PEND OREILLE COUNTY
NEWPORT, WASHINGTON

RESOLUTION NO. 2020- 45

SECO COUNTY BASIC SERVICE OPERATING (BSO) CONTRACT SFY2021

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action, and

WHEREAS, Pend Oreille County and the Washington State Military Department are public agencies within the meaning of Chapter 39.34 RCW, and

WHEREAS, The Washington State Military Department will provide reimbursement of certain eligible 9-1-1 expenses to Pend Oreille County pursuant to Agreement E21-031.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the SECO County Basic Service Operating (BSO) Contract SFY2021, E21-031, which is attached hereto and incorporated herein, be established and adopted.

ADOPTED this 22 day of JUNE, 2020.

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

Mike Manus, Chairman

Stephen Kiss, Vice-Chairman

Karen Skoog, Member

ATTEST:

Christine Rahoun, Clerk of the Board

R-2020- 45

R-2020-45

SECO COUNTY Basic Service Operating (BSO) Contract SFY2021

CONTRACT FACE SHEET

1. Contractor Name and Address: **Pend Oreille County Agency (COUNTY)** **Post Office Box 5075** **Newport, Washington 99156**	2. Contract Amount: **$ 530,067**	3. Contract Number **E21-031**	
4. Contractor's Contact Person, phone number: **Steve West/509.447.1912** **swest@pendoreille.org**	5. Contract Start Date **July 1, 2020**	6. Contract End Date **August 15, 2021**	
7. MD E911 Financial Coordinator/phone number: **Teresa Lewis/253.512.7481** **teresa.lewis@mil.wa.gov**	8. Data Universal Numbering System (DUNS #): **102569204**	9. UBI # (state revenue): **264-000-801**	
10. Funding Authority: **Washington State Military Department** and **State Enhanced 911 Funds**			
11. Funding Source Agreement #: **RCW 38.52.510, .540, .545** **WAC Chapter 118-66**	12. Program Index# & Obj/SubObj: **7928A, 79281 and 79283 NZ**	13. CFDA # & Title: **NA**	14. TIN or SSN: **91-6001357**
15. Service Districts: (BY LEGISLATIVE DIST): **7th** (BY CONGRESSIONAL DIST): **5th**	16. Service Area by County(ies): **Pend Oreille**	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #	
18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other	19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☐ NO	21. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER		

22. BRIEF DESCRIPTION:
This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursement amounts are detailed in the attached Budget Sheet (Attachment E)

IN WITNESS WHEREOF, 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), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F), govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(a) Applicable Federal and State Statutes and Regulations
(b) Statement of Work
(c) Special Terms and Conditions
(d) General Terms and Conditions, if attached, 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 have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:

Regan Anne Hesse 6/30/2020
Signature Date
Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

FOR THE COUNTY:

Mike Manus 6-22-2020
Signature Date
Mike Manus, Chair
Pend Oreille County Board of Commissioners

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the 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 E911 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:	Steve West	**Name:**	Teresa Lewis
Title:	911 Coordinator	**Title:**	SECO E911 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 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 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 allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 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 basic service, and (3) capital items. This contract contains two categories of eligible expenses: Statewide Services and Basic Service Operating as described below:

1. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:
   a. Coordinator Professional Development (CPD) including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, two Coordinator Forums, the APCO State Conference, State Supported training, and National Conference attendance;
   b. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits, and training;
   c. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
   d. Connection to the Emergency Services Internet Protocol Network (ESINet).
      i. 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.
      ii. 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.
      iii. In the advent 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.

2. Basic Service Operating expenses are only reimbursed pursuant to this contract. Basic Service Operating expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66-050 and defined in the SECO Policies and set out in Section VII B of this contract. Basic Service Operating funding is only available when the COUNTY has:
   a. Imposed the maximum county enhanced 911 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 basic service operating expenses.
   c. Eligible enhanced 911 expenses as described in WAC 118-66.
   d. A 911 system that is completely enhanced for wireline and wireless E911 services.

B. Expenses.
   1. General Reimbursement Requirements for the COUNTY:
      a. Contingent upon available funding, reimbursement will be made 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 SECO Policy, see 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 (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see 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 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, so they are received by the DEPARTMENT by the last 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 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 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, 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, 2020** and **June 30, 2021,** which is also known as the performance period. Work started prior to July 1, 2020 and/or not completed by June 30, 2021 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 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 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 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 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 118-66-050 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 between **July 1, 2020** and **June 30, 2021**.

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 the COUNTY as the primary PSAP for all operations of 911 call-taking and call transfer 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:

Financial Reports	#/Copies	Completion Date
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**
Training Certification(s)	**1**	**June 30, of each year**
Final Reimbursement Request	**1**	**July 31, 2021**

All contract work must not start prior to July 1, 2020 and must be delivered, installed/completed and accepted by June 30, 2021; although certain reports may be submitted by July 31, 2021 as described above. Final billing not received by July 31, 2021, may 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 County Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Coordinator Forums & APCO State Conference: The COUNTY agrees to send the 911 County Coordinator or designee and additional appropriate 911 representatives to the Spring and Summer Coordinator Forums and to the Fall APCO State - Conference of each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend the Public Education Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator: The COUNTY agrees to send the 911 Training Coordinator, or appropriate 911 representative to attend the Training Forum or a training class per contract period, and participate in half of the scheduled Training Subcommittee 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 and basic service operating categories 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. CONDITIONED UPON COUNTY'S FULFILLMENT OF ITS OBLIGATIONS ABOVE THE 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 **$530,067**, 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. Within available funds, to provide ESINet services to the COUNTY.

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 E911 Coordination Office (SECO).
   b. "**COUNTY**" shall mean the Parties 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 RCW 42.56, the Public Records Act, 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) 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 Records (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 and basic service operations categories 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 a 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 and that of any sub-contractor hired by the COUNTY.

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

17) 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.

18) 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, terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.

19) 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.

20) 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 veteran's 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 veteran's 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.

21) 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.

22) 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.

23) 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.

24) 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 or sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

25) 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, 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.

26) 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.

27) 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.

28) 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 BSO CONTRACT – SFY2021
July 1, 2020 – June 30, 2021

CPD1/S4 County Coordinator Salary

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 systems, and report 911 outages to the SECO.
2. Coordinator or pre-approved/designated alternate to attend 75% of Advisory Committee (AC) meetings held per contract period.
3. Coordinator or pre-approved/designated alternate to attend two (2) Coordinator Forums and one (1) APCO State Conference per contract period.
4. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
5. Retain all contract records for six (6) years after contract closure.

CPD4/S5 MSAG/Mapping/GIS Coordinators

1. Maintain MSAG and ALI, according to Washington NG911 GIS Data Standards.
2. Maintain GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. Participate in all GIS dataset tests recommended by the Advisory Committee and approved by the SECO.
4. Participate in all GIS training recommended by the Advisory Committee and designated as mandatory by the SECO.
5. Each county will maintain and deliver to the state (or designated vendor), as requested, GIS datasets that includes the following data layers (Road Centerline, PSAP polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, EMD ESZ, and Site Structure Address Points (SSAP) with no duplicate address points) as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate.

CPD4/S6 IT Coordinator

1. Participate in the selection, installation and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. 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/S7/B6 Call Receiver Salary/Benefits & 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/S8 Public Ed Coordinator

1. Attend a 911 Public Education forum or a public education class to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.
3. Establish an outreach baseline for the 911 public education program in county to measure the program's effectiveness.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5/S9 Training Coordinator

1. Attend a 911 Training Coordinator Forum or a training class to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.

SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY BSO CONTRACT - SFY2021
July 1, 2020 – June 30, 2021

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 County Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 County 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 do not require local revenue to be used prior state reimbursement. The following are reimbursed through BSO and CPD contracts:

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	Advisory Committee (AC) Meetings: Travel reimbursement expenses for the 911 County Coordinator or pre-approved designee to attend all AC meetings. 911 County Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 County Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings. AC Subcommittee Meetings: Travel reimbursement expenses for all Subcommittee members to attend subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws. Coordinator Forums: Travel reimbursement expenses for a total of two PSAP/911 employees to attend the Spring and Summer Coordinator Forums and a total of three PSAP/911 employees to attend the Fall APCO State Conference. One of the attendees must be the 911 County Coordinator or pre-approved designee. Communications Training Officer (CTO) Workshops: Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period. SECO supported: Travel reimbursement expenses for the 911 County 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 County Coordinators may request a SECO Supported designation by email to the SECO County Assistance Program Manager.
CPD2	911 County Coordinator Training	The 911 County 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. For counties with a population of 1.5 million or more the authorized amount for the 911 County Coordinator is doubled for an additional person to attend training **$12,000** (per contract period).

CPD3	911 Public Education	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: SECO Public Education Policy)*
CPD4	911 Technical Salaries/Benefits and Training	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.
CPD 5	911 Call Receiver Training	Total training funds calculated at **$500** (per contract period) per fulltime call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or $15,000) per county. 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. 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. Regionalized Counties, only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State E911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at one per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP Communications, 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.
CPD7	Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.
BASIC SERVICE OPERATING (BSO) EXPENSES SECTION		
ELIGIBLE ITEM		**STATE REIMBURSEMENT**
S4	911 County Coordinator - Salary	Salary/benefits calculated up to **$63,807** (per contract period) and can only be claimed for regular salary/benefits. Backfill and overtime is not eligible on this line item. Person must be appointed/assigned by the County Appointing Authority as the 911 County Coordinator.
S5	Master Street Address Guide (MSAG) & Mapping/GIS Coordinator - Salary	Salary/benefits calculated up to **$57,090** (per contract period) and can only be claimed for regular and over salary/benefits. Backfill is not eligible on this line item. Person(s) must be someone other than the 911 County Coordinator

S6	911 Information Technology (IT) - Salary	Salary/benefits calculated up to **$27,014** (per contract period) and can only be claimed for regular and overtime salary/benefits. Backfill is not eligible on this line item. Person(s) must be someone other than the 911 County Coordinator. Regionalized Counties, only the Host County is eligible for this line item.
S7	911 Call Receiver Salaries and Benefits	Salary/benefits calculated up to **$289,150** (per contract period) and can be claimed for regular, overtime, and backfill salaries/benefits. Call Receivers are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared to answer 911 calls. Regionalized Counties – calculated up to **$578,300** per host county (per contract year). *Example: County A & B are regionalized. County A is the Host County. County A is eligible for $289,150 for A and an additional $289,150 for County B. Total Call Receiver Salary for County A, as the 'Host County', would be $578,300. County B is not eligible for call receiver salaries/benefits, since they are considered a 'non-host county' and have no call receivers now.*
S8	911 Public Education Coordinator – Salary	Salary/benefits calculated up to **$7,273** (per contract period) and can only be claimed for regular and overtime salary/benefits. Funds may be used for other PSAP/911 employees that assist the 911 Public Education Coordinator in preparing for and conducting 911 educational activities. Person(s) must be someone other than the 911 County Coordinator.
S9	911 Training Coordinator – Salary	Salary/benefits calculated up to **$7,273** (per contract period) and can only be claimed for regular and overtime salary/benefits. Person(s) must be someone other than the 911 County Coordinator. Regionalized Counties, only the Host County is eligible for this line item.
B4	MSAG/Mapping/GIS - Training	Training calculated up to **$5,000** (per contract period).
B5	911 IT - Training	Training calculated up to **$10,000** (per contract period) to support WAC-eligible 911 equipment and must be pre-approved by the SECO. Regionalized Counties, only the Host County is eligible for this line item.
B6	Call Receiver Training	Total training funds calculated at **$1,500** (per contract period) per full-time Call Receiver at the primary PSAP. Call receivers who spend less than 50 percent of their time answering 911 calls, part-time call receives and vacant positions, will not be included in calculating pooled costs. This calculated pool of funds can be used by full & part-time call receivers and working supervisors. These funds are to be used for training and training materials that support the roles and functions of the call receiver. Training maybe internal or external. 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) and call receivers' overtime, backfill, and CTO while in training status. Regionalized Counties, only the Host County is eligible for this line item.
B7	911 Mapping Administration	Calculated up to **$10,000** (per contract period). Hardware, software, and services for the 911 Mapping/GIS /MSAG Coordinator to manage the mapping /MSAG data.
B12	Headsets for 911 Call Receivers	Calculated up to **$2,000** per county (per contract period) for purchase, maintenance, accessories, and replacement parts (including batteries) of headsets for the 911 call receivers. Headsets do not need prior approval to purchase.
B13	Destruction of 911 Records	Calculated up to **$100** (per contract period) for the destruction of PSAP/911 records.
B14	911 Coordinator Electronic Mail	Calculated up to **$500** (per contract period) for electronic mail service. May be used to purchase and/or maintain monthly service device to access 911 email (laptop, Smartphone, etc.).

EQUIPMENT MAINTENANCE

County baseline equipment maintenance reimbursement amount is calculated at **$24,700** per authorized call taking position, not to exceed a maximum of six (6) position or **$148,200.**

Eligible equipment maintenance expenses may include maintenance contracts with vendors, vendor time and materials, PSAP maintenance employee salaries, benefits, training, training material, component repair or replacement materials, and other repair or preventative maintenance expenses and should be claimed under each specific equipment maintenance line item.

Regionalized Counties, only the Host County is eligible for this line item.

Maintenance for WAC eligible equipment:

S1.1	CPE/Telephone System	S3.1	PSAP Mapping
B1.1	Uninterruptable Power Supply (UPS)	B8.1	Instant Call Check
B10.1	911 Management Information Systems (MIS)	B11.1	Call Detail Recorder or Printer
C1.1	Logging Recorder	C2.1	Computer Aided Dispatch (CAD) System
C3.1	Auxiliary Generator	C4.1	Clock Synchronizer
C5.1	Console Furniture		

BUDGET SHEET
SECO COUNTY BSO CONTRACT – SFY2021
July 1, 2020 – June 30, 2021

	SFY2021
Coordinator Professional Development (CPD)	$ 45,426
Basic Service Operating (BSO)	$ 484,641
TOTAL CONTRACT NOT TO EXCEED	$ 530,067

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY BSO CONTRACT – SFY2021
July 1, 2020 – June 30, 2021

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)	Vendor	Intrado	6/20
PSAP Mapping	Vendor	Intrado	6/20
Uninterruptible Power Supply (UPS)	Vendor	Vendor	6/20
Instant Call Check	Vendor	Intrado	6/20
911 Management Information System (MIS)	Vendor	Intrado	6/20
Call Detail Recorder/Printer	Vendor	Intrado	6/20
Logging Recorder	Vendor	WesTek	6/20
Computer-Aided Dispatch System	Vendor	Motorla/Spillman	3/20
Auxiliary Generator	Vendor	Western States	6/20
Clock Synchronizer	Vendor	Day Wireless	6/20
Call Receiver Console Furniture	Vendor	Console Cleaning Spec	8/20

911 Coordinator — June 29, 2020

Signature (name and title)

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
PEND OREILLE COUNTY	*22-Jun-20*
PROJECT DESCRIPTION FY21 SECO County Basic Service Operating (BSO) Contract	CONTRACT NUMBER E21-031

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Mike Manus	Chair, BOCC 12/31/2022
	Stephen Kiss	Vice Chair, BOCC 12/31/2020

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Mike Manus	Chair, BOCC 12/31/2022
	Stephen Kiss	Vice Chair, BOCC 12/31/2020

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Steve West	911 Coordinator
	JoAnn Boggs	Deputy Director

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