

AGREEMENT BETWEEN  
CLALLAM COUNTY FIRE DISTRICT NO. 2  
and  
CLALLAM COUNTY  
RELATING TO USE OF THE OLYMPIC PUBLIC SAFETY ALLIANCE NETWORK (OPSCAN)

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of October 2013, by and between Clallam County Fire District No. 2, a Political subdivision in the State of Washington (hereinafter referred to as "District") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County"). This agreement is entered into pursuant to the authority set forth in RCW 39.34 and 52.12.031.

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the use of the OPSCAN network and payment for such use.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The County Sheriff's Office, as administrator for the OPSCAN network as described in Attachments "A" and "B", will provide OPSCAN connectivity in exchange for an annual fee.

INDEMNIFICATION

Each party will defend, indemnify and hold harmless the other for liability stemming from its own intentional and/or negligent acts and/or omissions, but not those of the other, or based on claims arising out of the terms of this agreement.

DURATION

This agreement will remain in effect until terminated in writing by either party.

CONTACT PERSONS

The District and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the District's contact person will be the Fire Chief or designee. The County contact person will be the Undersheriff.

COMPENSATION

The amount of payment each year per the District's use as described in **Attachment B**. The County will not be obligated to perform services, for which timely payment is not received.

The Sheriff's Office will submit an annual invoice to the District office for the services outlined in Attachment A of this Agreement.

The Sheriff's Office will maintain a cost center to provide for Network as well as any sub-net service accountability. Draft annual budgets for the Network and each authorized sub-net service will be published prior to July 1 of each year. Final budgets will be published by September 15 of each year. A spreadsheet apportionment of all budgeted expenditures will be circulated to all participating OPSCAN users, and will thus establish each OPSCAN user's cost share for the following calendar year. The Network budget will include all costs required to adequately maintain the contract.

AGREEMENT ALTERATIONS AND AMENDMENTS

The District and the County may mutually amend this agreement, Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the District and the County.

TERMINATION

Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property,

DISPUTE RESOLUTION

In the event that a dispute arises under this agreement, it shall be determined in the following manner:

The District shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The District and the County will jointly appoint a member to the Dispute Board. In the event the District and County are not able to jointly agree-on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

COMPLETE EXPRESSION

This agreement, and any written attachments or amendments thereto, including "Attachment A", constitute the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the Clallam County Fire District No. 2 and Clallam County have signed this agreement as of the date and year written below.

CLALLAM COUNTY FIRE DISTRICT 2

CLALLAM COUNTY



Sam Phillips, Fire Chief

Date 11-8-13



Title: Chair Boice

Date: 4 November 2013

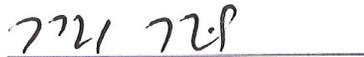


Sheriff

Approved as to Form



Heather Catuzo, District Secretary



Clallam County Prosecuting Attorney

Attachment A

The Olympic Public Safety Communications Alliance Network (OPSCAN) improves communication connectivity, coverage and interoperability among public safety and other entities that operate on the Olympic Peninsula in Washington State. OPSCAN has built and maintains an interoperable, state-of-the-art communications network across Clallam County consisting of a microwave backbone, a network of interoperability gateways, and solutions, and development of policies, procedures, and training to ensure proper functionality and operations.

OPSCAN creates a seamless, coordinated, and integrated public safety communications system for the safe effective, and efficient protection of life and property while improving radio coverage.

Clallam County Fire District No. 2 is connected to the OPSCAN network and use it for their communications.

Attachment B to Inter-Local Agreement

Service Components

OPSCAN OPSCAN  
 Site 1 Site 2 Service Description

			E&M Ports	Ethernet Ports	via internet access	WAVE Con-soles	WAVE Channel	Pt. to Pt Voice PVC-Normal intermit-	Pt. to Pt Voice PVC-Full-time	Ethernet channel
PEN	SPK	Pt-to-Pt channel - full-time E&M channel	2						1	1
PEN	NPT	Pt-to-Pt channel - full-time E&M channel	2						1	1
PEN	OBR	Pt-to-Pt channel - full-time E&M channel	2						1	1
PEN	(WSP)	Pt-to-Pt channel - full-time E&M channel	2						1	1
PEN	11E	Pt-to-Pt channel - full-time E&M channel	2						1	1
	SPK, NPT, OBR	Full-time Ethernet multicast channel		4						1

Totals:	8	4	0	0	0	0	0	0	4	1
Resource Value:	\$ 690	\$ 1,380	\$ 690	\$ 345	\$ 1,035	\$ 690	\$ 1,380	\$ 2,070		
Resource Charges:	\$ 5,520	\$ 5,520	\$ -	\$ -	\$ -	\$ -	\$ 5,520	\$ 2,070		
Total Charge:	\$ 18,630	(Combined PAFD and FD2 Network)								
District 2 portion of Joint OPSCAN Charge	\$ 12,420									