

RESOLUTION 2024-0514

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT #E25-003 BETWEEN BENTON COUNTY AND WASHINGTON STATE MILITARY DEPARTMENT FOR E911

WHEREAS, in order for Benton County to be reimbursed for certain approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County must enter into a contract with the Washington State Military Department; and

WHEREAS, Benton County Emergency Services Executive Board recommends entering into Contract #E25-003 with the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; **NOW THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract #E25-003 between Benton County and the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

BE IT FURTHER RESOLVED Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed \$72,865 as stated in the attached contract; and

BE IT FURTHER RESOLVED the attached contract commences July 1, 2024 through June 30, 2025 with a contract end date of August 15, 2025 to permit contract closeout.

Dated this .13th . day of ... August , 20 . 24.

DocuSigned by:
Amanda Pearson
Attest:34825A975E034CE.....
Clerk of the Board

DocuSigned by:
Jerome Delvin
7ED07603283E486...
Chairman of the Board
DocuSigned by:
Michael Alvarez
D8C6F57E34874E4...
Chairman Pro-Tem
DocuSigned by:
Will McKay
135987D784E74CF...
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

SECO Coordinator Professional Development (CPD) Contract SFY2025

CONTRACT FACE SHEET

1. Contractor Name and Address: Benton County Agency (COUNTY) Post Office Box 190 Prosser, Washington 99350		2. Contract Amount: \$ 72,865		3. Contract Number E25-003	
4. Contractor's Contact Person, phone number: Kim Lettrick/509.628.8595 k.lettrick@bces.wa.gov		5. Contract Start Date July 1, 2024		6. Contract End Date August 15, 2025	
7. MD Program Manager/phone number: Teresa Lewis / 253.512.7481 teresa.lewis@mil.wa.gov		8. Unique Entity Identifier (UEI #): XEJNMEFNHMM1		9. UBI # (state revenue): 035-000-971	
10. Funding Authority: Washington State Military Department and State 911 Funds					
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66		12. Program Index# & Obj/SubObj: 7928A and 79281 NZ		13. CFDA # & Title: NA	
14. TIN or SSN: 91-6015119		15. Service Districts: (BY LEGISLATIVE DIST): 8th, 15th, & 16th (BY CONGRESSIONAL DIST): 4th		16. Service Area by County(ies): BENTON	
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"/> Advertised? <input type="checkbox"/> YES <input checked="" 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 type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E).	
IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract.					
In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order: <ul style="list-style-type: none"> (a) Applicable State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) Any other provisions of the contract incorporated by reference. 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 executed this Contract on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE COUNTY:		
_____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT			_____ Signature Date Jerome Delvin, Chairman Benton County Board of Commissioners		
APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 5/9/2022 Assistant Attorney General					

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the State 911 Coordination Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse COUNTY for eligible expenses from appropriated excise tax revenue retained in the state 911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:

DEPARTMENT:

Name:	Kim Lettrick	Name:	Teresa Lewis
Title:	Communications Manager	Title:	SECO 911 County Assistance Program Manager
E-Mail:	k.lettrick@bces.wa.gov	E-Mail:	teresa.lewis@mil.wa.gov
Phone:	509.628.8595	Phone:	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state 911 account must be “used to support the priorities established in RCW 38.52.545, procure, fund, and manage the statewide 911 emergency communications system network, purchase goods and services that support the counties and Washington state patrol public safety answering points in providing 911 baseline level of service statewide, assist the counties and Washington state patrol public safety answering pints to provide 911 emergency communications systems and associated administrative and operational costs, acquire 911 hardware, software, and technology appropriate to support a 911 emergency communications system, 911 emergency communications training and public education, support the statewide coordination and management of the 911 emergency communications system, and for modernization needs as technology evolves of the 911 emergency communications systems statewide”;
- B. RCW 38.52.540(3) provides that the State 911 Coordinator is “authorized to enter into statewide agreements to improve the efficiency of the 911 emergency communications system and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account”;
- C. RCW 38.52.545 provides that “In specifying rules defining the purposes for which available state 911 moneys may be expended, the state 911 coordinator, with the advice and assistance of the 911 advisory committee, must consider needs necessary to provide a baseline level of 911 service by individual counties and their designated Washington state patrol public safety answering points. Priorities for available 911 emergency communications system funding are as follows: (1) To procure, fund, and manage the statewide 911 network and supporting services, and assure that 911 dialing is operational statewide; (2) To assist counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs as necessary to assure that they can achieve a baseline level of service for 911 operations; and (3) To assist counties and their designated Washington state patrol public safety answering points to acquire 911 hardware, software, and technology to support a 911 emergency communications system baseline level of service”;
- D. WAC 118-66-020 reiterates the 911 funding purposes and priorities established by the legislature;

- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. WAC 118-66-050 lists expenses that “may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator” and “in accordance with the purposes and priorities established by statute and regulation”.

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

- A. Consistent with the statutes and regulations cited herein, this Contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. This Contract includes Statewide Services that benefit all counties and does not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this Contract include:
 - 1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee briefings, Advisory Committee Subcommittee meetings, Coordinator Forum(s), State Supported training, and National Conference attendance; and
 - 2. Reimbursement of selected Public Education expenses, selected 911 salaries, benefits and training; and
 - 3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services; and
 - 4. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - c. In the event of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.
- B. Expenses.
 - 1. General Reimbursement Requirements for COUNTY:
 - a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
 - c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAPs) only, unless otherwise specified in applicable DEPARTMENT policy, as provided in Section VII D of this Contract;
 - 2. Ineligible Items:

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
 - 3. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, (including additional hard copy documentation required by an “Action Plan” due to audit findings), so they are received by the DEPARTMENT by the last day following the month in which payment was made;

- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training has been attended, with the exception of conference registration fee(s), which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2024** and **June 30, 2025** (the Performance Period). Work started prior to **July 1, 2024**, and/or not complete by **June 30, 2025**, will be considered outside the Performance Period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive, or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines. The COUNTY further warrants that it will not request, receive, or expend funds under this Contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred during the Performance Period.
- C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this Contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies Link](#) and incorporated by reference:
 - SECO County Contract Policy (PDF)
 - SECO Public Education Policy (PDF)
 - SECO Statewide Services Support Policy (PDF)
 - SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than the last day following the end of the month.
Local Travel Policy/Procedures	1	30 days after signatures on this Contract and then annually.
3rd Quarter Review	1	March 31, of each year
911 COOP	1	June 30, 2025
Training Certification(s)	1	June 30, of each year
Final Reimbursement Request	1	July 31, 2025

All contract work must not start prior to July 1, 2024, and must be delivered, installed/completed, and accepted by June 30, 2025. The COUNTY may submit the final report by July 31, 2025, as described above. Final billing not received by July 31, 2025, will not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 Coordinator or designee to as many of the Advisory Committee meetings as possible each contract period, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Advisory Committee Briefings: The COUNTY agrees to have the 911 Coordinator or designee participate in as many of the Advisory Committee briefings as possible each contract period, but no less than half of the scheduled Advisory Committee briefings per contract period; and
- Coordinator Forums: The COUNTY agrees to send the 911 Coordinator or designee and additional appropriate 911 representatives to all of the Coordinator Forums held each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend a Coordinator Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend a Coordinator Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings; and
- GIS Coordinator: The COUNTY agrees to send the 911 GIS Coordinator or appropriate 911 representative to participate in half of the scheduled GIS Workgroup meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development category as needed. Budget categories are as specified or defined on the budget sheet of the Contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. THE MILITARY DEPARTMENT AGREES TO:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Contract, the DEPARTMENT will reimburse the COUNTY up to the maximum of **\$72,865**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
 - a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. "**COUNTY**" shall mean the named county performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
 - c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "**PSAP**" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
 - f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development section as needed.

- 8) **COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors, or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with, RCW 42.56, the Public Records Act or court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, including the performance of any subcontractor(s).
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.
- 15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

- 16) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.
- 17) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate, or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 18) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated 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.
- 19) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
 - b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.
- 20) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

- 21) **RECORDS, MONITORING, AND AUDIT ACCESS:**
 - a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
 - b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem

necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 22) **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, and to this end the provisions of this Contract are declared to be severable.
- 23) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracting and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.
- 24) **TERMINATION:**
- a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.”
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2025
 July 1, 2024 – June 30, 2025

CPD1 911 Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. 911 Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. 911 Coordinator or pre-approved/designated alternate attend 50% of Advisory Committee (AC) briefings held per contract period.
4. 911 Coordinator or pre-approved/designated alternate attend all of the Coordinator Forums held per contract period. If forum is virtual, 911 Coordinator or preapproved/designated alternate will participate in at least the coordinator/director roundtable meeting and one training session.
5. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
6. Provide a detailed copy of the County 911 Continuity of Operations Plan (911 COOP) by June 30, 2025 that at a minimum, addresses the following:
 - a. 911 call routing during periods of system failure or PSAP abandonment
 - Identify call routing when the ESINet cannot deliver calls to the PSAP;
 - Identify call routing when the local telephone network cannot deliver 911 calls to the ESINet;
 - Identify call routing when the PSAP call handling equipment is not functional;
 - Identify call routing during PSAP abandonment (alternate county PSAP, local back-up, other).
 - b. Identify if the PSAP's COOP addresses how to continue radio/dispatch operations, CAD operations, and other critical functions necessary to maintain emergency communications center operations during an event.
7. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain, deliver, and improve GIS data (Road Centerlines and Address Points) for location validation (LVF).
 - a. Site Structure Address Points (SSAP) data MUST be submitted as part of the GIS dataset.
 - b. The minimum number of address points should be greater than or equal to 10% of the ALI records for the jurisdiction, as measured on or before September 30, 2024.
2. ALI discrepancy reports (DR) shall be submitted using the Comtech ALI DBMS.
3. Required GIS data layers must be uploaded and pass critical quality checks at least quarterly or provide notification to the SECO in writing that no substantial changes were made to the previous data layers.
4. Participate in 50% of any scheduled GIS Workgroup meetings held during the contract period. Participation can be in-person, virtual, or on a project.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE/CHE
2. All equipment/software purchases that touch the WA State ESINet, must be tested and proven to be compatible with the ESINet in accordance with "ESINet-to-PSAP SIP interface Control Document TSCW 62289-1". The cost of compatibility falls on the vendor and/or county. The SECO will not be financially or technically responsible for ensuring compatibility with the ESINet., CAD, network, network security, etc...).
3. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3 Public Education

1. Attend a 911 Coordinator forum or a public education class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.
3. Submit an annual report that outlines the agency's public education activities and highlights any changes the agency has made to the program during the contract period.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Coordinator Forum or a training class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.

**SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY CPD CONTRACT - SFY2025
July 1, 2024 – June 30, 2025**

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary.

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

CPD benefits all counties and does not require local revenue to be used prior to state reimbursement. The following are reimbursed through both the BSO and CPD contracts.

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	<p><u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 Coordinator or pe-approved designee to attend all AC meetings. 911 Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings.</p> <p><u>Advisory Committee (AC) Briefings (Virtual):</u> 911 Coordinator or pe-approved designee must attend 50% of all AC Briefings held per contract period.</p> <p><u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws.</p> <p><u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend all of the Coordinator Forum(s) held per contract period. One of the attendees must be the 911 Coordinator or pre-approved designee.</p> <p><u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period.</p> <p><u>SECO supported:</u> Travel reimbursement expenses for the 911 Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.</p>

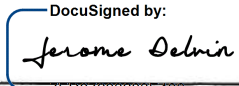
<p>CPD2</p>	<p>911 Coordinator Training</p>	<p>The 911 Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills.</p> <p>For counties with a population of 1.5 million or more the authorized amount for the 911 Coordinator is doubled for an additional person to attend training \$12,000 (per contract period)</p>
<p>CPD3</p>	<p>911 Public Education</p>	<p>Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. (See: <i>SECO Public Education Policy</i>)</p>
<p>CPD4</p>	<p>911 Technical Salaries/Benefits and Training</p>	<p>Up to \$13,500 (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.</p>
<p>CPD5</p>	<p>911 Call Receiver Training</p>	<p>Total training funds calculated at \$500 (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county.</p> <p>These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external.</p> <p>Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers' overtime and backfill while in training status.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
<p>CPD6</p>	<p>NG911 Modernization</p>	<p>Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation.</p> <p>Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.</p>
<p>CPD7</p>	<p>911 Interpretive Services</p>	<p>Costs incurred for use of interpretive services to facilitate 911 call taking.</p>



BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2025
July 1, 2024 – June 30, 2025



	SFY2025
Coordinator Professional Development (CPD)	\$ 72,865
TOTAL CONTRACT NOT TO EXCEED	\$ 72,865

SIGNATURE AUTHORIZATION FORM
WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122
 NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION <p style="text-align: center; font-size: 1.2em;">Benton County</p>	DATE SUBMITTED <p style="text-align: center; color: red; font-weight: bold;">7/25/2024</p>
PROJECT DESCRIPTION <p style="text-align: center;">FY25 SECO County Coordinator Professional Development (CPD) Contract</p>	CONTRACT NUMBER <p style="text-align: center; font-size: 1.1em;">E25 - 003</p>

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
 <small>DocuSigned by: Jerome Delvin 7ED07603283E486...</small>	Jerome Delvin	Benton County Commissioner Chairman

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jay Atwood	BCES Executive Director
	Kim Lettrick	Communications Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jay Atwood	BCES Executive Director
	Kim Lettrick	Communications Manager

Please complete form with any new contract or any time personnel changes.
 Submit one original to State E911 Office

Amanda Pearson

From: Jeffrey Aultman
Sent: Monday, August 5, 2024 3:20 PM
To: Amanda Pearson
Subject: RE: BCES Contract

Amanda,

I've reviewed the SECO Coordinator Professional Development Contract. I approve as to form.

Kind regards,

Jeff Aultman
Assistant Chief Deputy Prosecuting Attorney, Civil Division
Benton County Prosecuting Attorney's office
7122 W. Okanogan Pl.
Suite A230
Kennewick, WA 99336
Tel: (509) 735-3591, ext. 3335
Fax: (509) 222-3705

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From: Amanda Pearson <Amanda.Pearson@co.benton.wa.us>
Sent: Monday, August 5, 2024 2:00 PM
To: Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
Subject: BCES Contract

Jeff,

Sorry to bombard you with contracts, but I have one more for you to review. This is the SECO Coordinator Professional Development Contract for SFY2025 between BC and WA State Military Department for E911. Like the previous request, your approval via email would suffice.

Thank you in advance.

Best,



Amanda Pearson
Clerk to the Board
Benton County Commissioners' Office
(509)-786-5600 Ext. 3712
BentonCountyWA.gov



Commissioners' Agenda Action Sheet

Meeting Date: August 13, 2024
Subject: 072524-E911 Coordinator Professional Development (CPD) Contract E25-003 w/WA State Military Department for E911
Presenter:
Prepared By: Carole Cimrhakl, Administrative Assistant - Benton County Emergency Services
Reviewed By:
PA Review: **Approved:** No **Denied:** Yes **N/A:** Yes
(If denied, include reasoning)
 Approving as part of the Consent Agenda.
Type of Agenda Item: Consent Agenda

Summary / Background Information

The Washington State Military Department, through the State E-911 Coordinator's Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the County for eligible expenses from appropriated excise tax revenue retained in the state E-911 account.

For Benton County to be reimbursed for approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County has historically executed an annual Washington State E-911 Contract in support of Southeast Communications (SECOMM). Funds are provided for state-mandated travel, 911 Call Taker training, and for state programs and training that exclusively supports 911 in Benton County.

E-911 Coordinator Professional Development (CPD) Contract E25-003 provides \$72,865 in funding for SECOMM's incurred eligible expenses.

Fiscal Impact

Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed the total contract award of \$72,865. The performance period begins July 1, 2024, through June 30, 2025, with a contract end date of August 15, 2025, to permit contract closeout.

Recommendation

The Benton County Emergency Services Executive Board recommends Benton County Commissioners accept E-911 CPD Contract E25-003 in the amount of \$72,865 with Washington State Military Department to reimburse the County for approved incurred eligible expenses as described in WAC 118-66-050.

Suggested Motion

Move to approve as part of the consent agenda, the acceptance of E-911 Coordinator Professional Development (CPD) Contract E25-003 in the amount of \$72,865 with Washington State Military Department in support of Benton County Emergency Services.

Signatures Required on Agreements/Contracts

Resolution, page 1 - (Chairman, Chairman Pro-Tem, Commissioner, and Clerk of the Board).
 CPD Contract E25-003, Page 1 Contract Face Sheet - (Chairman of the Board).
 WA State Military Department SAF, Page 1 under Authorizing Authority - (Chairman of the Board).