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10/2/10

MEMORANDUM OF UNDERSTANDING

BETWEEN

KITSAP COUNTY CENTRAL COMMUNICATIONS (9-1-1)

AND CLALLAM COUNTY

1. **THIS AGREEMENT**, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 12<sup>th</sup> day of OCT, 2010, by and between KITSAP COUNTY CENTRAL COMMUNICATIONS (9-1-1), a corporation of the State of Washington (hereinafter referred to as "CENCOM 911") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "COUNTY"). This agreement sets forth the agreed upon procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the PSIC project.
2. **THE PURPOSE OF THIS AGREEMENT IS TO** memorialize the terms under which the COUNTY will allow CENCOM 911, on behalf of Kitsap County, to complete various COUNTY approved interoperability projects within the region. These installations are part of the Public Safety Interoperability Communications Grant (PSIC) awarded to Clallam County and funded by the National Telecommunications and Information Administration (NTIA) and administered through the U.S. Department of Homeland Security (DHS). The program is administered through the Washington State Military Department.

NOW, THEREFORE IT IS MUTUALLY AGREED THAT:

3. **SCOPE OF WORK:** The MOU defines the PSIC project scope of work and the responsibilities of the parties to the agreement
4. **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.
5. **DURATION:** This Agreement shall be effective on the date signed and shall continue until September 30, 2011, subject to its other provisions.
6. **CONTACT PERSONS:** CENCOM 911 and the COUNTY will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the CENCOM 911 contact person will be the Director. The COUNTY contact person will be the PSIC Grant Coordinator.
7. **COMPENSATION AND MATCH:** The COUNTY, utilizing PSIC federal grant funding, will provide funding to CENCOM 911 in the amount of EIGHT HUNDRED NINETY SEVEN THOUSAND AND SEVEN HUNDRED EIGHTY EIGHT AND NO/100 DOLLARS (\$897,788.00) to complete the work identified in #2 above.

CENCOM 911 agrees to provide not less than 20% cash or in-kind non-federal match identified in the PSIC grant required for the total acquisition and deployment costs of the COUNTY approved interoperability projects.

CENCOM 911 will provide fully completed reimbursement and match forms in accordance with the terms and conditions of the attached Contract between Washington State Military Department and Clallam County (Contract Number E08-356) hereinafter referred to as "PSIC Contract". The PSIC Contract is identified as Exhibit A.


COUNTY will submit all completed forms to the Washington State Military Department for reimbursement. Upon receipt of payment from the Washington State Military Department, COUNTY will submit payment to CENCOM 911.

8. **TERMS AND CONDITIONS:** CENCOM 911 will comply with all terms, conditions, and requirements stated in the PSIC Contract. CENCOM 911 will submit project requests to COUNTY for approval. COUNTY will issue a "NOTICE TO PROCEED" on the specific project. CENCOM 911 will not be reimbursed for any projects that have not been approved by COUNTY.
9. **DISPUTE RESOLUTION:** In the event that a dispute arises under this agreement, it shall be determined in the following manner:

CENCOM 911 shall appoint a member to the Dispute Board. The COUNTY will appoint a member to the Dispute Board. CENCOM 911 and the COUNTY will jointly appoint a member to the Dispute Board. In the event CENCOM 911 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.
10. **SECURITY:** It is the intent of the parties that the PSIC project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcement Sensitive."
11. **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.
12. **AGREEMENT ALTERNATIONS AND AMENDMENTS:** CENCOM 911 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 CENCOM 911 and the COUNTY.
13. **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.
14. **CENCOM 911 STAFF:** CENCOM 911 staff providing services under the terms of this Agreement shall be under the direct command and control of the CENCOM 911 Director or designee and shall perform the duties required by this Agreement in a manner consistent with CENCOM 911 policies and regulations, applicable federal, state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Director or designee.
15. **EQUIPMENT:** All equipment purchased by CENCOM 911 or furnished by CLALLAM for use by CENCOM 911 in accordance with this Agreement shall remain the property of CENCOM 911. CENCOM 911 shall be responsible for the maintenance of any and all equipment or systems installed under this Agreement. CENCOM 911 shall be responsible for providing the inventory of equipment as required in the PSIC Contract to CLALLAM.
16. **COMPLETE EXPRESSION:** This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understanding not incorporated herein are excluded.
17. **ALL WRITINGS CONTAINED HEREIN:** IN WITNESS WHEREOF, CENCOM 911 and CLALLAM have signed this agreement as of the date and year written below:

  
Richard Kirton, Director

KITSAP COUNTY CENTRAL  
COMMUNICATIONS (9-1-1)

  
W.L. Benedict, Sheriff  
Clallam County Sheriff's Office

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

J. W. Brown  
Josh Brown, Chair

Date: 9/22/10

St Bauer  
Steve Bauer, County Commissioner

Date: 9/22/10

Charlotte Garrido  
Charlotte Garrido, County Commissioner

Date: \_\_\_\_\_

ATTEST BY:

Dana Daniels RA

Opal Roberts, Clerk of the Board

Date: 9/22/10

Date: 9/27/10

Howard V. Doherty

Howard V. Doherty, Chair  
Clallam County Commissioners

Date: 9/21/10 10/12/10

Approved as to Form:

Mark Nichols

Mark Nichols, Chief Deputy Prosecuting  
Attorney

Date: 10-01-10


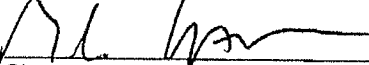

ATTEST BY:

Trish Holden, CMC

Trish Holden, CMC, Clerk of the Board

Date: 10/12/10

Washington State Military Department  
CONTRACT FACE SHEET

1. Contractor Name and Address: <b>Clallam County</b> 223 East 4 <sup>th</sup> Street Port Angeles, WA 98362		2. Contract Amount: <b>\$7,378,500</b>	3. Contract Number <b>E08-356</b> <b>11066.08.001</b>
4. Contractor's Contact Person, phone number: <b>Patti Morris (360) 461-9008</b>		5. Contract Start Date: <b>October 1, 2007</b>	6. Contract End Date: <b>September 30, 2010</b>
7. MD Program Manager/phone number: <b>Jennifer Schaal (253) 512-7465</b>		8. State Business License #: <b>NA</b>	9. UBI # (state revenue): <b>054-004-559</b>
10. Funding Authority: <b>Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)</b>			
11. Funding Source Agreement #: <b>2007-GS-H7-0003</b>	12. Program Index # & OBJ/SUB-OJ <b>773PK, 773PC, 773PD, 773PG NZ</b>	13. CFDA # & Title: <b>11.555 PSIC</b>	14. TIN or SSN: <b>91-6001298</b>
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>24</b> (BY CONGRESSIONAL DISTRICT): <b>6</b>	16. Service Area by County(ies): <b>Clallam County</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: <b>Funds from the National Telecommunications and Information Administration (NTIA) and administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program are being provided for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.</b>			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.			
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) <b>Applicable Federal and State Statutes and Regulations</b> (b) <b>Statement of Work</b> (c) <b>Special Terms and Conditions</b> (d) <b>General Terms and Conditions, and if attached,</b> (e) <b>any other provisions of the contract incorporated by reference.</b>			
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this contract on the day and year last specified below.			
FOR THE DEPARTMENT:  Signature _____ Date <b>8-12-08</b> James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR:  Signature _____ Date <b>01/15/08</b> Michael C. Chapman, Chair Board of Commissioners for Clallam County	
APPROVED AS TO FORM: Sara J. Finlay (signature on file) 9/12/2007 Assistant Attorney General		Approved as to form only by:  <b>7-19-08</b> Mark Nichols Chief Deputy Prosecuting Attorney Clallam County	

Form 10/27/00 kdb

**PEICIAL TERMS AND CONDITIONS**

**ARTICLE I -- COMPENSATION:**

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

**Under the PSIC Grant Program the following applies:**

Changes to the budget under 10% may be made between/among budget categories requiring a non-federal match, or between/among non-matched budget categories. Changes to the budget between matched and non-matched budget categories will not be reimbursed without the prior written authorization of the Department.

Requests for reimbursement of funds requiring a non-federal match must include documentation demonstrating the match amount and detail supporting the match source and type. Documentation must state that match funds are from non-federal sources. Match requirements can be met through cash or in-kind sources consistent with 15 CFR Parts 24.3 and 24.24.

**ARTICLE II -- REPORTS:**

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
<b>Quarterly Invoices</b>	1	<b>Within 30 days following the end of the quarter in which the work was performed.</b>

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

<b>Final Invoice</b> (shall not exceed overall contract amount)	1	<b>No later than 30<sup>th</sup> day following the contract end date</b>
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All contract work must end on the contract end date, however the Contractor has up to 30 days after the contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
<b>Progress Report</b>	<b>Electronic</b>	<b>Every other month, on the 15<sup>th</sup> of the month, for the duration of the contract period</b>
<b>Final Report</b>	<b>Electronic</b>	<b>September 30, 2010</b>

**ARTICLE III -- KEY PERSONNEL:**

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

<b>CONTRACTOR:</b>	<b>MILITARY DEPARTMENT:</b>
<b>Patti Morris, Project Manager</b>	<b>Jennifer Schaal, Program Manager</b>

#### **ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:**

The Contractor shall comply with OMB Circular **A-87**, Cost Principles for State, Local, and Indian Tribal Governments; OMB **A-102**, Grants and Cooperative Agreements with State and Local Governments; and **A-133**, Audits of States, Local Governments, and Non-Profit Organizations.

#### **ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:**

1. Funds are provided by the National Telecommunications and Information Administration (NTIA) in agreement with the U.S. Department of Homeland Security (DHS) solely for the purpose of enhancing the interoperable communications capability of public safety agencies to respond to and recover from catastrophic incidents and incidents of terrorism. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding. Funding may not be used to replace or supplant existing public safety agency funding.
2. The Contractor shall provide a match of non-federal origin for all PSIC acquisition and deployment activities. Said match may be in the form of goods, services and in-kind services.
3. Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this contract prior to distribution of appropriated federal funds.

Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

4. The Contractor shall comply with all federal civil rights laws including Title VI of the Civil Rights Act of 1964, as amended. The Contractor is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services in conducting all PSIC funded activities.
5. The Contractor shall ensure objective subcontractor performance and eliminate unfair subcontractor competitive advantage. Any subcontractors that developed, drafted or helped prepare PSIC Investment Justifications, specifications, requirements, statements of work, invitations for bid and/or requests for proposal shall be excluded from competing for such procurements.

#### **ARTICLE VI -- EQUIPMENT MANAGEMENT:**

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in an equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
2. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Contractor for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.