

INTERAGENCY AGREEMENT BETWEEN  
CITY OF SEQUIM  
and  
CLALLAM COUNTY  
RELATING TO USE OF THE OLYMPIC PUBLIC SAFETY ALLIANCE NETWORK  
(OPSCAN)

THIS AGREEMENT is entered into this 7<sup>th</sup> day of April, 2009, by and between the City of Sequim, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

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 Attachment "A", will provide connectivity for such network for an annual fee in 2008 and 2009.

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 shall be for calendar years 2008 and 2009.

CONTACT PERSONS

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

COMPENSATION

The City has appropriated that public funds be expended to meet the use of OPSCAN. The amount of payment each year is \$3,763.41 for 2008 and \$3,763.41 for 2009. The source of funds is the City of Sequim budget. Funds for payment of services to be rendered under this agreement will be available for this purpose. 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 City of Sequim Police Department as per this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City 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 City 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 City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City 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.

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.

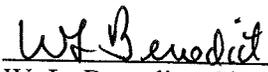
COMPLETE EXPRESSION

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 City of Sequim and Clallam County have signed this agreement as of the date and year written below.

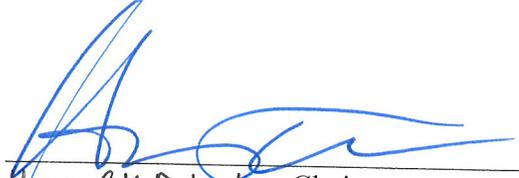
  
Robert L. Spinks, Chief of Police  
Sequim Police Department  
Date: 1/20/09

  
W. L. Benedict, Sheriff  
Clallam County Sheriff's Office  
Date: 3-24-2009

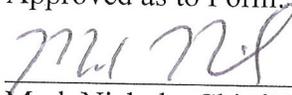
Contractor Information:  
Sequim Police Department for the  
City of Sequim

Address:  
609 W. Washington #16  
Sequim, WA 98382

Contact Name:  
Robert L. Spinks, Chief of Police  
Phone: 360-683-7227  
Fax: 360-683-4556  
Email: rspinks@ci.sequim.wa.us

  
Howard V. Doherty, Chair  
Clallam County Commissioners  
Date: April 7, 2009

  
Laura Dubois, Mayor  
Sequim City Council  
Date: \_\_\_\_\_

Approved as to Form:  
  
Mark Nichols, Chief Deputy Prosecuting  
Attorney

  
Craig Ritchie, City Attorney  
City of Sequim

**Attachment A**  
**The Olympic Public Safety Communications Alliance Network (OPSCAN)**

The Olympic Public Safety Communications Alliance Network (OPSCAN) is a collaborative plan to improve 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.

The project implemented a microwave backbone around the entire Olympic Region, implementation of a network of interoperability gateways and solutions, and development of policies, procedures, and training to ensure proper functionality and operations.

There are 42 public agency partners, including the U.S. Coast Guard, Washington State Patrol, Washington State Emergency Management, cities, fire districts, law enforcement, hospitals, transit, and tribes. The decision making authority is a Governance Council comprised of all partner agencies. Each agency who pays their annual fee has one vote on the Governance Council. There are also a Technical and Operations Committee that agency representatives serve on.

Dispatch Centers located in Port Angeles, Forks, Neah Bay, Jefferson County, and Washington State EOC will be interconnected allowing dispatchers to communicate with each other. Agencies will be able to switch to a common channel on their radio and talk with one another. This project 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.

The City of Sequim first responders have been involved in OPSCAN from its inception, including serving on the Governance Council, Technical Committee, and Operations Committee. In addition to serving on the various OPSCAN Committees, City of Sequim First Responders committed a 25% match in order to obtain the \$5.8 million Department of Homeland Security Grant for the project.

Sequim Fire District #3 as well as City of Sequim Police Department are connected to the OPSCAN network. Sequim Fire Department #3 has used the OPSCAN network as a platform for their Simulcast system at a much reduced cost. They have also seen improved coverage in the Diamond Point area. City of Sequim Police Department utilizes the network for improved coverage and interoperability for mutual aid.