



Agenda
Benton County Emergency Services Executive Board
Thursday, March 27, 2025 ~ 7:30 AM
Richland City Hall ~ Council Chambers
625 Swift Boulevard

Benton County Emergency Services (BCES) Executive Board Meeting

Call to Order

Attendance

Approval of Agenda (Approved by Motion) All voting members.

Public Comments: Public comments will be limited to 2 minutes per speaker.

Consent Calendar: Items on the Consent Calendar have been distributed to Benton County Emergency Services Executive Board members in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Board with no discussion. Board members may transfer individual Items of Business for deliberation before voting. All voting members.

1. Approval of the DRAFT February 27, 2025 Benton County Emergency Services Regular Board Meeting Minutes
 - Jon Amundson, City Manager

Director's Report:

2. Manager's Report
 - Jay Atwood, BCES Executive Director

Items of Business:

Benton County Emergency Services (BCES) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Benton County Fire District; Cities of Benton City, Prosser and West Richland - 1 vote each.

3. Carry-over of Grant and Project Funds from Year Ending 2024 - Approval
 - Jay Atwood, BCES Executive Director

Benton County Emergency Management (BCEM) (Approved by Motion): Voting Members: Cities of Kennewick and Richland; Benton County - 2 votes each. Cities of West Richland, Prosser and Benton City - 1 vote each.

Southeast Communications Center (SECOMM) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Cities of Prosser and West Richland; Benton County Fire Districts - 1 vote each.

4. E911 Equipment Contract E25-351
 - Jay Atwood, BCES Executive Director

800MHz System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each.

5. Radio Expansion Project Pre-Installation Vehicle Survey - Approval

- Jay Atwood, BCES Executive Director

Benton County Microwave System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco, and Richland; and Benton and Franklin Counties - 2 votes each.

Strategic Advisory Team (SAT):

BCES/BiPIN Consolidation:

Discussion Items:

6. Independence Task Force Update

Adjournment

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 3/27/2025

Agenda Category: Consent Calendar:

Prepared By: Jon Amundson, City Manager

Subject:

Approval of the DRAFT February 27, 2025 Benton County Emergency Services Regular Board Meeting Minutes

Recommended Motion:

Summary:

DRAFT minutes from the February 27th, 2025 Benton County Emergency Services Executive Board Regular Meeting are presented for the Board's consideration and approval.

Fiscal Impact:

Attachments:

- I. 032725 February 27, 2025 DRAFT BCES Meeting Minutes



MINUTES – February 27, 2025 - 7:30 AM
BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD
REGULAR MEETING
Richland City Council Chambers ~ 625 Swift Blvd
Richland, WA 99352

Call to Order

The meeting was called to order at 7:32 a.m. by Chair Jon Amundson

Attendance

Members

Beau Beckley (*for Steven Bauman*)

Erin Erdman

Kevin Crowley

Jon Amundson

Rachel Shaw

Brent Gerry (*Remote*)

Paul Carlyle (*Remote*)

Franklin County (2 Votes)

City of Kennewick (2 Votes)

City of Pasco (2 Votes)

City of Richland (2 Votes)

City of Prosser (1 Vote)

City of West Richland (1 Vote)

Benton County Fire Districts (1 Vote)

Absent

Michael Alvarez

Stephen Bauman

Bill Reed

Benton County (2 Votes)

Franklin County (2 Votes)

City of Benton City (1 Vote)

Also Present: BCES Executive Director Jay Atwood; SECOMM Manager Gwen Stanley; SECOMM Manager Aimee Fournier-Plante; BCES IS Administrator Doug deGraaf; Emergency Management Manager Deanna Davis; Accounting Specialist/Acting Board Secretary Jordan George

Other Attendees: Kennewick Finance Director Jessica Platt; Kennewick IT Director Cody Lewis; Richland Assistant City Manager Drew Florence

Approval of Agenda

ERIN ERDMAN MOVED AND KEVIN CROWLEY SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 9-0.

Public Comments

There were no public comments.

Approval of the Consent Calendar

- I. Approval of the DRAFT February 27, 2025, Benton County Emergency Services Executive Board regular meeting minutes – Jon Amundson

ERIN ERDMAN MOVED AND KEVIN CROWLEY SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 11-0.

Director's Report

2. Manager's Report – Jay Atwood

Staffing

Five (5) candidates are certified on the eligibility list. One (1) of those is in background, another is scheduled for the integrity interview and the other three (3) are in pre-hire screening. Six (6) applicants are in pre-certification and are on the verge of taking CritiCall and typing tests. SECOMM has twelve and a half (12.5) vacancies currently after two new hires started in the past few weeks. They are currently in training.

Operations

Executive Director Jay Atwood has committed to spending at least two days a week in SECOMM to observe staff as he tries to get a better gauge on the culture within SECOMM and to ensure the environment becomes a place where people want to come to work, they want to stay, and they want to make dispatch a career. He feels that by being visible and present, it will help staff feel more comfortable to engage with him. SECOMM management staff are looking at operational changes that may also aid in retention.

Director Atwood has contracted with SCGI (Stuart Consulting Group, Incorporated) to facilitate leadership training. The BCES executive-level team has completed the 9-month course. A second round of training specific to the two (2) new supervisors and the four (4) existing leads concluded several months ago. Another class with communications training officers immediately followed.

The microwave project is moving along. Work on Benton County's mountaintops will begin March 10. Once completed, work will begin in Franklin County. The project is still expected to be completed in the fourth quarter of this year with system acceptance to take place in the first quarter of 2026.

The radio system project kick-off meeting will take place on March 18. An order was recently placed for mobile and portable radios that are needed for some upcoming apparatus builds. The radios are expected to arrive some time prior to April 1. Radios will be ordered as needed rather than in a few big orders as originally anticipated as Motorola doesn't have a minimum order. Their lead time is six (6) weeks and Motorola's project managers have the ability to create urgency in regard to these orders if needed. The complete list of radios is still in progress.

Items of Business

Benton County Emergency Services (BCES)

3. Election of Benton County Emergency Services Executive Board Chair and Vice-Chair for 2025

BRENT GERRY MOVED AND ERIN ERDMAN SECONDED THE MOTION TO ELECT JON AMUNDSON AS BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD CHAIR. ALL WERE IN FAVOR. MOTION CARRIED 11-0.

BRENT GERRY MOVED AND KEVIN CROWLEY SECONDED THE MOTION TO NOMINATE MICHAEL ALVAREZ AS BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD VICE-CHAIR. ALL WERE IN FAVOR. MOTION CARRIED 11-0.

Benton County Emergency Management (BCEM)
None

Southeast Communications Center (SECOMM)

4. Lumen Next Generation Phone System Firewalls – Approval

The firewall implementation is necessary to get BCES compliant and ready for Next Generation (NG) i3 (location service technology) which is another part of ESINet (the phone system network). We are receiving a state grant that will cover 90% of this project. The grant requires a 10% match of \$10,926.02 that will come from E911 reserves.

ERIN ERDMAN MOVED AND RACHEL SHAW SECONDED THE MOTION TO APPROVE THE PROPOSAL BY LUMEN TO IMPLEMENT NG PHONE SYSTEM FIREWALLS IN THE AMOUNT OF \$109,260.25 USING E911 RESERVES AND E911 GRANT FUNDS AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS. ALL WERE IN FAVOR. MOTION CARRIED 11-0.

800MHz System

5. Prosser Butte Damaged Radio Equipment Replacement – Approval

BCES radio equipment located at Prosser Butte was damaged due to a leaky roof. This site is owned by Benton PUD; the roof was repaired in July 2024.

Multiple options were investigated with Washington Cities Insurance Authority (WCIA) ultimately deciding the best action was to replace the equipment. The equipment will be replaced with new generation equipment. The claim has been approved by WCIA and will be paid for using fund balance initially with WCIA providing reimbursement. Staff will follow up to find out if there is a deductible and if so, how much.

ERIN ERDMAN MOVED AND KEVIN CROWLEY SECONDED THE MOTION TO APPROVE THE PROPOSAL FROM MOTOROLA TO REPLACE DAMAGED RADIO EQUIPMENT AT THE PROSSER BUTTE RADIO SITE IN THE AMOUNT OF \$646,438 USING 800MHz FUND BALANCE AND AUTHORIZING STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS.

Benton County Microwave System
None

Strategic Advisory Team (SAT)

None

BCES/BiPIN Consolidation

None

Discussion Items**6. Independence Task Force Update**

BCES Executive Director Jay Atwood provided a high-level overview of the meetings held thus far by the Independence Task Force. The Road Map was reviewed with items in yellow having been completed and items in green being carry-overs still needing to be addressed. In months 7 and 8, the green highlighted items are pending and are next to be addressed. A monthly update will be added to the agenda.

Adjournment

The meeting adjourned at 8:32 a.m.

APPROVED:

ATTEST:

Jon Amundson, BCES Executive Board Chair

Carole Cimrhakl, BCES Board Secretary

Date Approved: _____

Date Published: _____



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 3/27/2025

Agenda Category: Director's Report

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Manager's Report

Recommended Motion:

Summary:
Monthly updates from Benton County Emergency Services Management.

Fiscal Impact:

Attachments:
I. 032725 Management Report



BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD MANAGER'S REPORT – Thursday, March 27, 2025

Southeast Communications (SECOMM) – Kim Lettrick/Gwen Stanley/Aimee Fournier-Plante

No Report

Benton County Emergency Management (BCEM) – Deanna Davis

Planning

Progress is being made on updates to the Hazard Mitigations plan. The second planning meeting was held March 6th. The preliminary draft of the first three (3) sections should be ready for review in April.

Public Outreach

On February 25, in coordination with Franklin County Emergency Management and at the request of multiple Latter Day Saints Stakes, an hour-long virtual session on wildfire preparedness was presented.

On March 22, BCEM will participate in a Preparedness Fair in West Richland at the LDS Church on Holly Way from 9:00 a.m. to 2 p.m. Information on Emergency Preparedness and CodeRED will be provided.

Exercise

A great deal of planning work is being done in preparation for the Emergency Worker and Assistance Center Drill that will be held at Southridge High School on April 26 and May 31. This drill happens once every eight (8) years and is centered around our ability to provide monitoring and decontamination services to the public if there ever were a release of radiation from a nuclear power plant incident. April 26 is the "practice drill" and May 31 will be the FEMA evaluated exercise. This drill will involve multiple partners from Washington State Emergency Management, Washington State Department of Health, Kennewick Fire Department, Benton County Fire District #1, Civil Support Team and the 10th Homeland Response Force, Franklin County Emergency Management, as well as volunteers from Benton Franklin Posse, and the local community.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 3/27/2025

Agenda Category: Benton County Emergency Services (BCES) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Carry-over of Grant and Project Funds from Year Ending 2024 - Approval

Recommended Motion:

Approve the carry-over of existing Benton County Emergency Services (BCES) grant and project funds to increase the 2025 approved BCES budgets and authorize staff to make the necessary budget adjustments.

Summary:

Although the grants were approved by the Board at the initial time of acceptance, and the projects and funding were approved by the Board at the start of the projects, there is the need for the Board to authorize the increase in appropriations for 2025 to allow the carry-over of these funds.

It is recommended the BCES Executive Board approve the carry-over of grant and project funds and increase the 2025 approved budgets.

Fiscal Impact:

The 2025 SECOMM adopted budget will be increased by \$106,584. Of this amount, \$42,899 is grant carry-overs and \$63,685 is purchase orders being carried over.

The 2025 BCEM adopted budget will be increased by \$624,694. Of this amount, \$622,114 is grant carry-overs and \$2,580 is purchase orders being carried over.

The 2025 Microwave adopted budget will be increased by \$4,867,321. Of this amount, \$4,867,321 is purchase orders being carried over.

Attachments:

- I. 032725 Carry-over Grant and Project Funds from Year Ending 2024

Benton County Emergency Services 2025 BUDGET
Grant and Project Carry Over and Increase of Budgets - All Funds
For the Fiscal Year 2025

Funds	PO Carry Overs	Grant Carryover	Total Carry- Over by Fund
Southeast Comm. Center - Fund 641			\$ 106,584
ST E911 Grant		42,899	
Centurylink - ECATS Report Silver Bundle	2,261		
Centurylink - Lumen Viper Server Upgrade	29,294		
Ironesque - Gate Repair	1,580		
Compunet - Internet Redundancy Implementation	19,000		
SCGI - Independence Consultant	11,550		
Emergency Management - Fund 643			\$ 624,694
EMPG Grant		62,927	
EFSEC Grant		231,512	
DOE Grant		145,629	
HMPG Grant		60,964	
SHSP Grants		121,082	
Ironesque - Gate Repair	1,580		
Compunet - Internet Redundancy Implementation	1,000		
Microwave - Fund 644			\$ 4,867,321
Motorola - MW/MPLS Replacement	4,867,321		
Total Appropriations	\$ 4,933,586	\$ 665,013	\$ 5,598,599



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 3/27/2025

Agenda Category: Southeast Communications
Center (SECOMM) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

E911 Equipment Contract E25-351

Recommended Motion:

Approve E911 Equipment Contract E25-351 in the amount of \$98,335 and authorize staff to make the necessary budget adjustments upon contract adoption by the Commissioners of Benton County.

Summary:

E911 Equipment Contract E25-351 through Washington State E911 provides \$98,335 for costs related to modernization of the 911 System. This funding is specifically for the Lumen Next Generation phone system firewalls. After the Board's review and approval, this contract will be brought before the Benton County Commissioners for adoption.

Fiscal Impact:

The grant requires a 10% match that will be covered by E911 reserves. There is no fiscal impact to the user agencies.

Attachments:

1. 032725 SECO Equipment Contract E25-351
2. 032725 E911 Contract E25-351 SAF

SECO COUNTY/WSP Equipment Contract SFY 2024/25
CONTRACT FACE SHEET

1. Contractor Name and Address: Benton County Agency (COUNTY) Post Office Box 190 Prosser, Washington 99350		2. Contract Amount: \$ 98,335		3. Contract Number E25-351	
4. Contractor's Contact Person, phone number: Kim Lettrick/509.628.2600 k.lettrick@bces.wa.gov		5. Contract Start Date July 1, 2023		6. Contract End Date August 15, 2025	
7. MD Program Manager/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov		8. Unique Entity Identifier (UEI #): XEJNMEFNHMM1		9. UBI # (state revenue): 035-000-971	
10. Funding Authority: Washington State Military Department and State 911 Funds					
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66		12. Program Index# & Obj/SubObj: 79282 NZ		13. CFDA # & Title: NA	
14. TIN or SSN: 91-6015119					
15. Service Districts: (BY LEGISLATIVE DIST): 8th, 15th, & 16th (BY CONGRESSIONAL DIST): 4th		16. Service Area by County(ies): Benton		17. Women/Minority-Owned, State Certified? ☒ 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: <i>This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, 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 the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).</i>					
IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment 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 State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) Any other provisions of the contract incorporated by reference. This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE COUNTY:		
Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT			Signature Date Jerome Delvin, Chairman Benton County Board of Commissioners		
APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 4/5/2023 Assistant Attorney General					

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION:**

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

II. KEY PERSONNEL:

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

COUNTY/WSP:**DEPARTMENT:**

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

III. ADMINISTRATIVE REQUIREMENTS:

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

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

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

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

- E. WAC 118-66-040 describes County eligibility for funding;
- F. WAC 118-66-045 describes Washington state patrol(WSP) eligibility for funding; and
- G. WAC 118-66-050 lists expenses that may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator and in accordance with the purposes and priorities established by statute and regulation.

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

A. Consistent with the statutes and regulations cited herein, this Contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY/WSP, in support of 911 calls originating statewide, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. Payment for 911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050. 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, will be transferred to the individual counties, on a pro rata basis. This Contract contains one category of eligible expenses: Equipment as described below:

- 1. 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 SECO 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 911 excise tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
 - b. Expended its local revenue on eligible 911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
 - c. Eligible 911 expenses as described in WAC 118-66.
 - d. A 911 system that is completely enhanced for wireline and wireless 911 services.

B. Expenses.

1. General Reimbursement Requirements for COUNTY/WSP:

- a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
- b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
- c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
- d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, as provided Section VII D of this Contract;

2. Ineligible Items:

Expenses not listed in WAC 118-66, and not directly associated with the equipment of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.

3. Expense Documentation and Approval:

- a. COUNTY/WSP 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/WSP must submit eligible 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 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. Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY/WSP 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/WSP 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/WSP shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2023**, and **June 30, 2025**, which is also known as the performance period. Work started prior to July 1, 2023, and/or not complete by June 30, 2025, will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY/WSP shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY/WSP AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY/WSP warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY/WSP solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 statewide. 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, 2023**, and **June 30, 2025**.
- C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the county to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO 911 Policies:** The COUNTY/WSP 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/WSP Equipment Contract 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/WSP shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY/WSP 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/WSP shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Expense Reports	1	No later than 30 days following the end of the month
SECO Project Grant – Quarterly Progress Report	4/8	Required quarterly (every three months)
Final Reimbursement Request	1	July 31, 2025

All contract work must not start prior to July 1, 2023, and must be delivered, installed/completed and accepted by June 30, 2025; although the final report may be submitted by July 31, 2025, as described above. Final billing not received by July 31, 2025, will not be processed.

- F. **Reallocation of Funds:** The COUNTY/WSP is allowed to reallocate funds within the equipment category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- G. **Compliance with Law:** The COUNTY/WSP will comply with all state and federal laws applicable to counties/state.
- H. **Equipment Management:** All equipment purchased under this Contract by the COUNTY/WSP will be recorded and maintained in the COUNTY/WSP's equipment inventory system.
1. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY/WSP.
 2. The COUNTY/WSP 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/WSP 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.
 3. The COUNTY/WSP 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.
 4. Records for equipment shall be retained by the COUNTY/WSP 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/WSP until all litigation, claims, or audit findings involving the records have been resolved.
 5. The COUNTY/WSP 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/WSP to determine the cause of the difference. The COUNTY/WSP 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/WSP.
 6. The COUNTY/WSP 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/WSP 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/WSP. The DEPARTMENT accepts no responsibility to the COUNTY/WSP, 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/WSP, 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/WSP shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY/WSP shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY/WSP in connection with the project. The COUNTY/WSP shall not look to the DEPARTMENT, 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, in connection with 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 COUNTY/WSP'S 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), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the DEPARTMENT will reimburse the COUNTY/WSP up to the maximum of **\$98,335** or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Equipment 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/WSP will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- C. Conditioned upon COUNTY/WSP's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY/WSP within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
 - a. **"DEPARTMENT"** shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. **"COUNTY"** shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
 - c. **"Subcontractor"** shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to 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/WSP 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/WSP'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/WSP 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/WSP 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/WSP'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/WSP 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.

- 8) **COUNTY/WSP'S EMPLOYEES NOT EMPLOYEE OF DEPARTMENT:** The COUNTY/WSP, 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/WSP 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/WSP 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/WSP 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/WSP'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/WSP, 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/WSP, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY/WSP 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/WSP's performance or activities hereunder and that of any sub-contractor hired by the COUNTY/WSP.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY/WSP shall provide industrial insurance coverage for the COUNTY/WSP'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/WSP, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY/WSP shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY/WSP 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/WSP hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY/WSP 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/WSP will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

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

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

- 21) **RECORDS, MONITORING AND AUDIT ACCESS:**
- a. The COUNTY/WSP shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY/WSP's performance.
 - b. To permit such monitoring, the COUNTY/WSP 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/WSP 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/WSP's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

22) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

23) **SUB-CONTRACTING:** The COUNTY/WSP shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.

24) **TERMINATION:**

- a. If, through any cause, the COUNTY/WSP 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/WSP 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/WSP 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/WSP from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY/WSP prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY/WSP is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this Contract will be owned by the COUNTY/WSP unless otherwise specified by the funding source. The COUNTY/WSP shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY/WSP EQUIPMENT CONTRACT - SFY2024/25
July 1, 2023 – June 30, 2025

BASIC LEVEL OF OPERATING SERVICES

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

EQUIPMENT

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

SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE

(for more details about eligible equipment refer to the SECO Equipment Support Policy. ALL equipment purchases MUST BE PRE-APPROVED BY THE SECO IT STAFF and recommended caps are subject to change with prior approval from the SECO.)

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
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 workstation 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. Recommended cap of \$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 has a recommended cap of \$15,000 per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle. <i>For stand-alone systems, only.</i>
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.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 MSAG/Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Recommended cap of \$10,000 (per contract year).
B8	Instant Call Check	Equipment that records 911 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.

ATTACHMENT D (cont)

B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Recommended cap of \$500 per approved PSAP call receiving position, based on five-year life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 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 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA 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.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation 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 has a recommended cap of \$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 911 telephone services for back-up purposes. Recommended cap of \$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 standards 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 has a recommended cap of \$15,000 per approved call receiving position with a ten-year life cycle. The SECO may authorize exceeding the cap if market evidence indicates the current cap is not sufficient.

BUDGET SHEET
SECO COUNTY/WSP EQUIPMENT CONTRACT – SFY2024/25
July 1, 2023 – June 30, 2025

	SFY2024/25
Capital Equipment	\$ 98,335.00
TOTAL CONTRACT NOT TO EXCEED	\$ 98,335.00

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY/WSP EQUIPMENT CONTRACT – SFY2024/25
 July 1, 2023 – June 30, 2025

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

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
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)

 Date

SIGNATURE AUTHORIZATION FORM
WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION <i>Benton County</i>	DATE SUBMITTED <i>3/27/2025</i>
PROJECT DESCRIPTION FY24-25 SECO Equipment Contract	CONTRACT NUMBER E25 - 351

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jerome Delvin	Chairman, Benton County Commissioners

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

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

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



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 3/27/2025

Agenda Category: 800MHz System (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Radio Expansion Project Pre-Installation Vehicle Survey - Approval

Recommended Motion:

Approve the proposal by Day Wireless for the Radio Expansion Project Pre-Installation Vehicle Survey in the amount of \$79,462.09, using 800MHz Fund Balance and authorize staff to make the necessary budget adjustments.

Summary:

The BCES Executive Board previously approved the Motorola 800MHz Radio Expansion contract during the December 12, 2024, special meeting. The contract includes the purchase of approximately 1,700 subscriber units (mobile and portable radios), with about one-third being mobile radios. All of the mobile radios will need to be installed, aligned, and tested to ensure operability and connectivity with the 800MHz system. To effectively understand the scope of the project and the associated costs for installation, a survey of all impacted response apparatus will need to be conducted to correctly identify necessary parts, cables, connectors, or any other special considerations. This will ensure installation will be complete, accurate, and timely.

Fiscal Impact:

The proposal by Day Wireless for the Radio Expansion Project Pre-Installation Vehicle Survey project is \$79,462.09, including taxes. The project will be funded using 800MHz fund balance. The current 800MHz fund balance is \$1,176,695. The new fund balance total will be \$1,097,233. There is no fiscal impact to the user agencies.

Attachments:

1. 032725 Day Wireless_Pre Install Survey_BCES
2. 032725 Day Wireless Radio Survey Sheet_Updated 2-28-25



Quote #QO65066

Customer ID: 22060

Day Management Corp.
Day Wireless Systems
2205 W Frontage Road
Pasco WA 99301
United States

Date 02/28/2025
Terms NET 30
Expires 03/30/2025
Representative Gauthier, Joseph F
Direct Phone (509) 316-6129
E-Mail jgauthier@daywireless.com
Shop Phone (509) 547-8502
Customer Contact Jay Atwood
Contact Phone (509) 537-7755
Project Name Pre Install Survey - 365 Vehicles

Bill To
Benton Co Emergency Management 651 Truman Ave Richland WA 99352-9104 United States

Ship To
Benton Co Emergency Management 651 Truman Ave Richland WA 99352 United States

Quantity	Description	Rate	Amount
1	Pre Installation Survey(s) on 365 Fire Vehicles: Richland Fire & ES - 36 BCFD #1 - 37 BCFD #2 – 39 West Benton F&R – 19 BCFD #4 – 22 BCFD #5 – 18 BCFD #6 – 21 Kennewick Fire Dept. – 26 Connell Fire Dept. – 5 FCFD #1 – 23 FCFD # 2 – 16 FCFD #3 – 28 FCFD #4 – 18 FCFD #5 – 14 Pasco Fire Dept. – 43	\$73,102.20	\$73,102.20



Quote #QO65066

Customer ID: 22060

Quantity	Description	Rate	Amount
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Pre-install checklists are a requirement for radio assignment and must be completed in advance to ensure timely delivery of equipment, antennas and applicable accessories required by each agency. Survey will include fifteen (15) Fire Agencies throughout Benton & Franklin Counties. Vehicle/Radio totals are based off vehicle and radio counts provided by BCES. Day Wireless will coordinate scheduling with agencies to survey each vehicle in the fleet. Each vehicle will be surveyed to complete the pre-install checklist with agency-specific requirements, to include the following items:

- 1) Identify radio transceiver and head equipment location.
 - a) Verify 12VDC power is in place and sufficient for install requirements.
 - b) Verify ignition timer is in place and its location; identify if timer is not required and/or how radio will be powered; for example "hot" or "ignition".
 - c) Verify power for control head is available.
 - d) Document location(s) of dual-remote head(s), if applicable.
 - e) Identify and document location of any other "radios" not to be removed, for example, "BK Wildland Radios".
- 2) Identify location of radio external speaker(s).
- 3) Identify radio antenna locations.
 - a) Document location of Wi-Fi/GPS antenna.
 - b) Document location of LMR antenna.
- 4) Document and identify "covert" antenna requirements.
- 5) Identify location of portable radio chargers; verify 12VDC power is in place.
- 6) Identify type of console, if any, is in place; this will be used to determine faceplate and filler plate requirements.
 - a) Document console modifications/fabrication as required.
- 7) Identify type of in-vehicle intercom system in use.
 - a) Document make/model of intercom system.
 - b) Document location of intercom system; specifically, distance to location to radio control head and transceiver.
- 8) Complete pre-install checklist documentation.

NOTE: Assumptions made for quoting purposes. Quantities of vehicles provide by BCES with most recent count.

Subtotal	\$73,102.20
Tax Total	\$6,359.89
Total	\$79,462.09

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE



Quote #QO65066

Customer ID: 22060

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

* Customers should reference the quotation number on any correspondence or purchase orders. *

* There may be a \$25 charge for insufficient funds and a 1.5% late fee may apply. *

Pre-installation Checklist			
Agency:		Install Location:	
Date:			
Vehicle Description:		Vehicle ID:	
License #:			
EQUIPMENT		EQUIPMENT LOCATION	
Radio Transceiver	Existing/New:	2nd Transceiver	Existing/New:
Control Head	Existing/New:	2nd Control Head	Existing/New:
Microphone	Existing/New:	2nd Mic	Existing/New:
Grounded Mic Clip (Y/N)	Existing/New: Grounded?	Grounded Mic (Y/N)	Existing/New:
Speaker	Existing/New:	2nd Speaker	Existing/New:
Antenna: Radio	Existing/New:	2nd Antenna: Radio	Existing/New:
Antenna: GPS & Wi-Fi	Existing/New:	2nd Antenna: GPS & Wi-Fi	Existing/New:
OTHER EQUIPMENT		EQUIPMENT LOCATION (If Applicable)	
Vehicle Portable Charger(s)		Existing/New:	
		Existing/New:	
For Multiple Radio System Installations (three or more)		Document the locations of the addition transceivers, control heads, microphones, speakers, and antennas prior to installation	
RADIO MOUNTING & HEADSET INTERCOM			
Trunnion (Y/N):		Console Faceplate (Y/N): Other (specify):	
Headset Intercom (Y/N):		Manufacturer(specify):	
POWER AND SCANNING		BEHAVIOR	
Radio Power Up (with key, no key, etc.)	Existing/New:	Radio Off (with key, time delay, etc.)	Existing/New:
Automatic Scanning with Mic in Clip (Y/N)	Yes		
RADIO EQUIPMENT DISPOSAL		Leave in Vehicle (Y/N) Hold for Pickup (Y/N) Other Disposal Instructions:	
		Serial Number:	
		Codeplug Name:	
User Name:	P25 Alias (Call Sign):	Std. Config (Y/N)*	Std. Encryption (Y/N)*
Notes:			
Installer Name:		Signature:	
Date:			
Agency Representative:		Signature:	
Date:			

*Not applicable to early deployment "VHF only" codeplugs