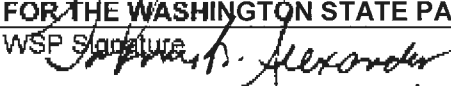
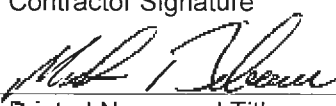


WASHINGTON STATE PATROL PROFESSIONAL SERVICE CONTRACT – SHORT FORM Communications Division Radio Communications Agreement		WSP Contract No. K15111
		Other Contract No. IA 921-002
This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.26 RCW.		
CONTRACTOR NAME WA State Parks and Recreation Commission		Contractor Doing Business As (DBA)
Contractor Address Parks and Recreation Commission PO Box 42650 Olympia, WA 98504-2650		Statewide Vendor Registration Number SWV00 _____ - ____
Contact Name Robert Ingram, Chief Lyda Abraham, Contracts Specialist		Contact Telephone 360-902-8615 360-902-8620
Contact Fax		Contact E-mail Address robert.ingram@parks.wa.gov / lyda.abraham@parks.wa.gov
WSP Contact Information		
WSP Project Manager Name and Title Ms. Heather Anderson Communications Division Administrator		WSP Project Manager Address Washington State Patrol PO Box 42602 Olympia WA 98504-2602
Telephone (360) 704-2282		E-mail Address heather.anderson@wsp.wa.gov
WSP Administrative Contact Name and Title Ms. Julie Hannah Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia, WA 98504-2602
Telephone (360) 596-4063		E-mail Address julie.hannah@wsp.wa.gov
Contract Start Date 07/01/2019	Contract End Date 06/30/2021	Contract Maximum Amount See Statement of Work (SOW)
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Access User Acknowledgment & 24x7 Hit Confirmation Agreement		
This Contract, 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 Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.		
FOR THE WASHINGTON STATE PATROL:		FOR THE CONTRACTOR:
WSP Signature  Date		Contractor Signature  Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Mark Bibeau, Chief Financial Officer

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 10/16/2014

1. Statement of Work.

WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Contractor.

- a. Description of Service. WSP shall provide radio dispatch services on assigned radio frequencies to the Contractor. The Contractor shall use WSP communications procedures when accessing the WSP communications system.
- b. WSP will provide criminal justice information (CJI) responses from the A Central Computerized Enforcement Service System (ACCESS) provided that the Contractor is authorized to receive this information. The Contractor must submit a complete application to the WSP ACCESS Section and be approved by WSP and the FBI as a criminal justice agency or criminal justice sub-unit. If the Contractor is not approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, the WSP will not provide any CJI responses from ACCESS to the Contractor.
- c. Training. WSP shall provide required initial training on radio dispatching to the Contractor's system users prior to their initial use of the system, and additional review training to the Contractor's system users as requested. WSP shall provide this training on dates and times mutually agreed upon by WSP and the Contractor.
- d. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of Contractor's personnel who request and receive CJI from ACCESS, must complete Basic Security Awareness Training once every two (2) years. WSP must maintain the Contractor's personnel Basic Security Awareness Training through the "CJIS Online" Criminal Justice Information Services application.
- e. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of the Contractor's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for audit verification.
- f. WSP may, at its discretion, provide radio equipment programming services for the contractor's existing and future portable and mobile radio equipment. WSP shall provide timely system information to the contractor, or vendor acting on behalf of the contractor, so that contractor equipment can be properly configured for use on the WSP emergency communications system.
- g. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of the Contractor's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for audit verification.
- h. Fees for Services.
 - (1) Dispatch Services: The Contractor shall reimburse WSP at a flat rate of \$10,300.00 per month. This will continue until the next rate study is done, at which point an average monthly transaction count will have been established to use as the basis for calculating a fixed monthly rate. For renewing Contractors, the rate will be based on the year prior transaction counts. Transactions consist of radio transmissions, requests for data (if authorized), and phone service requests. Transactions are recorded via a CAD Log.
 - (2) Radio Programming: For radio programming and repair services the Contractor shall reimburse WSP for actual costs:
 - Indirect costs calculated against direct costs charged to the Contractor under this Agreement at WSP's current approved indirect rate.

- Salary and benefits for actual hours worked by WSP technicians. Regular time plus indirect rates or overtime plus indirect rates for actual hours worked for services provided at WSP's current approved indirect rate.
- Reimbursement for WSP technician's vehicle mileage at current WSP rates and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Contractor locations, plus indirect costs at WSP's current approved indirect rate.

- i. **Reports.** WSP shall provide to the Contractor a monthly report of the number of Contractor transactions made through the WSP radio dispatch system by Contractor employees.

- 2. Provide list of username and unique identification number.** Contractor shall be responsible for providing the WSP CAD Administrator with a current list of all radio usernames and unique identification numbers during the months of January and July each year of the agreement. Personnel changes (new, updating, or removing) shall be provided to the WSP CAD Administrator as soon as possible using the form provided by WSP. The CAD Administrator will issue unique numbers for non-Washington State employees. Badge numbers or call signs shall conform to the format and range assigned by WSP.
- 3. Payment for Services.** WSP shall bill the Contractor monthly in accordance with this Agreement. WSP shall send billings to the Contractor billing address identified on Page 1 of this Agreement. The Contractor shall reimburse WSP within 30 days of receipt of billing from WSP.
- 4. Fees.** The Contractor shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in the Statement of Work.
- 5. Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
- 6. Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.
- 7. Compliance with Civil Rights Laws.** During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws.
- 8. Confidentiality.** The Contractor shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract
- 9. Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
- 10. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.
- 11. Data Security.** The Contractor, if authorized, shall only request CJI for the administration of criminal justice. The Contractor must safeguard all CJI and maintain all copies in a secure environment. CJI must only be retained for as long as it is considered useful for an open investigation.
- 12. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify WSP if, during the term of this Contract, Contractor becomes

Debarred. WSP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

- 13. Disputes.** In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Contractor shall appoint a member to the Dispute Board. The Chief of WSP and the Contractor 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 Contract.
- 14. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 15. Indemnification.** The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.
- 16. Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.
- 17. Inspection; Maintenance of Records.** During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor'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 Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract. During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.
- 18. Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.
- 19. Rights in Data.** Unless otherwise provided, data that originates from this Contract 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.
- 20. Savings.** In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.

21. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.
22. **Site Security.** While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other security regulations communicated to the Contractor by WSP.
23. **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 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>. **Subcontracting.** The Contractor shall not subcontract any of the services provided under this Contract unless so specified in this Contract.
24. **Termination.** WSP may terminate the Contract by providing written notice to the Contractor. Termination shall be effective as of the date specified in the notice of termination. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination.
25. **Waiver.** A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

ACCESS User Acknowledgement

Must be completed by agencies who:

- A. Provide criminal justice services to another agency.
- B. Receive criminal justice services from another agency.

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: WASHINGTON STATE PATROL

Agency Receiving Service: WASHINGTON STATE PARKS & RECREATION COMMISSION

Services Provided (check all that apply):

- Dispatch
- Hit Confirmation
- Data Queries (as authorized by ACCESS/FBI)

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This Interagency Agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP), before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement

This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	WASHINGTON STATE PATROL	
ORI:	WAWSP1000 - WAWSP8000	
Agency Head Name (printed):	JOHN R. BATISTE, CHIEF	
Agency Head Signature:	<i>John R. Batiste</i>	<i>Johnny R. Alexander Assistant Chief</i> Date: 7/9/19

Agency Receiving Criminal Justice Service(s):	WASHINGTON STATE PARKS & RECREATION COMMISSION	
ORI:		
Agency Head Name (printed):	MARK BIBEAU, CFO	
Agency Head Signature:	<i>Mark Bibeau</i>	Date: 7/16/19

2019 WSP ACCESS User Acknowledgement

RECEIVED ON

JUL 15 2019

CONTRACTS AND
PROCUREMENT