

**ANCILLARY AGREEMENT 01  
FOR PROCURMENT OF A SHARED/HOSTED 9-1-1 CALL HANDLING SYSTEM  
AND RELATED  
SHARED WIDE AREA NETWORK CONNECTIVITY  
AND SHARED DATA CENTER USAGE**  
(Document: ALLIEDINHEMESHCSOMECC.2014-0304)

to the

**MASTER COOPERATIVE AGREEMENT  
FOR PLANNING AND COORDINATING  
DELIVERY OF EMERGENCY COMMUNICATIONS SERVICES**  
(Document: MESB.2014-0226)

THIS ANCILLARY AGREEMENT is made and entered into by and between Allina Health Emergency Medical Services, Hennepin County, City of Edina, City of Minneapolis, and Hennepin Healthcare System, Inc., (collectively, the “**Parties**”) which own and operate individual Public Safety Answering Points (“**PSAPs**”) or Secondary PSAPs, and the Metropolitan Emergency Services Board (“**MESB**”).

**WITNESSETH:**

WHEREAS, the MESB was established to facilitate the planning and coordinate the delivery of emergency communications services including E9-1-1 and emerging services such as next generation (NG)9-1-1; and

WHEREAS, the five (5) metropolitan area PSAPs listed herein have an immediate need to replace their existing 9-1-1 call processing equipment; and

WHEREAS, Hennepin County, the City of Edina, and the City of Minneapolis operate Primary PSAPs and Allina Health Emergency Medical Services and Hennepin Healthcare System, Inc., operate Secondary PSAPs; and

WHEREAS, these PSAPs will benefit financially and/or operationally from common ownership and management of a Shared/Hosted 9-1-1 Call Handling System; and

WHEREAS, the Shared/Hosted 9-1-1 Call Handling System will require a Wide Area Network for connectivity and usage of two (2) Data Centers for Common Equipment housing; and

WHEREAS, the procurement of a Shared/Hosted 9-1-1 Call Handling System, a Wide Area Network and Data Center usage, would be best served through a cooperative approach; and

WHEREAS, the MESB in cooperation with the Parties to this Ancillary Agreement, and other Metropolitan area PSAPs issued a Request for Proposals (RFP) for a Shared/Hosted 9-1-1 Call Handling System that could be networked among and utilized by these PSAPs needing equipment and/or software upgrades; and

WHEREAS, the proposal from Independent Emergency Services (IES), the Equipment Vendor, was selected because it offers a Shared/Hosted 9-1-1 Call Handling System that is technically sound, provides opportunities to contain aggregate costs, enhances PSAP telephone call processing interoperability, improves intra-PSAP and inter-PSAP backup processes, and offers best value; and

WHEREAS, Hennepin County will provide portions of the Data Center Wide Area Network connectivity, as described herein; and

WHEREAS, the remaining required network connectivity between the PSAPs and the Data Centers, in the form of PSAP Wide Area Network links, will be procured in accordance with individual PSAP needs; and

WHEREAS, Hennepin County will provide space in their facilities for two (2) Data Centers as described herein; and

WHEREAS, the MESB has the expertise to serve as Contract Manager/Fiscal Agent on behalf of the other Parties to this Ancillary Agreement who own and operate the PSAPs; and

WHEREAS, the Parties and the MESB are all “governmental units” as that term is used in Minnesota Statutes § 471.59, subdivision 1 (which includes nonprofit hospitals licensed under §§ 144.50 to 144.56 as “governmental units”), and are authorized under that statute to enter into this Exhibit.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties and the MESB agree as follows:

## **ARTICLE 1 PURPOSE**

- 1.01 The purpose of this Ancillary Agreement is to describe and define the governing relationship between and among the Parties relative to procurements of a Shared 9-1-1 Call Handling System, related shared Wide Area Network Connectivity, and related shared Data Center Usage, as identified herein.

## **ARTICLE 2 COOPERATION**

- 2.01 The Parties and the MESB hereto will cooperate and use reasonable efforts to ensure that the various provisions of this Ancillary Agreement are fulfilled.

## **ARTICLE 3 DEFINITIONS**

For purposes of this Ancillary Agreement, the following Definitions apply:

- 3.01 **“Common Equipment”** means 9-1-1 Call Handling System control equipment

provided by the Equipment Vendor which will be located at two or more Data Centers and will facilitate call processing for local and remote PSAP client workstations.

- 3.02 **"Data Center"** means the specific location(s) housing the Common Equipment. The Data Center(s) may or may not be located on a PSAP premises.
- 3.03 **"Equal Voting"** means each Party has one vote. Equal Voting requires a Simple Majority Quorum to vote, and a majority vote of the representatives present to adopt a resolution.
- 3.04 **"Equipment Room"** means the location in a PSAP which houses the local system central processing units, gateways, routers, switches and other peripherals required to allow interoperability between the Common Equipment and the PSAP client workstations.
- 3.05 **"Equipment Vendor"** means the vendor which is under contract with the Parties and the Contract Manager for the purchase of System equipment, software, and related services identified in a duly executed purchase agreement.
- 3.06 **"Maintenance Vendor"** means the vendor which is under contract with the Parties and the Contract Manager for services for the Common Equipment and the PSAP Equipment identified in a duly executed maintenance agreement.
- 3.07 **"Ownership Percentage"** means the percentage of each Party's indivisible ownership of the Common Equipment, and is also equal to the percentage of each Party's payments for the Common Equipment as well as each Party's value for the purposes of Weighted Voting. The following formula will be used to determine Ownership Percentage for each Party:  $(E + R + P) / T = OP$
- "E" represents one half of the Common Equipment Cost allocated equally among the Parties (e.g. 1/5).
- "R" represents one half of the Common Equipment Cost allocated by a ratio of the count of a Party's workstations to the count of all workstations (e.g. 4/111).
- "P" represents the Party's Local Equipment Cost.
- "T" represents the overall Total System Cost.
- "OP" represents the Ownership Percentage.
- 3.08 **"Public safety answering point (PSAP)"** means a communications facility operated on a 24-hour basis which first receives 9-1-1 calls from persons in a 9-1-1 service area and which may, as appropriate, directly dispatch public safety services or extend, transfer, or relay 911 calls to appropriate public safety agencies.
- 3.09 **"Secondary public safety answering point"** means a communications facility that: (1) is operated on a 24-hour basis, in which a minimum of three public safety answering points (PSAPs) route calls for post-dispatch or pre-arrival

instructions; (2) receives calls directly from medical facilities to reduce call volume at the PSAPs; and (3) is able to receive 9-1-1 calls routed to it from a PSAP when the PSAP is unable to receive or answer 9-1-1 calls.

- 3.10 **“PSAP Equipment”** means client workstation monitors, dispatch area central processing units, and other peripherals located in the dispatch area of the PSAPs that are required under the agreement with the Equipment Vendor to facilitate the processing of 9-1-1 calls routed from the Common Equipment.
- 3.11 **“Parties to a Shared/Hosted System”** means that each Party included in a Shared/Hosted System will be identified in an Ancillary Agreement. Each Ancillary Agreement shall be executed by the identified Parties.
- 3.12 **“Party’s Local Equipment Cost”** means the aggregate costs for each PSAP, including Equipment Room equipment and PSAP Equipment as represented in the agreements with the Equipment Vendor. This aggregate cost will include a PSAP’s related back-up center costs as determined to be necessary by the participating PSAP organization, where applicable, in said agreements.
- 3.13 **“Phased Project”** means the Parties will implement services at differing time intervals as determined by the Parties and the vendor.
- 3.14 **“Reserve Fund”** means the fund established by the Parties pursuant to Article 6 for the purpose of emergency expenditures and service related costs not otherwise provided for herein.
- 3.15 **“Simple Majority Quorum”** means a majority of the Parties to this Ancillary Agreement are present at a meeting.
- 3.16 **“Shared/Hosted System”** or **“System”** means a 9-1-1 Call Handling System that has Common Equipment at one or more Data Centers providing shared call distribution services to remote client workstations at PSAPs.
- 3.17 **“System Owners Group (SOG)”** means a group made up of a single representative from each Party to this Ancillary Agreement. The SOG rights and responsibilities are described in this document. There may be an SOG for each Ancillary Agreement. Representatives may be a member of one or more SOGs.
- 3.18 **“Weighted Voting”** means each Party has a value in voting that is equal to the Party’s Ownership Percentage. Weighted Voting requires a Simple Majority Quorum to vote, and a majority of the Weighted Votes of the representatives present to adopt a resolution.
- 3.19 **“Wide Area Network (WAN)”** means the data connectivity media and equipment (including fiber, copper, and other suitable transport modes) which delivers information between and among the **Data Centers and Equipment Rooms**.

**ARTICLE 4**  
**ANCILLARY AGREEMENT 01 TO MASTER COOPERATIVE AGREEMENT**

- 4.01 This is Ancillary Agreement 01 to the Master Cooperative Agreement attached hereto.
- 4.02 This Ancillary Agreement includes the Parties making a procurement, as well as the MESB, agreeing to terms and conditions of a Shared/Hosted Call Handling System, a Shared Wide Area Network and Shared Data Centers' usage.
- 4.03 This Ancillary Agreement includes Terms and Conditions related to the equipment and services being procured, which will be enforced in addition to the Master Cooperative Agreement, if applicable.

**ARTICLE 5**  
**TERM**

- 5.01 This Ancillary Agreement shall take effect upon execution by the Parties, and shall have an initial term of five years ("**Initial Term**").
- 5.02 This Ancillary Agreement will automatically renew for successive two-year periods following expiration of the Initial Term ("**Renewal Term**").

**ARTICLE 6**  
**ROLES AND RESPONSIBILITIES OF THE PARTIES FOR THE**  
**SHARED 9-1-1 CALL HANDLING SYSTEM**

- 6.01 Each Party will assume the roles and responsibilities as described herein.
- 6.02 Each Party shall be responsible for its share of the cost for initial acquisition of, and any future moves, additions and changes to, Common Equipment, services, and related software, including license, as set forth in this Ancillary Agreement, and included in related Purchase and/or Maintenance Agreements and Attachments and any amendments to said Agreements, based on Ownership Percentage at the time of the purchase **or as amended**.
- 6.03 Each Party shall be responsible for the full cost for its initial acquisition of, and any future moves, additions and changes to, its PSAP Equipment, services and related software, including license, as set forth in this Ancillary Agreement and included in related Purchase and/or Maintenance Agreements and Attachments and any amendments to said Agreements.
- 6.04 Each Party shall sign a joint purchase agreement with the Equipment Vendor for the purchase of the Common Equipment, and related software, including licenses and services, and amendments to the agreement for future moves, additions and changes to the Common Equipment, and related software, including licenses and services. The purchase agreement shall have signatory blocks that will correspond with the Party's consolidation into a Shared/Hosted System.

- 6.05 Each Party shall sign an attachment to the joint purchase agreement with the Equipment Vendor for the purchase of the PSAP Equipment, and related software, including licenses and services, and amendments to the agreement for future moves, additions and changes to the PSAP Equipment, and related software, including licenses and services.
- 6.06 Each Party's respective system configuration, including an equipment list and related pricing shall be represented in the individual purchase agreement.
- 6.07 Each Party shall sign a joint maintenance agreement with the Maintenance Vendor for the maintenance of the Common Equipment, and related software, including licenses and services, and amendments to the agreement for future moves, additions and changes to the Common Equipment, and related software, including licenses and services. The maintenance agreement shall have signatory blocks that will correspond with the Party's consolidation into a Shared/Hosted System.
- 6.08 Each Party shall sign an attachment to the joint maintenance agreement with the **Maintenance** Vendor for the maintenance of the PSAP Equipment, and related software, including licenses and services, and amendments to the agreement for future moves, additions and changes to the PSAP Equipment, and related software, including licenses and services.
- 6.09 Upon receipt of the Equipment Vendor's invoice, each Party shall directly pay the Equipment Vendor for the purchase of its Ownership Percentage of the Common Equipment, in accordance with the terms of the purchase agreement and any amendments thereto.
- 6.10 Upon receipt of the Equipment Vendor's invoice, each Party shall directly pay the Equipment Vendor for the PSAP Equipment, and related software, including licenses and services, in accordance with the terms of the purchase agreement and any amendments thereto.
- 6.11 Following System acceptance and upon final payment, a Party shall own an undivided share of the Common Equipment and any future equipment changes or additions based on its Ownership Percentage at the time of the purchase **or as amended**.
- 6.12 All Common Equipment, PSAP Equipment, and maintenance services shall be purchased solely from the Equipment Vendor and Maintenance Vendor pursuant to the provisions of the agreements with the Equipment Vendor and the Maintenance Vendor, except as otherwise authorized by the SOG.
- 6.13 Each Party, connected to the Data Centers, shall be responsible for its share of the cost for the Wide Area Network, which traverses from Data Center to Data Center, including initial acquisition of and any recurring costs, as set forth in the

agreement with the Network Service Provider(s), based on Ownership Percentage at the time of the purchase or as amended.

6.14 Each Party shall solely own its PSAP Equipment. Each PSAP shall be responsible for its back-up and disaster recovery strategy, including cost of hardware, software and licenses.

6.15 The Parties shall make an initial total contribution to a Reserve Fund in the amount of sixty thousand dollars (\$60,000). The Parties' contributions shall be allocated by formula equal to Ownership Percentage.

6.16 These contributions shall be supplemented by the Parties as determined necessary. The Parties' supplemental contributions shall be allocated by formula equal to Ownership Percentage.

6.17 At the beginning of each calendar year, each Party shall submit to the MESB its annual contribution for other service related costs. The SOG shall approve the amount of the total contribution and cost-allocation plan for the year. The MESB shall send each Party notice of its allocation.

## **ARTICLE 7 ROLES AND RESPONSIBILITIES OF THE PARTIES FOR THE WIDE AREA NETWORK (WAN) CONNECTIVITY**

7.01 Each Party will assume the roles and responsibilities as described herein.

7.02 Each Party agrees that the Wide Area Network (WAN) connectivity will be segmented into and addressed in two (2) areas:

- Shared core WAN connectivity between Data Centers
- Individual segment WAN connectivity between Data Centers and Equipment Rooms

7.03 Each Party shall be responsible for its share of the cost for initial acquisition of, and any future moves, additions and changes to, Shared WAN connectivity, services, and related software, including license, as set forth in this Exhibit.

7.04 Each Party shall be responsible for its cost for initial acquisition of, and any future moves, additions and changes to, Individual WAN connectivity, services, and related software, including license, as set forth in this Ancillary Agreement.

7.05 The Shared WAN connectivity will be provided in whole by Hennepin County.

7.06 Hennepin County will determine costs to be attributable to the Shared WAN and charge the other Parties for their share as provided in Article 8. These costs will be "above and beyond" otherwise anticipated costs for their own non-Shared connectivity requirements.

- 7.07 The Individual WAN connectivity will be established collectively by the Parties.
- 7.08 The Shared/Hosted System(s) require(s) network connectivity. The network(s) shall be a private Wide Area Networks (WAN) which are owned, leased, or a combination of both, by the Parties.
- 7.09 The WAN shall be monitored and managed. Said monitoring and management may be provided by (an) out-sourced organization(s) as determined and approved by the SOG.
- 7.10 The WAN shall provide a fully redundant and diversely routed physical network between the Data Centers and to each PSAP from each Data Center.
- 7.11 The WAN provider(s) shall have Service Level Agreements (SLA) written into contracts with the Parties.
- 7.12 The WAN costs shall be allocated to the Parties as described herein.
- 7.13 The WAN may be redesigned in accordance with the needs of the Parties as approved by the SOG.

**ARTICLE 8**  
**ROLES AND RESPONSIBILITIES OF THE PARTIES FOR THE**  
**SHARED DATA CENTER USAGE**

- 8.01 Each Party will assume the roles and responsibilities as described herein.
- 8.02 Hennepin County will provide access to two (2) Data Centers at the following locations:
- Hennepin County Sheriff's Communications Center, 1245 Shenandoah, Plymouth, MN
  - Hennepin County Government Center, 300 South 6<sup>th</sup> Street, Minneapolis MN.
- 8.03 Each Party shall be responsible for its share of the cost for initial acquisition of, and any future moves, additions and changes to, Shared Data Center Usage, services, and related software, including license, as set forth in this Ancillary Agreement.
- 8.04 The Contract Manager shall enter into a separate Data Center agreement with the owner of each Data Center which specifies operational requirements, Service Level Agreements (SLAs), and compensation, subject to final approval of the System Owners Group by Weighted Voting.
- 8.05 The Data Center agreement will also include provisions for allocating costs attributable to the Shared WAN.

- 8.06 The Contract Manager shall invoice each Party for its share of the payments due under the Data Center agreement.

## **ARTICLE 9 ROLES AND RESPONSIBILITIES OF MESB**

- 9.01 The Parties hereby designate the MESB as the Parties' Contract Manager/Fiscal Agent ("**Contract Manager**") for the purposes of this Ancillary Agreement.
- 9.02 The Contract Manager and the Parties shall execute a single Master Purchase Agreement with the Equipment Vendor for the procurement, construction, and implementation of the Common Equipment and related software, including licenses and services.
- 9.03 The Contract Manager and the Parties shall execute a single contract with the Maintenance Vendor for ongoing annual maintenance of the Common Equipment and the PSAP Equipment.
- 9.04 Prior to receipt of an invoice from the Equipment Vendor, the Contract Manager will coordinate with each Party and notify them of their Ownership Percentage share of the purchase price of the Common Equipment and related software and services and the Party shall pay the Equipment Vendor directly in accordance with the terms of the Purchase Agreement.
- 9.05 Prior to receipt of an invoice from the Equipment Vendor, the Contract Manager will coordinate with the each Party and notify them of the cost for the Party's PSAP Equipment and related software and services, and the Party shall pay the Equipment Vendor directly in accordance with the terms of the Purchase Agreement Attachment.
- 9.06 Prior to receipt of an invoice from the Equipment Vendor, the Contract Manager will coordinate with each Party and notify them of their Ownership Percentage share of the cost for maintenance of the Common Equipment and related software and services and the Party shall pay the Equipment Vendor directly in accordance with the terms of the Maintenance Agreement.
- 9.07 Prior to receipt of an invoice from the Equipment Vendor, the Contract Manager will coordinate with the each Party and notify them of the cost for maintenance of the Party's PSAP Equipment and related software and services, and the Party shall pay the Maintenance Vendor directly in accordance with the terms of the Maintenance Agreement.
- 9.08 The Contract Manager may be the sole signatory for any additional contracts per authorization by the System Owners Group as defined and described in this Ancillary Agreement.
- 9.09 It is not anticipated that the Contract Manager will have any direct involvement in

facilitating the contracting, invoicing, or processing payments for Individual WAN connectivity.

- 9.10 The Contract Manager shall, where applicable and directed by the SOG, invoice the Parties for their Ownership Percentage share of authorized costs and shall pay vendors as defined and described by this Ancillary Agreement.

The Contract Manager shall be authorized to spend up to \$10,000 in the aggregate during the applicable budget cycle for other common expenses of the Parties without action by the System Owners Group, if provided in the SOG-approved budget.

The Contract Manager shall be authorized to spend between \$10,000 and \$20,000 in the aggregate during the applicable budget cycle for other common expenses of the Parties, after consultation with, and upon approval by, the System Owners Group by Weighted Voting, if provided in the SOG-approved budget.

The Contract Manager shall be authorized to spend between \$20,000 and \$50,000 for other common expenses of the Parties to remedy an emergency situation in which the 9-1-1 call handling system functionality is substantially impaired or not functional, after consultation with, and upon approval by, the Chairperson or Vice Chairperson of the System Owners Group. The Contract Manager shall notify all SOG representatives of such action as soon as possible after the event.

## **ARTICLE 10 GOVERNANCE - SYSTEM OWNERS GROUP**

- 10.01 The System Owners Group, consisting of one representative designated by the governing body of each Party of this Ancillary Agreement, or that person's designee, shall meet quarterly, and at such other times as deemed necessary by the Chairperson to carry out the purposes of this Ancillary Agreement. The representative and/or designee must be a person familiar with the Party's PSAP operations as a supervisor or manager. Each Party may designate one or more alternates. Each Party shall provide to the Contract Manager a resolution or letter which identifies the representative and designees, by title or name, and authorizes their participation in the SOG. Designation of a representative and designee constitutes a grant of authorization to act in accordance with the provisions of the Master Agreement and this Ancillary Agreement.
- 10.02 The SOG shall select a Chairperson and a Vice Chairperson with responsibilities as set forth in this Ancillary Agreement and as further identified by the SOG.
- 10.03 The System Owners Group shall:
- 10.03.1 assist the Contract Manager with the creation and configuration of the

NG9-1-1 Call Handling System's global settings, set standards, and provide the information to the Contract Manager.

assist the Contract Manager with the design and implementation of the Wide Area Network.

assist the Contract Manager with the determination of Data Center Usage costs, and allocation of those costs to the Parties.

10.03.2 develop the NG9-1-1 Call Handling System technical, operational and maintenance standards and provide those to the Contract Manager

develop the Wide Area Network technical, operational and maintenance standards, as well as Service Level Agreements and Network Monitoring plans for the Wide Area Network, and provide those to the Contract Manager.

develop the Data Center Service Level Agreements and provide those to the Contract Manager.

10.03.3 maintain ongoing communications with, and provide assistance to, the Contract Manager on an ongoing basis regarding the status of contract issues with the Equipment Maintenance Vendors.

Maintain ongoing communications with, and provide assistance to, the Contact Manager on an ongoing basis regarding the status of the Wide Area Network and its operation.

Maintain ongoing communications with, and provide assistance to, the Contact Manager on an ongoing basis regarding the status of the Data Center Usage.

10.04 Following implementation of the NG9-1-1 Call Handling System, the System Owners Group shall be responsible for developing plans for future System moves, additions and changes for discussion by the Parties and the MESB.

Following implementation of the Wide Area Network connectivity, the System Owners Group shall be responsible for developing plans for future WAN moves, additions and changes for discussion by the Parties and the MESB.

Following implementation of the Data Center, the System Owners Group shall be responsible for developing plans for future usage, moves, additions and changes for discussion by the Parties and the MESB.

10.05 Weighted Voting shall be used on contractual issues and on the expenditure of funds. Equal Voting shall be used on all non-monetary matters.

- 10.06 Each representative shall be entitled to vote, including the Chairperson as indicated herein.
- 10.07 The MESB shall be entitled to have a representative participate in meetings, but shall not be entitled to vote.

## **ARTICLE 11 PURCHASING**

- 11.01 If a Party wishes to make an individual purchase of a System enhancement, the Party shall inform the SOG, as identified herein, of the desired enhancement and request an analysis by the SOG of the impact, if any, of the desired enhancement on the respective system. The Party shall not purchase or install the enhancement until any adverse impact on the respective system software, as identified by the SOG, has been addressed as part of the purchase and installation of the enhancement.

## **ARTICLE 12 ADDITIONAL PARTIES**

- 12.01 The Ancillary Agreement's System Owners Group shall, by Weighted Voting of the Parties, establish conditions for another PSAP owner becoming a Party, including sharing in an allocation of a prorated share of the cost of the Common Equipment **and their share of the Reserve Fund**.
- 12.02 Additional Parties shall be added by an amendment to this Agreement which shall be approved by the governing bodies of the Parties, the additional PSAP owner and the MESB, and shall include a recalculation of the Ownership Percentage for all Parties. The revised Ownership Percentage is to become effective upon the new Party joining the consortium. Payment by the new Party of its Ownership Percentage share of the initial cost of the Common Equipment, and individual PSAP cost shall be calculated immediately and invoices distributed in accordance with other Articles herein

## **ARTICLE 13 WITHDRAWAL AND TERMINATION**

- 13.01 No Party may withdraw from its financial obligations herein during the Initial Term.
- 13.02 A Party may withdraw from this Ancillary Agreement effective at the commencement of any Renewal Term by providing written notice to all other Parties and the MESB at least 18 months prior to commencement of such Renewal Term.
- 13.03 If a Party withdraws in accordance with the provisions of Article 13.02, the withdrawing Party shall automatically forfeit its undivided ownership interest in the Common Equipment **and its interest in the Reserve Fund** to the remaining

Parties and the Ownership Percentages for all remaining Parties shall be recalculated.

- 13.04 If a majority of the System Owners Group, using Weighted Voting, elects to terminate this Ancillary Agreement, this Ancillary Agreement will terminate. The Contract Manager shall be authorized to assist the Parties in winding down the business of the Parties herein, including terminating related agreements entered into pursuant to this Ancillary Agreement. The Contract Manager shall offer the Common Equipment to the Parties for purchase. If no Parties desire to purchase the Common Equipment, it shall be sold by the Contract Manager in the open market. If one or more Parties to this Ancillary Agreement desire to purchase the Common Equipment, then the Contract Manager shall obtain an appraisal and shall negotiate a sale of part or all of the Common Equipment to one or more Parties, subject to approval by the SOG by Weighted Voting. If such negotiations are unsuccessful or if the sale is not approved by the SOG, then the Contract Manager shall sell the remaining Common Equipment at auction to the highest bidder. In any case, the net proceeds shall be divided among the then-existing Parties by respective Ownership Percentage.

**ARTICLE 14  
INDEPENDENT CONTRACTOR**

- 14.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 15  
INDEMNIFICATION**

- 15.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 16  
DATA PRIVACY**

- 16.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 17  
MINNESOTA LAWS GOVERN AND SEVERABILITY**

- 17.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 18  
RECORDS - AVAILABILITY**

- 18.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 19  
MERGER AND MODIFICATION**

- 19.01 It is understood and agreed that the entire agreement between the Parties and

the MESB is contained in the Master Agreement and this Ancillary Agreement, and that the Master Agreement and this Ancillary Agreement supersede all oral agreements and negotiations among the Parties and the MESB relating to the subject matter hereof. All items referred to in the Master Agreement and this Ancillary Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to the Master Agreement and this Ancillary Agreement signed by the Parties hereto and the MESB.

**ARTICLE 20  
COUNTERPARTS**

20.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 21  
DISPUTE RESOLUTION**

21.01 The Master Agreement language will be brought into here after its approval.

**ARTICLE 22  
SUCCESSORS AND ASSIGNS**

22.01 The Master Agreement language will be brought into here after its approval.

[SIGNATURE BLOCKS]

Allina Health

Edina, City of

Hennepin Emergency Medical Services

Hennepin County

Minneapolis, City of