in accordance with Chapter 42.23 of the Revised Code of Washington, Code of Ethics for Municipal Officers.

N. The Executive Board shall maintain a written record of its proceedings that is available for public inspection. The Executive Board shall record in the record the "aye" and "nay" vote count on all matters coming before the Executive Board at any regular or special meeting. All documents, records and accounts maintained by the Board are subject to (1) the Public Records Act, RCW 42.56 et seq., relating to public inspection at all reasonable times and (2) the Washington State Preservation and Destruction of Public Records, RCW 40.14 et. seq.

ARTICLE 7 – Legal and Other Professional Assistance

The member agencies / jurisdictions may agree to furnish legal, financial or other professional assistance. The Executive Board may contract with a participating member(s) for professional services. If these services are not available within the necessary time and/or cost, the Executive Board may contract with a third party vendor for these services.

ARTICLE 8 – Operations Board

A. The Operations Board shall have the authority and responsibility to govern the day-to-day operations and activities of YAKCORPS, and to establish such operating practices and procedures as are necessary to responsibly, efficiently, effectively and with proper care carry out those operations and activities.

B. The Functions of the Operations Board shall be as follows:

1. Establish rules, policies, procedures, practices and/or guidelines for the operations of the Operations Board and any Operating Committees;
2. Develop operating practices, procedures, guidelines and codification standards, or customization requirements if needed, for the operation, maintenance of the public safety software systems;
3. Establish priorities and timelines for the development, enhancement and/ or replacement of YAKCORPS' public safety hardware and software computer systems and for the utilization and operation thereof;
 - a. Steering Committee: The Technology Directors for the County and for the City of Yakima and the Operations Board shall serve as the Steering Committee for computer software and hardware implementation projects; providing oversight and direction to the project manager and the project team.
4. Prepare YAKCORP's annual operating and capital budgets, with input and assistance from the Operating Committees, and forward such to the Executive Board for their review and approval;
5. Monitor expenditures throughout the year and ensure YAKCORPS operates within the authorized budget levels; forward all recommendations for unbudgeted expenditures and/or reallocation of budgeted funds to the Executive Board for approval;
6. Resolve disputes regarding YAKCORPS' business operations; or forward such to the Executive Board for resolution;

7. Any decision of the Operations Board may be over-turned by a majority vote of the Executive Board;
- C. The Operations Board shall be comprised of the following eleven (11) members:
1. Sheriff – Yakima County
 2. Police Chief – City of Yakima
 3. Police Chief – of an Upper Valley City/Town, excluding the City of Yakima
 4. Police Chief – of a Lower Valley City/Town
 5. Fire Chief – City of Yakima
 6. Fire Representative – of Yakima County Fire District #5
 7. Fire Representative – of an upper valley Fire District/Dept, excluding City of Yakima
 8. Fire Representative – of a lower valley Fire District/Dept
 9. Department of Corrections (DOC) – Yakima County Director
 10. Prosecuting Attorney Representative – from Yakima County or the City of Yakima
 11. 911 - Director
- D. Each Board member shall have an equal vote in all Board decisions. All Board Members not specifically identified in "C", above, shall be selected by a majority vote of the entities represented by each Board Member.
- E. Any Board member may designate a representative to attend meetings in that member's place. While so designated, the representative shall assume all rights and responsibilities of a full member. The designee must be from the same jurisdiction(s) as the Board member he/she is representing.
- F. The Board shall determine the time and place of its regular business meetings and shall meet as frequently as the Board deems necessary, but shall meet no less than once per calendar quarter.
- G. A quorum shall consist of those members present at a properly authorized and noticed business meeting.
- H. The Operations Board shall elect a Chair and a Vice-Chair from its members, by a majority vote of the Board. The Chair and Vice-Chair shall serve a one-year term. The Board shall elect the Chair and Vice-Chair for the subsequent year no less than thirty (30) days prior to the end of the current officers' regular term of office.
- I. The Chair, and in the absence of or at the request of the Chair, the Vice-Chair, shall have the following authority and responsibility:
1. To call special meetings of the Board, as appropriate;
 2. To preside at regular and special meetings of the Board;
 3. To appoint Operating Committees, as needed;

4. To meet with the Executive Board and attend their meetings and to keep that Board apprised of the actions of the Operations Board and significant issues facing, or likely to be facing, YAKCORPS and/or its members.

J. The Chair, or any two (2) Board members, may call a special meeting of the Board. All special meetings shall require a minimum of seven (7) business days, and a maximum of forty five (45) business days, advance notice to each Board member; such notice must be in writing and the meeting purpose must be included in such notice.

K. At least ten (10) days prior to the end of their term of office, the Chair, or in his/her absence the Vice-Chair, shall submit written notice to the Consortium's Fiscal Agent of the names and effective dates of the subsequent year's Chair and Vice-Chair of the Operations Board. The Fiscal Agent is not authorized to act upon the authorization of the newly elected officials without such written notice nor prior to the effective date of their term of office. Additionally, the Fiscal Agent is not authorized to act upon the signature of the current year's elected officials after the end of their term.

L. Unless otherwise agreed to by a majority of the Board, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Operations Board.

M. All regular meetings shall include the following:

1. Approval of the minutes of the previous meeting
2. Reports from the Chairperson
3. Reports from Operating Committees
4. Reports from other Committees or any member, as requested
5. Old Business
6. New Business

N. All materials for regular meetings and minutes from the prior meeting shall be prepared in packets and distributed to all Board members, and any/all members upon their request, at least five (5) business days prior to the date of the next meeting.

O. No action is deemed to have been taken by the Operations Board unless the matter was the subject of proper motion, which has been approved by a majority of those Board members present at a properly noticed meeting, and as provided in the minutes.

P. Members will serve without compensation, but are entitled to reimbursement for necessary and reasonable expenses incurred on behalf of the Board if such expenses were pre-authorized and approved for reimbursement by the Board. Board members shall not be reimbursed for normal and customary expenses incurred in the performance of their duties as members of the Board, such as mileage to and from Board meetings, cost of meals and the like.

Q. Members, officers and agents of the Board shall conduct themselves in a professional manner and in accordance with Chapter 42.23 of the Revised Code of Washington, Code of Ethics for Municipal Officers.

R. The Operations Board shall maintain a written record of its proceedings that is available for public inspection. The Board shall record in the record the "aye" and "nay" vote count on all

matters coming before the Operations Board at any regular or special meeting. All documents, records and accounts maintained by the Board are subject to (1) the Public Records Act, RCW 42.56 et seq., relating to public inspection at all reasonable times and (2) Washington State Preservation and Destruction of Public Records, RCW 40.14 et. seq..

ARTICLE 9 – Operating Committees

A. The Operations Board shall establish the following standing seven (7) Committees to conduct the day-to-day business of YAKCORPS:

1. Public Safety Dispatch / Mobile Data – Fire
2. Public Safety Dispatch / Mobile Data - Law
3. Public Safety Records – Fire
4. Public Safety Records - Law
5. Jails and Corrections
6. Prosecutors
7. Public Safety Technology

B. The Functions of the Operating Committees shall be as follows:

1. Responsible for establishment of operating practices, procedures, and utilization of the systems relative to the Committee's functional area of responsibility;
2. Establish Codification and other general operating standards by which the system(s) will be designed and operated;
3. Coordinate and work jointly as needed, with the other Operating Committees to ensure the best overall utilization of the system(s) while maintaining necessary security features, accesses and data confidentiality;
4. Evaluate and provide recommendations to the Operations Board regarding system changes, codification and/or customization proposals, as needed. Recommendations to the Operations Board should be made jointly with other Operating Committees, as applicable;
5. Provide user and technical updates and recommendations to the Operations Board regarding system utilization and status and recommendations for system enhancements, updates and/or replacements;
6. During significant computer software and/or hardware implementation / installation projects, Operating Committees may function as Subject matter Experts for the project or the Operations Board may establish special project teams to the project for its duration; once the software / hardware is implemented and operating in the production environment in a satisfactory manner, the Operating Committees will incorporate this new technology into their Committees, as appropriate.

C. The members of the Consortium's Public Safety Technology Committee shall include, at a minimum, the head of the Information Technology Departments for Yakima County and for the City of Yakima, or their designees, and other subject matter experts whom they, or the Operations Board, may assign at their discretion.

D. The Operations Board shall appoint members to all Operating Committees by majority vote of the Board. Committee members shall consist primarily of key operating and/or technical personnel from the associated functional area of member agencies (i.e.: 911/dispatch, mobile data, law records, fire, prosecutors and jail).

E. All Operating Committees shall report to the Operations Board; Committees are advisory only bodies to the Operations Board, unless specifically authorized by the Operations Board to act in their behalf. The Public Safety Technology Committee shall also act as an advisory body to the Executive Board.

F. Operating Committees shall meet as frequently as they deem necessary and shall provide an update of their status and activities to the Operations Board at least quarterly.

G. To assist in conducting YAKCORPS business, the Operations Board may create additional standing and/or Ad-hoc Committees, as may be deemed necessary from time to time, by a majority vote of the Board. Such additional Committees may be created for a specified period of time, for a specified purpose, or may serve indefinitely at the pleasure of the Operations Board.

H. Each Operating Committee shall elect a Chairman from their Committee membership, by majority vote of the Committee.

I. Any disagreements within and/or between the Operating Committees that are not satisfactorily resolved by the Committee members will be forwarded to the Operations Board for resolution. In the event that the Operations Board is unable to reach a satisfactory resolution, the matter will be forwarded to the Executive Board for review and final determination.

ARTICLE 10 – Consortium Resources and Expenditures

A. Funding sources for the operation of the Consortium shall include the following:

1. Revenue derived from the Annual Assessment to member agencies. Such assessment shall be calculated by applying the then current year's approved annual budget amount to the agreed upon cost allocation methodology, as described in Attachment "B", attached and incorporated hereto by reference, or as may be amended by the Executive Board from time to time;
2. Revenue derived from fees or charges to Members for additional services over and above those included in the Annual Assessment, as defined in Section A.1., above, whether contracted or otherwise, if any. Any such special service provided by the Consortium would be at the request of the individual member and must be pre-authorized by the Executive Board.
3. Revenue derived from fees or charges for services to non-Member public safety agencies, whether contracted or otherwise, if any;
4. Revenue derived from grants, donations or other gifts, if any;
5. Proceeds derived from loans or other borrowings, if any;
6. Other legally authorized revenues as may be approved by the Executive Board from time to time.

B. Expenditures of the Consortium shall be limited to the following:

1. Expenditures for purchase of, reimbursement for and/or payments for materials, supplies, software and related licenses, hardware and related licenses, equipment, professional and administrative services, repair and/or maintenance contracts on Consortium assets, contracts for operation and maintenance support of vendor software/hardware, preparation and distribution of meeting materials, publication of meeting notices and related costs, and other reasonable or incidental costs related to the business, operations and professional stewardship of the Consortium.
2. Other expenditures as may be authorized by a majority vote of the Executive Board from time to time.

C. All revenues and expenditures of the Consortium shall require proper authorization prior to accepting revenue, incurring a liability, or paying for an expenditure, as follows:

1. The Chair of the Executive Board is authorized to approve acceptance of funding from grants, donations, loans, member assessments, contract payments or any and all other funding sources if such revenue has previously been authorized by the Executive Board or if the Board approves, by majority vote of the members present at a properly notice meeting, the acceptance of such revenue/funding. If such revenue is included in the annual budget, it is deemed authorized by the Executive Board.
2. The Chair of the Operations Board is authorized to approve payments for equipment, software, materials, professional services, contract payments and the like that have been pre-authorized by the Executive Board and included in the approved budget.
3. All proposed purchases, expenditures and contracts not pre-authorized by the Executive Board or not included in the approved budget must be submitted to the Executive Board for approval prior to incurring any obligation for the purchase, expenditure or contract. Such approval will be evidenced by a majority vote of the Board members present at the meeting where the vote took place.

Before a vote may be taken to authorize unbudgeted and/or unauthorized work or contracts, written notice must be given to all members of the General Membership Board, the Executive Board and the Operations Board that such a vote will be taken at the next meeting of the Executive Board. Such notice must be given at least ten (10) days prior to the meeting at which the vote will be taken.

Pre-authorization of Expenditure Exception: in the event of an emergency, as defined in Article 11, the Chair of the Operations Board and the Service Provider Director are authorized to take steps necessary to prevent system failure or repair system functionality without prior expenditure authorization, as defined and authorized in Article 11 herein.

D. The financial operation of the Consortium shall be subject to all applicable Federal and State statutes and other regulatory bodies governing legal, financial, accounting, budgeting, auditing and financial statement / reporting requirements.

ARTICLE 11 – Fiscal Agency

A. The City of Yakima shall act as the fiscal agent for YAKCORPS. All YAKCORPS funds shall be deposited with and disbursed by the Yakima City Treasurer's office, pursuant to vouchers approved by (1) the Chair of the Executive Board or authorized designee, or (2) the Chair of the Operations Board, or authorized designee, if such expenditure is authorized within the approved budget, or by (3) the Consortium's Technology Services Provider, for expenditures less than \$7,500, if such expenditure is authorized within the approved budget and if the Service Provider is also an employee of a Consortium Member.

B. Emergency Situations: However, notwithstanding the above, in the case of an emergency, the Service Provider Director and/or the Chair of the Operations Board is/are authorized to purchase materials, equipment and professional services for the purpose of (1) preventing an imminent system failure that would cause an emergency situation for one or more members of the Consortium, or (2) restoring the public safety systems to an operational status during an emergency situation. The Consortium will be fully liable for the actions and purchases of the Service Provider Director and the Operations Board Chair during an emergency situation.

1. For the purposes of this Interlocal Agreement, a system emergency shall mean an actual or imminent failure of the Consortium's system the nature of which could jeopardize the security or confidentiality of system information and/or cause critical elements of the Consortium's system to stop functioning properly and thereby jeopardize the safety and security of citizens, public safety employees or their property.
2. It is intended that the Consortium's systems shall include those systems owned and operated by, or on behalf of, the Consortium, including software and server hardware and as defined in Article 15, herein. It is further intended that the Consortium's systems do not include systems, services and/or hardware that may be necessary for the proper operation of the Consortium systems, but are not owned / operated by the Consortium; such as the communications network, jurisdictions' individual workstations and the like.

ARTICLE 12 – Annual Budget

Under the direction of the Operations Board

A. Under the direction of the Operations Board, an annual budget shall be prepared and presented to the Executive Board and to the General Membership Board. The Consortium's fiscal year shall be the calendar year, and shall end on December 31st of each year. An annual budget shall be prepared for each fiscal year and shall include:

1. Revenues - A detailed list of projected revenue from each revenue source, including: recommended assessments of each member agency; a detailed list of each budgeted contract for service from the Consortium and related revenues; a detailed list of each budgeted contract for services to the Consortium; a detailed list of individual budgeted grants, donations and any/all other revenue sources.

The annual assessment may include: (1) annual vendor software operation and maintenance support costs, (2) authorized technology service provider costs, (3) authorized system hardware replacement costs, (4) Consortium liability premium

costs and (5) other costs that may be authorized by the Executive Board from time to time.

2. Expenditures - A detailed list of all anticipated expenditures; including, but not limited to; planned software and/or hardware purchases or replacements; 3rd party (vendor) support service costs; internal consortium support costs; annual consortium insurance costs, and detailed list of any/all other expenditures greater than \$5,000; other items less than \$5,000 may be aggregated so long as the sum of all aggregated amounts does not exceed \$10,000.
3. The proposed budget shall also include the work plan for the budget year, including: an explanation of planned / projected and budgeted expenditures; replacement cycles for major hardware devices and software, if applicable; changes in costs of vendor maintenance agreements; new, or modifications to, existing external service agreements; overview of Consortium provided service agreements and details of any significant planned changes in the operations of the Consortium's public safety systems and/or operations.
4. Any and all other data or information that the Operations Board believes may be of significant interest or benefit to the General Membership Board or the Executive Board in their review and consideration of the annual budget recommendation.

B. May 31st Deadline: The Operations Board will present their proposed annual budget to the Executive Board no later than May 31st of each year for the subsequent calendar year.

C. June 30th Deadline: The Executive Board shall forward the proposed budget and related work plan, including their proposed adjustments or modifications thereto, if any, to each member of the General Membership Board for their review no later than June 30th.

D. July 31st Deadline: Each member jurisdiction shall submit, in writing, any objections, concerns and/or change requests regarding the proposed budget, if any, to the Executive Board no later than July 31st.

1. The governing body of any member jurisdiction may request a special meeting of the Executive Board to further discuss and/or refine the proposed budget. Such request shall be in writing and submitted to the Chairman of the Executive Board, no later than July 31st.

E. August 31st Deadline: The Executive Board shall address concerns or objections submitted by member agencies, if any, and shall hold a special meeting to discuss the budget, as they deem appropriate or if requested in writing by a member agency. If a special meeting is to be held, the Chairman of the Executive Board shall schedule, and provide proper notice of such special meeting, which shall be held no later than August 31st.

F. If the Executive Board receives no written notice of objection to or request for a meeting regarding the proposed annual budget by July 31st, the Executive Board may assume that the governing bodies of the member jurisdictions do not object to the proposed revenue and expenditure budget or to the related work plan.

G. September 15th Deadline: The Executive Board shall approve the annual budget for a given year no later than September 15th of the year prior to the budget year.

H. Once authorized by the Executive Board, and within five (5) days of such authorization, the budget shall be submitted to the governing body of each Consortium member and to the Chairman of the General Membership and Operations Boards and to the Chairman of each Operating Committee. The chairman of each Board / Committee shall distribute a copy of the budget to each member of his/her Board/Committee.

I. If agreement between a member agency and the Executive Board regarding the subsequent year's annual budget is not reached, the member agency may choose to terminate their participation in the Consortium by stating so in writing. Such notice of termination shall be provided in writing, signed by the highest elected official of the member agency, and submitted to the Chairman of the Executive Board within fifteen (15) business days of receipt of the Executive Board's approved annual budget.

Notwithstanding the above, termination by a member agency shall not relieve that member, or any other member, of responsibility for meeting financial and other obligations outstanding at the time of termination.

J. Once the annual budget is approved by the Executive Board, the member assessments included in the approved budget shall become a legally binding debt of each member agency, owing to the Consortium.

K. Each member agency shall pay their annual assessment to the Consortium's Fiscal Agent in two equal semi-annual installments. Payments are to be made on or before February 1st, and August 1st of each calendar year for that year's assessment.

ARTICLE 13 – Insurance

YAKCORPS shall obtain and maintain commercial general liability insurance; auto liability for any owned vehicles; public officials liability (directors & officers liability); and property insurance covering all equipment owned by YAKCORPS with a value greater than \$10,000 or greater than an amount deemed, by the Executive Board, to be a reasonable and cost effective insurance deductible amount. The insurance carriers, level of coverage, deductible and other significant coverage issues shall be as approved by the majority of the Executive Board. Each member entity will be listed as an additional insured under the commercial general liability insurance policy for YAKCORPS. YAKCORPS shall additionally obtain and maintain other insurance policies as may be required by applicable law or majority vote of the Executive Board.

ARTICLE 14 – Consortium's Authority

A. YAKCORPS may enter into contracts or agreements with governmental agencies, vendors, contractors, consultants or other third party entities and with member agencies as deemed necessary and approved by the Executive Board to carry out the purposes and functions of the Consortium; including, but not limited to, providing technical services, administration, planning, support and/or conducting studies of problems of mutual concern.

B. The Consortium may receive grants and gifts in furtherance of its programs and business purpose;

C. The Chairman of the Operations Board is authorized to execute contracts and other agreements with third-parties and member agencies; however, all such contracts and

agreements must first be approved by a majority of the Executive Board at a scheduled meeting and included in the approved annual budget.

D. YAKCORPS shall have authority to acquire (by purchase, lease or otherwise) own, operate (directly or by contract), maintain, equip, reequip, and repair real and personal assets necessary to carry out the business of the Consortium.

E. YAKCORPS shall have the same legal rights and authority as each individual member to enforce the financial, legal and other obligations of the members to the Consortium, including, but not limited to, the right to pursue all legal avenues for the payment of annual assessments and other amounts owing to the Consortium by a member and to collect from that member all legal and other expenses the Consortium incurred in the collection thereof.

ARTICLE 15 – Integrated Public Safety Systems Project (IPSS)

A. Integrated Public Safety System Project (IPSS): upon execution of this InterLocal Agreement, members agree to immediately commence the implementation of integrated public safety systems as defined in the City of Yakima's RFP #10809P, dated March 19, 2008 and as may have been modified by the IPSS Project team and/or vendor agreements thereafter. This project shall be known as the Integrated Public Safety System Project or "IPSS":

B. For purposes of defining the scope of work and the related costs to be included in the implementation phase of the Integrated Public Safety Systems Project, the members acknowledge and agree the scope and funding shall include the following: (1) vendor's computer software and related costs as included in the Contingent Purchase Agreement, Licensing Agreement and Support Agreement with Spillman Technologies Inc. dated December 22, 2009 and as modified herein in Addendum "C" and its related Attachments, (2) vendor's computer software and related costs and licensing and support agreements as may be included in agreements with the vendor(s) of the prosecuting attorney's systems, as may be executed by the Executive Board of the Consortium in the future, (3) the software licensing and implementation costs as included in Addendum "A" of this Agreement, (4) conversion of member's existing systems to the new public safety systems, such work and costs shall include the costs of the necessary interfaces to existing systems, costs to upgrade agency specific hardware to be compatible with the new vendor systems, and, as may be authorized by the Operations Board during implementation, the costs to convert a limited amount of member's existing data, (5) the server and other related hardware, if any, necessary to run and operate the software systems for the Consortium as a whole, (6) cost of a project manager to coordinate and oversee the implementation of the systems for all members, and (7) other incidental and customary costs that may arise during the implementation of the systems, if authorized by the Executive Board.

C. Addendums: Addendum "A" – Public Safety Systems Project – Implementation Costs and Funding; Addendum "B": - Consortium Annual Assessments – Allocation of On-going Costs, and Addendum "C" – Contingent Purchase Agreement with Spillman Technologies, Inc., and the related Attachments, are all included in this Interlocal Agreement herein, by reference.

ARTICLE 16 – Technology Services Provider

A. The Consortium shall contract with a Service Provider for software and hardware maintenance and operations support for the public safety systems implemented as part of the Integrated Public Safety Systems Project (IPSS), as described in Article 15 herein. These services shall include: vendor network administration; database administration; operation and maintenance of system server(s); acting as technology expert on behalf of the members and as the primary point of contact between the member agencies and the vendor's support personnel to address system-wide questions and resolve problems; provide user training, as needed; coordinate implementation of vendor software updates; and other functions that may be deemed appropriate by the Executive Board from time to time.

B. The Consortium's Technology Services Provider will not be responsible for the operation or maintenance of member's workstation hardware, mobile units, or any public safety software/hardware other than that included in Article 15 herein, if any.

C. The members agree and authorize the Yakima County Information Technology Department to function as the Technology Services Provider immediately upon implementation of the new public safety systems, as defined in Article 15, herein. Members further authorize the Executive Board to change the Technology Service Provider and/or the services provided by the Technology Services Provider as they deem appropriate, from time to time.

D. In the event that the Executive Board authorizes another party to perform the tasks of the Technology Services Provider for the Consortium, the governing body of Yakima County and Yakima County's Information Technology Department agree to fully cooperate with the Executive and Operations Boards and the newly authorized Services Provider in transitioning their duties and responsibilities to the new Service Provider, including but not limited to, the physical transfer of the Consortium's servers and other hardware and software to a new location, if so requested by the Executive Board and to, in good faith, provide the technical expertise to assist in the transfer as may be needed to ensure a safe, secure and smooth transition and as may be requested by the Executive Board.

E. All reasonable and customary expenses incurred by the Consortium, the existing Service Provider and the new Service Provider to accomplish the safe and secure transfer of the Consortium's software and hardware and the technical expertise to operate the software and hardware to the new Service Provider shall be paid by the Consortium, unless otherwise agreed to by the parties. All expenses incurred by the existing or new Service Provider must be pre-approved by the Executive Board or reimbursement may be denied.

ARTICLE 17 – Member Responsibilities

A. The governing body of each member agency acknowledges and agrees that, upon execution of this Agreement, YAKCORPS shall step into the position of "Customer" as defined in the Contingent Purchase Agreement dated December 22, 2009 between Yakima County, the Customer, and Spillman Technologies, Inc and as modified herein and included as Addendum "C". Additionally, YAKCORPS shall be responsible to fulfill all obligations of the "Customer" as required in stated Contingent Purchase Agreement.

B. The governing body of each member agency / jurisdiction:

1. Acknowledges awareness and acceptance of the Request for Proposal (RFP) #10809-P, dated March 19, 2008, and included herein by reference, for county-wide public safety computer systems;
2. Agrees to abide by the requirements, terms and conditions of any/all Federal grant funding accepted by YAKCORPS' Executive Board;
3. Acknowledges the value and importance of this system and are committed to seeing it come together. Further, the County and the City of Yakima realize the critical nature of this project to the point of committing to funding any capital cost shortfall needed to see the project to fruition.
4. Acknowledges that the ongoing support and maintenance costs of the systems will be borne by all members;
5. Agrees to abide by the requirements, terms and conditions of all grants or other agency's whose funding is accepted by YAKCORPS' Executive Board;
6. Agrees that a full year's assessment shall be owed and payable by each agency for each full or partial year that the agency is a member of the Consortium, unless otherwise agreed to by a two-thirds (2/3) majority vote of the Executive Board;
7. Agrees that no member or participating agency shall be entitled to a refund, in whole or in part, of any annual assessment the member or participating agency may have paid to the Consortium for replacement funding of existing equipment or for any other purpose.
8. Agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by the Consortium.
9. Agrees to pay the full amount of any and all financial obligations assessed upon member as a condition(s) of withdrawal from the Consortium, the termination of their membership, or expulsion from the Consortium as provided in Articles 18, 20 and 21 herein. Additionally, the governing body of the member agency / jurisdiction agrees to pay all reasonable and customary costs incurred by the consortium, if any, in an effort to enforce such payment by the member.
10. Agrees to abide by all the terms and conditions of this Agreement;

C. The governing body of each member agency is responsible to ensure that all requirements of the Consortium are carried out as intended and agreed to herein and as are authorized from time to time by the General Membership Board, the Executive Board and the Operations Board, including, but not limited to the following:

1. All properly authorized and approved annual Member Assessments shall be paid to the Consortium's Fiscal Agent by the due date;
2. Members acknowledge that data contained within the public safety systems operated and maintained by the Consortium is confidential, and members shall ensure that physical, electronic and procedural safeguards and controls are implemented and maintained within the member agency, and between member agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals;

3. If a member has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by that member agency, the member shall immediately notify the Chairs of the Executive Board and the Operations Board.
4. Members agree to utilize all systems operated and maintained by the Consortium only in the manner intended. Further, all members agree to follow and utilize only the codification standards as established and approved by the Operations Board, including, but not limited to, the codes established within the system(s) to identify each individual member agency, each type of criminal offense, type of booking in the jails, type of arraignment, and the like.

ARTICLE 18 – Duration of Agreement

A. The initial term of this Agreement is for a period of five (5) years from the date hereof and thereafter is automatically extended for consecutive three (3) year periods. Any party seeking modifications to the Agreement shall provide written notice of such to the Chairman of the Executive Board by June 1st of the year prior to the end of the then current extension period. Notice in writing is required and time is of the essence in giving notice.

B. Within 30 days of receipt of a written notice of a modification request by a member agency, the Executive Board shall notify all members of the General Membership Board and shall schedule a meeting of the Executive Board to discuss the requested modifications to the Agreement.

C. All member agencies shall work in good faith to agree to retain the existing Agreement or execute a new or revised InterLocal Agreement prior to the last effective date of the current extension period.

D. If a majority of the governing bodys do not approve a new or revised Agreement by the end of the current extension period, the existing Agreement will become effective for another three (3) year period, unless subsequently modified by a majority vote of the governing body's of the member jurisdictions.

E. If a majority of the governing bodys of the member jurisdictions adopt a new or revised Agreement it shall become effective 30 days after the date such majority approval was attained, or on the effective date stated therein, whichever comes later.

The member jurisdictions whose governing bodys do not adopt the new or revised Agreement by its' effective date shall continue participation in the Consortium until the existing Agreement expires, at which time their membership in and the benefits of the Consortium shall terminate.

F. Termination of membership from the Consortium does not eliminate the member jurisdiction's previous legal or financial responsibilities to YAKCORPS.

G. Should the governing body of a non-member agency / jurisdiction request to join, or rejoin, the Consortium, whether or not such non-member agency was previously a member of the Consortium, all of the following criteria must be met: (1) the governing body of the requesting agency / jurisdiction must approve the InterLocal Agreement in effect at that time; (2) the General Membership Board must approve, by a majority vote of the members present at a properly authorized and noticed meeting, the membership request, and (3) the requesting

agency / jurisdiction must accept the terms and conditions, if any, for joining the Consortium as may be required by the Executive Board. Such terms and conditions may include, but are not limited to, a "buy-in" amount to be paid by the agency to cover the agency's proportionate share of Consortium's assets and/or liabilities or to cover any costs/expenses incurred by the Consortium on the agency / jurisdiction's behalf caused by such agency / jurisdictions previous termination, expulsion, or other withdrawal from the Consortium. The Executive Board will determine such terms and conditions, if any, at their discretion and on a case by case basis.

ARTICLE 19 – Dispute Resolution

A. Any controversy or dispute between the parties regarding the application or interpretation of this Agreement is subject to resolution by the following procedures:

1. Initial review by the Executive Board to facilitate prompt resolution through agreement.
2. If the initial review does not achieve resolution, the Executive Board Chair shall appoint a committee with members from the Executive Board and the General Membership Board with authority to facilitate resolution through agreement.
3. If the matter is not resolved through the work of the committee, the committee will make a report to the Executive Board and the Executive Board shall refer the matter to the General Membership Board for final and binding resolution, by a majority vote of the Board Members present at a properly authorized and noticed meeting of the Board.

ARTICLE 20 – Member's Withdrawal or Expulsion from Consortium

A. In addition to termination of a member as provided for in Article 18, a member agency and/or jurisdiction may withdraw from the Consortium by providing notice of intent to the Executive Board no later than September 15th of any given year to be effective on January 1st of the subsequent year. Such notice must be in writing and time is of the essence in giving notice.

B. Upon proper written notice of intent to withdraw from the Consortium by a member, the Executive Board shall determine the conditions under which the Member may withdraw, including, but not limited to: (1) assessment of outstanding payments, if any, due from the Member to the Consortium, (2) assessment of assets or liabilities, if any, due to/from the Member from/to the Consortium. Such conditions shall be communicated in writing to the governing body of the member agency / jurisdiction within sixty (60) days of receipt of members notice to withdraw.

C. Members agree that upon their withdrawal, or expulsion, from the Consortium they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member may have paid into the Consortium for: (1) proration of annual assessment costs/payments; (2) funds paid into a reserve or dedicated account for the purpose of replacing hardware in the future or (3) the purchase of assets still in use, or intended for future use, by the Consortium. The member will not, however, be responsible for any future payments towards the hardware replacement fund, unless such expenditure related to a long-term contract or bond that was previously authorized by the Consortium and the authorization for that liability specifically stated that all members at that time would be responsible for their proportionate share of that liability until it is paid in full.

ARTICLE 21 – Default

A. Any of the events shall constitute a "default" by the offending member(s) under this Agreement:

1. Member fails to pay the Fiscal Agent all, or any part thereof, of a properly authorized and approved assessment when due, and such failure has not been corrected within fifteen (15) business days after written notification has been given to the governing body of the member agency;
2. Member improperly utilizes and/or maintains the system(s) coding structure as approved by the Executive Board and/or the Operations Board;
3. Member's use of information maintained within the system(s) operated and maintained by YAKCORPS in an illegal or unethical manner;
4. Member's failure to ensure that physical, electronic and procedural safeguards and controls are implemented and maintained within the members' agency(s), and between member agencies sufficient to safeguard confidential information and to prevent access by unauthorized individuals;
5. Member's failure to utilize all systems operated and maintained by the Consortium only in the manner intended or member's failure to follow and utilize only the codification standards as established and approved by the Operations Board;
6. Failure to maintain compliance with all Federal and State Public Safety technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by the Consortium; including, but not limited to: federal Criminal Justice Information Systems (CJIS) and Washington Criminal Information Center WACIC);
7. Member's failure to perform any other obligation set forth in this Agreement if such failure has not been corrected within thirty (30) days after YAKCORPS has given written notice of such failure to the governing body of the member agency;

B. The Executive Board shall review the circumstances of any default and determine by majority vote the appropriate action(s) to be taken in response to the default, which may include any one or more of the following:

1. Technical and/or professional assistance to facilitate resolution of the underlying problems causing the default;
2. Restrictions on participation in the Consortium for a specific period of time preceding resolution; and/or
3. Expulsion from the Consortium.

ARTICLE 22 – Dissolution of Consortium

A. Dissolution of the consortium shall take place through either one of the following two procedures:

1. The Executive Board shall formulate and approve, by a majority vote of its' members, a recommendation for dissolution and shall forward it to the General Membership Board and to the governing bodies' of all member agencies / jurisdictions. No less than sixty (60) days and no more than one hundred and eighty (180) days after such recommendation is forwarded to the governing bodies of all member agencies / jurisdictions, the General Membership Board shall approve, by a two-thirds majority vote of the then current members, the recommendation of dissolution.
2. The General Membership Board shall formulate a recommendation for dissolution and shall forward it to the governing bodies' of all member agencies / jurisdictions. No less than sixty (60) days and no more than one hundred and eighty (180) days after such recommendation is forwarded to the governing bodies of all member agencies / jurisdictions, the General Membership Board approves, by a two-thirds majority vote of the then current members, the recommendation of dissolution.

B. Dissolution shall not take effect until the Executive Board has completed the wrap up of the Consortium's duties and obligations, set forth in a final report and submitted to the General Membership Board and to the governing bodies of all member agencies / jurisdictions. The wrap up shall include resolution of any outstanding liabilities, disposition of assets, final accounting and resolution of all legal, financial and regulatory requirements.

C. Disposition of property and assets shall take place as follows:

1. Actual identifiable personal property contributed in total by one member for the benefit of the Consortium shall be returned to the member agency / jurisdiction that contributed it, if possible and fiscally reasonable to do so and if contributing member desires the items return.
2. New personal property / real property purchased in the name of YAKCORPS shall be partitioned on an equitable basis to the current members based upon a pro-rated share of contributions from the current members as determined in the current, or last utilized if no current calculation exists, annual cost allocation calculation. A then current member shall have the option of purchasing any real/personal property from YAKCORPS in the event of dissolution of the Consortium, by approval of the Executive Board, at its current fair market value. In the event that more than one member of the Consortium is interested in purchasing the property at fair market value, the Consortium shall sell the property at auction or by sealed bid to the highest bidder above the minimum price of fair market value. The Executive Board shall use their best judgment to determine the current fair market value of personal property.

In the event that real property is not sold to a member-entity, the parties agree that the subject property(s) shall be sold for its current fair-market value; in either case, the Executive Board shall determine the fair-market value of real property from the Yakima County Assessor's Office, and/or an independent third party

appraisal from a licensed realtor or real estate appraiser, or if these sources are not cost effective, the Board shall, in good faith, use their best judgment to determine the fair market value of the asset.

3. Any remaining funds or assets after payment of all debts and liabilities shall be returned to each then current member based upon the members' proportionate share of the total members' current annual cost allocations, or the most recent allocation if a current allocation is not available.

D. Resolution of any outstanding liabilities shall take place as follows:

1. All funds received by the Consortium from the sale of assets shall be utilized first to pay debts / liabilities of the Consortium;
2. All current members of the Consortium shall share resolution of any outstanding liabilities of the Consortium.
3. The Executive Board shall prepare a final accounting for any outstanding liabilities of the Consortium and provide a copy to the General Membership Board.
4. The Executive Board shall adopt the final accounting after considering any comments submitted by the General Membership Board.

ARTICLE 23 – Indemnification

Each member shall have responsibility for and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its elected officials, officers, agents, employees or volunteers to the extent that liability exists, and agrees to defend, indemnify and hold harmless the other members from any such liability.

ARTICLE 24 – Non-Discrimination

The parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation and any other classification protected under federal, state or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training and the provision of services under this Agreement.

ARTICLE 25 – The Americans with Disabilities Act

The parties shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations with regard to the activities and services provided pursuant to this Agreement. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services and telecommunications.

ARTICLE 26 – No Conflict of Interest

The members covenant that neither they nor their employees have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The parties further covenant they will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

ARTICLE 27– Severability

If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

ARTICLE 28 – Execution

This Agreement or Amendments hereto, shall be executed on behalf of each member pursuant to an appropriate Motion, Resolution or Ordinance of the governing body of each member. This Agreement or any Amendment thereto, shall be deemed adopted upon the date the governing body of the last member agency authorized the appropriate Motion, Resolution or Ordinance.

This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

ARTICLE 29 – Hold Harmless

The parties to the Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the participating members. Any loss or liability resulting from the negligent acts errors or omissions of the General Membership Board, the Executive Board, the Operations Board or the Operating Committees, while acting within the scope of their authority under this Agreement, shall be borne by YAKCORPS exclusively.

ARTICLE 30 – Amendments

This Agreement is subject to amendment, modification or replacement by the Governing Bodies of the then current members. Additionally, the Addendums to this Agreement are subject to amendment, modification or replacement by the Executive Board.

A. Recommendations for amendments to this Agreement shall require a two-thirds (2/3) majority vote of the members present at any properly authorized and noticed regular or special meeting of the General Membership Board. A requested amendment, modification or replacement of this Agreement shall be forwarded to the General Membership Board and the Executive Board a minimum of ten (10) calendar days prior to a scheduled meeting at which a vote on such amendment, modification or replacement is to take place.

B. Within ten (10) business days of approval by the General Membership Board, the Chair of the Executive Board shall forward the recommended amendment, modification or replacement to this Agreement to the governing body of each member jurisdiction for review and approval.

C. Each member jurisdiction shall bring all recommended amendments, modifications or a replacement to the Agreement before its' governing body within forty-five (45) days of receipt of such from the Executive Board. Approval by at least two-thirds of the legislative bodies of member jurisdictions is required to authorize any amendment, modification or replacement to this Agreement.

D. Any member agency's governing body that did not approve the amendment within the required timeframe above, may withdraw from the Consortium by providing written notice to the Executive Board within ninety (90) days of receipt of the approved amendment, modification or replacement Agreement from the Executive Board. The member agency's withdrawal shall be effective immediately upon receipt by the Executive Board or simultaneously with the effective date of the approved amendment, modification or replacement Agreement, if later than the notice receipt date by the Executive Board. The provisions of Article 20.B and C shall apply to any such withdrawal by a member. Should a member agency's governing body not approve the amendment and not withdraw from the Consortium as provided herein, said member agency shall be deemed to have waived any objection to the amendment, modification or replacement Agreement and shall be subject to such amendment, modification or replacement Agreement.

E. Addendums to this Agreement are subject to amendments, modifications or replacement by a two-thirds (2/3) majority vote of the members of the Executive Board present at a properly authorized and noticed meeting of that Board.

ARTICLE 31 – Entire Agreement

This document, including the Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 32 – Signatures

Each party to this Agreement shall sign a signature page in a form required by law to constitute valid execution. Each signature page shall be titled "**Yakima Consortium for Regional Public Safety's InterLocal AGREEMENT SIGNATURE PAGE**" FOR (NAME OF ENTITY)".

ARTICLE 33 – Filing of Agreement

Upon execution hereof, this Agreement shall be filed with the City Clerk of the respective participating members, the Yakima County Auditor, and such other governmental agencies as may be provided by law.

