A-2017-39

E911 County Equipment Contract FY 2016/17

Washington State Military Department (DEPARTMENT) AND
Emergency Management Division
Camp Murray, Building #20, M.S. TA-20
Tacoma, WA 98430-5000
(253) 512-7481
Contact Person: Teresa Lewis
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Pend Oreille County Agency (COUNTY)
Post Office Box 5035
Newport, WA 99156
(509) 447-1912
Contact Person: Steve West
E-mail: swest@pendoreille.org
UBI#: 264-000-801

Maximum Amount: **$24,140** Beginning Date: July 1, 2015 Expiration Date: August 15, 2017

Brief Description:

This is a reimbursement contract. Reimbursement is limited to the maximum contract amount, equipment, services and other listed budget categories on an actual cost basis for certain approved incurred eligible, approved and incurred equipment expenses as described in WAC 118-66-050(3) and Enhanced 911 (E911) policies incorporated herein by reference in the amounts described in the Budget Sheet (Attachment D).

I. INTRODUCTION:

The DEPARTMENT'S State E911 Coordinator's Office (SECO) coordinates and facilitates the implementation and operation of E911 emergency communications throughout the state. It is responsible for the reimbursement of expenses by counties for eligible expenses from excise tax revenue retained in the state E911 account.

Funding: PI# 77282 and 77200 NZ State-03F Enhanced 911

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/Title	**Steve West, E911 Coordinator**	Name/Title	**Teresa Lewis, E911 Enterprise County Assistance Program Manager**
E-Mail	swest@pendoreille.org	E-Mail	Teresa.lewis@mil.wa.gov
Phone	509.447.1912	Phone	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The COUNTY 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 E911 funds have been established by both the state legislature and the DEPARTMENT:

A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";

B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties 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 enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";

D. WAC 118-66-020 reiterates the E911 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 E911 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, this contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items. This contract contains one category of eligible expenses: Equipment as described below:

i. Equipment expenses are only reimbursed pursuant to this contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the E911 Policies and set out in Section VII D of this contract. Equipment funding is only available when the COUNTY has:

a. Imposed the maximum county enhanced 9-1-1 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible operational expenses.
c. Eligible enhanced 9-1-1 expenses as described in WAC 118-66-040.
d. A 911 system that is completely enhanced for wireline and wireless E911 services.

B. Expenses.

i. General Reimbursement Requirements for COUNTYs:
a. Reimbursement will be made, contingent upon funding availability, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in E911 Policy, see Section VII D of this contract;
c. In the event available funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
d. Funding is for primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;

ii. Ineligible Items:
Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the equipment of the E911 system are not eligible for state financial assistance or reimbursement under this contract.

iii. Expense Documentation and Approval:

a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization as set out in Section VII E below;

b. COUNTY must submit eligible Expense Reports and/or requests for reimbursement so they are received by the DEPARTMENT by the 30th day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;

c. Expenses contained in Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed. However, revenues reported in such Expense Reports will be counted as part of the County's local revenue;

d. 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 with the exception of conference registration fee, 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, 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, 2015** and **June 30, 2017** which is also known as the performance period. Work started prior to July 1, 2015 and/or not complete by June 30, 2017 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 affirms that it has authorized collection of the local E911 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 E911 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 E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.

B. **Use of Funding:** The COUNTY ensures the funds provided by the DEPARTMENT as described in the Budget attached as Attachment D, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the E911 policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with E911 policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2015** and **June 30, 2017**.

C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY agrees 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 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 enhanced 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. **Enhanced 911 Policies:** The COUNTY agrees to abide by all of the following E911 Policies, as amended, available at FY16 E911 Policies One Drive Link and incorporated by reference:

- E911 Capital Equipment Support Policy (PDF)
- E911 County Contract Policy (PDF)
- E911 County Coordinator Professional Development Contract Policy (PDF)
- E911 County Regionalization Contract Policy (PDF)
- E911 County-WSP Equipment Contract Policy (PDF)
- E911 Next Generation 911 Implementation Policy (PDF)
- E911 Statewide Services Support Policy (PDF)
- E911 Training Policy (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:

Financial Reports	#/Copies	Completion Date
Monthly Expense Reports	**1**	**No later than 30 days following the end of the month**
Mid-Year Budget Review	**1**	**January 31, of each year**
E911 Project Grant – Quarterly Progress Report	**4/8**	**Required quarterly (every three months)**
Final Reimbursement Request	**1**	**July 31, 2017**

All contract work must not start prior to July 1, 2015 and must be delivered, installed/completed and accepted by June 30, 2017; although the final report may be submitted by July 31, 2017 as described above. Final billing not received by July 31, 2017, may not be processed.

F. **Reallocation of Funds:** Within the Capital Equipment category, the contractor is allowed to reallocate up to 10% of approved and unspent Capital Equipment funds to other budget categories within the Capital Equipment category. Cumulative changes to Capital Equipment budget categories that exceed 10% of the Contract amount will not be reimbursed without prior written authorization from the DEPARTMENT. In no case shall the total budget amount exceed the Contract amount. 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.

G. **Compliance with State Law:** The COUNTY will comply with all state law applicable to counties.

H. **Equipment Management:** All equipment purchased under this Contract by the COUNTY will be recorded and maintained in the COUNTY's equipment inventory system.

i. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY.

ii. The COUNTY shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment including all questions of liability. The COUNTY shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state account.

iii. The COUNTY shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, who holds title; the acquisition date; the cost of the equipment; 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 property.

iv. Records for equipment shall be retained by the COUNTY for a period of six 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 the COUNTY until all litigation, claims, or audit findings involving the records have been resolved.

v. The COUNTY 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 the COUNTY to determine the cause of the difference. The COUNTY shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the COUNTY.

vi. The COUNTY 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 and sent to the DEPARTMENT.

I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY. The DEPARTMENT accepts no responsibility to the COUNTY, or to any third party, other than as is expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the COUNTY, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the COUNTY shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY in connection with the project. The COUNTY shall not look to the DEPARTMENT, or to any state agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, about any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **$24,140**, or actual cost, whichever is lower, pursuant to the schedule set out in the State Reimbursement Schedule (Attachment C) 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.

This Contract, the General Terms & Conditions (Attachment A), Statement of Work (Attachment B), State Reimbursement Schedule (Attachment C), Budget Sheet (Attachment D), and Equipment Maintenance Certification Log (Attachment E) govern the rights and obligations of the parties to this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Contract on the day and year last specified below.

BY: _____
Signature Date
Dan Swisher, Chief Financial Officer
Washington State Military DEPARTMENT

BY: _____ May 22 2017
Signature Date
Steve Kiss, Vice-Chairperson
Pend Oreille County Board of Commissioners

BOILERPLATE APPROVED AS TO FORM
Dawn C. Cortez (signature on file 7/24/15)
Assistant Attorney General

ATTACHMENT A
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.
   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, thus 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) **CHANGES AND MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes to the Contract. Any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements shall not be binding.

7) **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 Public Service (RCW 42.52); 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.

8) **CONTRACT MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes in services to be performed with funds subject to this contract. Any such changes that are mutually agreed upon by the DEPARTMENT and the COUNTY shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding. It is mutually agreed and understood that the COUNTY is allowed to reallocate funds within Capital Equipment category, the contractor is allowed to reallocate up to 10% of approved and unspent Capital Equipment funds to other budget categories within the Capital Equipment category. Cumulative changes to Capital Equipment budget categories that exceed 10% of the Contract amount will not be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

9) **COUNTY NOT EMPLOYEE OF AGENCY:** 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 by reason hereof, 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 Chapter 41.06 RCW. 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.

10) **DISCLOSURE:** The use or disclosure by any party of any information concerning the DEPARTMENT 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 the Public Records Act or court order.

11) **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.

12) **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.

13) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the Military 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 and that of any sub-contractor hired by the COUNTY.

14) **INDEMNIFICATION:** 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, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

15) **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.

16) **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.

17) **LEGAL RELATIONS:** 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, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

18) **LIMITATION OF AUTHORITY:** "Authorized Signature" Only the assigned Authorized Signature for the DEPARTMENT or the 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.

19) **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 the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.

20) **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.

21) **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, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. 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, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. 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.

22) **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.

23) 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.

24) **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.

25) **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 sub-contractors that are entered into under this Contract. All sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

26) TERMINATION:

a. If, through any cause, the COUNTY or its sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon 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.

27) **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.

28) **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.

29) **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.

ATTACHMENT B
STATEMENT OF WORK
E911 COUNTY EQUIPMENT CONTRACT - FY2016/17
July 1, 2015 – June 30, 2017

BASIC LEVEL OF OPERATING SERVICES

- Maintenance Deliverables
  - The county will maintain the equipment per manufacturer's recommendations
  - County will complete and return to the department the equipment maintenance certification log (See Attachment E)

EQUIPMENT

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66-050 and in accordance with Budget Sheet (Attachment D)
- Capital equipment purchases must be pre-approved by the SECO

ATTACHMENT C
STATE REIMBURSEMENT SCHEDULE
E911 COUNTY EQUIPMENT CONTRACT - FY2016/17
July 1, 2015 – June 30, 2017

CAPITAL/EQUIPMENT SECTION *(for more details about eligible equipment refer to the Capital Equipment Support Policy ALL equipment purchases MUST BE PRE-APPROVED BY THE SECO IT STAFF.)*		
ELIGIBLE ITEM		**STATE REIMBURSEMENT**
S1	Customer Premise Equipment (CPE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future Next Generation Technology requirements.
S1.2	CPE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver work station based on a **five-year** life cycle.
S1.3	CPE Server	Replacement of CPE system call processing server at the backroom CPE, based on a **five-year** life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Capped at **$500** per approved PSAP call receiving position, based on a **five-year** life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call answering positions at the PSAP. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Migration to new mapping platform/software	A one-time purchase of a required migration to new mapping platform or software is capped at **$15,000** per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping system Central Processing Units (CPU) at the call receiver work station based on a **five-year** life cycle.
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a **five-year** life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries to include an entire battery bank.
B2	Route Diversity between Serving End Office and PSAP	A method of assuring continuity of service by using multiple geo-diverse transmission routes to deliver 9-1-1 calls from a serving end office to the PSAP.

B7.1	E911 GIS Modernization	Hardware, software, and services used by the E911 MSAG/Mapping/GIS Coordinator to create, edit and maintain GIS Data used in call routing and synchronization of ALI to GIS data. Calculated at **$10,000** (per fiscal year).
B8	Instant Call Check	Equipment that records E911 call conversations for immediate playback on demand. One per approved PSAP call receiving position, telephone only (i.e. no radio) may be part of CPE system.
B9	Mapping Display Equipment	Equipment capable of displaying E911 call locations on a map. Capped at **$500** per approved PSAP call receiving position, based on **five-year** life cycle.
B10	E911 Management Information Systems (MIS)	Equipment that collects, stores, and collates E911 call data into reports and statistics.
B11	Call Detail Recorder or Printer	Purchase or lease and installation of the hardware and software components required to support the call detail recorder or printer.
C1	Logging Recorder for E911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as defined in NENA's recommended standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.2	CAD Interfaces	Interfaces to police, fire, and emergency medical dispatch call processing modules are eligible and limited to a one-time purchase up to **$30,000.**
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver work station based on a **five-year life** cycle.
C2.4	CAD Server	Replacement of CAD call processing server, based on a **five-year** life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment is capped at **$1,000** per approved PSAP call receiving position, based on a **five-year** life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support E911 telephone services for backup purposes. Shall not exceed **$40,000** and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software components required for a basic clock synchronizer as recommended by NENA requirements to include the necessary modules purchased at the same time to integrate the master clock signaling to the PSAP's electronic system.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment is capped at $15,000 per approved call receiving position with a ten-year life cycle. Provided that the SECO may authorize exceeding the cap if market evidence indicates the current cap is not sufficient.

ATTACHMENT D
BUDGET SHEET
E911 COUNTY EQUIPMENT CONTRACT – FY2016/17
July 1, 2015 – June 30, 2017

	SFY2016/17
Capital Equipment	**$ 24,140**
TOTAL CONTRACT NOT TO EXCEED	**$ 24,140**

ATTACHMENT E
EQUIPMENT MAINTENANCE CERTIFICATION LOG
E911 COUNTY EQUIPMENT CONTRACT – FY2016/17
July 1, 2015 – June 30, 2017

Pend Oreille County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

Equipment	**Vendor/ Inhouse**	**Vendor Name**	**Anticipated/Scheduled Timeframe**
Customer Premise Equipment (CPE)			
PSAP Mapping			
Uninterruptible Power Supply (UPS)			
Instant Call Check			
911 Management Information System (MIS)			
Call Detail Recorder/Printer			
Logging Recorder			
Computer-Aided Dispatch System			
Auxiliary Generator			
Clock Synchronizer			
Call Receiver Console Furniture			

_____ _____
Signature (name and title)