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3/10/20

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT OPSCAN OPERATIONS	WSP Contract No. K15483
	Other Contract No. County Contract No. 11065-20-01

This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

PUBLIC AGENCY NAME CLALLAM COUNTY SHERIFF'S OFFICE	Statewide Vendor Registration Number SWV0000200-05
Public Agency Location Address 223 East 4 th Street, Suite 12 Port Angeles, WA 98362-3015	Public Agency Mailing Address (if different from location address)
Public Agency Project Manager Name & Title Alice Hoffman, Chief Civil Deputy	Public Agency Administrative Contact & Email W.L. Benedict, Sheriff bbenedict@co.clallam.wa.us
Public Agency Project Manager Email ahoffman@co.clallam.wa.us	Public Agency Project Manager Telephone 360-417-2257

WSP CONTACT INFORMATION

WSP Project Manager Name and Title MR. PATRICK DUNN, ESD COMMANDER	WSP Project Manager Address PO Box 42645 Olympia WA 98504-2645
Telephone 360-534-0601	E-mail Address Patrick.dunn@wsp.wa.gov
Technical Contact Engineering Group	Technical Contact Email esdcs@wsp.wa.gov
Background Check/Security Training Contact Ms. Robin Kleis	E-mail Address Robin.kleis@wsp.wa.gov
WSP Administrative Contact Name and Title MS. BLESSING GUILLERMO	WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 596-4036	E-mail Address Blessing.guillermo@wsp.wa.gov

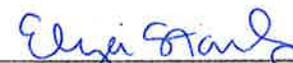
Agreement Start Date February 1, 2020	Agreement End Date January 31, 2025	Maximum Agreement Amount \$0.00
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This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature 	Date 4/22/20	Public Agency Signature 	Date 3/10/20
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Mark Ozias, Chair Board of Clallam County Commissioners	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/26/2011

APPROVED AS TO FORM


CLALLAM CO. PROSECUTORS OFFICE
DATE: 2/19/20

WSP INTERAGENCY AGREEMENT (Continued)

1. **Definitions.**

“Agreement” means this Interagency Agreement, including all documents attached or incorporated by reference.

“Public Agency or County” means the entity performing services to this Agreement and includes the Public Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP’s satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP’s agreement number and the Public Agency’s Statewide Vendor registration number. The Public Agency shall submit the final invoice not later than 60 days from the Agreement End Date.
5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process will control.

WSP INTERAGENCY AGREEMENT (Continued)

9. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
10. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
11. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

12. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.

13. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
14. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
15. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.

WSP INTERAGENCY AGREEMENT (Continued)

16. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
17. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Guidance for Grants and Agreements, 2 CFR 200; Subpart F – Audit Requirements.
18. **Statewide Vendor Payment Registration.** The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
19. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
20. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination
21. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party 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 and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

BACKGROUND

The Clallam County Sheriff's Office (County) and the Washington State Patrol (WSP) entered into a Memorandum of Understanding (WSP C050844FED) as part of the development and implementation of the Olympic Public Safety Communications Alliance Network (OPSCAN) project.

PURPOSE

OPSCAN is operational and the purpose of this Interagency Agreement (IAA) is to clarify the continued responsibilities of the parties to maintain the OPSCAN system.

WSP RESPONSIBILITIES

At no cost to the County, WSP shall:

- Continue to provide the County with ten (10) Mb of bandwidth, structured as needed for OPSCAN circuits, (4xT1 with the remainder used for a single Ethernet transmission circuit), on the entire digital microwave loop located at the Olympic Peninsula. This free service includes any and all fees WSP might have for electrical, site leases, repairs, maintenance or additional costs of operating the digital microwave loop around the Olympic Peninsula and does not include costs associated with Land Mobile Radio Equipment belonging to Clallam County, OPSCAN, or any of its partners.
- Maintain WSP microwave equipment
- Provide site access to County or its designees to perform maintenance on an as needed basis. County will provide WSP with a minimal of fourteen (14) days' notice.

COUNTY RESPONSIBILITIES

Solely at its own cost, the County shall:

- Maintain their equipment in association with the LMR and OPSCAN system.
- Notify WSP Of any planned/proposed changes to the OPSCAN and/or LMR systems.

ACCESS TO PREMISES

All contractors and their team members who will have unaccompanied access to WSP facilities, electronic equipment, computers, data bases, or other sensitive or restricted information shall pass a criminal history background check and complete security awareness training before any work is started and before access devices are granted.

- When background checks are completed and passed, County may access the Premises twenty-four (24) hours a day, seven (7) days a week for maintenance and operation of Lessee's Communications Facility. County shall email WSP Technical within 24 hours of visit.
- Until background checks on the County and/or County's representatives or personnel are completed and approved by the WSP, County and/or County's representatives or

personnel must be escorted at all time by an authorized WSP personnel while accessing the WSP's facility or Premises. County shall give at least two weeks' notice to the WSP Technical Contact listed on the first page prior to accessing the Premises, and the Premises may not be accessed until confirmation that notification has been received by WSP. In the event of an emergency, County shall email WSP Technical and give a 24-hour notice in order for WSP to provide the required escort. Escort shall be provided at WSP's discretion.

- In the event of an emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal accidents, and special events, County's access may, at the WSP's discretion, be limited or temporarily suspended or terminated. Such limitation, suspension or temporary termination in County's access may be restored as soon as the circumstances allow and at the WSP's discretion.
- For unaccompanied or unescorted access to WSP facilities, electronic equipment and/or computer systems, County shall comply with WSP's policies regarding secured access as listed in Exhibit B.

ACCESS TO WSP'S FACILITIES

All contractors and their team members who will have unaccompanied access to WSP facilities, electronic equipment, computers, data bases, or other sensitive or restricted information shall pass a criminal history background check and complete security awareness training before any work is started and before access devices are granted.

1. Criminal History Background Checks

- a. County shall complete the following forms for each team member; copies are attached for samples as Exhibit C.
 - Fingerprint Background Checks
 - Waiver and Authorization to Release
- b. County shall use the most recent forms and submit the documents per instructions on the form

2. Security Awareness Training

- a. County's team members shall complete security awareness training once every two (2) years.
- b. As soon as possible, County shall request security awareness training by sending the following information for each team member:
 - First name, middle initial, and last name
 - Email address
 - Company name
 - Name of company for which project is being worked
 - Communications site name
- c. WSP shall request and monitor security training for the County's team members.

3. Access Control Devices – Cards and/or keys

- a. County shall access communication facility with an Access Control Device (ACD) card and/or key.
- b. Only County team members who have passed background checks may be assigned ACD card and/or key.
- c. County and team members shall not loan, transfer, give possession, misuse, modify, alter, or copy keys.

BACKGROUND CHECKS AND AUTHORIZATION TO RELEASE INFORMATION

The attached forms are samples only.

INSTRUCTIONS TO LESSEE:

1. For current forms, contact WSP Background Check and Security Training Contact listed on first page.
2. Follow instructions on the forms.
3. Add communication site name and contact information under Project Description.
4. Contact WSP Background Check and Security Training Contact listed on first page if there are any questions.

FINGERPRINTING AND BACKGROUND CHECKS
Contractor Instruction Sheet for
Fingerprint Background Checks



Please enter the following information on the fingerprint card:

1. Enter your name (including other names used), complete mailing address, Social Security number (optional), citizenship, date of birth, and personal information (sex, race, etc.). The spaces for OCA, FBI, and MNU numbers may be left blank.
2. Enter the name of your employer AND the name of the WSP division/district that will be receiving your services in the EMPLOYER section. Enter the address of the WSP division/district receiving your services in the ADDRESS section.
3. If not previously stamped on the fingerprint card, insert **Contract Employee** in the REASON FINGERPRINTED section. You shall use this exact wording. Also, please make sure **WAWSP0035** is imprinted or written in the ORI Section.

IF WSP IS FINGERPRINTING YOU:

1. Take the fingerprint card **and the Contractor Qualification form (Page 2 of these instructions)** to the WSP Identification and Criminal History Section located at 3000 Pacific Avenue, Suite 202, 2nd level, Olympia WA 98501. There will be no charge for the fingerprinting service at the WSP Identification and Criminal History Section. Bring one form of picture identification to the WSP when they take your fingerprints.
2. There is no fee for the state background check. The fee for the Federal Bureau of Investigation (FBI) background check is \$15.50 and shall be paid at the time of fingerprinting. Make checks payable to the Washington State Patrol.

IF ANOTHER AGENCY IS FINGERPRINTING YOU:

1. Take the fingerprint card **and the Contractor Qualification form to a law enforcement agency that offers fingerprinting services**. Other law enforcement agencies may charge a fee for this service (usually between \$5 to \$20). Bring one form of picture identification with you to the agency taking your fingerprints.
2. Provide the agency with an envelope (minimum size 9" x 12") with adequate postage for mailing the fingerprint card, **the Contractor Qualification form**, and your check for \$15.50 made out to the Washington State Patrol; and have them send these documents to the Washington State Patrol, Identification and Criminal History Section, PO Box 42633, Olympia WA 98504-2633.

If you have any questions, contact the Identification Section at (360) 534-2000.



Contractor Qualification

Non-Washington State Patrol (WSP) personnel who have unaccompanied access to WSP facilities, electronic equipment, computers, databases, or other sensitive or restricted information shall successfully complete a fingerprint background check through the WSP and Federal Bureau of Investigation (FBI).

Please mark either "Yes" or "No" after each of the following questions. (For this purpose, the term "convicted" includes any disposition adverse to the subject. A dismissal entered after a period of probation, suspension, or deferral of sentence is considered a disposition adverse to the subject.)

1. Have you ever been convicted of a felony? (Conviction under the age of 18 may be considered on a case-by-case basis.)

YES NO

2. Have you ever been convicted of a misdemeanor involving theft, crimes of violence, larceny, moral turpitude, sex offenses, or controlled substances? (Convictions under the age of 21 may be considered on a case-by-case basis.)

YES NO

If you answered "Yes" to either of the above questions, you will not be allowed unsupervised access to WSP facilities.

All of the information on this form is true and accurate to the best of my knowledge.

Your Signature _____

**SAMPLE ONLY – CONTACT WSP
BACKGROUND CHECK CONTACT
FOR CURRENT FORM**

Your Printed Name _____

Contractor/Vendor Company Name _____

Project Description:

Instruction: ENTER COMMUNICATION SITE NAME HERE

Please provide the name of the WSP employee who is your contact for the services you will be providing. If known, provide the title of the employee's division, district, or section (e.g., Information Technology Division, Fleet Section, District 1 Tacoma, etc.):

LESSEE: ADD THESE NAMES TO THE FORM BEFORE SUBMITTING

Employee Name Eric Felch / Robin Kleis

Division/District/Section Electronic Services Division

**Contractor Waiver and
Authorization to Release Information**



I authorize the recipient of this document to furnish the Washington State Patrol (WSP) with any and all information needed to determine whether I may be granted access to facilities or technologies of the WSP: my work records; my military service records; and any criminal history information. Information of a confidential or privileged nature shall also be included in this request. Your reply will be used to assist the Washington State Patrol in determining my qualifications for access to facilities or technologies of the WSP. I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and waive these rights with the understanding that the information furnished will be used only for determining my prospective access to facilities or technologies of the WSP.

To be completed by the applicant:

For and in consideration of being considered to have access to facilities or technologies of the WSP, I _____, agree to indemnify and hold harmless the agency and/or person to whom this document has been presented; for myself, my heirs, assigns, or other successors in interest and do hereby release and forever discharge the State of Washington, the WSP, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may inure to me as a result of the acts or omissions of WSP based upon this process and the information requested. I understand that should information of a serious nature arise during the process of determining my qualifications for access to facilities or technologies of the WSP, such information may be turned over to the proper authorities. I also understand that because of confidentiality, security, and the integrity of the WSP process, I will not be provided any information obtained during this process, including the reasons for denial of access, should the process result in such denial.

SAMPLE ONLY – CONTACT

Print Name (First, middle, last)

WSP BACKGROUND CHECK

Other names you have been known by, including prior marriage or nickname

CONTACT FOR CURRENT

Address

FORM

State

Zip Code

Social Security Number

Date of Birth

Signature

Date

**A photocopy of this information shall be as valid as the original. This form is valid for the period that access is granted to facilities or technologies of the Washington State Patrol.*

3000-342-009 (3/14)