

Inter-Governmental Network Consortium of Tacoma-Pierce County

“INCTPC” Agreement

Whereas it is desirable to enter into agreement with other local public agencies desiring to connect to the publicly owned fiber optics network so to establish basic rights and obligations of the participants, and whereas Pierce County, City of Tacoma, Law Enforcement Support Agency, Tacoma Public Utilities, Tacoma Public School District No. 10, Puyallup Indian Tribe, Tacoma Public Library, Pierce Transit, Port of Tacoma, and the Tacoma-Pierce County Health Department (hereinafter referred to as “Member Agencies”), desire to enter into this Agreement to form the Inter-Governmental Network Consortium of Tacoma-Pierce County, (hereinafter referred to as “INCTPC”), an now therefor it is agreed as follows:

I. Nature and Purpose of Organization

The purpose of this agreement is to facilitate computer network infrastructure between Member Agencies.

II. Effective Date

This agreement shall be in effect upon date of signature by an authorized representative of participating Member Agencies. The period January 1 to December 31 shall be known as one contract year.

III. Joining the Consortium

An agency may join the INCTPC by agreeing to provide a representative to attend scheduled meetings of the Consortium, identify key technical support people, communicate these names and their phone numbers to the INCTPC secretary, and by signing this agreement a Member agrees to adhere to the “Guidelines and Standards” set forth by the INCTPC.

IV. Renewal/Termination

This Agreement will be automatically renewed each year unless a Member Agency desires to terminate participation or the INCTPC desires to terminate a Member Agency’s participation in the Consortium. An agency may withdraw at anytime or may be terminated at anytime. Involuntary termination will be made effective with two-thirds vote of members in attendance at the regular meeting. Assets owned by the Consortium member agencies may be removed by the terminating Agency upon termination of membership.

V. Security

Each Agency is responsible for their own data security.

VI. Financing

All costs associated with participation will be born by the Agency desiring access.

VII. Goals of INCTPC

The goals of the INCTPC include: Develop the "Guidelines and Standards" associated with interconnectivity among member agencies; Provide a forum for communication among agencies; Meet regularly to address INCTPC issues as needed; Establish officers to keep agreements and documents, facilitate meetings, maintain mailing lists, and keep notes.

VIII. Ownership of Property

Any agreements, ownership, fees associated with connectivity to equipment in this environment is not within the scope of the INCTPC but will need to be worked out between interested agencies.

IX. Administration

Each member agency will have one voting representative. Voting members can participate on decisions. Non-voting members may participate in all INCTPC activities except voting.

X. Network Administration

The City of Tacoma General Services Department will make available for INCTPC use a single mode fiber optic cable pair on the "fiber loop" with the stipulation that the City of Tacoma Information Systems act as Network Administrator and asset manager of the City's fiber pair being used for INCTPC networking. The Network Administrator will implement INCTPC "Guidelines and Standards", monitor common system performance, and provide technical advice to members and potential members.

XI. Nondiscrimination

No person shall, on the grounds of age, race, creed, color, national origin, sex marital status or the presence of nay sensory, mental or physical handicaps, be excluded from participation in or be denied the benefit of or otherwise be subjected to discrimination with regard to any activity pursuant to this Agreement.

XII. Verbal Agreements

No alteration or variation of the terms of this Agreement and no oral understanding or agreements not incorporated herein shall be binding unless made in writing and signed by all agencies participating in the INCTPC.

**Inter-Governmental Network Consortium of
Tacoma-Pierce County (INCTPC)**

The following signatures signify concurrence with the INCTPC Agreement and further signifies acceptance of membership into the Inter-Governmental Network Consortium of Tacoma-Pierce County (INCTPC).

City of University Place

By: RW Jean

Title: CITY MANAGER

Date: 10/23/96