

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
AND
SOUTH PUGET SOUND COMMUNITY COLLEGE**

This INTERAGENCY AGREEMENT (this "Agreement") is made and entered into by and between the **State of Washington, Office of the Secretary of the State (OSOS)** (hereinafter referred to as "AGENCY") and the South Puget Sound Community College (SPSCC) (hereinafter referred to as "COLLEGE") pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT:

To procure professional social media monitoring services to identify harmful online narratives about the election process and online threats to election officials and the election process.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. STATEMENT OF WORK

The COLLEGE 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 **Attachment 1: Statement of Work** attached hereto and incorporated herein (the "Statement of Work").

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **June 1, 2023**, and end on December 31, 2024, unless terminated sooner or extended, as provided herein.

3. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$272,838.00. This not-to-exceed amount includes a 15% administrative fee payable to the COLLEGE in consideration of the coordination, provision and administration of the services provided under this Agreement, which charge is reflected in the cost of the deliverables listed below. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following fees and deliverables:

DELIVERABLE AND FEE SCHEDULE		
DELIVERABLE	FEES	INVOICED
Deliverable #1 – MDM/Narrative Reports	Included	
Deliverable #2 - Threat Alerts	Included	
Deliverable #3 - Weekly MDM/Narrative and Threat Trend Reports	Included	
Deliverable #5 – MDM/Narrative and Threat Briefings	Included	
Total Monthly Cost (Deliverables #1-3, 5)	\$14,145.00	Monthly
Total Monthly Cost over Contract Term (19 Mos.)	\$268,755.00	
Deliverable #4 - Final MDM/Narrative and Threat Report	\$4,083.00	On Final Invoice
Total Contract Cost	\$272,838.00	

4. BILLING PROCEDURE

The COLLEGE shall submit invoices *monthly*. Payment to the COLLEGE for approved and completed work will be made by warrant or account transfer by the AGENCY within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Billing Information (email preferred):

Kylee Zabel, Director of Information Security & Response
Office of the Secretary of State
243 Israel Rd., #400
Tumwater, WA 98501
Kylee.zabel@sos.wa.gov

With a copy to: payables@sos.wa.gov

5. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for AGENCY is: Kylee Zabel
Director of Information Security & Response
Office of the Secretary of State
243 Israel Rd., #400
Tumwater, WA 98501
360-902-4156
Kylee.zabel@sos.wa.gov

The Program Manager for COLLEGE is: Alena Dicke
4220 6th Ave SE
Lacey, WA 98513
adicke@spscc.edu
360-349-6376

8. DISALLOWED COSTS

COLLEGE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

9. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board

shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

10. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Attachment 1: Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

11. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

12. RECORDS MAINTENANCE

The 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. All books, records, documents, and other material relevant to this Agreement will be retained for six 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.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

13. RIGHTS IN MATERIALS

All Materials produced in the course of providing the services set forth in the Statement of Work, including Materials developed and/or delivered by a third party contracted by COLLEGE to perform such services, shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by AGENCY. AGENCY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, COLLEGE, and any such third-party service provider, hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to AGENCY effective from the moment of creation of such Materials. As used herein, "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

To protect AGENCY's ownership rights in and to Materials produced pursuant to this Agreement, COLLEGE will include language to this effect in any contract with a third party service provider to perform the services set forth in this Agreement.

14. INSURANCE

COLLEGE shall procure and maintain for the duration of this Agreement, or require any third party service provider COLLEGE subcontracts with to perform the work set forth in the Statement of Work to procure and maintain while this Agreement is effective, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by COLLEGE or such service provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Employers Liability/Workers' Compensation:** Insurance covering employers liability with limit of no less than **\$1,000,000** per accident for bodily injury or disease. The service provider shall comply in all respects with the Workers' Compensation laws of the State of Washington.
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the service provider's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the service provider maintains broader coverage and/or higher limits than the minimums shown above, AGENCY requires and shall be entitled to the broader coverage and/or higher limits maintained by the service provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

AGENCY, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of COLLEGE including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this Agreement, the service provider's insurance coverage shall be primary as respects AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees, or volunteers shall be excess of the service provider's insurance and shall not contribute with it.

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to AGENCY.

COLLEGE hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said service provider may acquire against AGENCY by virtue of the payment of any loss under such insurance. The service provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not AGENCY has received a waiver of subrogation endorsement from the insurer.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to AGENCY.

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the work under this Agreement.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work under this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the service provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work under this Agreement.

COLLEGE shall furnish AGENCY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by AGENCY before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the service provider's obligation to provide them. AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

COLLEGE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and COLLEGE shall ensure that AGENCY is an additional insured on insurance required from subcontractors.

AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, 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 agreement, and to this end the provisions of this Agreement are declared to be severable.

16. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties 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.

17. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

18. TERMINATION FOR CONVENIENCE

AGENCY may, by 10 calendar days written notice, beginning on the second day after mailing of written notice, terminate this Agreement, in whole or in part. If the Agreement is so terminated, AGENCY is liable only for payment required under the terms of the Agreement for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION FOR FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, AGENCY may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties 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;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or
- d. Pursue such other alternative as the parties mutually agree to in writing.

20. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

21. ALL WRITINGS CONTAINED HEREIN

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.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
Office of the Secretary of the State

STATE OF WASHINGTON
South Puget Sound Community College

DocuSigned by:
Kevin D. McMahan
C05239065041431...
Signature

DocuSigned by:
Noel Rubadue
210F77D5907C4D2...
Signature

Kevin McMahan
Assistant Secretary of State
5/31/2023

Noel Rubadue
Dean of Corporate and Continuing Education
5/30/2023

Title Date

Title Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

Attachment 1: Statement of Work

Background

The State of Washington, Secretary of State's Office is engaging Logically (Logically or Contractor) to help provide services to identify harmful online narratives about the election process and online threats to election officials and the election process.

Description of Services

Logically will review daily (Monday - Friday) publicly available online content across five (5) social media platforms for narratives and threats related to election officials or the election process in Washington. These platforms will include: Rumble, Telegram, Truth Social, Gab, Gettr.

Logically shall provide the following overarching services:

1. Narrative Alerts
2. Threat Alerts
3. Bi-Weekly Narrative and Threat Trend Reports
4. Final Narrative and Threat Report Trend Report
5. Narrative and Threat Briefings

Scope of Work

Deliverable #1: Narrative Alerts

Logically shall provide alerts on key potential narratives (at least one per week) that could negatively impact the election process in Washington State:

1. Logically shall define "narrative" as multiple pieces (more than one) of content that shares a similar rhetorical objective related to a topic or theme that poses a potential risk to electoral integrity in Washington.

Deliverable #2: Threat Alerts

Logically shall provide alerts on imminent or particularly concerning threats to up to three (3) staff from the State of Washington, Secretary of State's Office:

1. Logically shall review online content for threats to up to three (3) staff that will be selected by the State of Washington, Secretary of State's Office.
 - a. The State of Washington, Secretary of State's Office shall provide Logically with the names of three (3) staff before the execution of this deliverable begins.
2. Logically shall alert the State of Washington, Secretary of State's Office of any identified potential threats to life of the selected staff.
 - a. Logically shall define "threats to life" as information that *any reasonable person would interpret as a real and serious*

communication of an intent to inflict harm. This content could describe, encourage, suggest, or condone a specific act of violence against the staff.

Deliverable #3: Bi-Weekly Narrative and Threat Reports

Logically shall provide the State of Washington, Secretary of State's Office with a bi-weekly report with narrative and threat trends:

1. Logically shall include analysis on the narrative trends that could include but are not limited to:
 - a. Trends that could lead to future narratives that pose a risk to electoral integrity in Washington.
2. Logically shall include analysis on the threat trends that could include but are not limited to:
 - a. The top threat vectors to the select State of Washington, Secretary of State's Office staff.
 - b. Trends that could lead to future threats to the select State of Washington, Secretary of State's Office staff.

Deliverable #4: Final Narrative and Threat Report

Logically shall provide the State of Washington, Secretary of State's Office with a final narrative and threat report:

1. Logically shall include analysis on narrative trends and threats that could include but are not limited to:
 - a. Summary, trends, and statistics of narratives that pose a risk to electoral integrity in Washington.
 - b. Summary, trends, and statistics of threats targeting the select State of Washington, Secretary of State's Office staff.

Deliverable #5: Narrative and Threat Briefings

Logically shall provide the State of Washington, Secretary of State's Office and other stakeholders with two (2) MDM and threat briefings at a time, date, and location that is mutually agreed to by Logically and the State of Washington, Secretary of State's Office:

2. Logically shall include analysis on MDM narrative trends and threats that could include but are not limited to:
 - a. Summary, trends, and statistics of MDM narratives that pose a risk to electoral integrity in Washington.
 - b. Summary, trends, and statistics of threats targeting the select State of Washington, Secretary of State's Office staff.
3. Logically and the State of Washington, Secretary of State's Office shall agree upon what outside stakeholders, if necessary, will receive the briefing(s).

Period of Performance

Logically shall provide this service beginning as early as the week beginning June 5, 2023 (depending on contract execution date) through December 31, 2024 for a total of approximately 19 months, with an option of extending the contract for up to 3 additional 1-year periods. Note – deliverables will not be provided on federal holidays.

Schedule and Milestones

Schedule

1. Logically shall provide Deliverable #1 when deemed relevant by Logically between 9:00 AM to 5:00 PM EST, Monday through Friday, except holidays.
2. Logically shall provide Deliverable #2 when deemed relevant by Logically between 9:00 AM to 5:00 PM EST, Monday through Friday, except holidays.
3. Logically shall provide Deliverable #3 bi-weekly by 5:00 PM every other Thursday, except holidays.
4. Logically shall provide Deliverable #4 on a date agreed upon between Logically and the State of Washington, Secretary of State's Office.
5. Logically shall provide Deliverable #5 on dates agreed upon between Logically and the State of Washington, Secretary of State's Office.

Milestones

1. Kick-Off Meeting - Week of June 5, 2023
2. Contract Closeout Meeting - Early December 2024