

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2022- 034

A RESOLUTION AUTHORIZING EXECUTION OF A INTERLOCAL AGREEMENT
BETWEEN WASHINGTON STATE PATROL AND KITTITAS COUNTY SHERIFF'S
OFFICE

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the purpose of this Agreement is to maximize the effective utilization of commercial motor vehicle, driver and cargo inspection resources; and

WHEREAS, to advance uniformity of inspections; to minimize delays in schedules incurred by the commercial motor vehicle industry inherent to these types of enforcement activities; and

WHEREAS, to provide Kittitas County Sheriff's Office a means to use the Federal Motor Carrier Safety Administration's (FMCSA) ASPEN software to upload commercial vehicle inspection data into FMCSA's Motor Carrier Management Information System (MCMIS) via WSP's SAFETYNET

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that the Interlocal Agreement between Washington State Patrol and Kittitas County Sheriff's Office be accepted, and the Sheriff is authorized to approve the signing of such document.

ADOPTED this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON


Chairman


Vice-Chairman


Commissioner

ATTEST:

Deputy - CLERK OF THE BOARD


Julie A. Kjorsvik

APPROVED AS TO FORM:

 #22877
Deputy Prosecuting Attorney
Douglas Mitchell

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
KITTITAS COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Patrol, ATTN: Commercial Vehicle Division, PO Box 42614, Olympia WA 98504-2614, hereinafter referred to as WSP; and the Kittitas County Sheriff's Office, 307 W. Umptanum Rd., Ellensburg, WA 98926, hereinafter referred to as AGENCY.

The purpose of this Agreement is to maximize the effective utilization of commercial motor vehicle, driver and cargo inspection resources; to avoid duplication of effort and to expand the number of inspections performed; to advance uniformity of inspections; to minimize delays in schedules incurred by the commercial motor vehicle industry inherent to these types of enforcement activities; and to provide Kittitas County Sheriff's Office a means to use the Federal Motor Carrier Safety Administration's (FMCSA) ASPEN software to upload commercial vehicle inspection data into FMCSA's Motor Carrier Management Information System (MCMIS) via WSP's SAFETYNET.

1. **Statement of Work.** Both parties shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.

Kittitas County Sheriff's Office shall use ASPEN to report commercial vehicle inspection data. For use of ASPEN both parties shall perform in accordance with Exhibit B, ASPEN Responsibilities.

2. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall start January 1, 2022 and shall continue for a period of five (5) years through end date, unless terminated sooner as provided herein.
3. **Command and Control of WSP Staff.** WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable 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 Chief of WSP or designee.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

5. **Records Maintenance.** Both parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party shall be responsible for complying with records requests made pursuant to RCW 42.56, but only as to records within its possession.
6. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
7. **Agency Representatives.** The following persons or their successors represent the parties in matters involving this Agreement:

For WSP:

Mr. Jacob Hursey
 Commercial Vehicle Division
 PO Box 42614
 Olympia WA 98504-2614

For KITTITAS CO. SHERIFF'S
 OFFICE:

Clay Myers, Sheriff
 Kittitas County Sheriff's Office
 307 W. Umptanum Rd.
 Ellensburg, WA 98926

8. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees or agents while performing this Agreement.
9. **Termination.** Except as otherwise provided in this Agreement, either party may terminate its participation in this Agreement upon thirty (30) days' written notification to the other party. If a party's participation in this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. The Agency shall appoint one member to the Dispute Board. The Chief of WSP and the Agency shall jointly appoint an additional 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 on the parties hereto.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations;
- Special Terms and Conditions contained in the Statement of Work
- General Terms and Conditions contained in this Agreement
- Any other provisions of the Agreement, whether incorporated by reference or otherwise.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Washington State Patrol:

For Kittitas County Sheriff's Office:

Simon Tee

Digitally signed by Simon Tee
Date: 2022.02.22 10:29:10
+08'00'

Signature

Clay Meyer

Signature

Date

1-24-22

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 06/04/2008

STATEMENT OF WORK

1. **WSP Responsibilities.** WSP shall inspect commercial vehicles operating over public highways and at carrier terminal facilities. WSP also agrees to:
 - a. Function as the lead agency for purposes of administering participation in the Surface Transportation Assistance Act (Act) and to ensure Washington State's compliance, including participating political subdivision, with the terms and conditions of the act.
 - b. Train, retrain (as necessary or desirable), test and certify Kittitas County Sheriff's Office commercial vehicle inspections pursuant to agreement between WSP and the Commercial Vehicle Safety Alliance (CVSA).
 - c. Supply to Kittitas County Sheriff's Office vehicle and driver out-of-service stickers, CVSA decals and inspection forms for all inspections conducted under this Agreement.
 - d. Provide monitoring service relative to Kittitas County Sheriff's Office inspection techniques and violations recorded; and provide data entry for all eligible inspections conducted by Kittitas County Sheriff's Office.

2. **AGENCY Responsibilities.** Kittitas County Sheriff's Office certifies that it has the authority to enforce FMCSA and hazardous materials regulations. Kittitas County Sheriff's Office shall, as a routine practice, confine inspection activities to vehicles operating over public highways; and shall participate in consolidated efforts during special roadside inspection activities and training programs. Also, Kittitas County Sheriff's Office shall:
 - a. Adopt the *North American Uniform Inspection Procedure* and *CVSA Out-Of-Service Criteria* as adopted by WSP.
 - b. Honor CVSA inspection decals affixed to commercial vehicles by authorized agencies.
 - c. Affix CVSA decals to commercial vehicles that pass Level 1 CVSA inspections with no violations. The term "pass inspection" as used in this section shall be interpreted to mean that no violation of any inspection items contained in Appendix A, Part II of the *CVSA Out-Of-Service Criteria* is disclosed during the inspection process.
 - i. **No CVSA decal will be affixed to commercial vehicles when the inspection is pre-scheduled or voluntary.**
 - d. Require commercial vehicle operators to correct all defects disclosed during inspections.
 - e. Adopt recommended out-of-service and other defect repair verification procedures as developed by CVSA.
 - f. Conduct inspections with CVSA certified inspectors only; document commercial vehicle inspections on forms provided by WSP; and forward completed inspection forms to WSP within 5 days following the date of the respective inspection for processing and final compliance.
 - g. Kittitas County Sheriff's Office officers that will perform commercial vehicle inspections shall attend CVSA Part A and B training, Size, Weight, and Load training and complete the required number of initial inspections under the guidance of a CVSA certified inspector within six (6) months of completing Part A and B classroom instruction. AGENCY officers shall adhere to CVSA requirements for maintaining certification, adhere to all CVSA policies for conducting inspections, including following the Out-of-Service Criteria, and follow WSP enforcement guidelines when conducting CVSA inspections.

- h. **Operating Authority Checks:** Officers shall verify every carriers operating authority and take appropriate action if a carrier is found to be non-compliant with federal regulations. Carriers found to be non-compliant shall be placed out-of-service when required and a copy of the inspection report will be faxed to the local FMCSA office. Investigators will check to see if companies have an Out of Service (OOS) order in effect and if it is determined a company is OOS, the vehicle will be placed OOS. Officers will utilize the ISS system, Query Central and any tools available to confirm carriers operating authority, jumping of OOS orders and violation history before conducting an appropriate Level of a CVSA inspection. If the information is not available roadside during a CVSA inspection the officer will contact the local FMCSA office to verify operating authority in order to ensure appropriate action is taken. Commercial Driver Licenses are verified through the National Law Enforcement Telecommunication System (NLETS) or Washington State's Department of Licensing.
- i. **Require all Kittitas County Sheriff's Office inspectors to perform the required number of commercial vehicles inspections per year in order to maintain certification. WSP reserves the right to remove all related software if the required numbers of inspections are not met.**
 - a. **Beginning January 1, 2017, CVSA updated Operations Policy 4. To maintain certification to conduct North American Standard Level I through Level V Inspections, an inspector shall in addition to the "General Maintenance of Certification" section of Operational Policy 4, perform a minimum of 32 North American Standard inspections of the inspector's highest certified level annually, preferably 8 inspections per quarter for which the inspector alone takes credit.**
 - b. **To maintain the annual certification, the officer shall complete 32 CVSA Level 1 inspections.**
 - c. **No CVSA Level 5 inspections will be submitted to the WSP.**
- j. **Require all Kittitas County Sheriff's Office inspectors to attend refresher training provided by WSP in order to maintain certification.**
- k. **Provide to the WSP Program Manager named under Agreement Management quarterly program evaluations within 15 days of the end of each fiscal quarter.**
- l. **Any cost incurred by Kittitas County Sheriff's Office relating to conformance with this Agreement, including training, retraining, testing and certifying inspectors, is the sole responsibility of Kittitas County Sheriff's Office.**

ASPEN Responsibilities

1. **Introduction.** ASPEN was developed to facilitate electronic roadside safety inspections of commercial vehicles and drivers. It provides users with current information about the carrier, an inspection recommendation based on the carrier's safety and accident history, and computer assisted data entry procedures for conducting inspections. The Safety and Fitness Electronic Records System (SAFER) provides information to keep ASPEN users current by identifying changes to carrier information from MCMIS; it also provides a mechanism to electronically transfer inspections reports from roadside ASPEN units to SAFER for input into WSP's SAFETYNET and MCMIS.

2. **Scope of Work.** The parties to this Agreement agree to the following:

a. AGENCY Responsibilities.

1) **Administration.** Kittitas County Sheriff's Office shall designate a computer (IT) specialist to administer Kittitas County Sheriff's Office's use of ASPEN, SAFER and related software and equipment. The IT specialist shall obtain a User Authentication System (UAS) account from WSP for purposes of downloading Kittitas County Sheriff's Offices own ASPEN/ Inspection Selection System (ISS) updates. Kittitas County Sheriff's Office shall maintain software and hardware to keep it compatible with ASPEN and SAFER; resolve software and hardware problems that its officers may encounter with the program; set up software to make it agency-specific; update computers with new versions of the software as it is released; and update computers with new editions of the ISS and any other add-on programs required by SAFER or ASPEN in accordance with timelines, if any, provided by FMCSA or the WSP. Kittitas County Sheriff's Office shall also resolve download and data entry problems after Kittitas County Sheriff's Office officers submit their inspections to SAFER; and safeguard Kittitas County Sheriff's Office ASPEN manager's password to assure data integrity.

2) **Training.** Kittitas County Sheriff's Office ASPEN computer specialist and all Kittitas County Sheriff's Office officers using ASPEN shall attend at least two hours of ASPEN-related training conducted by WSP. Kittitas County Sheriff's Office shall be responsible for providing any necessary training subsequent to this initial training provided by WSP. Kittitas County Sheriff's Office will correspond with the WSP's Commercial Vehicle Division's (CVD) Computer Support group supervisor to arrange the time and location for the Administrator and End-User training.

3) **Data Transfer.** Kittitas County Sheriff's Office officers using ASPEN shall upload inspection reports to SAFER on a daily basis. If Kittitas County Sheriff's Office experiences delays with the transfer due to equipment failure/phone line failure, AGENCY will inform the WSP's Commercial Vehicle Division Computer Support Supervisor.

b. WSP Responsibilities.

1) **Administration.** The WSP will provide at least one Commercial Vehicle Enforcement Officer (CVEO) to provide in-the-field training to Kittitas County Sheriff's Office personnel. The WSP's CVD computer support group will be

responsible for providing Kittitas County Sheriff's Office with an ASPEN user's identification number. WSP's Commercial Vehicle Division Computer Support Supervisor will work with Kittitas County Sheriff's Office technical representative to arrange a date for initial installation and training of the ASPEN and ISS applications.

- 2) Software Distribution. WSP shall provide to Kittitas County Sheriff's Office one initial installation copy each of the current versions of ASPEN and ISS software. Kittitas County Sheriff's Office shall be responsible for obtaining newer versions of this software as they become available. Software is available on the FMCSA website; if any critical software is unavailable on the website, upon request, WSP shall provide that data to the designated IT specialist to update Kittitas County Sheriff's Office's ASPEN Programs.
- 3) Training. WSP shall conduct one initial ASPEN/ISS training class for Kittitas County Sheriff's Office ASPEN computer specialist and up to five Kittitas County Sheriff's Office officers. All subsequent training will be the responsibility of Kittitas County Sheriff's Office.

3. ASPEN Equipment.

- a. **Equipment Reimbursement**. Kittitas County Sheriff's Office is responsible for providing the computer equipment necessary for Kittitas County Sheriff's Office to perform CMV inspections. Subject to available funding and solely at WSP's option, Kittitas County Sheriff's Office may receive reimbursement from WSP to provide initial computer equipment for each CVSA certified Kittitas County Sheriff's Office officer to aid in the purchase of the necessary computer equipment. Kittitas County Sheriff's Office is responsible for all computer equipment they use under this Agreement; and to ensure that the ASPEN and ISS applications coexist effectively with other possible applications on their computers.
- b. **Title and Use of Equipment**. Upon successful completion of the terms of this Agreement, all equipment purchased by Kittitas County Sheriff's Office with Agreement funds will be owned by Kittitas County Sheriff's Office. Kittitas County Sheriff's Office shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of such equipment, including all questions of liability.
- c. **Equipment Management**. If WSP reimburses Kittitas County Sheriff's Office for the purchase of equipment associated with this Agreement, Kittitas County Sheriff's Office shall manage that equipment according to the following:
 - 1) Equipment Records. Kittitas County Sheriff's Office shall maintain equipment records that include: a description of the equipment; the manufacturer's serial number, model number, or other identification number; the Catalog of Federal Domestic Assistance (CFDA) number 20.218 or other CFDA number provided by WSP; 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 equipment. Equipment records shall be retained by Kittitas County Sheriff's Office 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 Kittitas County Sheriff's Office until all litigations, claims, or audit findings involving the records have been resolved.
 - 2) Inventories. Kittitas County Sheriff's Office shall take a physical inventory of the

equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by Kittitas County Sheriff's Office to determine the cause of the difference. Kittitas County Sheriff's Office shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment. Kittitas County Sheriff's Office shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. Kittitas County Sheriff's Office will develop adequate maintenance procedures to keep the property in good condition.

- 3) Disposition of Equipment. If Kittitas County Sheriff's Office is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by Kittitas County Sheriff's Office with no further obligation to WSP or the awarding agency.