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10/22/13

Contract No: 11065-13-02

Inter-Local Cooperation Act Agreement
for
OPSCAN Network Services
between
Clallam County
And
City of Sequim Police Department

Preamble

1. **Parties:** This Agreement is entered into pursuant to the authority set forth in RCW 10.93, and RCW 39.34 between Clallam County (hereafter Network Host) and The City of Sequim Police Department (hereafter, the "Network User").
2. **Purpose:** The purpose of this Agreement is to set forth the agreed upon provisions for i) the operation of a service known as the Olympic Public Safety Communications Alliance Network (hereafter, the "Network"), ii) Network User participation, iii) compensation and iv) other applicable provisions.

Network Operation

3. **Network Design:** The Network is designed to provide a county-wide and inter-county network for the support of public service radio communications in Clallam and neighboring counties of the State of Washington. The Network is based on inter-location communications transport (bandwidth) consisting of microwave radio links owned by Washington State Patrol, US Coast Guard, and Clallam County, plus fiber-optic and telephone-based circuits leased from established carriers, which have been made functional through the use of electronic routers or other multiplexing and control devices.
4. **Network Participation:** Participation in the Network by any agency is voluntary. Use of resources on the Network is dependent on use of the Network according to the established rules and payment of operating budget share as established by agreement.
5. **Network Ownership and Transferability:** At the time of execution of this agreement, ownership of Network equipment and responsibility for its maintenance rests with Clallam County and more specifically the Clallam County Sheriff Office (CCSO), which

operates the Network in cooperation with the City of Port Angeles and Pencom, the Clallam County combined public safety dispatch office. Funds for operation of the network are managed by the accounting office of CCSO. Network User agrees to the possibility of future transfer of ownership of the Network and this Agreement to any legally-constituted public agency capable of, and properly equipped, to assume such ownership and operation.

6. **Network Services:** Network services may include, but are not limited to, the following service options, all of which are outlined in the attached Service Supplement:
 - a. Use of network transport bandwidth between various points on the physical network ("Channels").
 - b. Use of computer-client services licensed to OPSCAN for access to the Network (console or administrative software).
 - c. Participation in cooperative inter-agency radio networks operated as OPSCAN sub-nets dependent on the network for operation, such as (but not limited to) the inter-agency Law Enforcement Dispatch Radio Network (LEDNR).
 - d. Participation in cooperative Preventive Maintenance programs whereby user agencies can take advantage of preventive and emergency response maintenance services provided by the OPSCAN maintenance team.
 - e. Participation in potential mobile data communications networks which may operate under the OPSCAN umbrella.
 - f. Use of OPSCAN technical expertise as consultants to participating agencies for assisting with design of new systems or modification of existing systems that would be associated with use of other OPSCAN services.

7. **Network Cost Center:** The Network Host 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 Network Users, and will thus establish each Network User's cost share for the following calendar year. The Network budget will include all costs required to adequately maintain the contract.

8. **Network Advisory Board:** The Network Host will maintain communication with Network Users through an advisory board. An annual meeting will be scheduled wherein Network User representatives may provide input and/or guidance to the Network Host. Following execution of this agreement, it is the intention of the Network

Host to coordinate an annual meeting of the Network advisory board with the Pencom advisory board. This meeting is anticipated to occur in either July or August of each year. Network User representatives as identified in the current Service Supplement will be advised of meeting details through the email address provided on the Supplement.

9. **Network Liability:** The Network Host will take reasonable measures to provide services consistent with needs and budgets of a rural cooperative public safety radio communications network. The Network Host shall not be held liable for failures or defects in the Network or services provided in connection therewith.

Network User Participation

10. **Network User Responsibilities:** The Network User is responsible for:
 - a. Assuring that user-owned end communications devices are connected or used in accordance with all applicable laws, rules, and regulations.
 - b. Paying Network User charges within 90 days after receipt of invoices. Invoices normally will be issued in November of each year for the following calendar year.
 - c. Maintaining current contact information and assuring accuracy of resources and services listed on the current Service Supplement. Of particular importance in this regard is the contact information for email or telephone notification of Network or services interruptions or changes. Network Host accepts no liability whatsoever for service notifications or lack thereof when such information is not kept updated by User.
 - d. Reporting any observed or known deficiencies or outages in Network operation in compliance with the procedures set forth in the Network Operating plan.
 - e. Taking reasonable measures to ensure that they have a backup means of communications in the event of a Network failure.

Compensation

11. Compensation for services provided shall be as set forth in current Service Supplement(s).

Other Applicable Provisions

12. **Precedence:** The parties expressly agree that the terms of this agreement shall supersede any prior agreement(s) regarding Network use between the Network Host, including any agreements for network services executed by the Clallam County Sheriff's

Office, and the **Network User**. (This provision shall not apply to any current agreements between the same two parties for provision of space, power, transport capacity, or other OPSCAN network support facilities.)

13. **Term of Agreement:** This agreement is perpetual until terminated by either party. Upon termination of a resource by Network User, refunds of pre-paid annual charges for each calendar quarter remaining in a pre-paid calendar year will be credited to Network User's following year's account, or, if Network User is terminating all Network services, as a refund. Use or reservation of a Network resource for any portion of a calendar quarter shall obligate the Network User to pay for one-fourth of an annual charge for the resource.
14. **Termination of Service(s):**
 - a. **Non-Payment:** Network Users may not utilize the services of the Network without paying applicable service costs which shall be reflected on a written invoice. Any Network User that has not paid its apportioned charges within ninety days from the date of the invoice will receive a 30-day written warning reflecting that their Network account is "past due". If the charges are not paid within 15 days from the date of the warning, then Network services will be immediately discontinued.
 - b. **For Convenience:** In the event the Network Host determines that it is no longer feasible to maintain the network due to, among other considerations, resource and/or financial constraints, then the Network Host may provide a one year written notice of its intent to dissolve the Network and/or any one of its sub-net operations to all Network Users. Network Users may also stop participation and termination Network services by providing 30 days written notice to the Network Host, care of the Network management contact specified in the current Service Supplement.
15. **Dispute Resolution:** In the event that a dispute arises under this agreement, it shall be determined in the following manner: The Network Host shall appoint a member to the Dispute Board. The Network User will appoint a member to the Dispute Board. The Network Host and Network User will jointly appoint a third member to the Dispute Board. In the event the Network Host and Network User 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 thereto.
16. **Law Enforcement Sensitive Information:** It is the intent of the parties that Network operation be carried out at the unclassified level. To that end, none of the records and/or information generated under this agreement shall be considered "Classified." Instead, records and/or information generated under this agreement shall be considered "Law Enforcement Sensitive."

17. **Severability:** If any provision of this agreement or any provision of any law, rule, or document incorporated by reference into this agreement, shall be held invalid, such invalidity shall not affect the other provisions of this agreement which legally can be given effect without the invalid provision. To this end, the provisions of this agreement are declared to be severable.

18. **Agreement Alterations and Amendments:** Network Host and Network User may mutually amend this agreement. Such alterations and/or amendments shall not be binding unless:

- a. They are in writing and signed by personnel authorized to bind the Network Host and Network User.
- b. Amendments affecting time sensitive and/or operational issues such as resources in use, service dates, alternate connections, etc., may be affected informally by exchange of email messages between authorized parties, provided both a proposed revision and an acknowledgement email are kept on file until an updated Service Supplement can be formally executed by the parties.

19. **Complete Expression:** This Agreement, and any written attachments or amendments thereto, constitutes the complete expression of the parties and any oral representations or understanding not incorporated herein are excluded.

20. **Effective Date:** The terms of this Agreement shall be effective as of

October 22, 2013

21. **Contact for Agreement Administration and Notices:**

- a. Network Host: Clallam County Sheriff's Office
Representative: Alice Hoffman, Chief Civil Deputy
224 E. 4th St.
Port Angeles, WA 98362
ahoffman@co.clallam.wa.us
360 417 2257

- b. Network User: Sequim Police Department
Contact representative: Bill Dickinson

Representative Title: Sequim Chief of Police

Phone: (360) 683-7227 Email: bdickinson@sequimwa.gov

Mailing Address:

City of Sequim
Police Department
152 W. Cedar Street
Sequim, WA 98382

22. Execution:

Execution date: 4 November 2013

Network Host Agency: Clallam County
Board of County Commissioners

M. I. Chapman

Authorized Agent: Mike Chapman, Chairman of the Board

W. L. Benedict

William L. Benedict, Sheriff

Network User Agency: City of Sequim Police Department

William Dickinson

Authorized Agent: Bill Dickinson, Chief of Police

As authorized by the Sequim City Council March 25, 2013

*Approved as to form
Cecilia G. Roth
Sequim City Attorney 3/25/13*

APPROVED AS TO FORM

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CLALLAM CO. PROSECUTORS OFFICE

DATE: 11.4.13

Service Supplement No.1
to
OPSCAN Network User Inter-Local Agreement No. 11065-13-04
between Clallam County Sheriff's Office (Network Host) and
Sequim Police Dept. (Network User agency).

1. This Service Supplement:

 X replaces all previous supplements

 is a modification of, or addition to, previous supplements numbered , which remain in effect.

2. Network User Agency Emergency contact(s) for reports of service-affecting nature:

Name:	E-mail:	Phone:	Cell:
<u>William Dickinson</u>	<u>bdickinson@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-620-5217</u>
<u>Sheri Crain</u>	<u>scrain@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-912-2724</u>
<u>Sean Madison</u>	<u>smadison@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-461-1246</u>

3. List of OPSCAN Network Resources assigned to User Agency (subject to rate changes described in annual declaration):

None

4. List of OPSCAN sub-net Services subscribed to by Network User agency

- a. X Law Enforcement Dispatch Radio Network (LEDRN). The LEDRN is a separate cost-center calculation which subscribes to OPSCAN circuits and maintenance on behalf of all LEDRN User agencies, and distributes the costs thereof to LEDRN participants in accordance with a formula determined by the LEDRN user group.

Charges for this user agency for calendar year 2013 are: \$ 7,746, in accordance with user agreement letter dated July 14, 2012.

- b. No Optional Preventive Maintenance program equipment. User agency elects to participate in an optional program for preventive and emergency response maintenance service for agency-owned fixed radio equipment along with coverage provided by OPSCAN for the network equipment.

The list of covered equipment and charges is:

Not Applicable

- c. No OPSCAN Management Technical Consult services. These services are available to assist Network User Agency in design of agency's owned radio systems to operate in conjunction with OPSCAN Network Services, or other radio-related technical consulting projects, as defined by following, or emails exchanged between authorized parties (2012 rate, \$55.00/hour):

NA

- d. Description of non-standard or reciprocity arrangements between OPSCAN and Network User:

e.

None

Execution:

OPSCAN Owner, CCSO

Network User, Sequim Police Dept.

W.L. Benedict

William Dickinson

Signature

Signature

W.L. BENEDICT

WILLIAM PICKINSON

Name

Name

Sheriff

CHIEF of POLICE

Title

Title

Amendment No. 1
to
OPSCAN Network User Inter-Local Agreement No. 11065-13-004
between Clallam County Sheriff's Office (Network Host) and
Sequim Police Dept. (Network User agency)

This Amendment:

1. designates the following additional persons who should be listed on the OPSCAN services notification list for this participating agency:

Name:	E-mail:	Phone:	Cell:
<u>William Dickinson</u>	<u>bdickinson@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-620-5217</u>
<u>Sheri Crain</u>	<u>scrain@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-912-2724</u>
<u>Sean Madison</u>	<u>smadison@sequimwa.gov</u>	<u>360-683-7227</u>	<u>360-461-1246</u>

2. designates the following additional persons who may authorize changes to services or configurations on behalf of this participating agency:

Name:	E-mail:	Phone:	Cell:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Execution:

Date: 10-22-13

Network User Agency:
SEQUIM POLICE DEPT.

By: William Dickinson

Title: Chief of Police

Network Host Agency: Clallam County
BOARD OF COUNTY COMMISSIONERS

M. L. Chapman

Mike Chapman, Chairman
MICHAEL C.

W. L. Benedict

William L. Benedict, Sheriff