

**LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
SERVICE AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the parties signatory to the Law Enforcement Records Management System intergovernmental agreement (i.e., the police departments of Lacey, Olympia, Tumwater, Tenino and Yelm and those public safety agencies that may become signatory while this Agreement is in force), hereinafter referred to as "the LERMS CONSORTIUM," and Thurston 9-1-1 Communications, hereinafter referred to as "TCOMM," for the purpose of securing services related to the hosting, operation and maintenance of the LERMS CONSORTIUM's computer hardware and software. This agreement supersedes all previous agreements between the parties.

I. DURATION

This Agreement shall be for a period beginning on the date of signing and ending at 11:59 PM on December 31, 2015.

II. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which TCOMM hosts and manages the server, network connections to the server, applications and databases that comprise the LERMS CONSORTIUM's Law Enforcement Records Management System.

III. SCOPE

This Agreement extends only to the physical hosting of the LERMS CONSORTIUM's property and to the activities required to maintain and operate that property, as authorized by the Executive Board of THE LERMS CONSORTIUM.

IV. TERMS AND CONDITIONS

Terms and Conditions are enumerated in Attachment 1 "Service Level Agreement".

V. AMENDMENTS

- A. Amendments to this Agreement that do not impact the fee schedule (Attachment 1, Appendix D) may be made at any time by mutual agreement in writing by the parties.
- B. Amendments to this Agreement that do impact the fee schedule (Attachment 1, Appendix D) may be made by mutual agreement in writing by the parties only in the following ways:
 - 1. Prior to the adoption of the LERMS CONSORTIUM annual budget;
 - 2. With prior approval of the governing board of each of the LERMS CONSORTIUM's member agencies.

VI. RENEWAL

- A. This Agreement is renewable annually through December 31, 2017 with the written approval of both parties.

VII. TERMINATION

- A. This Agreement shall terminate automatically at 11:59PM on December 31, 2015, unless renewed prior to that time, as specified in Section VI of this Agreement.
- B. This Agreement may be terminated by mutual agreement of the parties at any time.
- C. This Agreement may be unilaterally terminated by either party at the end of any calendar year, provided the party seeking termination indicates its intention to terminate the Agreement to the other party, in writing, no later than the end of business on the last day of June of the year in which termination is to occur.
- D. On termination of this Agreement, the parties agree to the following:
 - 1. TCOMM agrees to take no action that would cause the Law Enforcement Records Management System to be corrupted or damaged in any way, or that would impede the smooth and expeditious transition of service to another hosting, operation and maintenance agency/vendor.
 - 2. The LERMS CONSORTIUM agrees to make the transition to a new hosting, operation and maintenance agency/vendor expeditiously and in a manner that causes minimal disruption both to TCOMM and to its member agencies.

VIII. INDEMNITY

- A. 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.

IX. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

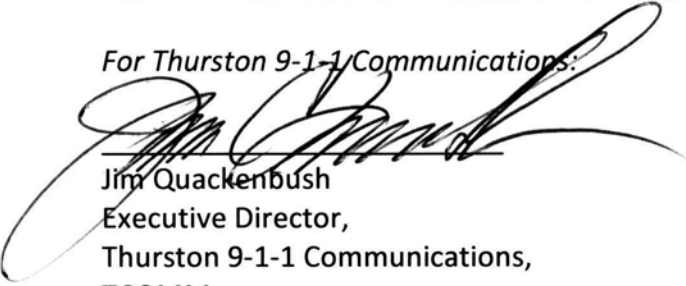
X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Signature Page

Signed this 25th day of February, 2015, by:

For Thurston 9-1-1 Communications:

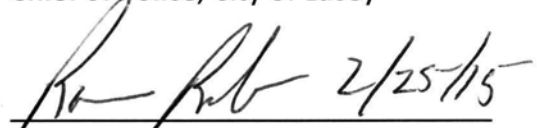


Jim Quackenbush
Executive Director,
Thurston 9-1-1 Communications,
TCOMM

For the LERMS CONSORTIUM:



Dusty Pierpoint
Chief of Police, City of Lacey



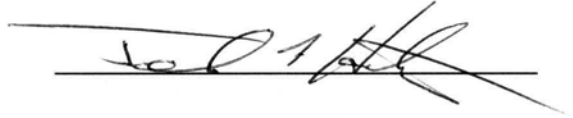
Ronnie Roberts
Chief of Police, City of Olympia



John Stines
Chief of Police, City of Tumwater



Todd Stancil
Chief of Police, City of Yelm



John Hutchings
Chief of Police, City of Tenino

LERMS SERVICE LEVEL AGREEMENT

Objectives and purpose of Service Level Agreement (SLA)

The objective of this Service Level Agreement document is to ensure both parties understand and agree how the services will be performed and the responsibilities and expectations of each party. The SLA will:

- a) Describe the services provided by SERVICE PROVIDER.
- b) Identify service level objectives and performance targets for the services, agreed upon between SERVICE PROVIDER and the LERMS CONSORTIUM.
- c) Identify responsibilities of each party.
- d) Document the following service management processes agreed upon between SERVICE PROVIDER and customer representatives from the LERMS CONSORTIUM:
 1. Performance tracking and reporting to the LERMS CONSORTIUM.
 2. Review and amendment of the SLA document.
 3. Service-related dispute resolution.

This SLA document is not meant to be static, but a working document that will reflect the continuous change in services delivered by SERVICE PROVIDER, service delivery operating processes, and service level expectations agreed between SERVICE PROVIDER and the LERMS CONSORTIUM. This document may be updated and amended over time with the agreement of both parties.

Service Catalog

The following criteria were considered in order to identify and describe the services included in the Service Catalog:

The intent of the Service Catalog is to identify and describe services **from the customer's point of view**. This helps to emphasize and explain the **benefits, outcomes and deliverables that the customers receive** when purchasing a service, as opposed to describing the whole set of internal support processes and activities executed by SERVICE PROVIDER staff in order to deliver these services. As a result, business support processes and functions, such as account management or help desk functions, are not meant to be thoroughly explained in this section of the SLA.

The purpose of the Service Catalog is to describe the **standard services and terms of service delivery**, not the exceptional services or service terms that can be offered to a given customer under special circumstances.

Standard Services. Standard services are defined as those services provided under this agreement to all of the consortium agencies.

Hosting. The SERVICE PROVIDER will be responsible for providing the necessary infrastructure and utilities to host the hardware and software owned and utilized by the LERMS CONSORTIUM. The current inventory of hardware and software is attached in Exhibit A.

Configuration. The SERVICE PROVIDER will be responsible for Configuration of software applications.

Help Desk. The SERVICE PROVIDER will provide help desk services including a call center and help desk solution which documents all service calls/requests relating to the support of the LERMS CONSORTIUM. Details relating to the hours of operation and response times are detailed in the Service Levels section of this document.

Communications. The SERVICE PROVIDER will provide regular communications to the LERMS CONSORTIUM and its end users. These communications will convey information related to any service disruptions such as maintenance windows, outages, known issues, help desk coverage or actions required by the LERMS CONSORTIUM to maintain services covered under this agreement.

Project Management. The SERVICE PROVIDER shall provide project management or assistance to the LERMS CONSORTIUM as needed to maintain the hardware, software, utilities and regulatory requirements. As they pertain to maintaining existing services they are covered under the terms of this agreement. Any new or expanded service offerings would be negotiated in advance by the SERVICE PROVIDER and the LERMS CONSORTIUM.

Security Compliance. The SERVICE PROVIDER shall adhere to industry best practices relating to network security. Any breaches to the LERMS environment will be reported to the agencies immediately. In addition, all regulatory requirements relating to security such as those defined by CJIS (Criminal Justice Information Systems) shall be incorporated in partnership with the LERMS CONSORTIUM as required.

Vendor Management. The SERVICE PROVIDER will provide administrative and technical support to the LERMS CONSORTIUM as it relates to technology vendors. The SERVICE PROVIDER will coordinate all system upgrades, provide support in the escalation of issues, and provide consulting services for the LERMS CONSORTIUM in regards to contract and license management.

The SERVICE PROVIDER shall send at least one staff member to the vendor users conference each year at the SERVICE PROVIDER'S expense.

Interoperability. The SERVICE PROVIDER will provide technical support and assistance to maintain interoperability with law enforcement systems not covered by this agreement. This includes but is not limited to local, state, and Federal systems:

- CAD
- MobileComm
- SECTOR – Washington State Patrol
- WASIS – Washington State Patrol
- ACCESS – Washington State Patrol
- JBRS – Washington State Department of Corrections
- VINE – Washington State Department of Labor & Industries
- JINDEX – Washington State Office of the Administrator for the Courts
- LiNX – United States Department of the Navy

Coordination with the LERMS IT MANAGER. The LERMS IT MANAGER represents the LERMS Consortium for operation of the LERMS system. The LERMS IT MANAGER is the primary contact for the SERVICE PROVIDER for Consortium-wide issues. The LERMS IT MANAGER and the SERVICE PROVIDER coordinate problem solving, systems upgrades and improvements, and project management as outlined in Exhibit B.

Knowledge Base. The SERVICE PROVIDER will ensure that staff who are providing services are fully trained with the most recent versions of the software and hardware being maintained.

Non Standard Services. Non Standard Services are defined as those services which are provided to specific agencies within the LERMS CONSORTIUM. Non Standard Services will be segregated for the purpose of cost but are subject to the same support model as all standard services covered by this agreement unless specifically exempted in writing.

Service Levels

Response Times. The following matrix classifies the prioritization of requests made to the SERVICE PROVIDER. Included in the matrix is the expected time period within which the SERVICE PROVIDER shall acknowledge the request and provide a plan for resolution.

		Time to Response
1 - Critical	Major incident that is affecting a large group of users or critical business processes. May impact only one jurisdiction or several jurisdictions.	30 minutes
2 - Critical with work around	Incidents that may be impacting work but have a work-around or alternative solution	1 business day
3 - Non-Critical	Requests for non-critical support which hinder processes or the use of services	1 business day
4 - Standard	Requests for low priority / low impact support	1 business day
5 - Administrative	Administrative requests or support which do not impact services or processes	As time allows

Service Availability. The systems covered by this agreement will be available to end users on a 24/7/365 basis except as noted for maintenance or circumstances outside of the control of the SERVICE PROVIDER.

Business Hours. Help desk and professional services will be provided Monday – Friday from 7:00 am to 5:00 pm with the exception of recognized holidays.

After Hours support. Help desk support outside of business hours will be provided for critical support incidents (Priority 1 or 2) by calling 360-704-2749.

Underpinning Contracts. All service levels are limited by any existing vendor contracts which otherwise restrict or hinder the SERVICE PROVIDER's ability to resolve or complete service requests in compliance with this agreement.

Service Maintenance. The SERVICE PROVIDER will provide the LERMS CONSORTIUM with a maintenance schedule and advanced notice for any required system maintenance which may impact service availability.

Service Continuity Management. The SERVICE PROVIDER will follow and administer industry best practices relating to designing redundant systems with an offsite disaster recovery solution (back-up version). The SERVICE PROVIDER shall be responsible for providing service continuity that meets the requirements of the Washington State Patrol ACCESS program. Additionally, the SERVICE PROVIDER will provide guidance to the LERMS CONSORTIUM for life cycle management of all LERMS systems located with SERVICE PROVIDER and will coordinate the replacement of equipment by the latter of industry best practices or funding provided by the LERMS CONSORTIUM.

Service Capacity Management. The SERVICE PROVIDER will manage and monitor all LERMS systems to ensure that sufficient capacity is available to maintain current and future needs. This includes but is not limited to capacity for data storage, licensing, network hardware, rack space and power.

Service Management. The SERVICE PROVIDER will define and establish a Change Management Process. This process will document how service changes shall be administered, approved and communicated. Change Management will be applied to any physical or virtual changes to hardware, software or configuration of systems.

Customer & User Responsibilities. The LERMS CONSORTIUM and its staff shall be responsible for the following:

- Providing funds for hardware/software acquisitions
- Providing all documentation for hardware/software acquisitions including contracts, warranties, service agreements, vendor contact information and licenses.
- Management of customer devices, such as MCT's and printers.
- Management of customer device connectivity to the LERMS network.
- Timely response to requests for information or approvals.
- Functional user acceptance testing and sign off to ensure systems and services perform to specifications.
- Maintain definitions for backup requirements and records retention.
- Timely sharing of information provided by 3rd party vendors related to systems covered by this service level agreement.
- Training end users on the procedures for reporting issues and submitting requests for support to the SERVICE PROVIDER.

Service Measurement and Performance Reporting. The SERVICE PROVIDER will provide quarterly performance measure reports to the lead agency for dissemination to the board. The following measures shall be tracked and included in the report:

ABA (Abandonment Rate): Percentage of calls abandoned while waiting to be answered, if possible.

FCR (First-Call Resolution): Percentage of incoming calls that can be resolved without the use of a callback or without having the customer call back the help desk to finish resolving the case.

TTR (Time to Resolution): Time taken to complete or resolve a service request as defined in the service level matrix.

MTTR (Mean Time To Recover): Time taken to recover after an outage of service has been reported to SERVICE PROVIDER.

SA (System Availability): The amount of system uptime as a percentage over a specific period of time.

Specific targets for these measures shall be set within the first year of the implementation of the SLA so that baselines can be developed and targets negotiated between SERVICE PROVIDER and LERMS CONSORTIUM.

Supporting Documentation. The SERVICE PROVIDER will establish and maintain a knowledge base of information and help documents relating to the systems and services utilized by the LERMS CONSORTIUM.

General Provisions.

Problem Escalation. It is the responsibility of both the SERVICE PROVIDER and LERMS CONSORTIUM to follow the problem escalation procedures defined in Exhibit C.

Review and amendment of the SLA document. This document may be updated and amended over time with the agreement of both parties. The agreement shall be reviewed annually by the Board and the SERVICE PROVIDER at the January Board Meeting of each year.

Fee Schedule. The fees for services established under this service level agreement are defined in Exhibit D.

LERMS SERVICE LEVEL AGREEMENT

Exhibit B – SERVICE PROVIDER & LERMS IT MANAGER DUTIES

	SERVICE PROVIDER	LERMS IT MANAGER
Problem Reporting to Vendor	<ul style="list-style-type: none"> • SERVICE PROVIDER reports systems issues to vendor • SERVICE PROVIDER informs LERMS IT MANAGER of tickets opened by SP 	<ul style="list-style-type: none"> • City SAs report problems to LERMS IT MANAGER • LERMS IT MANAGER opens ticket with vendor
Problem Reporting Management		<ul style="list-style-type: none"> • LERMS IT MANAGER manages tickets with vendor to ensure the vendor has the necessary information needed to resolve issues and to ensure they are resolved in a timely manner • LERMS IT MANAGER consolidates tickets that are similar in nature • LERMS IT MANAGER verifies that a ticket may be closed by vendor
Project Management	<ul style="list-style-type: none"> • SERVICE PROVIDER is responsible for informing LERMS IT MANAGER when the SERVICE PROVIDER determines a project may be needed • SERVICE PROVIDER provides technical expertise in managing projects • SERVICE PROVIDER may 	<ul style="list-style-type: none"> • LERMS IT MANAGER is responsible for advising the Steering Committee about potential projects, providing the reasons the project is needed and any staffing or financial resources that will be required • LERMS IT MANAGER provides a user perspective

	<p>manage aspects of projects that primarily concern hardware, interfaces, or software configuration</p> <ul style="list-style-type: none"> • SERVICE PROVIDER is responsible for a communication plan for informing involved parties about the progress of the project in projects managed by the SERVICE PROVIDER 	<p>in managing projects</p> <ul style="list-style-type: none"> • LERMS IT MANAGER will have overall management of projects that are not solely technical in nature • LERMS IT MANAGER is responsible for a communication plan for informing involved parties about the progress of the project in projects managed by the LERMS IT MANAGER
Coordination of Systems Maintenance	<ul style="list-style-type: none"> • SERVICE PROVIDER is responsible for informing LERMS IT MANAGER when the SERVICE PROVIDER determines maintenance may be needed • SERVICE PROVIDER and LERMS IT MANAGER will determine a schedule for routine maintenance • SERVICE PROVIDER shall inform LERMS IT MANAGER when maintenance will occur at least 24 hours in advance, when possible, of the system being down. 	<ul style="list-style-type: none"> • LERMS IT MANAGER coordinates system maintenance with SERVICE PROVIDER except for in case of emergency maintenance • LERMS IT MANAGER shall inform all SAs and/or users when maintenance will occur at least 24 hours in advance, when possible, of the system being down.
Management Reporting	<ul style="list-style-type: none"> • SERVICE PROVIDER is responsible for providing requested reports to LERMS for CAD data. 	<ul style="list-style-type: none"> • LERMS IT MANAGER is responsible for providing requested reports to LERMS for RMS data.
Password Resets	<ul style="list-style-type: none"> • SERVICE PROVIDER will 	<ul style="list-style-type: none"> • Local SAs will provide

	provide password resets outside of regular business hours (8am-5pm)	password resets during regular business hours. <ul style="list-style-type: none">• LERMS IT Manager shall ensure local SAs are trained to reset passwords.
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LERMS SERVICE LEVEL AGREEMENT

Exhibit C – Problem Resolution

Problem resolution is expected to occur at the lowest level possible along the Problem Resolution Continuum.

Problem Resolution Continuum

	LERMS	SERVICE PROVIDER
Level 1	City SA	SP Staff
Level 2	LERMS IT MANAGER	SP Supervisor
Level 3	Steering Committee	SP Manager
Level 4	Board	SP Director

LERMS SERVICE LEVEL AGREEMENT

Exhibit D – Fee Schedule

- A. **Total Compensation.** In consideration of the SERVICE PROVIDER performing the Services, the LERMS CONSORTIUM agrees to pay the SERVICE PROVIDER an amount not to exceed one hundred twenty-five thousand two hundred thirty dollars (\$125,230.00) for the first year. Compensation for subsequent years will be negotiated and the contract amended, as needed.

- B. **Method of Payment.** The SERVICE PROVIDER shall invoice the Lead Agency of the LERMS CONSORTIUM prior to January 31 of each year that the contract is in force. Payment by the LERMS CONSORTIUM for the Services will be paid annually on or before February 28.

- C. **SERVICE PROVIDER Responsible for Taxes.** The SERVICE PROVIDER shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

MMS Consortium Asset List
As of December 31, 2014

Account Number	Date of Invoice	Invoice #	Y #	Asset Description	Item Cost	Invoice Total	Serial Number	Location of Asset	Asset	Original Asset	Item Type	Manufacturer	Model Number	Notes
682-6902-538-35-00	8/31/2011	553605EA		Barracuda Web Filter	2,500.08		BAR-PT286507	TCOMM	LEMS-0122	WEB FILTER	BARRACUDA	BR7210A		
682-6902-538-35-00	12/23/2009	091472-5F	1	Server Rack - Chatsworth W1153-141 Cabinet	3,580.00		N/A	TCOMM	LEMS-0001	CABINET	CHATSWORTH PROD INC	MEGARFRAME 42U	192.168.109.13 /LEMS-SOLO2	
682-6902-538-35-00	12/23/2009	091472-5F	2	Message Switch App Server, Dell PowerEdge R610, 1	8,870.14		7707VH1	TCOMM	LEMS-0002	SERVER	DELL	POWER EDGE R610	192.168.109.11 -LEMS-SOLO2	
682-6902-538-35-00	12/23/2009	091472-5F	2	RMS Base Application Server, Dell PowerEdge R710, 2	15,834.15		785VYH1	TCOMM	LEMS-0003	SERVER	DELL	POWER EDGE R710	192.168.109.10 -LEMS-APP01	
682-6902-538-35-00	12/23/2009	091472-5F	2	Disaster Recovery Server, Dell PowerEdge R710, 2	7,271.69		785VYH1	TCOMM	LEMS-0004	SERVER	DELL	POWER EDGE R710	192.168.109.16 /LEMS-DR01	
682-6902-538-35-00	12/23/2009	091472-5F	2	Disaster Mgmt App Server, Dell PowerEdge R300, 1	3,685.03		CLXVH1	TCOMM	LEMS-0005	SERVER	DELL	POWER EDGE R300	192.168.109.17 /LEMS-DR01	
682-6902-538-35-00	12/23/2009	091472-5F	2	PC/Interna App Server, Dell PowerEdge R300, 1	3,685.03		TCXVH1	TCOMM	LEMS-0006	SERVER	DELL	POWER EDGE R300	192.168.109.14 /LEMS-PC01	
682-6902-538-35-00	12/23/2009	091472-5F	2	Windrow Terminal Server, Dell PowerEdge R710, 2 Intel	14,043.38		TCXVH1	TCOMM	LEMS-0007	SERVER	DELL	POWER EDGE R710	192.168.109.12 -LEMS-SOLO1	
682-6902-538-35-00	12/23/2009	091472-5F	2	Data Backup Storage, Dell PowerEdge R610, 2 Intel Xeon	7,211.13		785VYH1	TCOMM	LEMS-0008	SERVER	DELL	POWER EDGE R610	192.168.109.13 /LEMS-SOLO1	
682-6902-538-35-00	12/23/2009	091472-5F	2	OS/360/3688 Storage Server, Dell PowerEdge R300, 1	3,685.03		TCXVH1	TCOMM	LEMS-0009	SERVER	DELL	POWER EDGE R300	192.168.109.15 /LEMS-1502	
682-6902-538-35-00	12/23/2009	091472-5F	2	Data Backup Server, Back up In/Range Site-Back Mount	3,398.06		785VYH1	TCOMM	LEMS-0010	SERVER	DELL	POWER EDGE R710	192.168.109.18 /LEMS-5501	
682-6902-538-35-00	12/23/2009	091472-5F	2	12 Bay Rack Enclosure			DBL3CX1	TCOMM	LEMS-0011	TAPE DRIVE	ABERDEEN	POWER VAULT		
682-6902-538-35-00	12/23/2009	091472-5F	2	APC Smart UPS 5000	3,000.00		LS9530012446	TCOMM	LEMS-0012	UPS	APC	SMART UPS R15000		
682-6902-538-35-00	4/16/2010	18753		APC Smart UPS R15000	3,255.00		NS0925006881	TCOMM	LEMS-0013	UPS	APC	SMART UPS R15000		
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0014	PDU			NEEDS HOMELAND SECURITY TAG	
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0015	PDU			NEEDS HOMELAND SECURITY TAG	
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0016	PDU			NEEDS HOMELAND SECURITY TAG	
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0017	PDU			NEEDS HOMELAND SECURITY TAG	
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0018	PDU			NEEDS HOMELAND SECURITY TAG	
682-6902-538-35-00	12/23/2009	091472-5F	2	PDU 12-Port				TCOMM	LEMS-0019	PDU			NEEDS HOMELAND SECURITY TAG	
682-0000-538-49-01	1/22/2009	09-012209		New World Computer Replacement: Dell OptiPlex 755	2,625.13		2,625.13	TCOMM	LEMS-0123	WORKSTATION DELL				
682-0000-538-49-01	9/25/2014	XJ1717W09		DELL Laptop	1,855.11		1,996.61 D5V0K12	TCOMM	LEMS-0130	LAPTOP PC	DELL			
682-0000-538-49-01	9/22/2010	10-092210		Cisco Fire Wall - Router ASA 5505	2,994.36		2,994.36 JMX1504Z159	TCOMM	LEMS-0139					
Property & Evidence Bar Coding (Inventory = 12)														
BAR CODE PACKAGE 1														
682-6902-538-35-00	12/23/2009	091472-5F	1	Mobile PDA Device	2,063.88		Y8B0V8	Lacey	LEMS-0023	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	1	Hand Held USB Scanner			1313492015	Lacey	LEMS-0067	HAND HELD SC/UNITECH			PA500-956-ACG	
682-6902-538-35-00	12/23/2009	091472-5F	1	Thermal Label Printer			80882884	Lacey	LEMS-0033	B/C LABEL PRIN SATO (DCS & LABELING)			CX-400 EX1	
682-6902-538-35-00	12/23/2009	091472-5F	1	Docking Station			5501491218	Lacey	LEMS-0052	DOCKING STATION UNITECH			5000-602115G (A)	NEEDS HOMELAND SECURITY TAG
682-6902-538-35-00	12/23/2009	091472-5F	1	Signature Pad			K961128	Lacey	LEMS-0104	SIGNATURE PAD TOPEZ			T-18K7355E-BH5B-R	
BAR CODE PACKAGE 2														
682-6902-538-35-00	12/23/2009	091472-5F	2	Mobile PDA Device	2,063.88		Y8C7B8	Lacey	LEMS-0077	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	2	Hand Held USB Scanner			1313492004	Lacey	LEMS-0088	HAND HELD SC/UNITECH			PA500-956-ACG	
682-6902-538-35-00	12/23/2009	091472-5F	2	Thermal Label Printer			80883129	Lacey	LEMS-0041	B/C LABEL PRIN SATO (DCS & LABELING)			CX-400 EX1	
682-6902-538-35-00	12/23/2009	091472-5F	2	Docking Station			5501399031	Lacey	LEMS-0051	DOCKING STATION UNITECH			5000-602115G (A)	NEEDS HOMELAND SECURITY TAG
682-6902-538-35-00	12/23/2009	091472-5F	2	Signature Pad			K961110	Lacey	LEMS-0104	SIGNATURE PAD TOPEZ			T-18K7355E-BH5B-R	
BAR CODE PACKAGE 3														
682-6902-538-35-00	12/23/2009	091472-5F	3	Mobile PDA Device	2,063.88		Y8C7B8	Lacey	LEMS-0078	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	3	Hand Held USB Scanner			1313492002	Lacey	LEMS-0069	HAND HELD SC/UNITECH			PA500-956-ACG	
682-6902-538-35-00	12/23/2009	091472-5F	3	Thermal Label Printer			80883108	Lacey	LEMS-0035	B/C LABEL PRIN SATO (DCS & LABELING)			CX-400 EX1	
682-6902-538-35-00	12/23/2009	091472-5F	3	Docking Station			5501399016	Lacey	LEMS-0074	DOCKING STATION UNITECH			5000-602115G (A)	NEEDS HOMELAND SECURITY TAG
682-6902-538-35-00	12/23/2009	091472-5F	3	Signature Pad			K961115	Lacey	LEMS-0110	SIGNATURE PAD TOPEZ			T-18K7355E-BH5B-R	
BAR CODE PACKAGE 4														
682-6902-538-35-00	12/23/2009	091472-5F	4	Mobile PDA Device	2,063.88		Y8C7B8	Lacey	LEMS-0076	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	4	Hand Held USB Scanner			1313492003	Lacey	LEMS-0060	HAND HELD SC/UNITECH			PA500-956-ACG	
682-6902-538-35-00	12/23/2009	091472-5F	4	Thermal Label Printer			80882883	Lacey	LEMS-0032	B/C LABEL PRIN SATO (DCS & LABELING)			CX-400 EX1	
682-6902-538-35-00	12/23/2009	091472-5F	4	Docking Station			5501491216	Lacey	LEMS-0054	DOCKING STATION UNITECH			5000-602115G (A)	NEEDS HOMELAND SECURITY TAG
682-6902-538-35-00	12/23/2009	091472-5F	4	Signature Pad			K961109	Lacey	LEMS-0105	SIGNATURE PAD TOPEZ			T-18K7355E-BH5B-R	
BAR CODE PACKAGE 5														
682-6902-538-35-00	12/23/2009	091472-5F	5	Mobile PDA Device	2,063.88		Y8C7AK	Lacey	LEMS-0079	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	5	Hand Held USB Scanner			1808491034	Lacey	LEMS-0065	HAND HELD SC/UNITECH			PA500-956-ACG	
682-6902-538-35-00	12/23/2009	091472-5F	5	Thermal Label Printer			80883039	Lacey	LEMS-0038	B/C LABEL PRIN SATO (DCS & LABELING)			CX-400 EX1	
682-6902-538-35-00	12/23/2009	091472-5F	5	Docking Station			5501399023	Lacey	LEMS-0072	DOCKING STATION UNITECH			5000-602115G (A)	NEEDS HOMELAND SECURITY TAG
682-6902-538-35-00	12/23/2009	091472-5F	5	Signature Pad			K961108	Lacey	LEMS-0106	SIGNATURE PAD TOPEZ			T-18K7355E-BH5B-R	
BAR CODE PACKAGE 6														
682-6902-538-35-00	12/23/2009	091472-5F	6	Mobile PDA Device	2,063.88		Y8C7B8	Lacey	LEMS-0083	HAND HELD REAL SYMBOL			LS2708	
682-6902-538-35-00	12/23/2009	091472-5F	6	Hand Held USB Scanner			1347493017	Lacey	LEMS-0066	HAND HELD SC/UNITECH			PA500-956-ACG	

RMS Consortium Asset List
As of December 31, 2014

EXHIBIT A
LERMS/COMM IGA - January 28, 2015

Account Number	Date of Invoice	Invoice #	V# Asset Description	Item Cost	Invoice Total	Serial Number	Location of Comments/Ad	Asset	Item Type	Manufacturer	Model Number	Notes
682-6902-538 35-00	12/23/2009	091472-SF	8 Thermal Label Printer	-	-	80823904	Olympia LERMS 0039	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	6 Docking Station	-	-	5501399011	Olympia LERMS 0070	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	6 Signature Pad	-	-	6961107	Olympia LERMS 0107	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 2: TENNO POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	7 Mobile PDA Device	2,063.88	2,063.88	YSB0V0	Tenno LERMS 0021	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	7 Hand Held USB Scanner	-	-	1347492012	Tenno LERMS 0061	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	7 Thermal Label Printer	-	-	80822840	Tenno LERMS 0042	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	7 Docking Station	-	-	5501399032	Tenno LERMS 0056	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	7 Signature Pad	-	-	6961114	Tenno LERMS 0103	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 3: TUMWATER POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	8 Mobile PDA Device	2,063.88	2,063.88	YSCTBR	Tumwater LERMS 0081	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	8 Hand Held USB Scanner	-	-	1315492010	Tumwater LERMS 0047	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	8 Thermal Label Printer	-	-	80823131	Tumwater LERMS 0030	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	8 Docking Station	-	-	5501399014	Tumwater LERMS 0071	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	8 Signature Pad	-	-	6961126	Tumwater LERMS 0126	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 4: TUMWATER POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	9 Mobile PDA Device	2,063.88	2,063.88	YSCTBR	Tumwater LERMS 0082	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	9 Hand Held USB Scanner	-	-	1315492009	Tumwater LERMS 0065	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	9 Thermal Label Printer	-	-	80823132	Tumwater LERMS 0031	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	9 Docking Station	-	-	5501399028	Tumwater LERMS 0073	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	9 Signature Pad	-	-	6961106	Tumwater LERMS 0108	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 10: YEMM POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	10 Mobile PDA Device	2,063.88	2,063.88	YSB0V4	Yemm LERMS 0020	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	10 Hand Held USB Scanner	-	-	1315492050	Yemm LERMS 0027	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	10 Thermal Label Printer	-	-	80823130	Yemm LERMS 0040	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	10 Docking Station	-	-	5501399033	Yemm LERMS 0049	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	10 Signature Pad	-	-	6961111	Yemm LERMS 0116	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 11: YEMM POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	11 Mobile PDA Device	2,063.88	2,063.88	YSB0V4	Yemm LERMS 0024	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	11 Hand Held USB Scanner	-	-	1805491035	Yemm LERMS 0026	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	11 Thermal Label Printer	-	-	80823069	Yemm LERMS 0037	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	11 Docking Station	-	-	5501491029	Yemm LERMS 0053	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	11 Signature Pad	-	-	6961113	Yemm LERMS 0117	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Bar Code Package 12: YEMM POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	12 Mobile PDA Device	2,063.88	2,063.88	YSCTBR	Yemm LERMS 0085	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	12 Hand Held USB Scanner	-	-	1315492014	Yemm LERMS 0064	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	12 Thermal Label Printer	-	-	80823883	Yemm LERMS 0075	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	12 Docking Station	-	-	5501491219	Yemm LERMS 0075	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	12 Signature Pad	-	-	6961125	Yemm LERMS 0120	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Quarter Master Package 1: YEMM POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	1 Hand Held USB Scanner	-	-	YSB0V4	Yemm LERMS 0025	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	2 Hand Held USB Scanner	-	-	1315492049	Yemm LERMS 0046	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	12 Thermal Label Printer	-	-	80822984	Yemm LERMS 0029	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	2 Docking Station	-	-	5501491027	Yemm LERMS 0055	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	2 Signature Pad	-	-	6961112	Yemm LERMS 0118	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Quarter Master Package 2: TUMWATER POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	1 Mobile PDA Device	2,063.88	2,063.88	YSB0V4	Tumwater LERMS 0022	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	2 Hand Held USB Scanner	-	-	1347493018	Tumwater LERMS 0062	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	2 Thermal Label Printer	-	-	80823107	Tumwater LERMS 0034	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	2 Docking Station	-	-	5501399030	Tumwater LERMS 0048	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	2 Signature Pad	-	-	6961105	Tumwater LERMS 0109	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	
Quarter Master Package 3: LACEY POLICE DEPARTMENT												
682-6902-538 35-00	12/23/2009	091472-SF	3 Mobile PDA Device	2,063.88	2,063.88	YSCTBR	Lacey LERMS 0080	BAR CODE REAL SYMBOL			LS2208	
682-6902-538 35-00	12/23/2009	091472-SF	3 Hand Held USB Scanner	-	-	1315492016	Lacey LERMS 0058	HAND HELD SC UNITECH			PAS500-956-ACG	
682-6902-538 35-00	12/23/2009	091472-SF	4 Thermal Label Printer	-	-	80823899	Lacey LERMS 0043	B/C LABEL PRIN SATO (DCS & LABELING)			CS-400 EX1	
682-6902-538 35-00	12/23/2009	091472-SF	4 Docking Station	-	-	5501491191	Lacey LERMS 0050	DOCKING STATI UNITECH			5000-602115G (A)	
682-6902-538 35-00	12/23/2009	091472-SF	4 Signature Pad	-	-	6961118	Lacey LERMS 0111	SIGNATURE PAT TORFX			T-1BKT755E-BHSB-R	

RMS Consortium Asset List
As of December 31, 2014

EXHIBIT A
LERMS/TCOMM IGA - January 28, 2015

Account Number	Date of Invoice	Invoice #	Y#	Asset Description	Item Cost	Invoice Total	Serial Number	Location of Asset	Asset	ditional Asset	Item Type	Manufacturer	Model Number	Notes
682-6902-538-35-00	12/29/2009	091472-SF	4	Mobile PDA Device	2,063.88		Y5C7AG		OLYMPIA	LERMS-0084	BAR CODE REAR SYMBOL		LS2208	
682-6902-538-35-00	12/29/2009	091472-SF	4	Hand Held USB Scanner			1315482013		OLYMPIA	LERMS-0089	HAND HELD 5C4 UNITECH		P4500 956-ACG	
682-6902-538-35-00	12/29/2009	091472-SF	3	Thermal Label Printer			80839070		OLYMPIA	LERMS-0086	B/C LABEL PRINT SATO (DCS & LABELING)		CA-400 EX1	
682-6902-538-35-00	12/29/2009	091472-SF	4	Docking Station			5501491226		OLYMPIA	LERMS-0057	DOCKING STATION UNITECH		5900-602115G (A)	
682-6902-538-35-00	12/29/2009	091472-SF	4	Signature Pad			K561127		OLYMPIA	LERMS-0127	SIGNATURE PAD TOPPEZ		T-18R755SE-RH08-R	
Mug Shot Workstation														
STORED @ TCOMM (was purchased for MISSOQUALITY JAN)														
682-6902-538-35-00	12/29/2009	091472-SF	2	Dell Mini-Tower Station	2,326.39		1W47GK1		A/TCOMM	LERMS-0088	MUGSHOT WOI DELL		OPTIPLEX 760	
682-6902-538-35-00	12/29/2009	091472-SF	2	Keyboard			CN-ORH659-73571-948-0688		A/TCOMM	LERMS-0089	KEYBOARD		L100	
682-6902-538-35-00	12/29/2009	091472-SF	1	Monitor			CN-CC2JMK-74445-948-AMGU		A/TCOMM	LERMS-0018	MONITOR		OC2JMK	
682-6902-538-35-00	12/29/2009	091472-SF	1	Video Camera			0432803		A/TCOMM	LERMS-0044	VIDEO CAMERA CAMCOR INC		SONY EVI-D100 DP	
Mug Shot Workstation														
682-6902-538-41-01	4/26/2011	34906	4	Dell Mini-Tower Station			151RHQ1 / Origiflex 380		B/ TUMWATER	LERMS-0115	MUGSHOT WOI DELL		OPTIPLEX 760	
682-6902-538-35-00	12/29/2009	091472-SF	2	Monitor			CN-CC2JMK-74445-948-AMMU		B/ TUMWATER	LERMS-0019	MONITOR		OC2JMK	
682-6902-538-35-00	12/29/2009	091472-SF	2	Video Camera			0432802		B/ TUMWATER	LERMS-0045	VIDEO CAMERA CAMCOR INC		SONY EVI-D100 DP	
Mug Shot Workstation														
682-6902-538-41-01	8/25/2011	40039	3	Dell Mini-Tower Station			J510F01 / Origiflex 780		C/LACEY	LERMS-0114	MUGSHOT WOI DELL		OPTIPLEX 760	
682-6902-538-41-01	4/26/2011	34906	4	Sony Camera			464201		C/LACEY	LERMS-0102	CAMERA		EVI-D100P	
682-6902-538-41-01	8/29/2011	40039	3	Mini-Tower Station			CN-OT1GOM-74261-135-04TC		C/LACEY	LERMS-0113	MONITOR		P1705b	
Mug Shot Workstation														
682-6902-538-35-00	12/29/2009	091472-SF	1	Dell Mini-Tower Station	2,326.39		1W466K1		D/ OLYMPIA	LERMS-0086	MUGSHOT WOI DELL		OPTIPLEX 760	
682-6902-538-35-00	12/29/2009	091472-SF	1	Keyboard			CN-ORH659-73571-948-04KT		D/ OLYMPIA	LERMS-0087	KEYBOARD		L100	
682-6902-538-41-01	8/29/2011	40039	3	Sony Camera			464255		D/ OLYMPIA	LERMS-0101	CAMERA		EVI-D100P	
682-6902-538-41-01	4/26/2011	34906	4	Monitor			CN-OT1GOM-74261-135-12TC		D/ OLYMPIA	LERMS-0112	MONITOR		P1705b	
Mug Shot Workstation														
682-6902-538-41-01	4/26/2011	34906	5	Sony Camera			464247		E/YELM	LERMS-0125	CAMERA		EVI-D100P	
Yelm is using their own computer & monitor for this workstation and did not receive the ones below, just the camera														
682-6902-538-41-01	4/26/2011	34906	5	Dell Mini-Tower Station			GBTH0K1				128 or 129		Item 8 on invoice along with multishot station #4, paid for 2 mugshot stations.	
682-6902-538-41-01	4/26/2011	34906	5	Monitor			CN-OT1GK1-74261				128 or 129			

LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the parties signatory to the Law Enforcement Records Management System intergovernmental agreement (i.e., the police departments of Lacey, Olympia, Tumwater, Tenino and Yelm and those public safety agencies that may become signatory while this Agreement is in force), hereinafter referred to as the "Consortium," and Thurston 9-1-1 Communications, hereinafter referred to as "TCOMM," for the purpose of securing services related to the hosting, operation and maintenance of the Consortium's computer hardware and software.

I. DURATION

This Agreement shall be for a period beginning on the date of signing and ending at 11:59 PM on December 31, 2014.

II. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which TCOMM hosts and manages the server, network connections to the server, applications and databases that comprise the Consortium's Law Enforcement Records Management System.

III. SCOPE

This Agreement extends only to the physical hosting of the Consortium's property and to the activities required to maintain and operate that property, as authorized by the Executive Board of the Consortium.

IV. TERMS AND CONDITIONS

A. General

1. The Consortium agrees to provide TCOMM with an ad hoc position on the Consortium's Executive Board for the duration of this Agreement.
2. The Executive Director of TCOMM (or designee) agrees to participate as an ad hoc member of the Consortium's Executive Board for the duration of this Agreement.
3. Changes to the Law Enforcement Records Management System intergovernmental agreement will not change the terms of this agreement.

B. Facility

1. TCOMM agrees to provide space that is environmentally appropriate for operation of the Consortium's hardware, which may include seismic protection and/or a secured location in the TCOMM network and telecom equipment room.

2. TCOMM agrees to house Consortium supplied uninterrupted power supply to the Consortium's hardware 24 hours a day, 365 days a year.
3. The Consortium members agree to maintain, at their expense, appropriate connectivity from their main stations to TCOMM. TCOMM is not responsible for any internal connectivity, e.g., satellite stations, etc. Individual Consortium member agencies are responsible for maintaining appropriate interdepartmental and intradepartmental connectivity.
4. TCOMM agrees to provide the availability of connectivity to the Law Enforcement Records Management System for the Thurston County Narcotics Task Force. Costs associated with connectivity from the Task Force's location to TCOMM shall be the responsibility of the Task Force.
5. TCOMM agrees to sole responsibility for management of routers and firewalls located at the TCOMM facility required to meet Federal/State security requirements, with the caveat that any equipment purchased solely with Consortium funds shall remain the property of the Consortium, and shall not be used for purposes other than those approved by the Consortium's Executive Board.
6. The Consortium members agree to be responsible for the purchase, installation, maintenance and security of any hardware required to complete connections at their respective agencies.
7. The Consortium members agree if a vendor needs physical access to TCOMM, that access must be coordinated in advance with TCOMM IT staff.

C. Personnel

1. TCOMM agrees to provide the services needed to maintain and service the Law Enforcement Records Management System (equivalent to one FTE or 2,080 hours annually). All of the services to be provided by TCOMM pursuant to this Agreement (see section IV.F.3), except for emergency support (see section IV.C.1.d), are to be performed for the amount approved in the annual budget process, including the following:
 - a. Application software upgrades, including operating systems of the servers and software maintenance, to include installation in test environment; testing new versions for problems and incompatibilities; and, with approval from the end users, loading into production. Consortium member agencies agree to participate in upgrade testing (including providing example documentation for identified problems) and signing off on loading into production in a timely manner.
 - b. Help desk functions will be performed using the telephone or TCOMM's help desk – work order software, whenever

practical, and will be available from the TCOMM location Monday – Friday, 8 AM to 5 PM, except Holidays.

c. Exceptions to the Monday through Friday 8 A.M. to 5 P.M. include the following:

i. Twenty-four (24) hour a day support for the NCIC link.

ii. Twenty-four (24) hour advance notification to all users on scheduled downtime.

d. Emergency, after-hours support for functions that TCOMM and the Consortium deem cannot wait for help desk response (e.g., system crashes, booking system errors that prevent processing, any catastrophic failure that affects an entire agency, or entire system etc.) will be available during all non-business hours, including evenings, weekends and holidays; Note: If IT assistance is needed at both TCOMM and the affected agency for troubleshooting each agency must provide emergency call out personnel. Agencies will use the following prior to initiating after-hours call out request:

i. Each Consortium member agency agrees that, before initiating an emergency support call-out to TCOMM, it will attempt to resolve the problem through their designated single point of contact.

ii. Each Consortium member agency agrees that emergency support call-outs to TCOMM will be initiated only by the agency's agency identified single point of contact (or a designee). The Consortium will provide TCOMM with a list of those persons empowered to act as "designees."

iii. The Consortium agrees to limit emergency support call-outs to events that impact critical daily operations (e.g., system crashes, booking system errors that prevent processing, catastrophic failure that affects an entire agency, or the entire system etc.) **Events involving non-critical operations, or issues affecting a single person, workstation, or where a valid workaround is identified, will be held until the next business day.**

e. Troubleshooting with software/hardware vendors will be limited to Monday – Friday, 8 AM to 5 PM, except Holidays. TCOMM will troubleshoot, refine documentation and make problem corrections, if possible. If not possible, TCOMM will submit problems to the vendor, track progress on the submitted requests and report progress to the users' group. The Consortium agrees for continuity of security and operations that TCOMM IT staff will be notified of any initial

trouble tickets filed with the vendor on system/software issues after system acceptance. TCOMM IT staff will notify appropriate consortium contacts when a vendor ticket is initiated by TCOMM.

f. Support for interfaces that are part of the joint purchase and on-going maintenance contracts entered into by the Consortium under the Intergovernmental Agreement. TCOMM agrees to support all software which resides on all thirteen (13) Consortium housed servers.

i. Replacement and support for software that is resident exclusively on Consortium PCs (and associated hardware replacement/support) will be completed by Consortium members' in-house staff.

ii. If additional contract support time from selected vendors is required, the time and materials costs will be considered as part of the approval process for new interfaces and/or modules.

g. Establish and maintain a working relationship with the in-house information services departments/employees of Consortium member jurisdictions for purposes of assuring coordination with jurisdictional information systems requirements, taking advantage of relevant local training opportunities and accessing backup resources, as needed.

h. Administrative support services necessary to carry out the activities specified in this Agreement, including, but not limited to attending relevant Consortium meetings, attendance at the annual Vendor Users' Conference, research of project ideas submitted by Consortium members, interfacing with contract vendors as the Consortium's agent (as needed), and advising the Consortium Executive Board (as needed).

2. If TCOMM elects to hire an employee to be its principal employee providing service under this Agreement, TCOMM agrees to involve a member of the Consortium in the selection process for hiring that employee (involvement in the selection process means participation in an interview panel or in some similar activity that provides an opportunity for input to the TCOMM administrative staff.)

3. TCOMM agrees to conduct software upgrades in a manner that reflects both best business practices, state/federal regulations, vendor requirements and the requirements of the Consortium. Major release upgrades will be negotiated and scheduled as a part of the annual budget development process (up to a maximum of one major upgrade per year). Normal operating and vendor supplied updates will occur on an on-going basis with the schedule

determined by TCOMM IT staff, after consultation with the steering committee.

D. Training

1. TCOMM agrees to train the appropriate IT staff person to operate and support the Consortium's hardware and software and will obtain approval for the costs of that conference in advance.

Base training includes the following:

a. Vendor required software administration and appropriate hardware/network training for housed deployment.

b. Vendor courses in database and applications administration.

2. TCOMM agrees to send, if needed, a staff member to the annual Vendor conference.

3. The Consortium agrees to pay for the following training in the first year of this Agreement.

a. Base training for approved courses for Consortium approved TCOMM IT staff;

b. Attendance at the Vendor's annual conference for a TCOMM staff member.

4. Both parties agree that training for TCOMM IT staff in future years will be negotiated as a part of the requirements to support the LERMS system; funds for training will be included in the LERMS budget and TCOMM will be reimbursed for any training costs approved by the Consortium.

E. Miscellaneous provisions

1. TCOMM agrees to attend Consortium meetings and to provide monthly operational update reports to the Consortium.

2. TCOMM and the Consortium agree that the Consortium, through its lead agency, maintains full ownership and control of the Consortium's property – i.e., all hardware, software (including software licenses) and maintenance/service agreements purchased or leased for use with the Law Enforcement Records Management System.

3. TCOMM agrees to advise the Executive Board of the Consortium on technical matters relating to the Law Enforcement Records Management System, including, but not limited to the following:

a. Hardware and software needs, specifications and costs;

b. Hardware and software purchase/lease contracts;

c. Hardware and software maintenance needs, specifications and costs;

d. Hardware and software maintenance contracts;

e. Training needs, specifications and costs;

f. Budget development input related to services either provided by, or proposed to be provided by TCOMM.

F. Budget

1. As identified in the agreed upon original proposal, TCOMM will receive funding for the equivalent of one IT Systems Administrator (2,080 hours annually) and the equivalent benefits to support the FTE position; approved equipment for one position; ARC GIS licensing; annual space rental based on Thurston County square footage charges; telephone/scan/internet connectivity costs agreed upon between TCOMM and the Consortium. All other budgetary requirements to support the Consortium's RMS system will be the responsibility of the Consortium and will not be co-mingled with TCOMM's finances. Any additional funding requirements will be presented by TCOMM to the Consortium for consideration and/or approval for funding. TCOMM will provide the Consortium an annual accounting of hours dedicated to support of LERMS at the completion of each calendar year.
2. The Consortium acknowledges that the annual budget is based on hosting of the Law Enforcement Records Management System whose members include: Olympia, Lacey, Tumwater, Tenino and Yelm. Additional public safety agencies that may become signatory to the Agreement while this Agreement is in force may require more TCOMM support, and therefore may require additional resources and funding to assure the same level of support.
4. TCOMM agrees to pay for the identified expenses (see Section IV.F.1) related to the operation of the Law Enforcement Records Management System received annually from the Consortium, as authorized in the budget approved by the Consortium's Executive Board. TCOMM agrees to remit payments on obligations in a manner that does not discredit the Consortium or its members.
5. The Consortium agrees to remit payments on obligations in a manner that does not discredit TCOMM or its members.
6. Based on a mutually agreed upon start date, of January 1, 2014, TCOMM will an invoice for the 2014 calendar year (excluding the approved Travel and Training which will be done on a reimbursement basis after attendance at the identified training to the Consortium's lead agency. The Consortium agrees to remit the amount due to TCOMM no later than sixty (60) days after receipt of the invoice.
7. TCOMM agrees to submit proposed annual service costs for the next calendar year, in writing, to the Consortium on or before June st 1 of each year this Agreement is in force, and agrees that the proposed service costs shall consist of the information identified in section IV.F and other expenses as approved during the budgeting process.
8. In December of each year this contract is in force, TCOMM agrees to deliver an invoice to lead agency of the Consortium for its

approved cost for the next calendar year, as determined by the Executive Board of the Consortium.

9. The Consortium agrees to remit the amount of the annual TCOMM invoice no later than January 31st of each year this contract is in force.

10. TCOMM agrees to submit invoices for costs for non-budgeted hardware/software purchased with the approval of the Consortium. to the Consortium's lead agency at least once per quarter, as needed. The Consortium agrees to remit payment on such invoices within thirty (60) days of receipt.

11. Both parties agree that adjustments to the approved budget and special assessments to member agencies are governed by the terms of the Law Enforcement Records Management System Intergovernmental Agreement. Specifically, the applicable terms of that Agreement are as follows:

" Special assessments

a. The Executive Board may authorize the following types of special assessments:

i. *Emergency assessments*: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.

ii. *Efficiency assessments*: To take advantage of circumstances that would directly lead to future savings.

iii. *Voluntary project assessments*: To permit one or more of the parties to acquire custom services.

iv. *New member assessments*: To vest new parties in co-ownership of property, equipment and software.

b. Emergency and efficiency assessments involving increases of no more than 5% of a party's regular assessment (for the year in which the special assessment is to occur) may be authorized by unanimous decision of the members of the Executive Board.

c. Emergency and efficiency assessments in excess of 5% of a party's regular assessment must be approved by the governing body of each of the parties.

d. Voluntary project assessments may be authorized at any time by unanimous decision of the members of the Executive Board.

i. Only those parties choosing to participate in the proposed project are subject to voluntary project assessments.

ii. The parties participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessments to the Executive Board for approval.

iii. The parties choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.

e. New party assessments apply only to new parties. The amount of new party assessments is determined by the Executive Board based on conditions at the time the new party applies for admission to this Agreement.

f. Special assessments are billed by the lead agency, as directed by the Executive Board. Special assessments are due within thirty (30) days of receipt of an invoice."

12. When TCOMM service costs are increased as a result of special assessments, or when a special assessment is made as the result of an increase in TCOMM service costs, TCOMM agrees to submit an invoice to the Consortium's lead agency for the amount of the increase.

13. The Consortium agrees to remit the amount specified on special assessment invoices thirty (30) days following receipt of the invoice from TCOMM.

14. The Consortium agrees TCOMM will be included as part of the decision making process regarding additional voluntary projects that are not in the scheduled work plan. If TCOMM is unable to work on the voluntary project due to demands beyond the 2,080 hour annual support level included in this Agreement, the requesting agency will submit their voluntary project request to TCOMM for input on staff time needed to assist an outside vendor and their recommendations on what would be needed to accomplish this project. If a decision is made to proceed with the voluntary project using an outside vendor, the member agency will include TCOMM IT in the selection process for the vendor. The member agency will be responsible for the costs of said vendor.

15. TCOMM agrees to work with the Consortium in a timely manner to assess future system needs and assist in the development of proposed annual operating costs for the next fiscal year.

16. The Executive Board of the Consortium agrees to approve an annual budget for the Law Enforcement Records Management System on or before July 1st of each year this Agreement is in force.

G. Security of records

As criminal justice system agencies, TCOMM and the members of the Consortium comply with State and Federal laws governing confidentiality and security of criminal history records.

1. Vendor Applications: Each jurisdiction in the Consortium shall designate one of its employees to perform user maintenance functions at the agency level only (including, but not limited to adding or deleting its employees from access to the System; assigning authority levels to its employees; and making changes in security for individuals from the jurisdiction. The Consortium member agencies agree to provide TCOMM with a list of their employees designated to perform user maintenance functions and further agrees that only persons so designated are empowered to perform such functions themselves or to authorize TCOMM to perform them.
2. Systems: The User agencies acknowledge and accept TCOMM's responsibility to suspend access to the System without prior notice upon detection, confirmation or notification of any unauthorized access. TCOMM will work with the member agency and their authorized IT/IS departments to attempt to resolve security issues to the satisfaction of TCOMM and the member agencies. Consortium members will be responsible for immediate notification of TCOMM IT staff if there is a breach of a member agency's security that may pose a a potential threat to TCOMM systems.
3. TCOMM agrees not to do any of the following without prior approval, in writing, from one of the Consortium agencies' employees designated to perform user maintenance functions:
 - a. Add or delete any person from the user list approved by the Consortium;
 - b. Alter security level at the agency level for any person approved by the Consortium;
 - c. Alter authority at the agency level for any person from the level approved by the Consortium.
4. The Consortium agrees that its members have sole responsibility for System security as it pertains to management of their facilities and personnel. Each Consortium member warrants that all of its personnel who are authorized to use the Law Enforcement Records System to work in the State ACCESS system are, and will remain, properly qualified.
5. The Consortium agrees that TCOMM shall not be held responsible for any illegal or unauthorized actions of the Consortium member agencies or their employees.
6. TCOMM agrees that it has sole responsibility for System security as it pertains to management of its facility and personnel. TCOMM warrants that all of its personnel who are authorized to use the Law Enforcement Records System to work in the State ACCESS system are, and will remain, properly qualified.
7. TCOMM agrees that the Consortium and its member agencies shall not be held responsible for any illegal or unauthorized actions of TCOMM or its employees.

H. Disaster Recovery

In the event of a natural or man-made disaster, both parties agree that the provisions of this Agreement may be temporarily suspended, as deemed necessary by TCOMM, to maintain the integrity and full operation of essential emergency services – e.g., the 9-1-1 telephone system and the regional computer-aided dispatch (CAD) system.

I. Policies

1. Both parties agree that the Executive Board of the Consortium is solely responsible for establishing policies related to operation of the Law Enforcement Records Management System.
2. The Executive Board of the Consortium agrees not to establish policies that do the following:
 - a. Violate any law, rule or regulation governing law enforcement records;
 - b. Violate sound business practices or applicable audit requirements;
 - c. Conflict with TCOMM operational policies.
3. TCOMM agrees 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 Law Enforcement Records Management System or control its property (hardware or software).
 - b. Violate any law, rule or regulation governing law enforcement records;
 - c. Violate sound business practices or applicable audit requirements.

V. AMENDMENTS

- A. Amendments to this Agreement that do not cause an increase in the approved annual budget may be made at any time by mutual agreement in writing by the parties.
- B. Amendments to this Agreement that would cause an increase in the approved annual budget may be made by mutual agreement in writing by the parties only in the following ways:
 1. Concurrent with the annual budget development and approval process (see Section IV, F 9-14);
 2. With prior approval of the governing board of each of the Consortium's member agencies.

VI. RENEWAL

- A. This Agreement will terminate December 31, 2014. Unless terminated or modified in writing, it shall automatically renew on January 1, 2015 and continue for subsequent one-year terms through December 31, 2016

B. The renewal agreement shall be signed by TCOMM's Executive Director and by the appropriate representatives of the governing boards of the Consortium's member agencies.

VII. TERMINATION

A. This Agreement shall terminate automatically at 11:59PM on December 31, 2014, unless renewed prior to that time, as specified in Section VI of this Agreement.

B. This Agreement may be terminated by mutual agreement of the parties at any time.

C. This Agreement may be unilaterally terminated by either party at the end of any calendar year, provided the party seeking termination indicates its intention to terminate the Agreement to the other party, in writing, no later than the end of business on the last day of June of the year in which termination is to occur.

D. On termination of this Agreement, the parties agree to the following:

1. TCOMM agrees to take no action that would cause the Law Enforcement Records Management System to be corrupted or damaged in any way, or that would impede the smooth and expeditious transition of service to another hosting, operation and maintenance agency/vendor.

2. The Consortium agrees to make the transition to a new hosting, operation and maintenance agency/vendor expeditiously and in a manner that causes minimal disruption both to TCOMM and to its member agencies.

VIII. INDEMNITY

A. 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.

IX. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

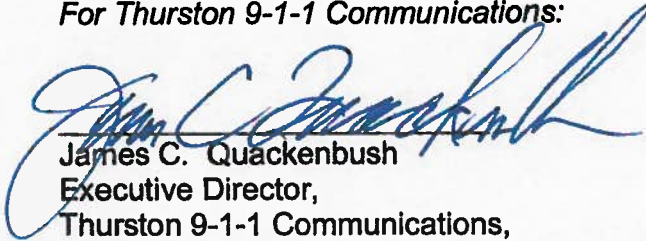
X. ENTIRE AGREEMENT

A. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Signature Page

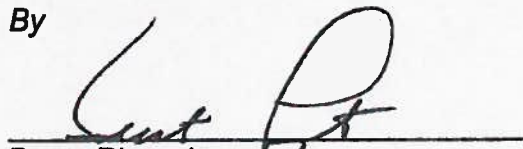
Signed this 26TH day of February, 2014, by:

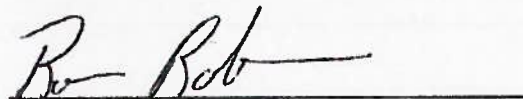
For Thurston 9-1-1 Communications:



James C. Quackenbush
Executive Director,
Thurston 9-1-1 Communications,
TCOMM

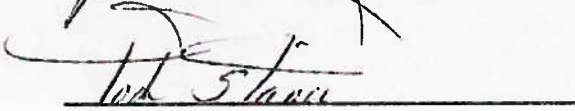
For the Consortium:

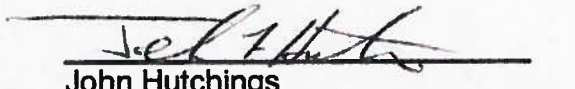
By


Dusty Pierpoint
Chief of Police, City of Lacey


Ronnie Roberts
Chief of Police, City of Olympia


John Stines
Chief of Police, City of Tumwater


Todd Stancil
Chief of Police, City of Yelm


John Hutchings
Chief of Police, City of Tenino

ORIGINAL

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to work together to manage criminal justice data on a regional basis; and

WHEREAS, it is in the best interest of the citizens of Thurston County for law and justice agencies in the County to cooperate and coordinate in the management of criminal justice data; and

WHEREAS, a regional approach to criminal justice data management promotes effective law enforcement, reduces cost and increases operational efficiencies; and

WHEREAS, this Agreement is made and entered into among the City of Lacey; City of Olympia; City of Tenino; City of Tumwater; and City of Yelm, hereinafter referred to as "the Parties," to provide a regional mechanism to manage law enforcement records.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

I. BACKGROUND AND PURPOSE

The cities of Lacey, Olympia, Tenino, Tumwater, and Yelm have aligned to implement, manage and maintain a regional Records Management System (the "System"). Achieving accurate and timely data sharing among the Member Agencies through a regional System is critical to providing excellent law enforcement services to the Cities' community members, residents and visitors. The purpose of this Agreement is to define the components related to the administration, as well as the financial arrangements of the System.

II. PARTICIPATING AGENCIES

A. Member Agencies - The participating police agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The original Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department.



B. Subscriber Agencies – Other criminal justice agencies may be granted access to specific features of the System for a fee or other valuable consideration. Such agencies shall be termed “Subscriber Agencies.” All subscriber agencies shall be admitted subsequent to the signing of this Agreement.

C. Additional public safety agencies may be included in the System as Member Agencies or Subscriber Agencies as provided in Section IX of this Agreement.

III. GOALS

A. The overall goal of the System is to share public safety information; increase operational efficiency via a reduction in data entry; and ease the process of accessing information. Additional goals of the System are to:

1. Improve officer and citizen safety;
2. Facilitate coordination and information sharing both internal and external to the participating agencies;
3. Improve crime analysis;
4. Enhance the ability and effectiveness of staff to perform their jobs;
5. Facilitate coordinated crime prevention and reduction;
6. Provide high levels of data security;
7. Provide an open, flexible and reliable technology base for the future;
8. Improve data quality and timeliness;
9. Increase work process efficiency;
10. Provide cost effective/economies of scale for all participating agencies;
11. Ensure quality client service for all participating agencies.

IV. INSTITUTIONAL ARRANGEMENT

A. The following outlines the governance arrangement and structure for managing and maintaining the System. The governance structure is depicted in Figure 1 below:

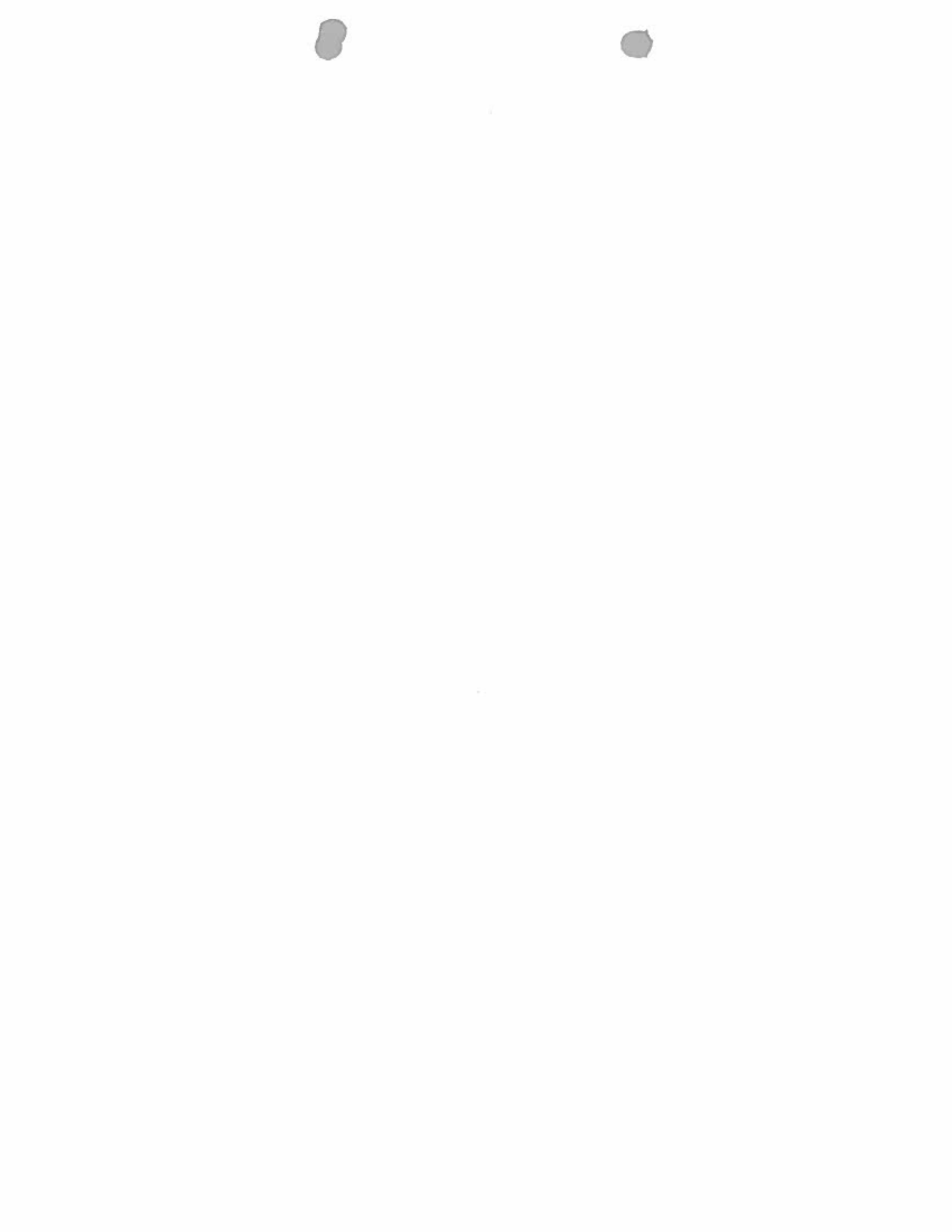




Figure 1

B. Executive Board - The parties to this Agreement create a joint board, known as the Executive Board, to govern the fiscal and administrative aspects of the System.

1. Composition - The Executive Board consists of the following voting Member Agency Representatives:

- a) The Lacey Chief of Police (or designee);
- b) The Olympia Chief of Police (or designee);
- c) The Tenino/Rainier/Bucoda Chief of Police (or designee);
- d) The Tumwater Chief of Police (or designee);
- e) The Yelm Chief of Police (or designee);
- f) The chief executive officer (or designee) of any future Member Agency.

2. Voting

- a) Each Member Agency representative is entitled to one vote on all System matters.
- b) Responsibilities - The Executive Board is responsible for the following:
 - i. Electing, at the first regular calendar meeting of each year, a member to serve as Chair for the year;



- ii. Making policy decisions related to the System and this Agreement;
- iii. Reviewing and approving the annual budget, capital expenditures and member and subscriber assessments under this Agreement;
- iv. Recommend the acquisition and disposal of personal property, capital equipment and software (including licenses for use thereof) on behalf of the parties to this Agreement;
- v. Oversee contracts on behalf of the parties to this Agreement;
- vi. Oversee service agreements related to the maintenance and operation of technology systems and software related to the Records Management System;
- vii. Selecting the Lead Agency and appointing members to the Users' and Technical Advisory Committees;
- viii. Assuring that the System and the use of any criminal records information contained therein comply with all applicable state, federal and local laws currently in effect, or as may hereafter be amended;
- ix. Establishing rules and regulations necessary to govern access to, security for, and operation of the System; and
- x. Conducting all other official business related to the System and this Agreement not otherwise assigned to the Lead Agency.

3. Meetings – The Executive Board will hold regular and special meetings in the following manner:

- a) The Executive Board will hold regular monthly meetings at times and locations to be determined by the Board.
- b) The Board may schedule special meetings at any time at the request of the Chair or two or more member agencies.
- c) A quorum is required for regular and special meetings. Attendance by a majority of the members of the Board (or their designees) is required for a quorum.
- d) All meetings will be conducted by the Chair (or designee) according to an agenda, which is distributed in advance, and minutes of actions taken will be kept.



e) If an Executive Board member is unable to attend a meeting, the Board member will notify the Board chair of his or her absence in advance of the meeting and send a designee in his or her place who has the knowledge and authority to act on meeting items and business.

4. Non-voting members – The chief executive officers (or designees) of Subscriber Agencies are granted ad hoc, non-voting membership on the Executive Board.

C. Lead Agency – The Executive Board will designate one of its member agencies to serve as the Lead Agency.

1. Responsibilities – The Lead Agency is responsible for the following on behalf of the Executive Board:

a) Serving as the temporary custodian of property, equipment and software related to the System on behalf of the parties in this Agreement;

b) Maintaining, on behalf of the parties, contracts, leases, titles, licenses and registrations related to the System on behalf of the parties to this Agreement;

c) Serving as the parties' fiscal agent for all business functions related to the System on behalf of the parties to this Agreement;

d) Maintaining and accounting for all funds related to the System separate from the Lead Agency's operating funds;

e) Providing grant management oversight related to the System on behalf of the Member Agencies;

f) Coordinating with the Executive Board Chair to set meeting agendas, ensure minutes are taken and provide other administrative duties related to the Executive Board; and

g) Serving as a liaison between the System Administrator, Vendor and Member Agencies.

2. Term – The Lead Agency serves at the pleasure of the Executive Board under the following terms and conditions:

a) The standard term of the Lead Agency is three (3) calendar years.

b) The Lead Agency will be selected among the parties by a majority vote of the Executive Board on or before January 1st of every third year, beginning in the year 2009.



- c) The Lead Agency may be selected to consecutive terms.
- d) The Lead Agency may be changed in the following ways:
 - i. By majority vote of the Executive Board, at the end of a standard three-year term;
 - ii. By majority vote of the Executive Board for a change to take place on January 1st of any calendar year that is not the end of a standard three-year term, provided the incumbent Lead Agency is given no less than ninety (90) days notice.
- e) A party may decline selection as Lead Agency, if providing the services required of the Lead Agency would constitute a hardship.

D. The Users' Committee – A Users' Committee serves as an advisory body to the Executive Board on operational issues related to the System.

1. Composition, Powers and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee.
- b) The Powers of the Users' Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;
 - ii. Deciding group procedural issues; and
 - iii. Identifying operational issues and determining solutions to operational problems.
- c) The Users' Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Users' Committee is responsible for the following:

- a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;
- b) Addressing operational issues related to the System;
- c) Researching and testing new products and making recommendations to the Executive Board;



- d) Advising and assisting the Executive Board with questions or specific advice sought on operational issues related to the System;
- e) Providing input to the proposed budget for each calendar year; and
- f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings

- a) The Users' Committee will hold regular and special meetings in the following manner:
 - i. The Users' Committee will hold regular monthly meetings at times and locations to be determined by the Committee;
 - ii. The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;
 - iii. A quorum is required for regular and special meetings. Attendance by a majority of the Committee (or their designees) is required for a quorum;
 - iv. Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

E. The Technical Advisory Committee – A Technical Advisory Committee serves as an advisory group to the Executive Board on technical issues related to the System.

1. Composition, Powers, and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee.
- b) The Powers of the Technical Advisory Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;



- ii. Deciding group procedural issues; and
 - iii. Identifying technical issues and recommending solutions to technical problems.
- c) Issues that are regional (i.e. affecting all Member/Subscriber Agencies), affect system operations, require additional funding, or change existing department or regional policies will be raised to the Executive Board prior to recommendations or solutions being implemented.
- d) The Technical Advisory Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Technical Advisory Committee is responsible for the following:

- a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;
- b) Addressing technical issues related to the System;
- c) Researching and testing new products and making recommendations to the Executive Board;
- d) Advising and assisting the Executive Board with questions or specific advice sought on technical issues related to the System;
- e) Providing input to the proposed budget for each calendar year; and
- f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings – The Technical Advisory Committee will hold regular and special meetings in the following manner:

- a) The Technical Advisory Committee will hold regular monthly meetings at times and locations to be determined by the Committee. Meetings shall be scheduled in a manner that permits timely communication with the Executive Board;
- b) The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;
- c) A quorum is required for regular and special meetings. Attendance by a majority members of the Committee (or their designees) is required for a quorum;



d) Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

V. OPERATION

A. Infrastructure Hosting, Maintenance, and Support

1. System infrastructure includes all servers required for System functionality as determined during System procurement and update processes, as well as the network that allows Member and Subscriber Agency connectivity to the Server (s). It also includes connections from the System servers to designated State of Washington systems, including, but not limited to ACCESS/NCIC/WACIC servers.
2. The Executive Board may employ whatever means it deems necessary to assure the continuous operation of the System, including, but not limited to hiring independent contractors, contracting with an external vendor/agency to provide hosting, operation and maintenance service, or utilizing employees on "loan" from Member Agencies.
3. Infrastructure hosting, maintenance and support responsibilities include the following:
 - a) Ensuring the System network is operational and functioning;
 - b) Supporting the ACCESS/NCIC/WACIC link around the clock;
 - c) Troubleshooting network connectivity issues;
 - d) Participating on the Technical Advisory Committee as an ad hoc member;
 - e) Guaranteeing that appropriate safeguards on the security of the data contained in the System; and
 - f) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.

B. System Administration

1. It is agreed that a System Administrator who is knowledgeable in law enforcement operations is necessary to provide application support at the functional level.
2. The Executive Board may structure the System Administrative functions in the manner that it sees fit, including, but not limited to, hiring independent contractors or utilizing employees from Member Agencies. The Executive Board will cause the Lead Agency to enter into a contract with an



organization to provide continuous operation, administration and maintenance services for the System.

3. The System Administrator is responsible for the following:
 - a) Application support at the agency level;
 - b) Managing code tables, security profiles, and system configuration;
 - c) Maintaining and managing System day-to-day operations;
 - d) First-level troubleshooting of issues related to application functionality;
 - e) Coordinating with System Administrators at each Member and Subscriber Agency;
 - f) Working with the vendor on System issues, service, and upgrades;
 - g) Participating in the Users' and Technical Advisory Committees; and
 - h) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.
4. The Executive Board will determine the appropriate compensation structure for the System Administrator each year as part of the budget process. If the System Administrator is "on loan" from a Member Agency, the Member Agencies will compensate the Member Agency from the Law Enforcement Records Management System Fund commensurate with the employee's regular salary.

C. Term - On or before June 30th of each year, the Executive Board will assure that provisions are made for system administration and hosting, operating and maintaining the System for the next calendar year.

VI. FINANCIAL ARRANGEMENT

A. Financial Management

1. The Lead Agency serves as the primary fiscal agent for the parties for matters related to this Agreement. As such, the Lead Agency will manage all funds and conduct business on behalf of the parties for matters related to this Agreement.
2. All monies designated for operation of the System and related business, including but not limited to any regular or special assessments contributed by the parties as set forth below, grant funds received for the parties use hereunder, any public or private donations to the parties and any other



income intended for the conduct of business under this Agreement will be deposited in a special fund.

3. The Law Enforcement Records Management System Fund will be used exclusively for the conduct of business under this Agreement.

4. Monies in the Fund will not be co-mingled with funds from any other source.

B. Budget

1. The Lead Agency, with input from the Users' Committee, Technical Advisory Committee, and System Administrator will prepare a proposed annual budget for consideration by the Executive Board.

2. The proposed budget is submitted to the Executive Board for review on or before June 30th of each year.

3. The Executive Board approves an annual budget for the following calendar year on or before July 31st of each year.

C. Assessments

1. Regular Assessments

a) Each party is assessed a share of the adopted calendar-year budget. This share is the regular assessment.

b) The regular assessment for each party is determined in the following manner:

i. The total population of all Member and Subscriber Agencies is calculated by adding together the current year population estimates for the parties as determined by the Thurston Regional Planning Council and published in the most current edition of The Profile.

ii. The current year population of each Member and Subscriber Agency (based on the most current edition of The Profile) is calculated as a percentage of the total population of the member agencies.

iii. The Member or Subscriber Agency's assessment is computed by multiplying the approved budget, less any funds derived from grants, donations or other sources that are not designated for special uses, by the party's population percentage.



c) Regular assessments are determined during the annual budget process and are approved by the Executive Board as a part of that process.

d) Regular assessments will include a 10% reserve for system, software and hardware upgrades and replacement.

e) Regular assessments are billed by the Lead Agency in December of each year and are due on or before the following January 31st.

2. Special Assessments

a) The Executive Board may authorize the following types of special assessments:

i. Emergency Assessments: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.

ii. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.

iii. Voluntary Project Assessments: To permit one or more of the parties to acquire custom services.

iv. New Member Assessments: To vest new parties in co-ownership of property, equipment and software.

b) Emergency and efficiency assessments in excess of 5% of an agencies' regular assessment (for the year in which the special assessment is to occur) must be authorized by unanimous decision of the members of the Executive Board.

c) Emergency and efficiency assessments in excess of 5% of a regular assessment must be approved by the governing body of each of the agencies.

d) Voluntary project assessments may be authorized at any time by unanimous decisions of the Member Agencies of the Executive Board.

i. Only those parties choosing to participate in the proposed project are subject to voluntary project assessments.



ii. The parties participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessment to the Executive Board for approval.

iii. The parties choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.

e) New Party Assessments apply only to new parties. The amount of the new party Assessment is determined by the Executive Board based on conditions at the time the new Party applies for Admission to the Agreement.

f) Special Assessments are billed by the Lead Agency, as directed by the Executive Board. Special Assessments are due within thirty (30) days of receipt of an invoice.

3. Grants and Donations

a) The Executive Board may authorize application for and receipt of funds from grants, foundations or private donors. Any grant application will be made in the name of the Lead Agency, on behalf of the parties.

b) The Executive Board may request the Lead Agency to designate a staff member from the Lead Agency to be responsible for assuring management oversight of grants on behalf of the parties.

VII. PROPERTY, EQUIPMENT AND SOFTWARE

A. All property, equipment, software and supplies acquired through the expenditure of the Member and Subscriber Agencies' funds, and all property, equipment, software and supplies donated for use by the Agencies subsequent to the date of the Agreement will be controlled by the Executive Board and remain the exclusive joint property of the parties for as long as this Agreement remains in effect.

B. All property, equipment and supplies loaned to the parties collectively for the purposes of this Agreement at any time by any individual party or other entity will be subject to control by the Executive Board while on loan, but will remain the property of the other entity or party providing the loan.

C. On the termination of this Agreement, the property, equipment, software and monies acquired hereunder will be liquidated and distributed to the parties in proportion to each party's contribution during the term of this Agreement, as determined by the Executive Board.

D. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed



solely by that member will be returned to that party within ninety (90) days following the date of the party's withdrawal.

E. Property, equipment and software not contributed solely by one party for which a title, license or registration is issued will have that title, license or registration issued in the name of the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency on behalf of all of the parties. Contracts, leases and documents by any other name or designation that legally bind the parties will be issued in the name of the Lead Agency on behalf of the parties at the time the contract, lease or other document is executed. The Lead Agency will manage such contracts, leases and other documents on behalf of the other parties.

F. Property, equipment and software with a value in excess of \$500.00 for which no documentation is issued will be inventoried by the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency for all of the parties.

VIII. DISPUTE RESOLUTION

A. Mindful of the high cost of litigation, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the Executive Board is not able to resolve any controversy or dispute related to this contract.

B. If a dispute develops between the parties to this contract, the parties will submit to mediation to address any controversy or claim arising out of, or relating to this contract or other changes or addendums to this contract. The parties shall be bound by the terms and conditions as set forth in the settlement agreement that is executed by the parties. All parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

IX. ENTRY AND EXIT MECHANISM

A. Entry Mechanism

1. Additional Subscriber and Member Agencies may be admitted to this Agreement by the Executive Board. The governing board of any new Member Agency must become signatory to this Agreement.

2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission.

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section V.B.1.

4. The Executive Board shall set new subscriber agency regular assessments at the time the Subscriber Agency joins.



B. Exit Mechanism - Any party to this Agreement may withdraw from the Agreement at the end of any calendar year, provided a notice of intent to withdraw is given to the other parties, in writing, no less than six (6) months prior to the proposed date of withdrawal.

1. Withdrawal from this Agreement will not remove any party from responsibility for financial obligations that were created while a party that remain unpaid at the time of withdrawal, including but not limited to the withdrawing party's share of the current annual or special assessments or the purchase/lease cost of equipment, etc., purchased prior to the party's withdrawal.

2. No compensation of any kind, including refunds of annual or special assessment or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any party until termination of this Agreement.

C. Protection of Data - The Executive Board will assure that an agency withdrawing from this Agreement is provided with a true and complete copy, in the software format currently in use by the System, of its law enforcement data contained in the System as of 12:00 p.m. on the day prior to the day of withdrawal.

1. The withdrawing party is responsible for paying the entire cost of producing the final copy of its data.

2. On receiving notice that a party is withdrawing, the Executive Board will direct the Lead Agency to issue an invoice to the withdrawing party for the cost of producing a final copy of the withdrawing party's data.

3. The final copy of a withdrawing party's data will be produced and made available to the withdrawing party on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.

X. AMENDMENT OR VARIATION TO THE AGREEMENT

This Agreement may be amended at any time. Amendments will be in writing, and will be in force on approval by the governing bodies of all of the parties and recording with the Thurston County Auditor's Office.

XI. REVIEW PROVISIONS AND/OR SUNSET CLAUSE

A. Termination - This Agreement may be terminated at the end of any calendar year by the Executive Board, provided such action is taken on or before June 30th of the year prior to termination.

B. Duration - This agreement will remain in effect until one of the following occurs:

1. Approval of dissolution by each Member Agency's governing body; and



2. Recording of the dissolution by the Thurston County Auditor's Office.

C. Protection of Data

1. The Executive Board will assure that, at the time of termination of this Agreement, each party is provided with a complete copy of its law enforcement data contained in the System. Such copy will be provided to each party in the software format currently in use by the Lead Agency. Upon termination, final copies of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.

2. The Executive Board will assure that, at the time of termination, a complete and unaltered copy of the data contained in the System at the time of termination is archived. The Lead Agency at the time of termination will, on behalf of the parties, retain said archived copy of data, consistent with the State Archivist's retention schedule for such data. The archive copy of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.

XII. INDEMNITY

Each party to this Agreement will 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 will 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 will be levied in proportion to the percentage of negligence attributable to each party and each party will 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.

XIII. JURISDICTION AND VENUE

- A. This Agreement has been and will be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance.

- B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIV. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.



B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

XV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

XVI. EFFECTIVE AFTER POSTING

This Agreement shall be effective after signature by all parties and subsequent to being listed by subject on the website of the City of Lacey.



SIGNATURE PAGES

Dated this day and date set opposite the signature of each party.

CITY OF LACEY

BY: 
Greg J. Cuioio, City Manager

Date 7-28-08

Approved as to form:


Kenneth R. Ahlf, Lacey City Attorney

CITY OF OLYMPIA

BY: 
Doug Mah, Mayor

Date 7/15/08

Approved as to form:

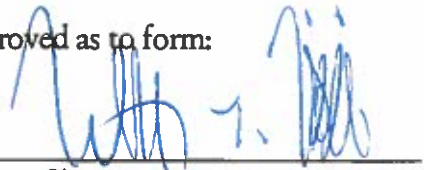

Tom Morrill, Olympia City Attorney

CITY OF TENINO

BY: 
Kenneth A. Jones, Mayor

Date 4-22-09

Approved as to form:


Tenino City Attorney

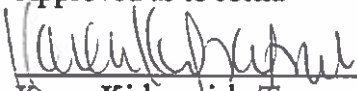


CITY OF TUMWATER

BY: 
Ralph Osgood, Mayor

Date 12-23-08

Approved as to form:


Karen Kirkpatrick, Tumwater City Attorney

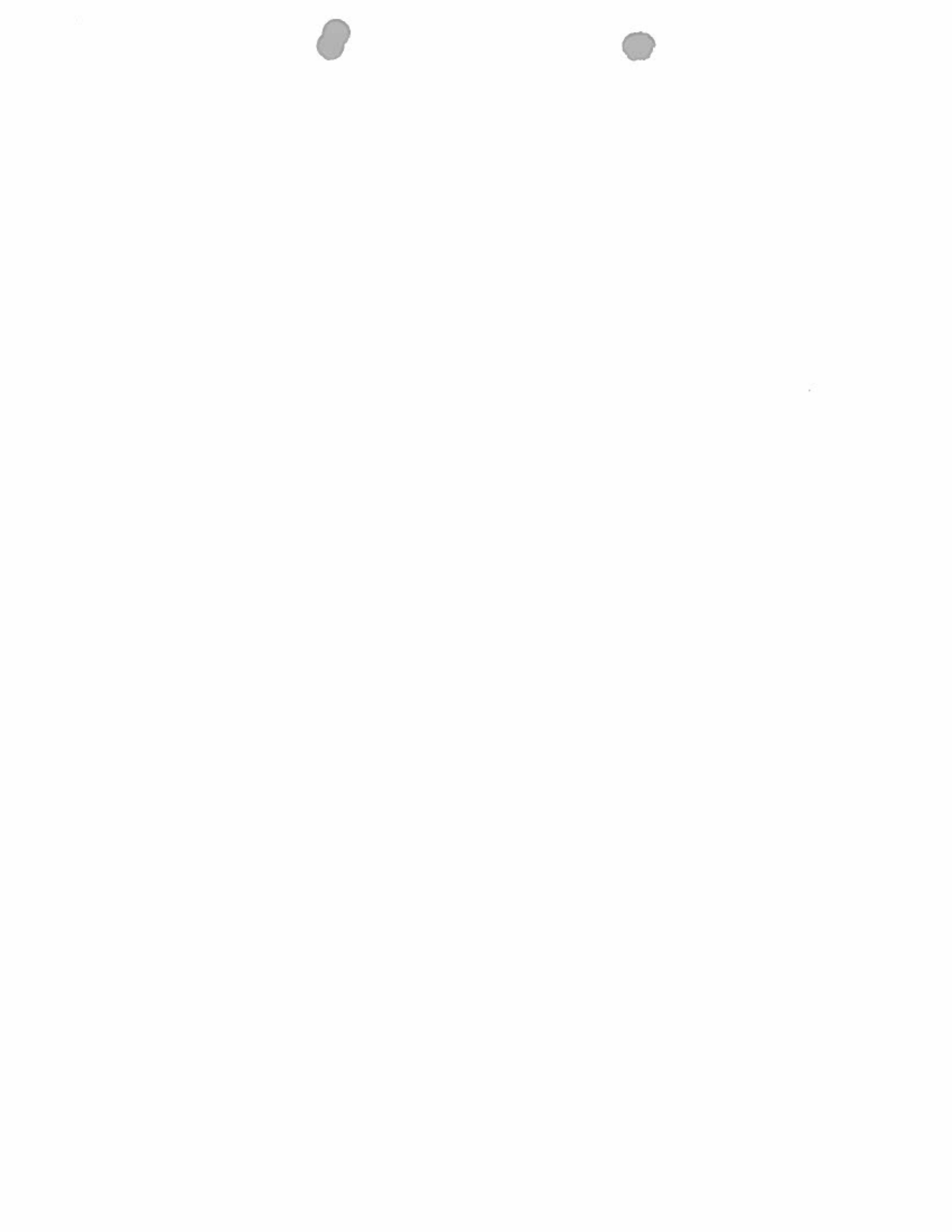
CITY OF YELM

BY: 
Ron Harding, Mayor

Date 8/25/08

Approved as to form:

Yelm City Attorney



Purpose:

The cities of Lacey , Olympia, Tumwater, Yelm and now Tenino have had a long standing partnership sharing a law enforcement records management system . This agreement has been updated, and Tenino has been added. Achieving accurate and timely data sharing among member agencies through a regional records management system is critical to providing excellent law enforcement services to the cities, community members, residents, and visitors. The purpose of this agreement is to define the components related to the administration and financial arrangement of the system.

Please direct questions or comments to Commander John Suessman of the Lacey Police Department at supportservices@ci.lacey.wa.us



DUPLICATE
ORIGINAL

C 2004-008

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RECORDS MANAGEMENT**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to work together to manage criminal justice data on a regional basis; and

WHEREAS, it is in the best interest of the citizens of Thurston County for law and justice agencies in the County to cooperate and coordinate in the management of criminal justice data; and

WHEREAS, a regional approach to criminal justice data management promotes effective law enforcement, reduced costs and operational efficiency; and

WHEREAS, this Agreement is made and entered into by and among the Thurston County cities of Lacey, Olympia, Tumwater and Yelm to provide a regional mechanism to manage law enforcement records; and

WHEREAS, the parties have successfully completed eight years as partners in this joint effort;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

I. PURPOSE

It is the purpose of this Agreement to provide, an effective and efficient law enforcement data management system for the parties' police, jail and court use.

II. GOVERNANCE

The parties to this Agreement hereby create a joint board, known as the "Executive Board" to govern the fiscal and administrative aspects of joint law enforcement records management.

A. Executive Board

1. The Executive Board shall consist of the following regular, voting members:
 - a. Lacey Chief of Police (or designee);
 - b. Olympia Chief of Police (or designee);

- c. Tumwater Chief of Police (or designee);
 - d. Yelm Chief of Police (or designee).
 - e. The chief executive officer of any public safety agency subsequently admitted to membership in this Agreement (or designee).
2. Each year at its first regular meeting, the Executive Board shall elect a regular member to serve as Chair.
3. The Executive Board shall be responsible for the following:
- a. Making policy decisions related to the Law Enforcement Records Management System and this Agreement;
 - b. Reviewing and approving the annual budget, capital expenditures and member assessments under this Agreement;
 - c. Acquiring (by purchase, lease or rental), holding and disposing of personal property, capital equipment and software (including licenses for use thereof) on behalf of the parties to this Agreement;
 - d. Entering into contracts and or leases on behalf of the parties to this Agreement
 - e. Drafting, executing and overseeing service agreements related to maintenance and operation of computer equipment and software.
 - f. Selecting the lead agency and appointing members to the Users' Group;
 - g. Conducting all other official business related to the Law Enforcement Records Management System and this Agreement.
 - h. Assuring that the Law Enforcement Records Management System and the use of any Criminal History Records Information contained therein comply with all applicable State, Federal and local laws currently in effect, or as may hereafter be amended;
 - i. Establishing such rules and regulations as may be necessary to govern access to, security for and operation of the Law Enforcement Records Management System.

4. The following persons shall serve as ad hoc, non-voting members of the Executive Board:

- a. The Director of CAPCOM (or designee);
- b. A representative of the vendor/agency contracted to provide hosting, operation and maintenance service for the Law Enforcement Records Management System.
- c. Directors of the member agencies' information services functions (or their designees).
- d. The Chair of the Users' Group (or designee).

5. Meetings

- a. The Executive Board shall hold regular meetings quarterly at dates, times and locations determined by the Board;
- b. The Board may schedule special meetings at any time at the request of the Chair or two or more regular members.
- c. A quorum is required for regular and special meetings. Attendance by half of the regular members of the Board (or their designees) is required for a quorum.
- d. All meetings shall be conducted according to an agenda and minutes of actions taken shall be kept.
- e. Meetings shall be conducted by the Chair (or designee).
- f. The Chair shall prepare meeting agendas and distribute them to regular and ad hoc members of the Board in advance of each regular and special meeting.
- g. The Chair shall assure that minutes are taken at all meetings.

B. Lead agency

- 1. The Executive Board designates one of its member agencies to serve as the lead agency for the following purposes:

- a. Serving as the temporary custodian of property, equipment and software, and as the holder of contracts, leases, titles, licenses and registrations on behalf of the parties to this Agreement;
 - b. Serving as the parties' fiscal agent for all business functions related to the Law Enforcement Records Management System and this Agreement.
 - c. Providing grant management oversight on behalf of the parties.
 - d. Other tasks as may be mutually agreed upon by the Executive Board and the lead agency.
2. The lead agency serves at the pleasure of the Executive Board, under the following terms and conditions:
- a. The standard term of the lead agency is three (3) calendar years.
 - b. The initial lead agency under this Agreement is the City of Olympia, which shall serve in that capacity for a term beginning on the date this agreement is filed with the Thurston County Auditor and ending December 31, 2006.
 - c. Subsequently, the lead agency shall be selected from among the parties by a majority vote of the Executive Board on or before January 1st of every third year, beginning in the year 2006 (i.e., the second lead agency shall be selected on or before January 1, 2006, and shall serve for calendar years 2006-2008).
 - d. The lead agency may be selected to consecutive terms.
 - e. The lead agency may be changed in the following ways:
 - i. By majority vote of the Executive Board, at the end of a standard three-year term;
 - ii. By majority vote of the Executive Board, for a change to take place on January 1st of any calendar year that is not the end of a standard three-year term, provided the incumbent lead agency is given no less than ninety (90) days notice.
 - f. A party may decline selection as lead agency, if providing the services required of the lead agency would constitute a hardship.

C. The Users' Group

1. Each party to this Agreement shall appoint one person to serve as his/her designated, voting representative to the Users' Group.
2. Each calendar year, at the first meeting of the year, the Users' Group shall elect a Chair from among the voting members.
3. The User's Group shall be responsible for the following:
 - a. Providing technical oversight of the Law Enforcement Records Management System;
 - b. Advising the Executive Board on technical and operational issues;
 - c. Troubleshooting technical and operational problems;
 - d. Researching and testing new products and making recommendations to the Executive Board;
 - e. Advising the Executive Board on the selection of hardware, software and service vendors;
 - f. Serving as liaison with hardware, software and service vendors on behalf of the Executive Board.
 - g. Developing, in conjunction with the vendor/agency providing hosting, operation and maintenance services to the parties, a proposed budget for each calendar year, and delivering the proposed budget to the Executive Board for review, modification and approval on or before June 1st of each year.
 - h. Engaging in such other tasks as may be assigned by the Executive Board.
4. The powers of the Users' Group are specifically limited to making recommendations to the Executive Board; deciding Group procedural issues; and determining solutions to technical and operational problems. The Users' Group is not empowered to commit or expend funds, except as directed by the Executive Board, or make personnel decisions.

5. Ad hoc, non-voting members of the Users' Group

- a. The agency/vendor currently providing hosting, operation and maintenance service to the parties may provide one or more ad hoc representatives to the Users' Group.
- b. Each party that has an information services unit or department may appoint ad hoc representatives from that unit or department to the Users' Group.

6. Meetings

- a. The Users' Group shall meet monthly at dates, times and locations determined by the representatives.
- b. The Users' Group may schedule special meetings at any time at the request of the Chair or two or more voting representatives.
- c. A quorum is required for regular or special meetings. Attendance of half of the voting representatives (or their designees) is required for a quorum.
- d. Meetings of the Users' Group shall be conducted according to the agenda, and official meeting notes shall be kept.
- e. The Chair shall prepare meeting agendas and distribute them to voting and ad hoc representatives of the Group in advance of each regular and special meeting.
- f. The Chair shall appoint a member of the Group to take meeting notes at each regular and special meeting.

III. ADMISSION OF NEW MEMBERS

- A. Other Thurston County public safety agencies may be admitted to this Agreement by mutual consent of the current members. New members must become signatory to this Agreement and must agree to and comply with such other terms and conditions as may be agreed upon by all parties at the time of admission.
- B. When new members are added, an addendum to this Agreement shall be approved by the governing bodies of all of the member jurisdictions and recorded with the Thurston County Auditor's Office.

IV. FISCAL MANAGEMENT

- A. The lead agency serves as the primary fiscal agent for the parties for matters related to this Agreement. As such, the lead agency shall manage all funds and conducts business on behalf of the parties for matters related to this Agreement.

- B. All monies designated for operation of the Law Enforcement Records Management System and related business, including but not limited to any regular or special assessments contributed by the parties as set forth below, grant funds received for the parties use hereunder, any public or private donations to the parties (or any of them) and any other income intended for the conduct of business under this Agreement shall be deposited in a special fund.
 - 1. The special fund shall be entitled the "*Law Enforcement Records Management System Fund.*"
 - 2. The Law Enforcement Records Management System Fund shall be proprietary, reserved exclusively for the conduct of business under this Agreement.
 - 3. Monies in the Fund shall not be co-mingled with funds from any other source.

- C. Budget
 - 1. The Users' Group, with input from the agency providing hosting, operation and maintenance services, shall prepare a proposed annual budget for consideration by the Executive Board.
 - 2. The proposed budget is submitted to the Executive Board for review on or before June 1st of each year.
 - 3. The Executive Board approves an annual budget for the following calendar year on or before July 1st of each year.

- D. Assessments
 - 1. Regular assessments
 - a. Each party is assessed a share of the adopted calendar-year budget. This share is the "regular assessment."

- b. The regular assessment for each party is determined in the following manner:
 - i. The total population of the all parties to this Agreement is calculated by adding together the current year population estimates for the parties as determined by the Thurston Regional Planning Council and published in most current edition of The Profile.
 - ii. The current year population of each party (again from most current edition of The Profile) is calculated as a percentage of the total population of the parties (as described in "i").
 - iii. A party's regular assessment is computed by multiplying the approved budget, less any funds derived from grants, donations or other sources that are not designated for special uses, by the party's population percentage (as described in "ii").
 - c. Regular assessments are determined during the annual budget process, and are approved by the Executive Board as a part of that process.
 - d. For the initial year of this Agreement (2004), the regular assessments are as follows:
 - i. Lacey - 35% (\$75,182.10)
 - ii. Olympia - 47% (\$100,958.82)
 - iii. Tumwater - 14% (\$30,072.84)
 - iv. Yelm - 4% (\$8,592.24)
 - e. Regular assessments are billed by the lead agency in December of each year, and are due on or before the following January 31st.
2. Special assessments
- a. The Executive Board may authorize the following types of special assessments:
 - i. *Emergency assessments:* To meet unanticipated, mid-year

emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.

- ii. *Efficiency assessments:* To take advantage of circumstances that would directly lead to future savings.
 - iii. *Voluntary project assessments:* To permit one or more of the parties to acquire custom services.
 - iv. *New member assessments:* To vest new parties in co-ownership of property, equipment and software.
- b. Emergency and efficiency assessments involving increases of no more than 5% of a party's regular assessment (for the year in which the special assessment is to occur) may be authorized by unanimous decision of the members of the Executive Board.
- c. Emergency and efficiency assessments in excess of 5% of a party's regular assessment must be approved by the governing body of each of the parties.
- d. Voluntary project assessments may be authorized at any time by unanimous decision of the members of the Executive Board.
- i. Only those parties choosing to participate in the proposed project are subject to voluntary project assessments.
 - ii. The parties participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessments to the Executive Board for approval.
 - iii. The parties choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.
- e. New party assessments apply only to new parties. The amount of new party assessments is determined by the Executive Board based on conditions at the time the new party applies for admission to this Agreement.
- f. Special assessments are billed by the lead agency, as directed by

the Executive Board. Special assessments are due within thirty (30) days of receipt of an invoice.

3. Grants and donations

- a. The Executive Board may authorize application for and receipt of funds from grants, foundations or private donors. Any grant application will be made in the name of the lead agency, on behalf of the parties.
- b. The Executive Board may designate a staff member from the lead agency to be responsible for assuring management oversight of grants on behalf of the parties.

V. PROPERTY, EQUIPMENT AND SOFTWARE

- A. All property, equipment, software and supplies acquired through the expenditure of the parties' funds, and all property, equipment, software and supplies donated for use by the parties subsequent to the date of this Agreement shall be controlled by the Executive Board and remain the exclusive joint property of the parties for as long as this Agreement remains in effect.
- B. All property, equipment and supplies loaned to the parties collectively for the purposes of this Agreement at any time by any individual party or other entity shall be subject to control by the Executive Board while on loan, but shall remain the property of the other entity or party providing the loan.
- C. Upon the termination of this Agreement, the property, equipment, software, supplies and monies acquired hereunder shall be liquidated and distributed to the parties in proportion to each party's contribution during the term of this Agreement, as determined by the Executive Board.
- D. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed solely by that member agency shall be returned to that party within ninety (90) days following the date of the party's withdrawal.
- E. Property, equipment and software not contributed solely by one party for which a title, license or registration is issued shall have that title, license or registration issued in the name of the lead agency at the time the item is acquired and shall be held in trust by the lead agency on behalf of all of the parties. Contracts, leases and documents by any other name or designation that legally bind the parties will be issued in the name of the lead agency on behalf of the parties at

the time the contract, lease or other document is executed. The lead agency will manage such contracts, leases and other documents on behalf of the other parties.

- F. Property, equipment and software with a value in excess of \$500.00 for which no documentation is issued shall be inventoried by the lead agency at the time the item is acquired and shall be held in trust by the lead agency for all of the parties.

VI. OPERATION

- A. The Executive Board may employ whatever means it deems necessary to assure the continuous operation of the Law Enforcement Records Management System, including, but not limited to hiring independent contractors, utilizing employees on "loan" from a party or parties, contracting with a party or contracting with an external vendor/agency to provide hosting, operation and maintenance service. Any employees provided by a party to perform work under this Agreement shall remain the sole employee of that party, and all compensation (including any overtime) shall be paid by the party "loaning" or otherwise providing the employee.
- B. Agreements for services shall include, but not be limited to the following provisions:
 - 1. Continuous, around the clock support for the NCIC link.
 - 2. Identification of staff who will act as primary contacts for software/hardware troubleshooting.
 - 3. Provision for twenty-four (24) hour a day notification to all users on scheduled downtime.
 - 4. Provision for proposed annual upgrades to existing software programs or hardware.
 - 5. Guarantees of appropriate safeguards on the security of data contained in the Law Enforcement Records Management System.
- C. On or before July 1st of each year, the Executive Board shall assure that provisions are made for hosting, operation and maintenance service for the next calendar year.
- D. A party shall not be required to obtain Executive Board approval for a project that augments the features of that party's own individual records management

system, provided that such a project does not cause other parties to incur expenses or cause a negative impact on shared operations.

VII. DURATION

- A. This Agreement shall be in force upon occurrence of the following:
 - 1. Approval by each jurisdiction's governing body; and
 - 2. Recording of the Agreement by the Thurston County Auditor's Office.
- B. This Agreement shall terminate as provided in Section IX.

VIII. VOLUNTARY WITHDRAWAL

Any party to this Agreement may withdraw from the Agreement at the end of any calendar year, provided a notice of intent to withdraw is given to the other parties, in writing, no less than ninety (90) days prior to the proposed date of withdrawal.

- A. Withdrawal from this Agreement shall not remove any party from responsibility for financial obligations created while a party that remain unpaid at the time of withdrawal - including but not limited to the withdrawing party's share of the current annual or special assessments or the purchase/lease cost of equipment, etc., purchased prior to the party's withdrawal.
- B. The withdrawal of any party to this Agreement shall not require termination of this Agreement, unless such withdrawal would cause automatic termination as provided in Section IX(B).
- C. No compensation of any kind, including refunds of annual or special assessments or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, shall be returned to any party until termination of this Agreement.

IX. TERMINATION

This Agreement may be terminated at the end of any calendar year in one of the following ways:

- A. By mutual consent of the Executive Board, provided such action is taken on or before July 1st of the year prior to the proposed year of termination.
- B. Automatically, either by withdrawal of 75% of the parties or by withdrawal of

parties representing 75% or more of the parties' collective total population, as computed in Section IV(D)(1)(b)(i) of this Agreement.

X. PROTECTION OF DATA

- A. The Executive Board shall assure that an agency withdrawing from this Agreement is provided with a true and complete copy, in the software format currently in use by the System, of its law enforcement data contained in the Law Enforcement Records Management System as of 12:00 Noon on the day prior to the day of withdrawal.
1. The withdrawing party is responsible for paying the entire cost of producing the final copy of its data.
 2. On receiving notice that a party is withdrawing, the Executive Board shall direct the lead agency to issue an invoice to the withdrawing party for the cost of producing a final copy of the withdrawing party's data.
 3. The final copy of a withdrawing party's data will be produced and made available to the withdrawing party on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.
- B. The Executive Board shall assure that, at the time of termination of this Agreement, each party is provided with a complete copy of its law enforcement data contained in the Law Enforcement Records Management System at the time of termination. Such copy shall be provided to each party in the software format currently in use by the lead agency. Upon termination, final copies of the parties' data shall be produced using funds from the Law Enforcement Records Management Fund.
- C. The Executive Board shall assure that, at the time of termination, a complete and unaltered copy of the data contained in the Law Enforcement Records Management System at the time of termination is archived. The lead agency at the time of termination shall, on behalf of the parties, retain said archived copy of data, consistent with the State archivist's retention schedule for such data. The archive copy of the parties' data shall be produced using funds from the Law Enforcement Records Management Fund.

XI. AMENDMENTS

This Agreement may be amended at any time. Amendments shall be in writing, and shall be in force on approval by the governing bodies of all of the parties and recording with the Thurston County Auditor's Office.

XII. INDEMNITY

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.

XIII. JURISDICTION AND VENUE

- A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIV. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Approved this 16th day of FEBRUARY, 2004.

DUPLICATE
ORIGINAL

Attachment
Lacey Signature Page

CITY:

CITY OF LACEY
420 College St. SE
Lacey, WA 98509-3400



GREG CUOLO
City Manager

APPROVED AS TO FORM:



Kenneth R. Ahlf
City Attorney, City of Lacey

DUPLICATE
ORIGINAL

Attachment

Olympia Signature Page

CITY:

CITY OF OLYMPIA
900 Plum St. SE
Olympia, WA 98501



MARK FOUTCH
Mayor, City of Olympia

APPROVED AS TO FORM:



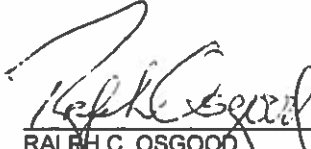
Bob C. Sterbank
City Attorney, City of Olympia

Attachment

Tumwater Signature Page


CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



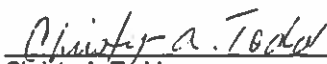
RALPH C. OSGOOD
Mayor, City of Tumwater

ATTEST:



Gayla L. Larsen, Clerk/Treasurer
Risk Manager

APPROVED AS TO FORM:



Christy A. Todd
City Attorney, City of Tumwater

ORIGINAL


DUPLICATE
ORIGINAL

Attachment

Yelm Signature Page

CITY:

CITY OF YELM
P.O. Box 479
Yelm, WA 98597



ADAM RIVAS
Mayor, City of Yelm

APPROVED AS TO FORM:



Brent F. Dille
City Attorney, City of Yelm