***Memorandum of Understanding (MOU) / Agreement Template***

The following template is for use by and adaptation for local government and regional inter-governmental, and non-public safety entities as appropriate, in memorializing data sharing agreements:

**MEMORANDUM OF UNDERSTANDING (or INTERGOVERNMENTAL AGREEMENT) FORMING AND EMPOWERING**

**THE (insert named participant or program) DATA MANAGEMENT SYSTEM (DMS) (or data sharing agreement) GOVERNANCE STRUCTURE**

This Intergovernmental Agreement (Agreement) is made and entered into by the following local entities: (insert named participants). This Agreement is entered for the benefit of the public safety agencies serving the local entities listed.

This agreement seeks to establish a cooperative intergovernmental framework for the purpose of sharing public safety specific data regionally via a data management system (or insert type of data sharing mechanism to be employed) to be known as the (insert name of program). The parties to this Agreement are committing to the shared ownership and governance of a regional multi-agency and multi-jurisdictional data management (or data sharing) system.

**WHEREAS**: Any two or more municipalities, counties or combination thereof may, by intergovernmental agreement, establish a regional association to obtain or share services; and

**WHEREAS**: **§ 160A-461.  Interlocal cooperation authorized.** Any unit of local government in this State and any one or more other units of local government in this State or any other state (to the extent permitted by the laws of the other state) may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes. (1971, c. 698, s. 1.)

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**WHEREAS**: **§ 160A-466.  Revenue and expenditures for joint undertakings.** When two or more units of local government are engaged in a joint undertaking, they may enter into agreements regarding financing, expenditures, and revenues related to the joint undertaking. Funds collected by any participating unit of government may be transferred to and expended by any other unit of government in a manner consistent with the agreement. An agreement regarding expenses and revenues may be of reasonable duration not to exceed 99 years. (2003-417, s. 1.)

**WHEREAS**: **§ 160A-478.  Powers granted are supplementary.** The powers granted to cities and counties by this Article are supplementary to any powers heretofore or hereafter granted by any other general law, local act, or city charter for the same or similar purposes. (1971, c. 698, s. 1.)

**WHEREAS**: The parties are entering into this Agreement pursuant to and in accordance with N.C. Statute 160A. Article 20. Interlocal Cooperation. Part 1. Joint Exercise of Powers.

**WHEREAS**: the parties desire to implement and maintain a Regional Data Management (or Data Sharing or insert program name) System for the purpose of sharing information and data in support of public safety actions from past, current and future databases and data systems.

**WHEREAS**: The parties acknowledge and incorporate by reference any and all constraints, restrictions and requirements for access, use, compilation, reporting, storage and distribution of public safety information and data inclusive of, and not limited to, those requirements specified by the Criminal Justice Information System (CJIS), Health Insurance Portability and Accountability Act of 1996 (HIPAA N.C. Gen. Stat. §§ 75-60 – 75-66 *Identity Theft Protection Act*, N.C. Gen. Stat. § 58-2-105 *Confidentiality of medical and credentialing records,* N.C. Gen. Stat. § 58-39-45 *Access to recorded personal information,* N.C. Gen. Stat. § 58-39-75 *Disclosure limitations and conditions,* N.C. Gen. Stat. § 132-1.10 *Social security numbers and other personal identifying information,* , and the Jeanne Clery Act for transparency in campus crime reporting; and

**WHEREAS**: the parties acknowledge and comply with all constraints, restrictions and requirements for access, use, compilation, reporting, storage and distribution of public safety information and data as may be specified as confidential due to criminal investigation; and,

**WHEREAS**: the parties may have, or may seek, accreditation within the public safety industry professional organizations and/or other levels of government response.

**WHEREAS**: This Agreement is formed to memorialize the creation of the (insert name of program) governance structure, (insert name of program) Board formation and authority (or authority in place, such as a municipality), funding and budgeting mechanism.

**NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES HEREIN THAT**:

**ARTICLE 1: NAME**

Upon ratification of this Memorandum of Understanding, hereafter referred to as the Agreement or the (insert name of program) Agreement, by the legislative authorities of all participating entities, those being (insert participating entities), a regional data sharing/management system Board called the (insert name of program) Board (Board) is hereby formed with the purposes, powers and duties, and structure set forth below.

**ARTICLE 2: PURPOSE**

The (insert name of program) Board is created to perform and carry out a continuing, cooperative, comprehensive program for the sharing and maintenance of a regional data sharing/management system in accordance with applicable laws, policies and procedures, with the cooperation and assistance of its members. Unless otherwise specified by subsequent amendments, the duties of the Board shall include:

1. The execution of this public safety Data Sharing Agreement including strategies to make more efficient use of existing resources and data.
2. Implementation and execution of a Data Sharing Agreement of the (insert name of program) among all participating municipalities.

**ARTICLE 3: ORGANIZATION AND GENERAL POWERS AND DUTIES**

1. The (insert name of program) Board is structured to provide direct membership for all participating parties, which currently include (insert participating parties). Membership entitles the parties to the use of and access to the (insert name of program).
2. The (insert name of program) Board voting members include (insert list of voting member entities) The weight of each member vote will be proportionate to the use and contribution to the (insert program name). The following table depicts the aligned votes and applies to (insert program name) Board and Committee/Workgroup actions:

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Note that changes to this configuration requires action by the Policy/Budget Committee/Working Group and should be evaluated annually and anytime there is a request to add a party to this agreement; and, when any of the parties to this agreement request a review based on a change in their population, agencies served, use of system and other situations that would result in an increase in system use and/or cost.

1. The (insert program name) Board structure will include a Chair and a Vice-Chair. The Chair will serve an initial two-year term and the Vice-Chair will serve a one-year term. All subsequent terms will be for a one-year period.
   1. The Board will vote at their inaugural meeting on the initial Chair and Vice-Chair. There will be a term limit of two consecutive terms by vote of the Board for the Chair and Vice-Chair. After the initial term, subsequent Chair and Vice-Chair may continue to be elected from the membership or rotated among the membership.
   2. The Board will establish two initial standing Committees (or Working Groups) to be called the Policy/Budget Committee/Working Group and the Technical Committee/Working Group.
   3. The Board will then vote at their inaugural meeting on the initial Chair of the Policy/Budget and Technical Committees (or Working Groups).
   4. The Policy/Budget Committee/Working Group shall develop the Data Sharing components of this agreement that will govern the use, access, maintenance, distribution, manipulation, security and re-sharing of data, and other relevant factors regarding the data and information, including member agencies and non-member agencies, and non-government organizations (NGOs).
   5. Policy/Budget Committee actions on issues which determine the use or allocation of funds require an affirmative vote of no less than three-fourths (3/4) of Policy/Budget Committee members (insert stipulations regarding amount of financial contribution based on any pre-determined weighting).  Unless otherwise more strictly specified in other parts of this Agreement, all other issues shall be decided by a simple majority vote of the quorum present for the meeting.
2. Board meeting schedule shall be established as policy by the Policy/Budget Committee/Working Group with the initial 12 months of meetings to occur monthly. Once the data sharing program is completely deployed and accepted for use by the parties to this Agreement, the Board may only require quarterly meetings. The meeting schedules for the Policy/Budget and Technical Committees/Working Groups, should be established in policy as no less frequently than every six months, with the initial 12 months of meetings to occur monthly or quarterly. Individual schedule adjustments can be made by the Committees/Working Groups.
3. Voting privileges will be withdrawn if a voting member misses two consecutive Board meetings. Voting privileges are re-instated upon written request from the member governing body with commitment to attendance moving forward. If same member misses two consecutive meetings within twelve (12) months after re-instatement, then the Board may consider permanent suspension of voting privileges.
   1. If the voting member is a representative on the Policy/Budget Committee(s)/Working Group(s), and misses two consecutive meetings, the Board will take action to assign another voting member to the Committee(s)/Working group(s)
   2. If the member or designee is a representative on the Technical Committee/Working Group, and misses two consecutive meetings, the Policy/Budget Committee/Working Group will take action to assign another member or require another designee to the Committee/Working Group
4. The Board memberships will be permanent with representative positions to be appointed or re-appointed every two years.
   1. The initial terms of each representative will be two years.
   2. Subsequent appointments or re-appointments will occur every two years.
   3. The Policy/Budget Committee will advise the Board membership term appointment policy.
   4. The Policy/Budget Committee/Working Group should review this term configuration after the completion of year two of this Agreement and make any adjustments via policy change that benefit the current or future membership.
5. The Board voting configuration for Technical items is based on the membership status allowing each member party one vote. Note that all Technical Committee/Working Group actions must be reviewed and approved by the Policy/Budget Committee/Working Group.
   1. A designee can be assigned by a Board member to the Technical Committee/Working Group.
6. The Board consists of a Policy/Budget Committee/Working Group, a Technical Committee/Working Group, and other standing or temporary/special purpose committees/working groups as needed to carry out the duties and functions of the Board.
   1. There will be no proxy/designee voting on the Policy/Budget Committee/Working Group unless the proxy/designee has the authority to bind the organization via a written proxy designation memo to the Board from the member governing body.
   2. Proxy/designee voting is allowed on the Technical Committee/Working Group
7. Termination:
   1. Removal from this Agreement and the (insert program name) will be determined by a majority vote of the Board and will be based on a case-by-case review of any egregious actions by a member agency such as failure to maintain required security of data, sharing of data outside the Data Sharing Agreement parameters, and, failure to comply with provisioning requirements or restrictions.
   2. A member must present written notice of intention to withdraw from this Agreement at least six (6) months prior to the annual automatic renewal date and such withdrawal shall be effective on the automatic renewal date.
      1. A member seeking to terminate and withdraw from this Agreement will submit the request in writing and include the specific data elements that are to be removed and/or deemed not for use by the remaining members.
      2. A member seeking to terminate and withdraw form this Agreement is subject to the Policy/Budget Committee/Working Group review and will be presented with a cost to terminate that represents the cost to the Board membership as a valuation of the loss of revenue and quantifiable data value.
      3. A member seeking to terminate and withdraw from this Agreement will be allowed to review and respond to the cost to terminate. Once the cost to terminate is accepted by the member and the (insert program name), the member must deliver the cost to terminate to their respective governing body for consideration of payment.
      4. A copy of all data that can be extracted from the data base must be provided to the departing member agency within sixty (60) days of termination. The former member must explicitly request access to their originally owned data within the (insert program name) and will be responsible for any cost associated with creating a copy of the data.
   3. Regardless of the above, this Agreement may be terminated in its entirety or amended at any time by unanimous vote of the Board.
      1. In the event this Agreement is terminated in its entirety, assets of the (insert program name) shall be disposed of in the following manner:
      2. All data that can be extracted or excluded from the data base must be distributed or returned to each agency within sixty (60) days of termination. Data that cannot be extracted or excluded from the data base, must be either (1) partitioned and permanently separated from other data sets where and if possible; or, (2) flagged or marked as external data that a user must seek permission from the contributing former member for access and use; or, (3) the former member must make a determination to allow or disallow access and use by members; and/or, (4) the former member must explicitly request access to their originally owned data within the (insert program name), if it is technically possible to discern and provide by (insert program name)
      3. All other assets shall be disposed of at municipal public auction and proceeds distributed according to the most recent funding allocation table.
8. Unless otherwise changed by the Policy/Budget Committee/Working Group, the administrative support entity for the Board shall be (insert municipality name).
   1. Administrative support includes scheduling meetings, preparing agendas, issuing notices, preparing minutes and generally ensuring that all Board meetings are conducted in accordance with the **N**.**C**. **Open Meetings Law**, which is codified as Article 33C of General **Statutes Chapter** 143, beginning at G.S. 143-318.9.
   2. The (insert municipality) shall be responsible for administrative services including but not limited to legal services, record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, and other supportive services.
   3. The (insert municipality) will maintain records of all staff hours and resources applied to the support of the Board and Committees/Working Groups. This will be submitted as an invoice for services to the Board annually. The invoiced amount will be reduced from the (insert municipality) cost of membership as will be detailed in the budget contribution.
   4. The Policy/Budget Committee/Working Group has the authority to re-assign the support services as requested or required no more than once every two years.
9. The Board planning activities are guided by the Policy/Budget Committee/Working Group. The Board has final authority over all matters affecting the (insert program name).
10. The Technical Committee/Working Group provides technical information, advice and recommendations to the Policy/Budget Committee/Working Group and conducts or oversees the technical planning and implementation functions and duties for the (insert program name).
11. The Policy/Budget Committee/Working Group develops and recommends the annual budget to the Board. Interim expenditure considerations are the responsibility of the Policy/Budget Committee/Working Group for impact review and recommendations.
12. The designated support entity (insert municipality) shall provide preliminary assurance as needed, of matching funds enough to capture available State and Federal Funding, including grant opportunities, with actual match to be provided by agencies or entities using said funds.
13. After approval of the Policy/Budget Committee/Working Group, the designated (insert municipality) representative shall enter contracts on behalf of the (insert program name) as needed.
14. All parties to this Agreement commit to provide to the (insert municipality) all data relevant to the (insert program name) except self-defined restricted data.
15. All participating entities agree to provide funding to the (insert municipality) based on the allocation formula contained in Article 7 below.

**ARTICLE 4: POLICY/BUDGET COMMITTEE/WORKING GROUP MEMBERSHIP**

The Policy/Budget Committee/Working Group shall consist of the following: (insert configuration based on participating entities)

**ARTICLE 5: POWERS AND DUTIES OF THE POLICY/BUDGET COMMITTEE/WORKING GROUP**

It will be the responsibility of the Policy/Budget Committee/Working Group to develop and review formal agreements relative to the (insert program name) for participating agencies and submit recommendations to the Board for approval.

The Policy/Budget Committee/Working Group shall develop and recommend the annual budget to the Board. Interim expenditure considerations are the responsibility of the Policy/Budget Committee/Working Group, who in turn will conduct an impact review and develop recommendations for the Board.

1. Background: (provide detail of background for program here, to include any existing agreement/s)
2. The Policy/Budget Committee/Working Group of the Board will develop an annual budget for the maintenance, upgrades, version updates, expansion or reconfiguration as needed, and potential eventual replacement of the (insert program name) to accommodate the requirements of the Board membership.
   1. The Policy/Budget Committee/Working Group shall develop budget policy that includes, but is not limited to, a metering clause to control large budget changes; a capital improvement plan budget (*aka* evergreen policy) for future system upgrades, replacement and/or expansion.
   2. The Board will direct the Policy/Budget Committee/Working Group to work with the Technical Committee/Working Group to develop a fiscal plan and budget.
3. Funding Allocation:
   1. Shared costs are those which all participants to this Agreement will pay based on the allocation formula. They are to cover all (insert program name) operating costs.
   2. The Budget Committee/Working Group will develop a funding contribution recommendation for review and approval to policy by the Policy/Budget Committee/Working Group.
      1. The funding mechanism will be formula-based with allocations determined for use of the (insert program name).
      2. The Policy/Budget Committee/Working Group will review and approve, and convert to policy, the funding mechanism that will be incorporated into this Agreement as an amendment requiring each Board member to execute.
   3. Dedicated costs are those costs incurred by individual participants to operate and maintain their records data within their own organizations to include the error correction process prior to submission of data to the (insert program name), and during the audit of said data.
      1. These include, but are not limited to, hardware, software and training costs. These are to be paid internally by each entity through their normal budget process.
4. The Policy/Budget Committee/Working Group will develop and document policy for the introduction of additional parties to this agreement, for Board approval to include membership criteria; voting rights, if any; cost sharing and/or cost of membership; process for determining contribution, use and access of and to data in the (insert program name).
5. The Policy/Budget Committee/Working Group will develop and document policy for Board approval regarding the format, use, access, compilation, distribution and third-party access and use of data and information in the (insert program name) by parties of this Agreement. The details of these policies will form the remaining content of this Data Sharing Agreement.
6. The Policy/Budget Committee/Working Group will develop and document policy for Board approval regarding the access, use and distribution of data and information in the (insert program name) by external requesting parties, to include criteria and qualifications for use and access, specifically for any and all data and information protected under existing and future, and incorporated by reference, privacy, confidentiality, criminal justice and medical restrictions for viewing, use and access. The details of these policies will form the remaining content of this Data Sharing Agreement.
7. The Policy/Budget Committee/Working Group is responsible for developing goals and objectives, policy, priorities, and procedures, for Board approval.
   1. The Policy/Budget Committee/Working Group is responsible for developing policy and adherence requirements for standardizing data across membership agencies. This includes, but is not limited to, adherence – where and when possible - to existing data sharing standards as endorsed or publicized by the National Institute of Standards and Technology (NIST) and Integrated Justice Information Systems (IJIS). The details of these policies will be remaining content for this Data Sharing Agreement.
   2. The Policy/Budget Committee/Working Group is responsible for the identification of, and compliance with, and adherence to, all data use, access and sharing requirements, restrictions, constraints and provisions, relative to the data to be shared, stored and used, and expungement of data, by parties to this Agreement. These constraints include but may not be limited to privacy, criminal justice, confidentiality, and other previously identified constraints/restrictions. The details of these policies will be remaining content for this Data Sharing Agreement.
   3. The Policy/Budget Committee/Working Group will work with the Technical Committee/Working Group to develop a Data Audit policy for Board approval that will be included in this Data Sharing Agreement.
      1. The Data Audit policy will include, but not be limited to, compliance with this Data Sharing Agreement regarding condition of data; quality assurance and control; audit steps or components; requirements and schedule; and consequences for agencies that are out of compliance for a specific timeframe and/or critical data condition, and security requirements.
8. The Policy/Budget Committee/Working Group is responsible for the review, update and submission to the Board for approval, of the (insert program name) policies/bylaws, and this Data Sharing Agreement (additional content included by reference).
9. The Policy/Budget Committee/Working Group reviews and recommends plans and budgets to the Board. The Policy/Budget Committee/Working Group ensures the availability of functional, technical, human and organizational resources to carry out implementation of adopted plans and budgets.
10. The Policy/Budget Committee/Working Group has the power to establish and appoint members to other permanent/standing, temporary/ad hoc or special purpose committees as needed to carry out the duties of the Board.
    1. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Policy/Budget and Technical Committees/Working Groups.
    2. The business of said temporary or special purpose committees shall be conducted in a manner like that outlined for the Technical Committee/Working Group and as further directed by the Policy/Budget Committee/Working Group.
11. The Policy/Budget Committee/Working Group has the authority to develop and recommend by-laws governing or directing the activities and procedures of and for the (insert program name) and Board, and to make recommendations to expand upon the terms of the Agreement, provided such by-laws do not conflict with the terms of this Agreement.
12. Subject to approval of the Board, (insert municipality) on behalf of the Board membership is empowered to enter into contracts and agreements with units of Federal, State and local government, quasi-governmental entities, private corporations, not-for-profit organizations, partnerships and individuals at the request of the Board for the benefit of the (insert program name).
13. Subject to approval of the Board, (insert municipality), on behalf of the Board, is empowered to receive grants, loans, gifts, bequests and funding from Federal, State and local units of government, quasi-governmental entities and from public and private sources for the benefit and use of the (insert program name).

**ARTICLE 6: MEMBERSHIP CRITERIA AND TERMS – POLICY/BUDGET COMMITTEE/WORKING GROUP**

New members may be added to the Policy/Budget Committee/Working Group by simple amendment to this Agreement. However, it is agreed the following criteria will be followed when considering new Policy/Budget Committee/Working Group membership:

1. The existing members and the petitioning entity must reach mutual agreement regarding voting powers and any other factors considered relevant. Decisions on issues involving the use of funds shall require a majority approval of the total Policy/Budget Committee/Working Group membership, with said majority requiring the inclusion of (list any members that this may apply to, such as large system users).
2. The entity applies for membership and makes a formal written request to the Policy/Budget Committee/Working Group for consideration of membership and agrees to annual funding formula of (insert program name).
3. The entity shall pay a one-time entrance fee in addition to their portion of the (insert program name) annual budget as determined by the (insert program name) allocation formula.
   1. The one-time payment may be spread across multiple fiscal years.
   2. During that period and until the payment is completed, the new member is allowed voting privileges but cannot serve as committee Chair or Vice Chair.

The Policy/Budget Committee/Working Group participants may occasionally need to be changed or added to in response to changes in the Board membership needs. The Board shall have the authority, without qualification, to change or add participants to the Policy/Budget Committee/Working Group.

**ARTICLE 7: TECHNICAL COMMITTEE/WORKING GROUP MEMBERSHIP**

Unless otherwise expanded or modified by further action of the Policy/Budget Committee/Working Group, the Technical Committee/Working Group consists of the Board membership appointed technical representatives from their respective public safety agencies and information technology departments involved in the use and maintenance of the (insert program name).

**ARTICLE 8: POWERS AND DUTIES OF THE TECHNICAL COMMITTEE/WORKING GROUP**

1. The Technical Committee/Working Group provides technical advice and recommendations to the Policy/Budget Committee/Working Group on all matters pertaining to the technical functions of the (insert program name) and on other related matters referred to them by the Policy/Budget Committee/Working Group.
2. Technical Committee/Working Group meetings will be structured like Policy/Budget Committee/Working Group meetings with one voting and one proxy member designated and approved by the Policy/Budget Committee/Working Group representative from each respective voting member of the Board.
3. Any resolutions presented to the Technical Committee/Working Group shall be voted on in the final format. In addition, the Technical Committee’s/Working Group’s vote record - listed by each member agency - shall be included in the Policy resolution.
4. This committee participates in the evaluation of the procurement for services related to hardware and software selection, any future data auditing, conversion and vendor selection necessary for implementation as a shared cost.
5. The Technical Committee/Working Group establishes and appoints members to other temporary or special purpose committees as needed to carry out the duties of the Technical Committee/Working Group.
   1. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical Committee/Working Group or Policy/Budget Committee/Working Group.
   2. The business of said temporary or special purpose committees shall be conducted in a manner like that outlined for the Technical Committee/Working Group and as further directed by the Technical Committee/Working Group.
6. Other responsibilities include standards development and budget development input.

**ARTICLE 9: NEW MEMBERSHIP CRITERIA AND TERMS - TECHNICAL COMMITTEE/WORKING GROUP**

Technical Committee/Working Group entities may occasionally need to be changed or added in response to changes in Board membership needs. The Policy/Budget Committee/Working Group, by unanimous agreement of its members, shall have the authority, without qualification, to change or add Technical Committee/Working Group entities. The Policy/Budget Committee/Working Group may also appoint new Technical Committee/Working Group entities by simple majority vote.

**ARTICLE 10: MEETINGS - VOTING – MISCELLANEOUS**

1. The Policy/Budget and Technical Committees/Working Groups meet regularly. The Committees’ Chairs or, in the absence of the Chair, the Vice Chair, has the authority to cancel or reschedule Committee/Working Group meetings, to call special or emergency meetings, to continue meetings, or to change the schedule of regular meetings, as needed to conduct the business of the Board.
2. A quorum of a Committee/Working Group and/or any other temporary or special purpose committee/working group established under the powers established herein, consists of a majority of a committee’s/working group’s members, respectively, unless otherwise determined by the Committee/Working Group.
3. All Committee/Working Group actions on issues which determine the use or allocation of funds require an affirmative vote of no less than three-fourths (3/4) of Policy/Budget Committee/Working Group members (insert any further stipulations such as weighted membership based on use of system) . Unless otherwise more strictly specified in other parts of this Agreement, all other issues shall be decided by a simple majority vote of the quorum present for the meeting.
4. Formal minutes of all meetings of the Committees/Working Groups and other special standing or temporary committees/working groups shall be kept.
5. All Board meetings are open to the public with appropriate public notice, held in places accessible to the handicapped, and conducted in accordance with the **N**.**C**. **Open Meetings Law**.
6. Voting and representation through another person authorized to act for a member (proxy) is permitted on the Policy/Budget Committee/Working Group and under extraordinary circumstances, for a member of the Board.
   1. Authorization must be in the form of a written statement from the official member giving the proxy. Such authorization may be permanent or limited at the discretion of the official member granting the proxy.
   2. Absentee voting is not allowed – this includes video and teleconferencing.
   3. No single person may represent or vote for more than a single member agency at any meeting.
7. Proxy voting and representation is permitted on the Technical Committee/Working Group, to the extent needed.
   1. Written authorization is not required, but new persons or persons not normally representing member agencies announce which member agency they are authorized to represent at the start of the meeting.
   2. Absentee voting is not allowed.
   3. No single person may represent or vote for more than one member agency at any meeting.
8. The business of the Policy/Budget and Technical Committees/Working Groups meetings are to be conducted in accordance with the following and in the same order of priority to avoid conflict:
   1. State law
   2. The terms of this Agreement
   3. Applicable by-laws of the Board, if any
   4. Roberts Rules of Order
9. Appropriate Committee/Working Group actions are made in the form of written resolutions approved or denied through formal motions at the meetings.
   1. At the discretion of the Chair, simpler Committee/Working Group actions or directions to other Committee(s)/Working Group(s) may be made in the form of motions.
   2. All official actions and the votes thereon shall be recorded in the minutes.
   3. Most Technical Committee/Working Group actions will be in the form of motions which make recommendations or deliver information to the Policy/Budget Committee/Working Group.

**ARTICLE 11: SEVERABILITY**

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern activities of the Board, or subsequent application thereof, are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provisions of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application, and to this end, the provisions of this Agreement are declared severable.

**ARTICLE 12: RATIFICATION AND AMENDMENT**

1. Additional parties to this Agreement may participate through adoption of an authorizing resolution or ordinance like those adopted by the original members; each current party to the Agreement must authorize participation of additional members through adoption of a resolution.
   1. The Policy/Budget Committee/Working Group must review the request for membership and determine if the requesting entity meets the criteria as established in policy, to include membership status and voting rights.
   2. The Policy/Budget Committee/Working Group is responsible for determining the contributing cost or cost of membership.
2. The initial term of this Agreement shall be effective upon ratification by the last participating entity and shall renew automatically for one-year terms with the start of each new fiscal year thereafter unless terminated sooner as set forth herein.

**ARTICLE 13: CLAIMS**

In the event of a claim, loss, or damage to persons or property arising out of the activities of the parties, their agents, employees or contractors pursuant to this Agreement, the parties shall confer on the proper conduct of the defense or settlement of such claim. Any costs of defense of a claim, settlement of a claim mutually agreed to by the parties, or judgment entered against either or any parties as a result of a claim shall be shared equally by the parties.

**ATTEST:**

(add signature lines with designated authorities named for each participating local entity)