



Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract

THIS Virtual Coordination Center Leading Service Agreement (“LSA”), dated for reference purposes on the date of execution of the corresponding Terms of Participation (“TOP”), is entered into between the State of Washington acting by and through the Department of Transportation (“WSDOT”) and each government agency that has executed a TOP Agreement (individually, a “Participant” and collectively, the “Participants”).

WSDOT, pursuant to ESHB 1125, Section 217 (8), was tasked with creating, maintaining, and operating a Virtual Coordination Center. WSDOT is authorized pursuant to RCW 39.34 to provide Interlocal Agreements via the Interlocal Cooperation Act. The Virtual Coordination Center “VCC” Pilot Project was formed under an Interlocal Agreement known to WSDOT as K1614 (formerly known as GCB 3754) and their respective Data Sharing Agreements (K1513, K1514, K1528, and K1529) (collectively the “VCC Pilot Phase Interlocal Agreement”).

The Virtual Coordination Center (“VCC”) is a cloud-based incident management system based on a virtual collaborative working environment that enables near real-time data sharing and coordinated responses. The data is shared in a common dashboard which allows responders across multiple jurisdictions to see incidents as they happen, make more informed decisions, collaborate in real time to coordinate responses, and distribute a unified public message.

This Leading Service Agreement (“LSA”) sets out the general terms and conditions under which WSDOT provides, and the Participant receives the Virtual Coordination Center services. Service specific terms and details will be set forth in a Terms of Participation (“TOP”) for each Participant. All TOP are incorporated as addenda to this Leading Service Agreement. As used herein, “Agreement” means this LSA, the TOP, and any additional incorporated documents indicated via the TOP. Any capitalized term that is not defined in this LSA shall have the meaning provided in the TOP or *Addendum A – Data Sharing Addendum*, as applicable.

This LSA supersedes the VCC Pilot Phase Interlocal Agreement and all associated Data Sharing Agreements between WSDOT and each Participant.

AGREEMENT

1. **Term.** This Agreement is effective on the date of execution of a corresponding TOP by WSDOT and the Participant and remains in full force and effect until terminated by either party in accordance with the termination provision herein.
2. **Payment.**
 - 2.1. **Service Charges.** There are no service charges to be a Participant of the VCC.
 - 2.2. Participant hereby agrees to operate and maintain its own independent system that will provide and/or receive near real-time data relevant to traffic impacts to/from the cloud-based software system to be shared with other Participants through the VCC. Each Participant shall, at its sole cost and expense, acquire, own, and maintain all equipment, hardware, and software for Participant’s system that interfaces to the Cloud.
 - 2.3. WSDOT shall be solely responsible for obtaining any license agreements or contracts with third parties as needed to provide, operate, and maintain the VCC in a manner that complies with the terms and conditions of this Agreement.
 - 2.4. WSDOT will not enter into any third-party contracts that require payment of costs by Participant(s) without the prior written approval of said Participant(s).

3. Participant and WSDOT Responsibilities.

- 3.1. Participant acknowledges that the operation of the VCC requires good faith participation from each Participant. This includes operating and maintaining Participant's own independent system that can provide and/or receive real-time data to/from the Cloud to be shared with other Participants through the VCC.
- 3.2. The Participant further acknowledges that the VCC requires each Participant to designate staff to support and/or interface with the VCC, including, but not limited to monitoring and coordinating with other Participants to respond to and endeavor to quickly clear roadway incidents and reduce congestion in their respective geographic areas.
- 3.3. Participant will be responsible for the costs of its own qualified staff necessary to perform the work within its organization to participate with the VCC according to the terms of the Agreement. Participant staff shall be considered employees of the respective Participant for all purposes.
- 3.4. Participant shall comply with applicable laws and regulations and the terms of the *Addendum A- Data Sharing Addendum* which shall be applicable to all data exchanged among Participants through the VCC. Each Participant shall ensure that it has in effect such safeguards, processes, and procedures as are reasonably necessary to protect the security of data exchanged among Participants through the VCC and to limit the use of data exchanged for purposes of the VCC, and which comply with *the Addendum A – Data Sharing Addendum*, applicable data protection and privacy laws.
- 3.5. Participant shall coordinate and cooperate in good faith with other Participants and WSDOT in a manner that will promote integration, synergism, and efficiency among the Participants and in the operation of the VCC as outlined in the Agreement.
- 3.6. Each Participant shall respond to its own public disclosure requests as required by the Public Records Act.
- 3.7. Each Participant shall maintain insurance, or a self-insured program, during the term of this Agreement. Without limiting any Participant's defense and indemnification obligations under this Agreement, each Participant shall maintain in force, at all times during the term of this Agreement, a policy, or policies of Commercial General Liability insurance with limits not less than \$1 million with insurance carriers authorized to do business in the state of Washington, which have a Best's rating of no less than A. If a Participant is self-insured, or is a Participant of a self-insurance pool, a certification of self-insurance covering the potential liabilities of the Participant under this Agreement shall constitute compliance with this insurance requirement.
- 3.8. Participant agrees to the terms of this LSA and *Addendum A- Data Sharing Addendum* and the TOP when providing real time data to the VCC.
- 3.9. In addition to the roles and responsibilities designated to WSDOT in other sections of this Agreement, WSDOT shall not authorize any other agency to use or access the VCC and Participant data unless that agency is a public agency that has also executed the LSA, the TOP, and Addendum A substantially in the same form as that executed by each Participant, with only minor and non-substantive modifications that do not adversely impact any other Participant or substantively conflict with the terms of another Participant's agreement. Additionally, WSDOT shall provide each Participant with updated information identifying each agency Participant in the VCC. WSDOT shall ensure that its contracts with the cloud providers limit the providers' use of or access to VCC data to uses necessary to provide and maintain the cloud and for no other purpose.

4. **Consideration.** The operation and maintenance of the VCC is intended to provide mutual benefits to the Participants by (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents. By entering this Agreement, WSDOT and the Participant(s) acknowledge and agree that the mutual benefits of the VCC are sufficient consideration to bind the parties to the terms of this Agreement.

- 5. Organization.** The operation and maintenance of the VCC shall be carried out through the following organizational structure.
- 5.1. **Participant Executives/Signing Authority** – As indicated in *Exhibit A: Key Personnel*, Executives and/or the Signing Authority for each Participant shall act as the principal decision maker for the Participant’s involvement with and within the VCC. This includes but is not limited to:
- Providing and facilitating the sharing of CAD feeds if available (the executive/signing authority may delegate this function);
 - Providing and facilitating the sharing of CCTV feeds if available (the executive signing authority may delegate this function).
 - Acting as the signer for the Agreement.
- 5.2. **VCC Agency (Participant) Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contact is a designated individual within the Participant Agency that works as the intermediary between the VCC and the Participant. Their duties would include but not be limited to:
- Act as agency subject matter expert for the VCC.
 - Participate in associated JOG (Joint Operations Group) meetings as the principal VCC representative for their Agency.
 - Responsible for identifying and communicating with agency stakeholders including but not limited to Information Technology (“IT”) contacts, VCC users, Executive/Signing Authority.
 - Fostering and participating in VCC workgroups.
- 5.3. **VCC Agency (Participant) IT Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency IT Contact is responsible for facilitating the technical aspects of sharing data when applicable as covered under *Addendum A- Data Sharing Addendum*. This includes providing the necessary API to facilitate participant agency computer aided dispatch feed propagation into the VCC. Coordination with the WSDOT Incident Management Coordinator, WSDOT IT Project Manager, and WSDOT IT will be necessary to complete this task.
- 5.4. **VCC Agency (Participant) Contract Administrator**- As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contract Administrator is responsible for coordinating review and facilitating the signing of all VCC agreements. They will coordinate with their respective internal staff and the WSDOT VCC Contract Administrator on all VCC related contract documents.
- 5.5. **WSDOT VCC Program Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Program Manager is responsible for facilitating the introduction of the agreement to an agency and works to coordinate jurisdictional and agency approval.
- 5.6. **WSDOT Incident Management Coordinator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT Incident Management Coordinator is responsible for ongoing contact and coordination with the VCC Agency Contact. This coordination includes but is not limited to utilization of VCC workgroups to address technical needs in coordination with the WSDOT IT Project Manager. This individual is also responsible for the initial training of VCC Agency Contacts.
- 5.7. **WSDOT VCC Contract Administrator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Contract Administrator is responsible for drafting, coordinating review, and facilitating the signing of all VCC agreements. They will coordinate with the VCC Contract Manager, VCC Agency Contact, Agency Executive/Signing Authority on all VCC contractual issues and resolutions.
- 5.8. **WSDOT IT Project Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT IT Project Manager is responsible for the coordination all program maintenance and updates to the VCC web application. This individual will coordinate with WSDOT IT in order to accomplish these goals.

- 5.9. **WSDOT IT** – The WSDOT IT Developer is responsible for addressing program changes, updates and maintenance as assigned by the WSDOT IT Project Manager.
- 5.10. **VCC User** – The VCC user is responsible for actively monitoring and contributing to the VCC during both normal day to day operations as well as during a time in which an incident model is activated. While interacting with the VCC, the VCC user is responsible for following their own agency’s policies wherever appropriate.
- 5.11. **VCC Workgroups** – VCC Workgroups are to be individuals identified by the VCC Agency Contact to be a key user. These key users work together as well as with the WSDOT Incident Management Coordinator and the WSDOT IT Project Manager to identify, test, and comment on changes and improvements within the VCC.

6. **Data.**

- 6.1. Each Participant that provides data to the VCC is solely responsible to provide Participant data related to traffic impacts as determined by Participant in its discretion. Each Participant shall manage its own data source systems necessary to support the VCC. Each Participant shall own and retain all rights to their data source systems. Nothing herein is intended to or shall be construed as granting other Participants any rights to another Participant’s data source system.
- 6.2. Each Participant owns and retains all rights to the data it provides to the VCC. Nothing herein is intended to or shall be construed as granting WSDOT or other Participants any rights to WSDOT’s or another Participant’s data, except such limited use rights as are necessary for purposes of the VCC as described in the TOP, this LSA, and Addendum A.
- 6.3. Each Participant reserves all right, title, and interest (including all intellectual property and proprietary rights) in and to its Participant data, including any of Participant’s data that is produced pursuant to any processing that occurs on the WSDOT/VCC systems. Each Participant will retain all responsibility for compliance with the applicable retention and other regulatory requirements applicable to Participant’s source data. In the event that WSDOT/VCC services are required to meet those obligations, the parties will execute an amendment to the Terms of Participation to state the specific obligations. Otherwise, WSDOT will keep the data confidential to the extent allowed by law and may use the data solely for the purposes of providing VCC services to the Participant.
- 6.4. If there is a security breach involving Participant data, WSDOT will notify the Participant immediately upon discovery and provide the Participant with the information needed about the breach necessary to meet the Participant’s responsibilities and business needs.
- 6.5. Participant, its contractors, employees, agents or other third parties may not download, use, or otherwise export or re-export any Software associated with a VCC service provided by WSDOT or any underlying information or technology except in full compliance with all United States and other applicable foreign laws and regulations.
- 6.6. All VCC intellectual property and related material that is developed or produced by WSDOT or by its contractors and consultants and at its expense will be the property of WSDOT. The Participant is granted a non-exclusive limited-use license of this intellectual property for the purpose of participation in the VCC under the terms of the Agreement.
- 6.7. The VCC title, copyright, intellectual property rights and distribution rights of the VCC intellectual property, other than Participant data, remain exclusively with WSDOT.
- 6.8. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Records and Audit.**

- 7.1. WSDOT and the Participant to this Agreement shall each maintain books, records, documents, and accounting records relating to the VCC in compliance with their own legal and policy requirements.

- 7.2. Each Participant providing data for publication or sharing through the VCC, including WSDOT, shall enter into a Data Sharing Agreement (*Addendum A- Data Sharing Addendum*) prior to transmitting any such records to the VCC. Data furnished by a Participant pursuant to this Agreement remain the property of the furnishing Participant, subject to the Participant's document retention policies, unless otherwise agreed to in writing. Each Participant shall use reasonable security procedures to protect data accessed or viewed through the VCC from unauthorized disclosure. Notwithstanding the foregoing, the Participants acknowledge that all Participants are subject to chapter 42.56 RCW, the Public Records Act.
- 7.3. Each Participant shall ensure that access to the VCC is kept strictly limited to only a select group of Authorized Users (defined in *Addendum A – Data Sharing Addendum*). Each Participant agrees that only Authorized Users may access the VCC, and any use by any unauthorized user will constitute unauthorized use by the Participant agency. A Participating agency and WSDOT shall revoke the authorization of any employee to access the VCC no later than two (2) days after that employee no longer occupies the position or is no longer authorized to access the VCC.
- 7.4. Each Participant agrees to inform WSDOT of any unauthorized use immediately, not to exceed eight (8) hours, after first learning of such unauthorized use. Unauthorized use is when an individual who is not an Authorized User accesses the VCC platform. Notification of the unauthorized use shall be made to other Participant agencies by WSDOT as deemed appropriate.
- 7.5. Computer Aided Dispatch Data (CAD feed) is provided in real or near real time to the VCC by Participants. This data is filtered for information that pertains to traffic event types. The filtered data will then generate an Event in the VCC application. "Event" means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as "Vehicle Accident". These Events could trigger an Incident Model depending on defined criteria. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the user Interface and not seen. It will reside in the database for 30 days, then is deleted. If the event meets incident criteria, then an Incident Model is automatically generated by the VCC application. "Incident Model" or "Incident" is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants. Incident Models can also be created by Authorized Users. Once this Incident Model is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention policies. Incident Model(s) will not be saved except for quality control and diagnostic purposes, but in no event longer than thirty (30) days after an Incident Model is closed. After the report is sent, the Incident Model data is deleted from the VCC application.

8. Indemnity.

- 8.1. It is the intent that WSDOT and each Participant shall be responsible for all liabilities, costs, claims, injuries, and damages provided for by law to the extent resulting from that party's own negligence and the negligence of that party's officers, employees, and contractors. To the extent allowable by law, WSDOT and each Participant individually shall protect, defend, indemnify, and save harmless each other Participant, its officers, officials, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, resulting from the negligent acts or omissions of its officers, officials, employees, contractors, and agents, acting within the scope of their employment, and arising out of or in connection with the performance of this Agreement.
- 8.2. To the extent allowable by laws and regulations, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Participant or from the concurrent negligence of WSDOT and one or more Participant(s), including their respective officers, officials, employees, contractors, and agents, WSDOT's or an individual

Participant's liability hereunder shall be only to the extent of that Participant's negligence, or the negligence of that Participant's officers, officials, employees, contractors and agents.

- 8.3. It is further specifically and expressly understood that the indemnification provided herein constitutes WSDOT's and the Participant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely as to the other Participants and solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by WSDOT and the Participants.
- 8.4. The Participants and WSDOT agree that the VCC does not supplant or change any existing Participant and WSDOT obligations or defenses related to traffic incidents.
- 8.5. Software. Applications, computer programs and other software system furnished to Participant by WSDOT at no charge to Participant are furnished on an "as is" basis with no representations or warranties regarding use or results.
- 8.6. This Section 8 shall survive expiration or termination of this Agreement.

9. Legal Relations.

- 9.1. **Notice of Dispute.** Participant will promptly notify WSDOT of disputes regarding invoices, or of services which Participant believes do not conform with the agreed upon terms of this Agreement, within 30 calendar days of Participant's discovery that services do not conform with the requirements of this Agreement, including Addendum A or a TOP. Participant's failure to give written notice within 30 calendar days after the Participant's discovery that WSDOT's performance of services does not conform to the requirements of this Agreement constitutes waiver of any objection to services.
- 9.2. **Dispute Resolution.** When a dispute arises concerning provision of the VCC or this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. In the event the dispute cannot be resolved between the parties, they may agree to an alternative dispute resolution process. WSDOT and the Participant agree to proceed diligently with the performance of services requested under any TOP while any dispute is pending. WSDOT will use good faith efforts to cause other Participants who have signed a TOPS with WSDOT to participate in dispute resolution where the dispute concerns any other Participant's activities related to the VCC.

10. Termination.

- 10.1. **Termination for Convenience.** Either WSDOT or a Participant may terminate this Agreement upon 30 calendar days written notice to the other.
- 10.2. **Termination for Cause.** If for any cause, Participant or WSDOT does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 15 business days or by a later deadline as agreed to by both parties. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

11. General.

- 11.1. **Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, addendum, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.
- 11.2. **Independent Capacity.** The relationship of WSDOT and the Participants shall be that of independent contractors. This Agreement does not create any joint employees. The employees or agents of each Participant and WSDOT who are engaged in the performance of this Agreement shall continue to be employees or agents of the Participant and WSDOT, as applicable, and shall not be considered for any purpose to be employees or agents of the other or any other Participant.

- 11.3. **Assignment.** Neither this Agreement, nor any rights created by it, may be assigned, or transferred.
- 11.4. **Assurances.** The Participants agree that all activity pursuant to this Agreement shall be in accordance with all applicable Federal, State, and local laws, rules, and regulations as they currently exist or as amended. Participants acknowledge by signature hereto that all such applicable laws, rules, and regulations are known and are currently followed.
- 11.5. **Interpretation.** The titles to articles and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 11.6. **Amendments.** Subject to Section 3.9, this Agreement may be amended by WSDOT upon written notice to the Participants within fifteen (15) business days. Participants will have fifteen (15) business days to respond to the proposed changes. After fifteen (15) business days, WSDOT will update this Agreement with the amended language and notify the Participants. Using the VCC after the 15 business -day response period indicates acceptance of the modified Agreement.
- 11.7. **Waiver.** A failure by any Participant to exercise its rights under this Agreement shall not preclude that Participant from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Participant and attached to the Agreement.
- 11.8. **All Writings Contained Herein.** This Agreement, including the TOP, Data Sharing Agreement (*Addendum A – Data Sharing Addendum*) of each Participant, and all other documents and agreements incorporated by reference, contains all the terms and conditions agreed upon by the Participants. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Participants.
- 11.9. **Choice of Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, without giving effect to its choice of law rules or conflicts of law provisions. Venue of any action brought under this Agreement shall be in Superior Court for Thurston County, provided that venue for any action arising under the defense and indemnification obligations of this Agreement shall be in the jurisdiction of the underlying action.
- 11.10. **Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 11.11. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Participants agree to comply with, and to require that all subcontractors comply with, Federal, State, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.
- 11.12. **Anti-kickback.** No officer or employee of WSDOT or the Participants, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

End of Leading Service Agreement.



Virtual Coordination Center Terms of Participation Contract

WSDOT’s Virtual Coordination Center service is subject to and governed by the separate Leading Service Agreement (LSA). This Terms of Participation Agreement (TOP) and LSA is entered into between City of Mercer Island (Participant) and WSDOT for the provision of the Virtual Coordination Center (VCC) services. In the case of a conflict between the LSA and this TOP issued hereunder, the TOP will prevail.

1. **Term:** This TOP shall be effective upon final date of signature and have an indefinite term, unless terminated in accordance with Section 10 of the LSA.
2. **Binding Effect:** Upon execution of this TOP by the parties, below, WSDOT and Participant shall be bound by all of the terms and conditions of the LSA.
3. **WSDOT Services:** WSDOT agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, WSDOT agrees to perform the following services:
Offer limited-use access to the VCC. Operate and maintain the VCC in order to provide the mutual benefits to Participant. WSDOT will provide Traffic Management Center Log Data for situational awareness within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
4. **Participant Services:** Participant agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, Participant agrees to perform the following services:
Utilize and collaborate with/within the VCC. Operate and maintain its independent system that allows for utilization and collaboration within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
5. **Pricing:** This is a non-financial agreement (NFC).
6. **Participant Key Personnel:** See Exhibit A: Key Personnel
7. **WSDOT Key Personnel:** See Exhibit A: Key Personnel
8. **Incorporated Contract Documents:** This Agreement shall be inclusive of the following:

| | |
|----------------------------------------|-------------------------------------|
| Leading Service Agreement | <input checked="" type="checkbox"/> |
| Terms of Participation | <input checked="" type="checkbox"/> |
| Exhibit A: Key Personnel | <input checked="" type="checkbox"/> |
| Exhibit B: Participant Roster | <input checked="" type="checkbox"/> |
| Addendum A: Data Sharing Addendum | <input checked="" type="checkbox"/> |
| Attachment A: Data Licensing Statement | <input type="checkbox"/> |

9. **Counterparts:** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Participant, for all purposes.



10. **Agreement to be Filed:** The Participants shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication by any one Participant. The failure of any Participant to comply with this requirement shall not invalidate this Agreement.
11. **Authority to Bind:** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

| WSDOT Signature | Date | Participant Signature | Date |
|----------------------------------------------|------|-----------------------|------|
| Matthew Modarelli | | Jessi Bon | |
| CIO & Director, Technology Services Division | | City Manager | |



Addendum A

Data Sharing Addendum to Virtual Coordination Center Leading Service Agreement

The purpose of this Data Sharing Addendum (DSA) is to identify, describe, and protect Data and any Confidential Information that may be disclosed by a Participant to WSDOT and other Participants during the provisioning of WSDOT services pursuant to the Leading Service Agreement (LSA) and executed Terms of Participation (TOP).

In the event of a conflict between any term in the DSA with any term in either the LSA or the TOP, the TOP will take precedence.

1. Definitions

- “Authorized User” means an individual or individuals with an authorized business need to access Confidential Information under this DSA, the LSA, or TOP.
- “CAD” means computer aided dispatch.
- “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws.
- Confidential Information comprises both Category 3 and Category 4 Data as described in Section 3, Data Classification, which includes, but is not limited to, Personal Information.
- “Data” means the information that a Participant may disclose, or exchange as described by this DSA, which may include Confidential Information if a Participant so chooses.
- “Disclosing Party” means the Participant disclosing Data, which may include Confidential Information, pursuant to this DSA, and includes the Participant’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “Disclose” or “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- “Event” means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as “Vehicle Accident”. These Events could trigger an Incident Model depending on defined criteria.
- “Incident Model” or “Incident” is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants.
- “Participant” means the referenced Agency that has executed a TOP.



- “RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- “Receiving Party” means WSDOT and a Participant receiving Data, which may include Confidential Information, pursuant to this DSA. Receiving Party includes WSDOT and Participants, the Authorized Users, and the entity’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “User Interface” means the part of the VCC application that a user sees and interacts with.

2. Description of Data

The Data that may be shared with and through VCC may include Participant Data that is transmitted pursuant to WSDOT’s provisioning and Participant’s use of the Virtual Communications Center (“VCC”).

3. Data Classification

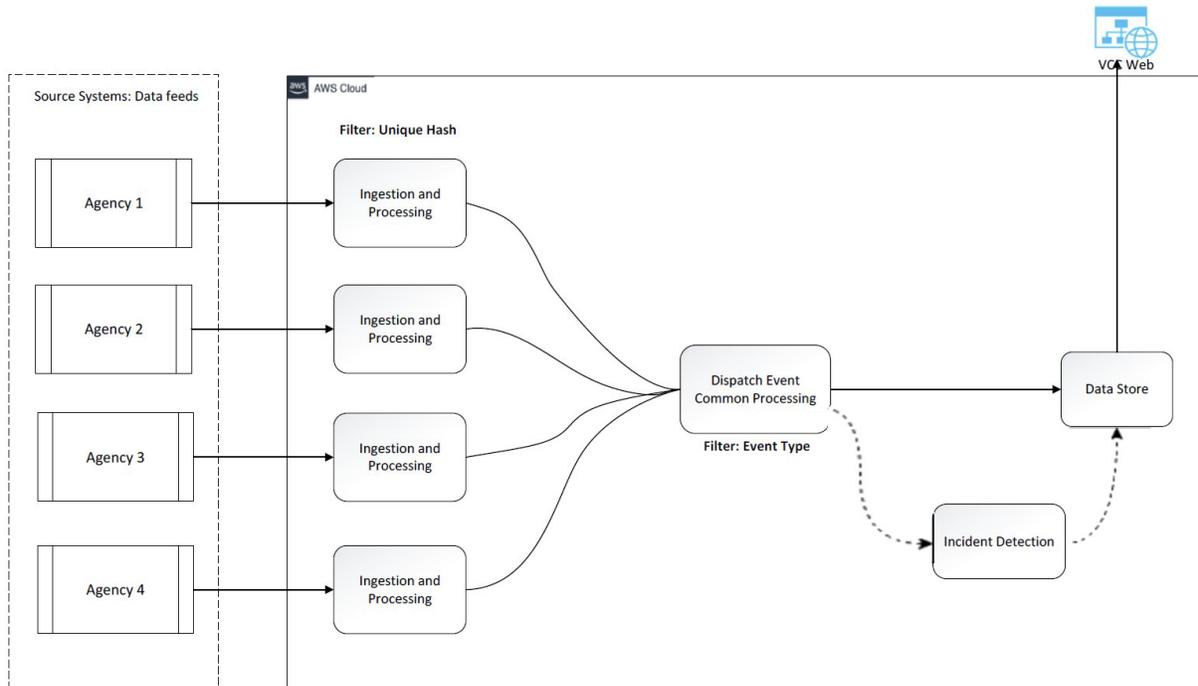
The State classifies data into categories based on the sensitivity of the data pursuant to the Washington state Security Policy and Standards. A Participant may, in Participant’s discretion, elect to transmit Confidential Information to WSDOT that is classified as Category 3 or Category 4 during the provisioning and use of WSDOT services. Depending on Participant’s use of WSDOT’s services, and without limitation, this Confidential Information may include the following:

- Protected health information
- Information that may lead to serious consequences in the event of unauthorized disclosure, such as threats to health and safety or legal sanctions.
- Student education records.
- Personal information, including social security numbers, driver’s license numbers, or financial account numbers.
- Information regarding infrastructure and security of computer and telecommunication networks.
- Information in personnel files, including residential addresses and phone numbers, personal wireless phone numbers and email addresses, or emergency contact information.

A Participant may elect to transmit Data from which Confidential Information has been removed. However, for the purpose of this Data Sharing Addendum, all Data shared between Participants through the VCC is considered Category 2, Sensitive Information. Category 2 data is sensitive information that may not be specifically protected from

disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

The figure below represents the Ingestion and Processing steps depicting how data is received, scrubbed, and subsequently uploaded into the VCC.



When Data is shared to the VCC via its transmission method by Participant, it is automatically scrubbed for any Personally Identified Information/Confidential Information prior to its access by any other Authorized Users of the VCC or employees of The Receiving Party. Data with any identifiers categorized as Category 3 or Category 4 data classification is removed or “Scrubbed”.

4. Mutual Consent

Participants acknowledge that by sharing their Data in respect to operating and maintaining the VCC, once Data is transmitted to the VCC, all Data is aggregated for VCC functionality. This aggregated Data is used by the Participants and each Participant is thus authorizing mutual consent for all Participants to access the Data pursuant to the LSA and terms in this Data Sharing Addendum.

5. Constraints on use of Data

The Data being shared is owned by the Participant that created it.



This DSA does not constitute a release of the Data for the Receiving Party's or any Participant's discretionary use. The Receiving Party must use the Data received or accessed under this DSA only to carry out the purpose of this DSA, the LSA, and TOP. Any analysis, use, or reporting of Data that is not within the purpose of this DSA, the LSA, TOP, or other data sharing agreement is not permitted.

Participants further acknowledge and agree that all Data received or accessed under this DSA shall not be used in manner that contravenes Executive Order 17-01 and Participants shall adhere to RCW 10.93.160.

6. Security of Data

6.1 Data Protection

The Receiving Party will protect all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, modification, or loss. This duty requires The Receiving Party to employ reasonable security measures, which include restricting access to the Confidential Information by:

Redaction of data "Scrubbing" for any Confidential Information transmitted from Participant.

Allowing access only to Authorized Users.

Physically securing any computers, documents, or other media containing Confidential Information.

6.2 Data Security Standards

The Receiving Party will comply with the Data Security Requirements set out in the Washington state Security Policies which are hereby incorporated by reference into this DSA.

6.3 Data Disposition

CAD Data (CAD feed) is provided in near real time to the VCC by Participants. This data is filtered for information that pertains to traffic and mobility via Event types. The filtered data will then generate an Event in the VCC application. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the User Interface and not seen. It will reside in the database for 30 days, then is deleted. If the Event meets Incident criteria, an Incident Model is automatically generated. Incident Models can also be generated by authorized Participants. Once this Incident is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention



policies per Section 7 “Records and Audit” of the LSA. After the report is sent, the Incident Model data is deleted from the VCC application.

6.4 Location of Data

All data, including cloud storage data will be housed in the continental United States.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality

The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any other Participant’s Confidential Information gained by reason of this DSA.

7.2 Non-Disclosure of Data

The Receiving Party will ensure that all its Authorized Users who will have access to the Data described in this DSA are Authorized Users and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

If law enforcement contacts The Receiving Party with a demand for Confidential Information, The Receiving Party will attempt to redirect the law enforcement agency to request that Data directly from Participant. If compelled to disclose or provide access to any Confidential Information to law enforcement, The Receiving Party will promptly notify Participant and provide a copy of the demand unless legally prohibited from doing so.

7.3 Penalties for Unauthorized Disclosure of Data

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

8. Maintenance of Records

All Parties must maintain records pursuant to Section 7, “Records and Audit” of the LSA.

9. Responsibility

Each Participant will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this DSA, including any unauthorized access, use, or disclosure of Confidential Information and as described in more detail under Section 8 of the LSA. No Participant will be considered the agent of another Participant, and no Participant assumes any responsibility to another Participant



for the consequences of any act or omission of any person, firm, or corporation not a party to the LSA.

10. Severability

The provisions of this DSA are severable. If any provision is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions and the invalid provision will be considered modified to conform to the existing law.

11. Survival Clauses

The following terms and conditions in this DSA shall survive the expiration or termination of a Participant's TOP of the LSA: Constraints on Use of Data, Security of Data, Data Confidentiality and Non-Disclosure, Maintenance of Records, and Responsibility.

13. Waiver

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver must be express and in writing by an authorized representative of the waiving party and will not be construed to be a modification of the terms and conditions of this DSA, TOP or the LSA.

14. Data Licensing Statement

The Data Licensing Statement is incorporated into this Agreement under Attachment A, Data Licensing Statement. The Data Licensing Statement must minimally contain the following information:

- A). Identification of the purpose of the file;
- B). Description of the roles and responsibilities of each Party;
- C). Identification of transmission method; and
- D). Identification of File Layout.



**Virtual Coordination Center
EXHIBIT A: Key Personnel**

**WSDOT NO. K1795-0-23
City of Mercer Island Contract**

**Only the Contracting Signature Authority identified below is authorized to bind their agency.*

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WSDOT Contract Signatory Authority* | Matthew Modarelli CIO & Director- TSD 7345 Linderson Way SW Tumwater, WA 98501 360-705-7601 Matthew.Modarelli@wsdot.wa.gov | Erik Jonson Technical Services Director 310 Maple Park AVE SE Olympia, WA 98501 360-705-7271 Erik.Jonson@wsdot.wa.gov |
| City of Mercer Island Participant Signatory Authority* | Jessi Bon City Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7660 Jessi.bon@mercerisland.gov | |
| City of Mercer Island Participant Contract Signatory Additional Contact (i.e. executive assistants, confidential secretary, etc) | Jeff Magnan Services Commander 9611 SE 36 th Street Mercer Island, WA 98040 206-275-7917 Jeff.magnan@mercerisland.gov | |
| WSDOT VCC Program Manager | Deanna Brewer Incident Management Program Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov | |
| City of Mercer Island VCC Participant Contact | Amanda Keverkamp Emergency Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7905 Amanda.keverkamp@mercerisland.gov | |
| WSDOT Incident Management Coordinator | Aisha Dayal Incident Management Coordinator 310 Maple Park AVE SE Olympia, WA 98504 564-233-9384 aisha.dayal@wsdot.wa.gov | |
| WSDOT IT Project Manager | Deanna Brewer/Nicholas Dekofski IT Project Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov | |
| City of Mercer Island VCC Participant IT Contact | Alfredo Moreno IT Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7775 alfredo.moreno@mercerisland.gov | |



| | |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| WSDOT Contract Administrator | Administrative Contracts Office 7345 Linderson Way SW Tumwater, WA 98501 360-705-7661 admincontracts@wsdot.wa.gov |
| City of Mercer Island VCC Contract Administrator | Amanda Keverkamp Emergency Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7905 Amanda.keverkamp@mercerisland.gov |



**Virtual Coordination Center
EXHIBIT B: Participant Roster**

WSDOT NO. K1795-0-23
City of Mercer Island

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Washington State Department of Transportation Providing Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle Office of Emergency Management* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Washington State Patrol Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Sound Transit Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| King County Metro Providing Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | City of Newcastle* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| City of Gold Bar Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Eastside Fire and Rescue Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Medina PD Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Sultan Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Snohomish County Dept. Emergency Management* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Marysville Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| City of Lake Stevens Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Seattle Department of Transportation* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| South County Fire* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> | City of Bonney Lake* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Seattle Fire Department Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle City Light* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Seattle Police Department* Pending Execution* Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle Information Technology Department* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |



| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| NORCOM Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Port of Tacoma* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Snohomish Regional Fire & Rescue Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Mercer Island Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |