STATEMENT OF WORK

Kittcom - Law Enforcement Radio Dispatching for BLM Law Enforcement Rangers and Agents

I. Background

The Spokane District encompasses all of Washington State. BLM Law Enforcement Officers (Rangers and Agents) working on the Spokane District in the state of Washington must do their patrols and investigations across the state in varied terrain and distances from communities. Due to the many political divisions in the state, there are many county sheriffs’ departments, State Patrol Districts, State Fish & Wildlife Regions, other Federal agencies with law enforcement authority, etc. The BLM LE officers must have continual radio contact with a variety of law enforcement agency dispatch centers. The BLM LE officers also need to have one law enforcement agency that can provide the officers a full range of law enforcement radio dispatching services. These services include but are not limited to: dispatching, registration and driver’s checks, criminal history checks, status and following. These services must be available to the BLM LE Rangers and Agents twenty four hours a day and year round. KITTCOM (Contractor) has the ability to provide all of the services noted above IAW Chapter 39.34 RCW, better known as Interlocal Cooperation Act.

II. Objectives

The purpose of this contract will be to:

1) Provide all law enforcement radio dispatch services needed by BLM LE Rangers and Agents in the state of Washington.

2) Provide status checks and following services for each BLM Ranger and Agent using the system.

III. Roles and Responsibilities

A. The Contractor

1) Shall provide all dispatching services as noted above to BLM LE Rangers and Agents.

2) Invoice BLM for each month of provided services and costs.

3) Terms and conditions:

   a) The Contractor will provide the services as described in Appendix A of this Contract on a best efforts basis and does not guarantee that the services in this Statement of Work will be provided, and assumes no liability whatsoever should these services not be provided. The
Contractor assumes no responsibility for any failure to receive BLM radio traffic, regardless of the reason.

b) The Contractor hereby grants permission for BLM law enforcement officers to use the Contractor’s law enforcement radio frequencies only for the purposes described in this Statement of Work.

c) Under Washington State Law, the Contractor bears the responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) and Chapter 314, Laws of 1977, First Ex. Sess., as now or hereafter amended. The BLM hereby agrees that only authorized law enforcement personnel will have permission to use to the Contractor’s radio frequencies and that their use shall not cause the Contractor to violate the provisions of the Law cited above. The Contractor will assume that transmissions and information requests made by BLM units are from persons authorized to access and possess such information.

d) The Contractor and BLM agree that each party is responsible for compliance with Washington State’s public disclosure laws.

e) BLM agrees to pay all costs necessary to assure that its law enforcement officers can adequately communicate with the Contractor on the Contractor’s primary law enforcement dispatch frequency. The Contractor assumes no liability for the failure of BLM’s radio equipment, either mobile or portable or fixed base.

f) The Contractor shall file a copy of this award with the Kittitas County Auditor as well as any other government agencies required by RCW 39.34.

g) Once the Contractor’s 2019 budget is adopted by the Contractor’s Administrative Board in late 2018, the Contractor will calculate what BLM’S cost for dispatch services would have been if BLM had been charged for dispatch services using the same basis for calculation used to determine dispatch charges for the Contractor’s Interlocal member agencies for 2019 and 2020. If the resulting figure is lower than BLM’S total cost per this award of four thousand, two hundred thirty and seventy-five cents ($6,123.72), the Contractor shall adjust BLM’s remaining invoices downward so BLM’s total payments to the Contractor match said lower figure by March 31, 2019, even if said adjustments results in a refund of previously paid charges. In no case shall BLM’s charges for dispatch services be greater than those in the original terms of this Statement of Work.

h) This contract shall be effective April 1, 2018 and end on March 31, 2020 unless terminated sooner by either party with at least one hundred eighty days written notice.

B. BLM Shall: Provide $6,123.72 obligated from FY 2018 funding in support of this project for dispatch services provided to the BLM the period of April 1, 2018 and end on March 31, 2020.
IV. Payments

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (APR 2013)

Payment requests must be submitted electronically through the U.S. Department of the Treasury’s Invoice Processing Platform System (IPP).

“Payment request” means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Copy of Invoice.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email inpgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

V. Key Personnel

BLM

Tim Nicoulin, Jr.
Wenatchee Field Office BLM
915 Walla Walla Ave.
Wenatchee, WA 98801 (509) 665-2152, fax: 2121
Don Vicena
1103 N. Fancher Rd
APPENDIX A

1. The Contractor shall provide status keeping for BLM units only when they call the Contractor making traffic stops or contacts with suspicious persons or activities. The Contractor will not make “routine” status checks of BLM units every 60 minutes as the Contractor does for its member agencies’ field units.

2. The Contractor shall provide training: on use of the Spillman Mobile system and the connectivity needed to use the system as well as any applicable documents setting forth the appropriate guidelines to install the Spillman Mobile software.

3. The Contractor shall generate BLM specific case numbers for each BLM event.

4. The Contractor’s dispatchers shall have available BLM provided lists of BLM law enforcement personnel. BLM agrees to provide said paper lists via email or in person to the Contractor and to maintain same. The Contractor may, at its discretion, add said lists to its CAD system.

5. The Contractor shall assist BLM’s staff with the system administration of BLM’s Mobile application and NetMotion.

6. BLM agrees to inform the Contractor in writing if the Contractor’s personnel violate any of the policies, procedures or guidelines in this Appendix.

7. BLM agrees that the Contractor’s occasional failure to perform the services described in this Appendix shall not be cause to invalidate this contract, unless the Contractor routinely fails to take corrective action after being notified by BLM of misapplications of the policies, procedures or guidelines contained in this Appendix.
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 03/22/2018

2. CONTRACT NO. (if any)

3. ORDER NO: 140L5518P0009

4. REQUISITION/REFERENCE NO: 0040384203

5. ISSUING OFFICE (Address correspondence to)

   BLM OR-SPOKANE DIST OCC (ORW00)
   1103 N FANCHER ROAD
   SPOKANE WA 99212

6. SHIP TO

   a. NAME OF CONSIGNEE: BLM-OR SPOKANE DISTRICT OFFICE*
   b. STREET ADDRESS: 1103 N FANCHER
   c. CITY: SPOKANE
   d. STATE: WA
   e. ZIP CODE: 99212-1275
   f. SHIP VIA:

7. TO: ATTN GOVERNMENT POC

   a. NAME OF CONTRACTOR: KITTITAS, COUNTY OF
   b. COMPANY NAME: X
   c. STREET ADDRESS: 700 ELMHVIEW RD
   d. CITY: ELLensburg
   e. STATE: WA
   f. ZIP CODE: 98266-9336

8. TYPE OF ORDER

   a. PURCHASE REFERENCE YOUR:
   b. DELIVERY
   c. EXCEPT FOR BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS
   SUBJECT TO INSTRUCTIONS CONTAINED ON THE SIDE ONLY OF THIS FORM AND IS
   ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE-NUMBERED
   CONTRACT.

9. ACCOUNTING AND APPROPRIATION DATA

   See Schedule

   10. REQUISITIONING OFFICE

       BLM OR-SPOKANE DISTRICT OFFICE

   11. BUSINESS CLASSIFICATION

       a. SMALL
       b. OTHER THAN SMALL
       c. DISADVENTAGED
       d. WOMEN-OWNED
       e. HUBZone
       f. EDVOSB

   12. FOB POINT

       DESTINATION

   13. PLACE OF

   a. INSPECTION
   b. ACCEPTANCE

   14. GOVERNMENT BL NO.

   15. DELIVER TO F.O.B. POINT

       ON OR BEFORE (Date): 03/31/2020

   16. DISCOUNT TERMS

       PP30

17. SCHEDULE (See reverse for Revisions)

   ITEM NO

   18. SHIPPING POINT

   19. GROSS SHIPPING WEIGHT

   20. INVOICE NO:

   21. MAIL INVOICE TO

       a. NAME
       b. STREET ADDRESS
       c. CITY

       Invoice Processing Platform System
       US Department of Treasury
       http://www.ipp.gov

       $6,123.72

   22. UNITED STATES OF AMERICA

       (Signature)

       Donald Vicena

       TITLE CONTRACTING/OFFICER

   23. NAME (Typed)

   OPTIONAL FORM 347 (Rev. 3-2012)

   PREVIOUS EDITION NOT USEABLE

   AUTHORIZED FOR LOCAL REPRODUCTION.
<table>
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<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
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<td>KITTCOM DISPATCH SERVICES</td>
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<td>6,123.72</td>
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Accounting Info:
01 Account Assignn: K G/L Account: 6100.252R0 Business Area: L000
Commitment Item: 252R00 Cost Center: LLOR940000 Functional Area: L1990000.NU0000 Fund: 17XL1109HF
Fund Center: LLOR940000 PR Acct
Assign: 01
Funded: $4,300.00

Accounting Info:
02 Account Assignn: K G/L Account: 6100.252R0 Business Area: L000
Commitment Item: 252R00 Cost Center: LLOR940000 Functional Area: L1020000.NU0000 Fund: 18XL1109AF
Fund Center: LLOR940000 PR Acct
Assign: 02
Funded: $1,823.72

The total amount of award: $6,123.72. The obligation for this award is shown in box 17(i).
A RESOLUTION allowing for the execution of the Statement of Work between KITTCOM – Law Enforcement Radio Dispatching for BLM (Bureau of Land Management) Law Enforcement Rangers and Agents;

WHEREAS, KITTCOM provides radio dispatch services and status checks for BLM in the State of Washington, when they are working in Kittitas County and;

WHEREAS, BLM agrees to pay all costs necessary to assure their law enforcement officers can adequately communicate with KITTCOM on the primary KITTCOM law radio frequency.

BE IT RESOLVED, that the KITTCOM Administrative Board hereby resolves to have the KITTCOM Administrative Board Chair sign this resolution therefore executing the Statement of Work which expires on March 31, 2020.

 Adopted by the Administrative Board of KITTCOM on this 12th day of April 2018.

Mary L Morgan, Chairman, KITTCOM Administrative Board

Darlene A. Mainwaring, Secretary, KITTCOM Administrative Board