



Agenda
Benton County Emergency Services Executive Board Meeting
Thursday, June 26, 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 May 22, 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.

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.

3. Energy Facility Site Evaluation Council (EFSEC) Grant E25-044 Amendment 2 - Approval
 - Jay Atwood, BCES Executive Director
4. Energy Facility Site Evaluation Council (EFSEC) Contract E26-002 - Approval
 - Jay Atwood, BCES Executive Director

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.

5. Hexagon CAD 9.4 Maintenance Upgrade - Approval
 - 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.

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:

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: 6/26/2025

Agenda Category:
Minutes

Prepared By: Jon Amundson, City Manager

Subject

Approval of the May 22, 2025 Benton County Emergency Services Regular Board Meeting Minutes

Recommended Motion

Summary

Draft minutes from the May 22, 2025 Benton County Emergency Services Regular Board Meeting are presented for the Board's consideration and approval.

Fiscal Impact

None.

Attachments:

1. DRAFT May 22, 2025 BCES Meeting Minutes



MINUTES – May 22, 2025 - 7:30 AM
BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD
REGULAR MEETING
Richland City Hall ~ Council Chambers
625 Swift Boulevard

Call to Order

Chair Jon Amundson called the meeting to order at 7:32 a.m.

Attendance

Michael Alvarez
Brian Dansel (*in for Stephen Bauman*)
Erin Erdman
Jon Amundson
Brent Gerry (*Remote*)
Dennis Bates (*in for Paul Carlyle*)

Benton County (2 Votes)
Franklin County (2 Votes)
City of Kennewick (2 Votes)
City of Richland (2 Votes)
City of West Richland (1 Vote)
Benton County Fire Districts (1 Vote)

Absent

Stephen Bauman
Kevin Crowley
Rachel Shaw
Bill Reed
Paul Carlyle

Franklin County (2 Votes)
City of Pasco (2 Votes)
City of Prosser (1 Vote)
City of Benton City (1 Vote)
Benton County Fire Districts (1 Vote)

Also Present: BCES Executive Director Atwood; SECOMM Manager Lettrick; Emergency Management Manager Davis; Richland IT Operations & Services Supervisor Smith; Administrative Assistant/Board Secretary Cimrhakl

Other Attendees: Franklin County IS Director Beckley; Benton County Sheriff Commander Clarke; Kennewick Finance Director Platt; Kennewick IT Manager Troutman; Kennewick BiPIN Software Analyst II Amundson; BiPIN Business Analyst Gonsalves; Richland Assistant City Manager Florence; Richland Finance Director Allen

Approval of Agenda

ERIN ERDMAN MOVED AND MICHAEL ALVAREZ SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. MOTION CARRIED 10-0.

Public Comments

None.

Approval of the Consent Calendar

1. Approval of the April 24, 2025, Benton County Emergency Services Executive Board Regular Meeting Minutes
2. Approval of the May 5, 2025, Benton County Emergency Services Executive Board Independence Workshop Special Meeting Minutes

ERIN ERDMAN MOVED AND MICHAEL ALVAREZ SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED. MOTION CARRIED 10-0.

Director's Report

3. Manager's Report – Jay Atwood

Staffing

BCES Executive Director Atwood reported the job posting for Emergency Communications Dispatcher has resumed following the implementation of Workday. There are currently 84 applicants set to take the typing test today (5/22/25). Those who pass will move on to CritiCall. One (1) candidate (pre-Workday implementation) is in background with hopes she will begin academy in June. One (1) lateral dispatch applicant is in process, and we've heard there are a couple others who are interested.

Sarah Schaffer was promoted to Dispatch Supervisor this week. With her promotion, there is one supervisor vacancy left to fill.

The IS Manager candidate has accepted our offer and is in background with anticipated completion mid-June.

Geographic Information System Analyst Michael Mendez and Executive Director Jay Atwood will attend the Hexagon Conference in June to attend classes and investigate options for CAD (Computer Aided Dispatch), RMS (Records Management System), and JMS (Jail Management System).

Microwave

The project remains on track and ahead of schedule. Classroom training on the Microwave System and the new equipment will take place at the end of June. Motorola's request to modify the initial payment was briefly discussed with the consensus of the Board opting to pay according to the existing contract terms.

Radio System

A technician will be on site the first week of June to begin looking at the radios that are currently attached to the 800MHz radio system (primarily Law Enforcement). A large order will be placed for the portable radios (primarily Fire) to allow for programming and distribution towards the end of summer or early fall. Day Wireless will begin scheduling with the fire districts to conduct a fire apparatus census to determine the equipment that will be necessary for installations. The number of radios to be purchased has been reduced from original requests as some radios can be reprogrammed and recycled.

Items of Business

Benton County Emergency Services (BCES)

None.

Benton County Emergency Management (BCEM)

None.

Southeast Communications Center (SECOMM)

None.

800MHz System

None.

Benton County Microwave System

None.

Strategic Advisory Team (SAT)

None.

BCES/BiPIN Consolidation

None.

Discussion Items

4. Independence Task Force - Update

The current BCES budget is about \$6.3 million dollars. The proposed budget for a fully independent BCES is estimated at \$8.4 million due to the addition of multiple necessary positions (HR, Finance and IT). Trimming several positions (HR Director, HR Generalist, Finance Director and a second IT Systems Analyst) is expected to save roughly \$600k. Some services could be contracted.

Tax Options

Scenario 1

In 2026, each of the Big 5 will have \$1.3 million due in Capital costs (Microwave and 800MHz). From 2027-2035, the Big 5 will split \$4.4 million in lease payments. If a 1/10th of a percent tax was enacted, an estimated \$8 million dollars between both counties would be collected (conservative estimate), possibly more (\$9 - \$10 million). Eight (8) million dollars would cover current Capital expenditures, systems maintenance & operations (Microwave and 800MHz) and build about \$600,000 in Capital reserves. It would reduce the BCES budget burden to about \$7.1 million.

Scenario 2

Collected taxes would be applied against all Capital expenditures, systems maintenance & operations, and a portion of SECOMM operations with no additional Capital contribution. The BCES budget burden would be reduced to about \$6.7 million.

Considerations for running a tax initiative:

- Duration of the tax (10-year sunset, perpetuity, partial sunset – 2/10 % for x number of years then reduce to 1/10 %, etcetera)
- 1/10% vs 2/10% (Securing 2/10 % would essentially eliminate the budget entirely and would create \$2 million dollars per year in Capital funding)
- Upcoming Capital considerations (SUA renewal, BiPIN, backup center, the current BCES building, etcetera)
- When to run the initiative (general or primary election)
- How to successfully educate voters and create a successful campaign

The next step will be Charter development, which will allow BCES to continue operating as is until sustainable funding is secured. City of Richland Attorney Heather Kintzley suggested the task force continue using Attorney Kenneth Bagwell as he could represent the interests of the BCES Board collectively. The task force will then work on branding and boilerplate language for the Charters. Once drafted, the BCES Executive Board can review and eventually approve to move forward with the quest for an independent BCES.

Adjournment

The meeting adjourned at 8:08 a.m.

APPROVED:

Jon Amundson, BCES Executive Board Chair

ATTEST:

Carole Cimrhakl, BCES Board Secretary

Date Approved:

Date Published:



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 6/26/2025

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:

1. Management Report



BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD MANAGER'S REPORT – Thursday, June 26, 2025

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

May 2025 Statistical Information

9-1-1 Calls = 10,829

Text to 911 = 82 Sessions (576 messages sent back and forth between dispatch and text initiators)

Non-Emergency = 13,438

Law Enforcement Events = 26,087

Fire/EMS Events = 3,322

April 2025 Statistical Information

9-1-1 Calls = 9,942

Text to 911 = 73 Sessions (508 messages sent back and forth between dispatch and text initiators)

Non-Emergency = 12,784

Law Enforcement Events = 25,115

Fire/EMS Events = 3,152

Benton County Emergency Management (BCEM) – Deanna Davis

Planning

We continue to make progress on the update of the Hazard Mitigation plan; the Steering Committee had an opportunity to review Chapters 1 and 3 of the plan and a public survey has been provided by the contractor to assist with the plan update. The survey link can be found here: <https://survey.alchemer.com/s3/8295525/Benton-County-Multi-Jurisdictional-Hazard-Mitigation-Plan-Update-2025>.

On July 9th there will be a FEMA Flood Study Consultation Coordination meeting to review the preliminary Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report that have been produced as part of the FEMA Risk Map Project. Invitations have been sent for this virtual meeting to those who have been assisting with the FEMA Risk Map Assessment Project.

Exercise

The FEMA evaluated Emergency Worker and Assistance Center Drill held on May 31st was a big success. This drill happens once every 8 years and is centered around our ability to provide monitoring and decontamination services to the public if there was ever a release of radiation from a nuclear power plant incident. A big thank you goes out to the Kennewick Fire Department and Benton County Fire District #1 for their incredible support of this drill. The FEMA evaluators were particularly impressed with their ability to follow procedures, their

ability to set up the facility in short order and with their assistance on the portal monitoring line. We also extend our gratitude for support from the following agencies: Franklin County Emergency Management, Washington State Emergency Management, Washington State Department of Health, Office of Radiation Protection and the 10th Homeland Response Force, as well as volunteers from Benton Franklin Posse, and our local community.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 6/26/2025

Agenda Category:
Items of Business

Prepared By: Jay Atwood, BCES Executive Director

Subject

Energy Facility Site Evaluation Council (EFSEC) Grant E25-044 Amendment 2 - Approval

Recommended Motion

Approve for signature Amendment 2 to EFSEC Contract E25-044 to move unexpended Salaries, Benefits and Travel funds into the Goods and Services line item in the amount of \$63,250 and authorize staff to make the necessary budget adjustments.

Summary

The amendment reallocates unexpended grant funds in the amount of \$63,250 into Goods and Services from Salaries, Benefits and Travel. The unexpended grant funds are due to cost savings from vacant positions. The grant funds will be used towards the purchase of EWAC (Emergency Worker Assistance Center) equipment and public information materials.

A total of \$63,250 will be moved into the Goods and Services line item as follows: \$30,000 from current Salaries, \$28,000 from current Benefits and \$5,250 from current Travel line items.

Fiscal Impact

This is a reallocation of current funding. There is no fiscal impact to the user agencies.

Attachments:

1. EFSEC Grant E25-044 Amendment 2

**Washington State Military Department
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: Benton, County of dba Emergency Management Division 651 Truman Avenue Richland, WA 99352		2. GRANT AGREEMENT NUMBER: E25-044	3. AMENDMENT NUMBER: 2
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: Deanna Davis (509) 628-8092 d.davis@bces.wa.gov		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: Mary Napoli, (253) 512-7225 mary.napoli@mil.wa.gov	
6. TIN or SSN: 91-6015119	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NA	8. FUNDING SOURCE NAME/AGREEMENT #: EMD – CGS – EP (2024-25)	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EFSEC)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The County has requested to reallocate funds from Salaries (\$30,000), Benefits (\$28,000), and Travel (\$5,250) to Goods and Services to purchase EWAC equipment and public information materials. Salary savings are due to open positions.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Contract amount remains unchanged . 2. Contract end date of June 30, 2025 remains unchanged 3. Change Revision 1 Budget Sheet, Exhibit D, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the “contract” shall mean “contract as amended”. The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Deanna Davis, EM Manager Benton County EMD	
BOILERPLATE APPROVED AS TO FORM: Dawn Cortez (signature on file) 01/02/20 Assistant Attorney General			

**Washington State Military Department
Amendment to Contract E25-044**

1. Change Revision 1 Contract Budget Sheet, Exhibit D.

- a. **Change** Revision 1 Budget Sheet, Exhibit D, with the attached Revision 2 Budget Sheet, Exhibit D.
 - i. Gray highlight shows the budget reallocation and increases.

REVISION 2 BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

Contract expenditures shall be documented according to the following categories when appropriate:

CATEGORY	EXISTING BUDGET	BUDGET REALLOCATION	NEW REVISED BUDGET
A. Salaries and Wages	\$ 184,235	\$ (30,000)	\$ 154,235
B. Benefits	\$ 92,279	\$ (28,000)	\$ 64,279
C. Personal Contracts	\$ 0	\$ 0	\$ 0
E. Goods and Services	\$ 127,074	\$ 63,250	\$ 190,324
G. Travel	\$ 5,250	\$ (5,250)	\$ 0
J. Capital Outlay	\$ 0	\$ 0	\$ 0
T. Indirect	\$ 0	\$ 0	\$ 0
TOTAL	\$ 408,838	\$ 0	\$ 408,838

- Up to 10 percent (+/-) of any single budget category amount may be shifted between approved budget objects.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed the total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 6/26/2025

Agenda Category:
Items of Business

Prepared By: Jay Atwood, BCES Executive Director

Subject

Energy Facility Site Evaluation Council (EFSEC) Contract E26-002 - Approval

Recommended Motion

Approve for signature the Energy Facility Site Evaluation Council (EFSEC) Contract E26-002 in the amount of \$441,880 and authorize staff to make the necessary budget adjustments.

Summary

This is an annual contract for the EFSEC/Columbia Generating Station with the Washington Emergency Management Division (WEMD) for off-site emergency planning and preparedness in support of the continued operation of the Columbia Generating Station commercial nuclear power reactor on the Hanford Site. The contract provides funding for about 2 FTE's of Benton County Emergency Services (BCES) personnel and a proportional share of the overhead for the maintenance and operation of the BCES facility.

Fiscal Impact

\$441,880 in total is provided to Benton County Emergency Management (BCEM). The contract covers the dates of July 1, 2025, through June 30, 2026.

The contract allocation is as follows:

Salaries and Wages	\$194,526
Employee Benefits	\$97,632
Goods and Services	\$149,722
TOTAL	\$441,880

Attachments:

1. EFSEC Contract E26-002

Washington State Military Department

CONTRACT FACE SHEET

1. Contractor Name and Address: Benton, County of dba Emergency Management Division 651 Truman Avenue Richland, WA 99352		2. Contract Amount: \$ 441,880		3. Contract Number E26-002	
4. Contractor's Contact Person, phone number, email: Deanna Davis (509) 628-8092 d.davis@bc.es.wa.gov		5. Contract Start Date July 1, 2025		6. Contract End Date June 30, 2026	
7. MD Program Manager, phone number/, email: Mary Napoli, (253) 512-7225 mary.napoli@mil.wa.gov		8. Unique Entity Identifier (UEI) # XEJNMEFNHMM1		9. UBI # (state revenue): 601-172-554	
10. Funding Authority: Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EFSEC)					
11. Funding Source Agreement #: EMD – CGS – EP (2026-27)		12. Program Index # & Obj/Subobj 76803 NZ		13. CFDA # & Title: NA	
14. TIN or SSN: 91-6015119					
15. Service Districts: (BY LEGISLATIVE DISTRICT): 15, 16 (BY CONGRESSIONAL DISTRICT): 4		16. Service Area by County(ies): Benton County		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 ☐ Filed w/OFM? ☐ 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: To provide EFSEC pass-through dollars (SFY 2026) for the county to conduct radiological emergency preparedness program duties relating to the Columbia Generating Station nuclear power plant.					
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract, including all referenced exhibits and attachments which are hereby incorporated in and made part hereof, and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions (Exhibit A), General Terms and Conditions (Exhibit B), Statement of Work (Exhibit C), Budget (Exhibit D), and all other documents, exhibits, and attachments govern the rights and obligations of the parties to this contract. 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.					
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, and if attached, (e) EFSEC Award Document (f) 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 CONTRACTOR: Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington Military Department Signature _____ Date _____ Jon Amundson, BCES Executive Board Chairman/ City of Richland City Manager BOILERPLATE APPROVED AS TO FORM: David Merchant 5/23/2025 Assistant Attorney General for Benton County Emergency Management Division					

**Washington Military Department
SPECIAL TERMS AND CONDITIONS
Energy Facility Site Evaluation Council (EFSEC)**

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total Contract Amount, authorized travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or hereafter amended and in agreement with federal rates. Receipts and/or backup documentation for any approved Budget line items, including travel related expenses that are authorized under this contract, must be maintained by the Contractor and made available upon the request of the Department.

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Quarterly Invoices	1	No Later than the 15th day following the end of the Quarter
Final Invoice (shall not exceed overall contract amount)	1	July 30, 2026

All contract work must end on June 30, 2026. However, the Contractor has up to **30** days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
Quarterly Reports	1	No Later than the 5th day following the end of the Quarter

All contract work must end on June 30, 2026. However, the Contractor has up to **30** days after the expiration date to submit all final reports and/or deliverables.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Any substitution of Contractor's Key Personnel must be made by written notification to the Military Department.

Name:	Deanna Davis	Name:	Mary Napoli
Title:	Emergency Manager	Title:	Program Supervisor
Email:	d.davis@bces.wa.gov	Email:	mary.napoli@mil.wa.gov
Phone:	(509) 628-2600	Phone:	(253) 512-7225

ARTICLE IV -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

- No funds received under this contract shall be used for any purpose other than for performance of tasks described in the Statement of Work (Exhibit C) and consistent with the Budget (Exhibit D).
- The Contractor shall provide a match of **\$0** of non-federal origin. Said match may be in the form of goods, services, and in-kind services.

3. This contract is contingent upon the receipt of Energy Facility Site Evaluation Council (EFSEC) funds provided solely for the purpose of supporting the development of radiological emergency preparedness relating to the Columbia Generating Station nuclear power plant. The Contractor acknowledges that since this contract involves EFSEC funding, the period of performance described herein will likely begin prior to the availability of funds. Contractor agrees that it will not hold the Department or the State of Washington liable for any damages, claims for reimbursement, or any type of payment whatsoever for services performed under this contract prior to the provision and distribution of appropriated funds, or if funds are not appropriated or provided by EFSEC to fund this contract.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Energy Facility Site Evaluation Council (EFSEC)**

1. **DEFINITIONS**--As used throughout this contract, the following terms shall have the meaning set forth below:
 - a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
 - b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and represent Department as signed and directed by The Adjutant General.
 - c. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
 - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - 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. **CONTRACTOR NOT EMPLOYEE OF AGENCY** -- The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

 It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

 If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.
3. **COMPLIANCE WITH APPLICABLE LAW**
 The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Records Act (RCW 42.56); and safety and health regulations.

 In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.
4. **NONDISCRIMINATION** -- During the performance of this agreement, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
 - b. The Contractor shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

5. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
6. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES** -- In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.
7. **SUBCONTRACTING** -- All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract and after original contract award, without obtaining prior written approval of the Department. Contractor shall use a competitive process to award any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.

8. **INDEMNIFICATION** -- To the fullest extent permitted by the law, the Contractor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend and hold harmless also includes any claim by the Contractor's agents, employees, representatives or any subcontractor or its employees. The Contractor's obligation to defend includes payment of any costs or attorneys' fees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor expressly agrees to waive its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

9. **COVENANT AGAINST CONTINGENT FEES** -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. **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.
11. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. 12101 et seq. and its implementing regulations, 28 CFR Part 35. The Contractor 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.
12. **RECORDS, MONITORING AND AUDIT ACCESS**
 - a. The Contractor shall perform under the terms of the contract, and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct

contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract.

- b. The Contractor 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 contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract 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 Contractor's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.
- d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this contract.

13. **ACCESS TO PUBLIC RECORDS**

- a. The parties acknowledge that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- b. The Contractor 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 Contractor's reports, including computer models and methodology for those models.
- c. Access to Data. The contractor shall provide access to all data generated under the contract to the Department, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. 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.

14. **DISCLOSURE** -- The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

Contractor acknowledges that the Department is subject to Chapter 42.56 RCW, the Public Records Act, and that this Contract shall be a public record as defined in RCW 42.56.0.10. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.56 RCW, the Department shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Department will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified.

15. **RIGHTS IN DATA** -- The parties hereto agree that all works originating from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work,

as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the contract, but which does not originate therefrom, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this contract.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

16. **PUBLICITY** -- The Contractor agrees to submit to the Department all advertising and publicity matters relating to this contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.
17. **PRIVACY** -- Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

18. **TREATMENT OF ASSETS**

- a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.
- b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this contract.
- c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.
- e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
- f. All reference to the Contractor under this clause shall include any of the Contractor's employees or agents or subcontractors.

19. **SITE SECURITY** – While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.
20. **ATTORNEY'S FEES** – In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
21. **TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
22. **TRAVEL AND SUBSISTENCE REIMBURSEMENT** -- Unless the contract specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this contract must be maintained by the Contractor and be made available to the Department upon request.
23. **LICENSING AND ACCREDITATION STANDARDS** -- Unless exempt from registration by law, the Contractor shall complete registration with the Department of Revenue, and be responsible for payment of all taxes due on payments made under this Contract. WAC 458-20-101.
- The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See RCW 19.02 for state licensing requirements/definitions.) The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations.
- Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.
24. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY** -- If federal funds are the basis for this contract, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency.
- If requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.
- Further, the Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency.
- In addition, the state debarment laws shall apply: RCW 39.19.090; RCW 39.12.065 (3).
25. **ADVANCE PAYMENTS PROHIBITED** – The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services. RCW 43.88.160; Washington State Constitution, Article VIII, § 5
26. **LOSS OR REDUCTION OF FUNDING** -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may immediately terminate the contract in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this contract under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.
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 and attached to the original contract.
28. **CONTRACT MODIFICATIONS** – 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 agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor may, from time to time, request changes to the contract. Any such changes that are *mutually agreed upon* by the parties to this contract shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and

signed by the parties hereto, and that any other understanding or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.

29. **LIMITATION OF AUTHORITY -- "Authorized Signature"** Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.

30. **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 resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs, and share equally the cost of the third board member.

31. **RECAPTURE OF FUNDS** -- In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees.

32. **CONFLICT OF INTEREST** -- The Department may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by The Adjutant General or the Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

33. **TERMINATION FOR CONVENIENCE** -- Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this contract, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this contract, in whole or in part. 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 termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

34. **TERMINATION OR SUSPENSION FOR CAUSE** -- In the event the Department determines the Contractor has failed to comply with the conditions of this contract in an acceptable and timely manner, the Department has the right to suspend or terminate this contract. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the contract shall be deemed terminated. The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the contract.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or the Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of the Contractor's control, fault or negligence. The rights and remedies of the Department provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

35. **TERMINATION PROCEDURE** -- Upon termination of this contract, the Department, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this contract as has been terminated.
- The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property; provided, that if the termination is due to default, The Adjutant General or the Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or the Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.
- The rights and remedies of the Department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:
- a. Stop work under the contract on the date, and to the extent specified, in the notice;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or the Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or the Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
 - e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;
 - f. Complete performance of such part of the work as shall not have been terminated by the Department; and
 - g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
36. **GOVERNING LAW AND VENUE** -- This contract shall be construed and enforced in accordance with, and the validity and performance hereof 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 Superior Court. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
37. **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.
38. **DATE COMPLIANCE** -- If applicable to this contract, the Contractor is responsible for ensuring that all materials and equipment installed as part of this contract shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
39. **HISTORICAL AND CULTURAL ARTIFACTS** -- The Contractor agrees that if historical, archaeological data, or cultural artifacts, relics or specimens are discovered during and as the result of contract activities such as construction, the Contractor shall immediately stop those specific activities and notify the local historical preservation officer, the state's historical preservation officer at the Washington State Department of Archeology and Historic Preservation, and the Department's contact person for this contract.
40. **INDUSTRIAL INSURANCE** -- If Vendor has operations in Washington, this section shall apply. If Vendor has no operations in Washington, this section shall NOT apply.

- a. Contractor employments excluded from mandatory coverage are listed in RCW 51.12.020 and include sole proprietors, partners, corporate officers and certain others. The Contractor may elect optional coverage for these employments.
- b. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW (Industrial Insurance), and shall maintain full compliance with Title 51 RCW during the course of this contract.

To protect the State's interest, if either the Contractor or someone employed by the Contractor is injured while performing work under the contract, the Contractor's employees should be covered by industrial insurance. The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Department may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Department may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Department under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I). This provision does not waive any of L&I's rights to collect from the Contractor. RCW 51.04.060. No employer or worker shall exempt himself or herself from the burden or waive the benefits of this title.

- c. The Contractor shall be prepared, upon request, to provide documentation of industrial insurance coverage for any workers employed by the Contractor. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

41. **RESPONSIBILITIES OF THE PARTIES --**

Each party to this contract hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this contract.

42. **EXECUTIVE ORDER 18-03 - WORKERS' RIGHTS**

The Contractor represents and warrants that the Contractor does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. The Contractor further represents and warrants that, during the term of this contract, the Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

STATEMENT OF WORK
Energy Facility Site Evaluation Council (EFSEC)
SFY26 Benton County Radiological Emergency Preparedness (REP) Program

INTRODUCTION: The Washington State Military Department (the Department), Emergency Management Division (EMD), coordinates emergency management activities and implements the Washington State Fixed Nuclear Facility Plan. Through an interagency agreement, the Energy Facility Site Evaluation Council (EFSEC) provides funds for emergency preparedness services in support of Energy Northwest's Columbia Generating Station Emergency Response Plan. The Department is authorized through this interagency agreement to subcontract with certain Washington counties for emergency preparedness (EP) services including coordination of response roles, plans, exercises, and other details. The following Scope of Work outlines the responsibilities of **Benton County Emergency Management Division**, under this contract.

Benton County Scope of Work			
	Function/Task	Deliverable	RPM Required Frequency
I	Update of Plans and Letters of Agreement		
1	Review Letters of Agreement, Memoranda of Understanding, and other enabling documents pertinent to BCEM Radiological Emergency Response Plan.	Report of dates that LOAs/MOU are reviewed including statement that no changes are needed or provide a copy of the updated LOA/MOU	Annually
II	Responsibility for the Planning Effort		
1	Review BCEM Radiological Emergency Response Plan: Energy Northwest, revise as necessary to incorporate changes to this plan or other agency plans and procedures, the results of training, drills, exercises or changes made to emergency facilities and equipment. Prior to the implementation of major revisions that affect other agencies, copies of the draft revisions will be provided to those agencies for review and comment.	Report of date that the annual plan review was completed including a statement that no changes were made or provide a signed and dated copy of the updated plan, procedures, maps and charts with changes added to the Record of Changes.	Annually
2.	Attend Washington Radiological Emergency Planning Partners Meetings	WREPP Meeting agenda/roster provided by EMD	As Scheduled
3.	Attend planning meetings with REP counties, state agencies, FEMA and Energy Northwest, and other pertinent meetings and seminars.	Provide meeting invite/information/agenda and roster	As Scheduled
III	Public Education and Information		
1	Disseminate information to the public.	Provide copies of materials/links to view materials plus a report of date and means of dissemination and identification of recipients. Information includes how the public will be notified and what their actions should be in an emergency. It can include public outreach, community events, and school or civic presentations.	Annually

2	Disseminate emergency information to locations frequented by transient populations in plume EPZ and maintain and update emergency public information signs located along rivers, parks, and other recreational areas.	Provide copies of materials/links to view materials plus a report of date and means of dissemination, identification of where information was distributed/posted, organizations responsible for maintenance/updates of public information. Statement that emergency public information signs located along rivers, parks, and other recreational areas were maintained and updated. Statement that parks/recreational areas were not expanded, nor new transient areas were added to the plume EPZ.	Quarterly
3	Participate in a media program (if hosted by Energy Northwest and counties are invited) to acquaint news media with emergency plans/procedures, information concerning radiation, and points of contact for release of public information in emergency.	Report of date of media program implemented, list of agencies/organizations invited, roster of participants, organization that sponsored the program and description of program.	Annually (organized and hosted by Energy Northwest)
4	Participate in the development and distribution of the Hanford Site Neighbor Calendar.	Report of date the calendars are mailed. Coordinate to ensure the calendar is updated to meet LEP requirements.	Annually
5	Review websites, social media and links associated with CGS Emergencies for functionality and update any REP Program information as necessary	Report of dates website and make sure the links are verified or when social media information was posted.	Annually
IV	Radiological Emergency Response Training		
1	Ensure that initial and annual refresher training is provided or offered to all personnel who have a role in the implementation of the BCEM Radiological Emergency Response Plan. When appropriate, training will be conducted in cooperation with the Washington Military Department Emergency Management Division (EMD), DOH, WSDA, and Energy Northwest.	Statement that initial and refresher training was conducted for all required personnel who implement radiological emergency response plans/procedures. Provide information on the training scope and purpose, dates, number of participants, agencies/organizations represented, agencies/organizations invited but did not attend, and the organization(s) that sponsored the training. This can include: a. ECC Staff b. Law Enforcement (One County, one Municipal, and one State Department) BCSO, WRPD, RPD, WSP	Annually

		c. Fire/EMS agencies (Two Municipal and Three Fire Districts)- Richland FD, Kennewick FC, BCFPD#1 and #4 d. US Coast Guard e. Elected Officials f. State Agencies (WSDA, WSP, and WA DOT) g. County and City Emergency Workers h. Dispatch/SECOMM as requested by BCEM and/or SECOMM i. Volunteers j. PIO	
2	Attend training pertinent to the REP Program or that will enhance agency response capabilities	Report of training title, attendees, dates	As Priorities Allow
3	Attend National REP Conference	Report of NREP attendees/agendas or presentation breakouts	As Priorities Allow
V	Drills		
1	Conduct communication drills and test communication systems	Statement that communication drills were conducted monthly between state and plume exposure pathway EPZ counties. Statement that communication drill was conducted annually between CGS, state, local EOCs, and radiological field monitoring teams. Provide dates and list participants. a. CEMNET Radio tests (weekly) b. Siren and CodeRED tests (Annually) c. CGS ERO Team Drills (As Scheduled) d. CGS JIC News Release Coordination functional exercises (As Scheduled) e. Participate in or observe other drills/exercises (As Scheduled) f. Full Scale Exercise - Dress Rehearsal - Non-Evaluated (As Scheduled) Tentative Schedule 2026 - DR - HAB Exercise (02/24/2026) 2026 - FS - HAB Exercise - Evaluated (03/24/2026) 2027 - FS - Exercise - Non-Evaluated	Monthly/Annually

2	Conduct Medical Services Drills at each hospital listed in the emergency plan. - Kadlec and Trios	2026 non-evaluated MS-1- self assessment and AAR. 2027 FEMA evaluated and full report issued.	Annually
3	Participate in ingestion pathway & post-plume phase drills (food Control and relocation)	Report of dates, participating organizations, PADs for reentry, relocation, return, and re-occupancy, foodstuffs/crop embargo, Description of activities and a statement that a critique was conducted to identify corrective actions.	As Scheduled
4	Participate in exercise planning team meetings	Provide meeting agenda and roster	As Scheduled
VI	24 Hour Staffing		
1	Train and operate the Benton County EOC with an adequate number of trained staff for a prolonged period. (In-Person and/or Virtual)	Statement that the agency has sufficient trained & capable staff available for 24-hour protracted activation	Annually
VII	Emergency Facilities & Equipment		
1	Identification of new/substantially changed facilities	Statement that there are no new facilities and there have been no substantial changes in structure or mission since the initial evaluation of facilities or details of changes	Annually
2	Report substantial changes to previously reported facilities	Statement that there are no new emergency response facilities, communication systems or reception centers and none of the current facilities or reception centers in the plans/procedures have undergone substantial change or details of changes a. microwave communications system (CRASH) b. telephone systems c. satellite phones d. computer networks e. equipment - computers - audio/vision equipment and displays - Geographic Information system station - fax machines - dedicated and commercial - copy machines - security equipment - furniture - JIC equipment/supplies - generator	Annually
3	Inspection, inventory & operational checks completed for survey instruments used for radiological monitoring and environmental monitoring & analysis per national	Statement that inspection, inventory & operational checks were completed for survey instruments used for radiological	Quarterly

	standards/manufacture's instructions (whichever is more frequent)	monitoring and environmental monitoring & analysis per national standards/manufacture's instructions (whichever is more frequent). Description of type, quantity, location, calibration frequency of equipment and dates of inspection/inventory check. a. Optically Stimulating Luminescence (OSLs) b. Portal Monitors c. Ludlum 26-1s d. Ultraradiac's e. KI supply (ensure within expiration date, if not coordinate with DOH for KI cache replacement order)	
4	Testing, maintenance, and inspection for electrical leakage of direct read dosimetry per national standards/manufacture's instructions (whichever is more frequent)	Statement that testing, maintenance, and inspection for electrical leakage of direct read dosimetry was completed per national standards/manufacture's instructions (whichever is more frequent). Description of type, quantity, location, calibration dates, dates of annual DRD electrical leakage testing.	Quarterly
VIII	Alert & Notification		
1	Routine ANS testing program completed	Required Weekly Tests (RWT) of the EAS Required Monthly Tests (RMT) of the EAS- Benton County months are March, June, & Sept. Silent Siren Tests of the ENW Siren System (Weekly) IPAWS tests (weekly)	Weekly except for the RMT that is done in March, June and Sept.
2	Availability/reliability of primary/backup ANS system(s) are maintained	Statement that the availability/reliability of the primary/backup system(s) is maintained pursuant to the ANS evaluation report, including a description of any failures detected and how they were mitigated, tracked and trended	Quarterly
3	Maintain primary/backup ANS system(s)	Statement that maintenance of the primary/backup system(s) was conducted pursuant to the ANS evaluation report, including a description of any corrective maintenance conducted.	Per ANS Evaluation Report
4	Maintain addresses for Benton County EPZ	a. Input data gathered from sources (the City of Richland Planning, Benton County Assessors, etc.) when new construction has been completed within the EPZ -	Quarterly or As Requested

		Report on numbers of new occupancy permits. b. Provide addresses to ENW for Open Lines mailout (quarterly) and for annual Calendar mailout	
5	Maintain Access and functional Needs Population Database for the EPZ	AFN residents are requested to do self- report - report on numbers of identified AFN Residents (if applicable)	As notified of AFN residents
IX	Administration		
1	Comply with all grants management requirements per annual contract	Report of date of audits and findings, Track program spending and submit A-19 reimbursement requests - monthly	As Required
2	Develop/review budget and Scope of Work to ensure funding and work effort is adequate to support the REP Program requirements.	Budget proposal and Scope of Work emailed to EFSEC biennially	Biennially
3	Brief senior public officials and executive oversight board on program activities, financial activities, and program direction.	Report including name and date of meetings	As Scheduled

BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

Contract expenditures shall be documented according to the following categories when appropriate:

ITEM DESCRIPTION	COST
A. Salaries and Wages	\$ 194,526
B. Benefits	\$ 97,632
C. Personal Contracts	\$ 0
E. Goods & Services	\$ 149,722
G. Travel	\$ 0
J. Capital Outlay	\$ 0
TOTAL	\$ 441,880

- Up to 10 percent (+/-) of any single budget category amount may be shifted between approved budget objects.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed the total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 6/26/2025

Agenda Category:
Items of Business

Prepared By: Jay Atwood, BCES Executive Director

Subject

Hexagon CAD 9.4 Maintenance Upgrade - Approval

Recommended Motion

Approve the proposal by Hexagon to upgrade the Computer Aided Dispatch System with the 9.4 Maintenance Release Update in the amount of \$314,718 using SECOMM fund balance and E911 reserves and authorize staff to make the necessary budget adjustments.

Summary

Windows 10 is being phased out by Microsoft and will officially be end of life October 14, 2025. All environments, including those hosting CAD, will have to be updated with Windows 11 to maintain security compliance and system support. The current version of CAD 9.4 is not Windows 11 ready and must be updated in order to maintain functionality within the new operating system.

It is recommended the Benton County Emergency Services Executive Board approve the proposal by Hexagon to upgrade CAD with the 9.4 Maintenance Release Update in the amount of \$314,718 using SECOMM fund balance and E911 reserves and authorize staff to make the necessary budget adjustments.

Fiscal Impact

The CAD 9.4 Maintenance Upgrade proposal by Hexagon is \$314,718 (including tax). The project will be funded using \$157,359 from SECOMM fund balance and \$157,359 from E911 reserves. The current SECOMM fund balance is \$1,667,779. This purchase will reduce it to \$1,510,420. The current E911 reserve is \$1,641,340. This will reduce that fund to \$1,483,981. There is no fiscal impact to the user agencies.

Attachments:

1. Hexagon SOW for CAD 9.4 Maintenance Update



HEXAGON

Benton County (BCES), WA Statement of Work for I/CAD 9.4 Maintenance Release Update

PRESENTED BY:

Stacy Miller
Hexagon, Safety & Infrastructure Division
305 Intergraph Way
Madison, AL 35758
Phone:(256) 730-2000
Email: stacy.miller@hexagon.com

May 19, 2025



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1. Introduction

This Statement of Work ("SOW"), including the attachments hereto, provided by Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon") to Benton County (BCES), WA ("Customer") is an Order made pursuant to that certain Master Agreement dated January 6, 2021, by and between Customer and Hexagon. The SOW describes the Services that will be provided by an I/CAD Maintenance Release Update ("I/CAD") for the Customer's I/CAD 9.4 system (the "Project") in exchange for payment of the amount set forth in the Pricing Summary (which is included as Attachment A). This SOW sets forth the Services Hexagon will provide as well as each Party's responsibilities and obligations to implement the Products under the Agreement. Except as otherwise provided herein, capitalized terms shall have the meaning set forth in Attachment D (Glossary of Terms) hereto, including the Master Terms Glossary.

2. Purpose

The SOW guides the activities associated with Hexagon performing an MR Update (the "Project"). It documents Project implementation requirements, identifies each major Task within the implementation process, sets expectations for each Party, and identifies the criteria by which a Task will be considered complete.

Unless specifically noted within this SOW, all software shall be the standard COTS product.

The SOW includes and incorporates the following Attachments:

- Attachment A – Pricing Summary
- Attachment B – Payment Schedule
- Attachment C – Initial Project Schedule
- Attachment D – Glossary of Terms
- Attachment E – Products Covered Under Maintenance
- Attachment F – Bill of Materials for Subscription Licenses - I/CAD Maintenance Release Update

The remainder of this section details Project deliverables and Project assumptions related to the Project cost, schedule and scope.

Each task identified in the SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites and Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation tasks and timelines will follow the Project Schedule, unless otherwise noted.



3. Project Assumptions

Agreement and Schedule Assumptions

- Execution of and Hexagon's performance under this SOW is contingent and predicated upon Customer having a valid maintenance agreement with Hexagon prior to starting the Project and throughout the duration of the Project.
- Hexagon's willingness to provide the Services in this SOW is predicated upon its understanding of Customer's current Hexagon software (the "System"), and its configurations are based upon configurations Hexagon made for Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configuration changes made by Customer are not included in the scope of this SOW and will be the responsibility of the Customer to update.
- This SOW does not include migration of I/CAD to the OnCall product.
- Hexagon shall have timely access to Customer Project staff. Customer shall provide Hexagon, upon request, with access to all data, documents, plans, reports, diagrams, and analyses related to the scope of work and responsibilities of this Project.
- Unless otherwise noted in this SOW, all Documentation, if any, provided by Hexagon under this SOW will only be COTS Documentation and delivered electronically.
- All Hexagon personnel performing remote tasks will be identified and vetted prior to commencement of those remote tasks.

Project Assumptions

- Customer has reviewed the SOW and acknowledges and agrees that only those Software Products Covered Under Maintenance listed in Attachment E will be updated under this SOW to the latest I/CAD MR Update version or be compatible therewith, and all Software Products not listed in Attachment E will not be updated under this Order.
- Unless expressly stated otherwise in this SOW, all Hexagon Activities and Tasks under this SOW will be performed remotely. Changes of Activities or Tasks to on site to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost.
- Customer is on I/CAD 9.4 version ("CAD Current Version").
- Customer is on MPS 9.4 version ("MPS Current Version" and collectively with CAD Current Version, the "Current Version"). This SOW does not include Services for changes to the Current Version if any of the following apply:
 - Changes that were not performed by Hexagon.
 - Changes that were made outside or not recorded in the contract governing implementation of Customer's Current Version
 - Changes that are not covered by Customer's current Support Contract

Hardware and Software Assumptions

- All Software will be electronically delivered.
- Customer shall have current backups of their existing environments.
- This Project contemplates installing the MR Update only on existing hardware and it does not include Services to install the MR Update on new Customer hardware.



System Access

- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate a CPIC query and fingerprinting. To the extent Customer requires Hexagon personnel to undergo such criminal background check, Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a CPIC query and a fingerprint card completed by any Police enforcement agency.
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project.
- Securelink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on their System, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original level of effort and Project Schedule quoted for this update, which in turn may require a Change Order to modify.
- Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time.
- Customer shall provide Hexagon personnel individualized system access credentials and shall provide Hexagon's authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project.

Third-Party Assumptions

- Customer will make every best effort to schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.
- Customer shall maintain, in good working order, all third-party systems that will integrate with Hexagon Software or on which the Hexagon Software depends as part of this Project, except for those systems that are included as Hexagon subcontractors.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.



4. Project Tasks

1. Project Kickoff Meeting

Task Description

The objective of this task is to ensure that all Project assumptions are valid, and all requirements understood prior to beginning any significant work. Hexagon's Project Manager shall initiate the commencement of the Project by contacting Customer to schedule the meeting for the Project Kickoff with Customer's Project Manager and shall provide an Initial Project Schedule reflecting the date of the Project Kickoff Meeting. As part of the Project Kickoff Meeting Task, the Parties' Project Managers shall review the Initial Project Schedule and identify any needed changes. Once the list of changes has been made to update the Initial Project Schedule, the Hexagon Project Manager will provide it to the Customer Project Manager who will have five (5) business days to review and provide any feedback. Upon consent by the Customer Project Manager or expiration of the review period without comments, the updated Initial Project Schedule provided earlier shall become the Project Schedule. From time to time, the Parties' Project Managers may modify the Project Schedule upon mutual written consent.

Task Deliverables

- Kickoff meeting agenda
- Project Schedule and/or Project plan
- Kickoff meeting minutes, to include identified risks and action items

Task Prerequisites

- Agreement/SOW signatures by both Customer and Hexagon and Purchase Order issued (if applicable)
- Hexagon has assigned Hexagon Project Manager
- Customer has assigned Customer Project Manager
- Distribution of SOW to the Project Team

Task Assumptions

- The Hexagon Project Manager will conduct the meeting on-site at Customer's facility
- Some members of the Hexagon Core Team may participate remotely

Hexagon Team Responsibilities

Hexagon shall:

- Review the Project organization, roles, and responsibilities with Customer
- Conduct an overview of the Project, including a review of the SOW, to verify all aspects of the Project approach, per the topics listed above
- Work with Customer to identify and document any potential Project risks
- Provide meeting minutes, documented risks, and action items that affect Project Schedule, resources, and/or the SOW
- Inform Customer of VPN requirements for Project implementation and continued System maintenance



Customer Team Responsibilities

Customer shall:

- Review the SOW and work with Hexagon to verify the Project approach
- Provide location and logistical support for Project Kickoff Meeting
- Provide SMEs and any other resources as recommended by Customer and Hexagon Project Managers
- Provide Hexagon with VPN access and individualized user accounts to Customer's System as appropriate for this Project and continued software maintenance
- Designate and prepare workspace for Hexagon personnel
- Provide Informer Files

Task Acceptance Criteria

This Task is complete at the conclusion of the Project Kickoff Meeting and delivery of Project Kickoff Meeting minutes to the Customer.



2. Customer Supported Task: Virtual Server Creation

Task Description

This task is for creation and configuration of the project VMs. It includes the creation of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admins groups of the servers to provide the implementers the required access for the rest of the Project.

Task Deliverables

- Server configuration documentation
- Ability to login to the various VMs

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
 - Not required if Customer is using SecureLink
- Complete the Server name, IP Address and Service account template provided by Hexagon

Task Assumptions

- All work being performed by Hexagon that requires physical access to the equipment will be performed on site, and those tasks that do not require physical access may be performed remotely at Hexagon's discretion
- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs

Hexagon Team Responsibilities

Hexagon shall:

-
- Configure Hexagon Licensing Servers
-
-
- Answer configuration questions as needed

Customer Team Responsibilities

Customer shall:

- Import VM Templates to vCenter, create the VMs, assign them the required CPU, memory, and disk space to comply with the Public Safety System Specifications document
- Assign the IP Addresses to the VMs



- Join the VMs to the domain
- Apply current Windows updates if Internet connectivity or access to another repository for updates is available
- Provide spreadsheet with server names, IPs, and passwords utilized
- Provide domain level credentials for the vCenter server and join servers to the domain
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the Server Configuration Documentation has been delivered to Customer.



3. SQL AlwaysOn Configuration

Task Description

This task is for creation and configuration of the SQL AlwaysOn Availability group and the underlying Windows Failover Cluster.

Task Deliverables

- Hexagon - Functional SQL AlwaysOn Availability Group
- Customer – Names and IPs associated with the cluster and AlwaysOn availability group.

Task Prerequisites

- Database servers for the project are created and joined to the domain.
- SQL Service account created, and credentials provided to the Hexagon implementer.
- SQL Cluster AD Objects must be pre-staged
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
 - Not required if Customer is using SecureLink

Task Assumptions

- This work will be performed remotely unless the Hexagon implementer happens to be onsite for other tasks.
- Customer is using SQL Enterprise

Hexagon Team Responsibilities

Hexagon shall:

- Create the Failover Cluster and SQL AlwaysOn Configuration

Customer Team Responsibilities

Customer shall:

- Create the SQL Service account meeting the following requirements.
 - It must be a domain level account
 - It should have a complex password
 - The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
 - The account needs full control of the AD Computer objects that will participate in the cluster
 - The account should be a local admin on the DB Servers in the cluster
- Pre-stage the Active Directory SQL cluster objects
 - Reference article <https://technet.microsoft.com/en-us/library/dn466519.aspx>
 - Create the cluster object
 - Grant the service account full control



- Disable the account
- Pre-stage the AlwaysOn Listener
 - Reference Article <http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>
 - Create the object
 - Grant the cluster computer object full control of the listener object
 - You can disable it, but it is not required.
- Provide the cluster name and IP Address(es) to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide the AlwaysOn Listener Name and IP to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the SQL AlwaysOn configuration is complete and staged on the server(s) that will become the production system upon Cutover.



4. Maintenance Release (MR) Update for I/CAD 9.4

Task Description

Hexagon Resources will provide services to install the Updated Version of the Covered Products in Customer's test environment.

Task Deliverables

- Staging of Updated Version in the non-production ancillary environments

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- Customer will have dedicated representatives scheduled and available for contract by Hexagon Resources during testing and working on Defects.
- Hexagon Resource will only install the Updated Version.

Hexagon Team Participation and Responsibilities

- Install the Software Products Covered Under Maintenance listed in Attachment E.
- Update Database and parameters.
- Update product licenses.
- Update the visual studio projects.
- Update current version of I/CAD COTS Interfaces
- Update current MPS configurations for Police and Fire
 - Note: Customizations made to MPS at the request of Customer are done at the risk of Customer as they may not always be applicable in future versions. Prior customizations may no longer be applicable due to enhancements in the COTS product, or newer architecture does not support it. In the event a previous customization is discovered to be incompatible or not applicable, it will be noted and discussed with Customer.
 - There is no guarantee of functional parity between versions. Customer resources with some Hexagon assistance will attempt to copy known and documented customizations to the version of software noted in this SOW, but if the customization was not known prior to the start of the Project and/or not documented properly as to what was done, then Hexagon will not be responsible for that customization or loss of that functionality.

Customer Team Participation and Responsibilities

- Verify all Software Products Covered Under Maintenance listed in Attachment E is accounted for in the provided checklist.
- Provide the latest visual studio projects.
- Provide list of all Customer changes/customizations made to the I/CAD Interfaces since the I/CAD 9.4 Upgrade.

Task Acceptance Criteria

This Task is complete when the Updated Version for the Software Products Covered Under Maintenance listed in Attachment E has been installed.



5. Custom Configuration for Interfaces on Maintenance

Task Description

During this task, Hexagon Resources will update the current version of the Custom Interface(s) configurations on maintenance to the latest I/CAD 9.4 MR version of software. Hexagon will also provide testing support services and move the interface to the production environment once testing is complete.

Requests to configure any new functionality previously not available are not included within the scope of this SOW, and upon request will be priced separately through a new Task Order.

Task Deliverables

- Update the Custom Interface(s) included in the Software Products Covered Under Maintenance listed in Attachment E and identified below:
 - I/Informer Transactions (5) for Mobile Responder

Task Prerequisites

- Maintenance Release Update in Test Environment - Complete

Hexagon Team Participation and Responsibilities

- Update the existing Custom interface(s) noted above to the latest I/CAD MR version

Customer Team Responsibilities

- Provide test connections to external system required for the Project
- If there are any changes that impact the existing Custom interface(s), Customer is responsible for ensuring that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is provided to Hexagon.
- Test and report any errors to Hexagon within five (5) business days of installation on Customer's test System

Task Acceptance Criteria

This task is complete when the Custom Interface(s) configuration has been updated and configured for use with the I/CAD 9.4 Maintenance Release version.



6. Customer Testing of Maintenance Release Update

Task Description

During this Task, Customer will conduct internal validation of the Updated Version and its configuration in a timely manner and report any Defects back to Hexagon via Hexagon's Customer Resource Management (CRM) system within ten (10) business days ("Validation Period") of receiving notification from Hexagon that the Updated Version is ready for testing.

Hexagon Resources make commercially reasonable efforts to ensure prior configurations are carried forward to the Updated Version. That effort notwithstanding, Defects can appear after updating the software.

During update configuration validation, and as a result of Customer being the only party that can fully understand all associated workflows, site-specific configuration decisions, and product customizations as they apply to Customer's operation, Customer is responsible for making sure the I/CAD and MPS Subsystems are acceptable and ready for production use. If the Customer desires additional Services from Hexagon to further configure or modify the Updated Version, those Services may be quoted for a fee.

Nothing in Hexagon's responsibilities herein modifies the Version Limitations provided in the Maintenance Agreement. Consequently, if the Updated Version is outside of the support framework, resolution of Defects may be limited or unavailable.

Task Deliverables

- Customer Testing window

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
 - Maintenance Release (MR) Update for I/CAD has been completed
 - Custom Configuration for Interfaces on Maintenance has been completed

Hexagon Team Participation and Responsibilities

- Answer functionality questions

Customer Team Participation and Responsibilities

- Customer will conduct update configuration validation with support from Hexagon Resources
- Customer will file a Service Request (SR) in Hexagon's (CRM) system for all issues or questions encountered as part of validation. SRs must contain all information required to reproduce the issue being reported. SR's should not be reported until they can be reproduced and the steps to reproduce are documented.
- All SRs filed as part of the configuration testing for the update must have a summary that begins with "UPDATE:" This requirement is intended to ensure the Defect is properly routed to the Hexagon Resource assigned responsibility for addressing Defects.
- Respond in a timely manner to inquiries from Hexagon Resources assigned to work on addressing Defects
- Complete Update Configuration Testing within ten (10) calendar days from the date upon which Hexagon notifies Customer the Updated Version is ready for validation ("Validation Period").



Benton County (BCES), WA
I/CAD Maintenance Release Update

Task Acceptance Criteria

This Task is complete upon completion of the Validation Period.



7. Addressing Defects from the Validation Period

Task Description

During this Task, Hexagon Resources will review Defects filed via Hexagon's CRM system by Customer as a result of Customer validation conducted in the Update Configuration Testing task. Hexagon will address Blocker Defects encountered during or prior to the Validation Period and answer functionality questions Customer has submitted. Permissive Defects shall not preclude completion of the project or be a condition for completion of any Task and will be supported in accordance with the Customer's existing Support Contract.

Addressing Defects is very much a team effort. Hexagon will rely on Customer to report detailed and accurate information about the Defects encountered, which shall include, but not be limited to:

- A complete and accurate description of the Defect
- A complete workflow description that allows the Defect to be reproduced, including any variables required such as unit ID, event location, event type, personnel, date, time etc.
- The name and contact information for the person reporting the Defect

Hexagon Resources will be scheduled to address Defects filed via Hexagon's CRM system after the Updated Version has been configured in the Test environment and documented in the mutually agreed upon Project Schedule.

Task Deliverables

- Address Blocker Defects reported by the conclusion of the Validation Period

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
 - Not required if Customer is using SecureLink.
- Customer will have dedicated representatives scheduled and available for contract by Hexagon Resources during testing and working on errors.
- All Defects will be tracked via Hexagon's CRM system
- Requests for new configuration or testing conducted outside of the Testing Period may require a Change Order to add additional scope/level of effort and modify the Project Schedule accordingly provided that following the completion of the Project and before commencement of a subsequent Project, the Customer may direct its RSA to make alternate configuration changes.

Hexagon Team Participation and Responsibilities

- Address Blocker Defects recorded in the CRM system and respond in a timely manner and in accordance with the Project Schedule

Customer Team Participation and Responsibilities

- Ensure adequate detail is available to aid Hexagon as it addresses Defects recorded by Customer in the CRM system
- Respond to Hexagon questions and requests for information in a timely manner



Task Acceptance Criteria

This Task is complete once the Hexagon implementation team has addressed all valid Blocker Defects encountered during or prior to the Validation Period.



8. Maintenance Release (MR) Update in Production Environment for I/CAD 9.4

Task Description

During this Task, the production environment will be updated to the Updated Version. The production use of the Updated Version is the culmination of the Tasks that comprise this SOW. During this process, the following Activities will be completed:

- Hexagon will Update servers in accordance with standard Update implementation methodology.
- The Customer will then need to update the production workstations with specific instructions from Hexagon.
- Downtime necessary for the update will be minimized as much as possible. Generally, the time a system is unavailable will be a number of minutes, at most. Hexagon will strive to achieve zero downtime, though outside influences such as third-party availability, required connections to third-party vendors, and availability of the Hexagon Product Center or Developer support could cause the time to be longer.

Task Deliverables

- Documentation confirming the Updated Version to the production environment has Cutover

Task Prerequisites and Assumptions

- The following activities must be complete and fully deployed prior to beginning this task:
 - All prior Tasks have been completed
- Hexagon's Project Manager will direct the following Activities:
 - Verify software configuration is ready for production use
 - Work with Customer to ensure the Customer third-party vendors are available to provide support during the production update, if needed
- If the update cannot take place due to issues within the control of Customer and/or Customer's vendor(s), a Change Order may be required to revise Hexagon's scope of services and an update of project schedule.
- Hexagon Services are provided on site.

Hexagon Team Participation and Responsibilities

- Stop all I/CAD and I/CAD interface related services on the existing (old) version of I/CAD, thus shutting down access to the old System
- Update product licenses
- Update Database and parameters
- Roll in new visual studio projects
- Start all the I/CAD and I/CAD interface services on the updated System
- Notify Customer that the updated I/CAD system is ready for production use
- Update ancillary environment(s) as required



- Backup Environment

Customer Team Participation and Responsibilities

- Customer will be responsible for upgrading client workstations to the applicable 9.4 MR Update being installed MR 2023 H2, as directed by Hexagon
- All operators must sign out of the old version of the Hexagon applications they are using and exit the application when indicated by Hexagon implementers
- Stop all use of the existing (old) version of I/CAD including all I/Dispatcher, I/Calltaker, NetViewer, NetDispatcher, Mobile for Public Safety, and other interfaces when indicated by Hexagon implementers

Task Acceptance Criteria

This Task is complete when the Updated Version has been moved to the production use.



5. TERMS AND CONDITIONS

The terms and conditions governing this SOW are set forth in the Agreement.



6. Approval Signature

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED HEXAGON SIGNATURE		
Name:	Tiffany Taylor, North America Finance Director	
Signature:	DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3...	Date: May 20, 2025

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:



Attachment A — Pricing Summary

Product Configuration Listing

Description	Quantity	Unit Net Price	Extended Net Price
CAD Project Services			
I/CAD Maintenance Release Update Services	1	\$289,528.71	\$289,528.71
Total Price			\$289,528.71

Pricing Notes:

- This pricing is valid through June 30, 2025.



Attachment B — Payment Schedule

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon completion of the Project Kickoff Meeting Task 1	35%
Upon completion of Maintenance Release (MR) Update for I/CAD 9.4 Task 4	30%
Upon completion of Addressing Defects from the Validation Period Task 7	30%
Upon completion of Maintenance Release (MR) Update in Production Environment for I/CAD 9.4 Task 8	5%

Payments due hereunder shall be paid in accordance with the terms and conditions set forth in the Agreement.



Attachment C — Initial Project Schedule

Task Name	Duration	Business Days Since Start
Benton County (BCES), WA I/CAD Maintenance Release Update	124.75 days	0 days
Planning Phase		
Project Kickoff Meeting	6 days	20 days
VPN Access	0.1 days	26 days
Obtain Current Informer Files	0.25 days	26.1 days
Staging Phase		
Virtual Server Creation	7.88 days	31 days
Setup and Configure License Server	1 day	34.88 days
Create SQL AlwaysOn	1 day	32.75 days
Configuration Failover Documentation	1 day	33.75 days
Staging Phase Finalization	1.13 days	33.75 days
Configuration Phase		
Database Upgrade	1.38 days	38.88 days
GUI Upgrade	4 days	40.25 days
COTS Interface Upgrade	4.25 days	44.25 days
Law MPS Upgrade	6.5 days	48.5 days
Fire MPS Upgrade	6.5 days	55 days
Custom Configuration Services	7.5 days	61.5 days
Remap Ani/Alf feed to new format	1 day	61.5 days
Testing Phase		
Functional Testing	20 days	69 days
Address Blocker Defects	15 days	89 days
Go-Live Stage		
Cutover Planning	0.25 days	104 days
Propagate to Production	2 days	104.25 days
Cutover Preparation (week prior to Cutover)	1 day	106.25 days
Update Ancillary Environments	6 days	107.25 days
Cutover Support	6 days	113.25 days
Post Cutover Support (Remote)	5 days	119.25 days
Cutover Phase Finalization	0.5 days	124.25 days



Attachment D — Glossary of Terms

Unless otherwise defined herein all capitalized terms shall have the definition ascribed to the term as set forth in the Agreement.

“Blocker Defect” means a Level One Defect.

“CJIS” means most recent Criminal Justice Information Services Security Policy published by the Federal Bureau of Investigation.

“Customer Responsibilities” means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

“Customer Project Manager” means a single duly-authorized Customer representative with the authority and/or responsibility to: (1) approve deliverables, changes, invoices, and other official Project documents; (2) allocate and schedule the necessary Customer resources and facilities required to work on and support the Project; (3) communicate with Hexagon’s Project Manager; (4) coordinate any necessary efforts performed by Customer’s third-party vendors; and (5) provide a single point of contact for coordination with the Hexagon Project Manager.

“Cutover” means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

“Documentation” means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s). Not all of the types of Software Products are provided with Documentation or with similar Documentation.

“Hexagon Project Manager” means Hexagon’s resource who shall be responsible for the following: (1) maintaining Project communications with the Customer Project Manager; (2) managing the efforts of the Hexagon staff and coordinating Hexagon’s activities with the Customer Project Manager; (3) conducting any meetings (if applicable) with the Customer Project Manager; and (4) preparing and submitting Project changes to the Customer Project Manager, as necessary

“Hexagon Resource” means the employees directly employed by Hexagon, as well as individuals and organizations acting as agents on its behalf, and certified partners authorized collaborate with Hexagon in delivering products, services and solutions.

“Maintenance Release Update” or **“MR Update”** means any Upgrade, modified version, new release, fix, patch and/or Update of the Software. Maintenance Release Updates are subject to all the terms and conditions of the EULA provided with User’s then current version of the Software; provided that if a new EULA is delivered with a Maintenance Release Update, acceptance thereof is a requirement for its use.

“Network Infrastructure” means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the System in a manner consistent



with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

“Permissive Defects” means a substantially failed test that would correspond to a Level Two, Three or Four Error (as defined in the Helpdesk website) if the Defect occurred in a live environment.

“Project Assumptions” means assumptions about the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

“Project Team” means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

“Subject Matter Expert” or “SME” means a person(s) who has particular knowledge about a specific topic(s).

“System Administrator(s)” means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

“Updated Version” means the new Maintenance Release Update version of I/CAD and MPS the Customer will operate as a result of completion the tasks set forth in the SOW.



Attachment E — Products Covered Under Maintenance

Qty	Product
1	I/Executive for High Availability - Backup License
1	I/Executive for High Availability - Component
1	I/Executive for High Availability - Test License
4	I/Dispatcher CC (Franklin County Sheriff's Office)
13	I/Dispatcher CC
2	I/Dispatcher CC
19	I/Dispatcher CC - Backup License
10	I/Dispatcher CC - Test License
1	I/Informer CC
1	I/Informer CC - Backup License
1	I/Informer CC - Test License
1	I/Mobile Data Terminal NL
1	I/Mobile Data Terminal NL - Backup License
1	I/MDT for Intergraph Mobile Responder- Comp
1	I/Mobile Data Terminal NL - Test License
2	I/Page NL
2	I/Page NL - Backup License
1	I/Page NL - Test License
1	I/Page NL - Test License
1	I/Tracker - I/CAD NL
1	I/Tracker - I/CAD NL - Backup License
1	I/Tracker NL for Intergraph Mobile Responder- Comp
1	I/Tracker - I/CAD NL - Test License
1	I/Backup NL
50	I/NetViewer CC
50	I/NetViewer CC - Backup License
50	I/NetViewer CC - Test License
10	I/NetDispatcher CC
10	I/NetDispatcher CC - Backup License
5	I/NetDispatcher CC - Test License
1	I/CADLink CC
1	I/CADLink CC - Backup License
1	I/CADLink CC - Test License
1	I/Fire Station Alerting
1	I/Fire Station Alerting CC - Backup License



1	I/Fire Station Alerting CC - Test License
1	I/Fire Station Printing CC
1	I/Fire Station Printing CC - Backup License
1	I/Fire Station Printing CC - Test License
115	Mobile for Public Safety CC
115	Mobile for Public Safety CC - Backup License
115	Mobile for Public Safety CC - Test License
1	Map Administration Utility CC
1	I/Map Editor for ArcGIS NL
1	Intergraph Remote Content Management CC
1	Intergraph Remote Content Management CC - Backup License
1	Intergraph Remote Content Management CC - Test License
1	Xalt - Integration Runtime Engine NL
1	Xalt - Integration Runtime Engine NL - Backup License
1	Xalt - Integration Runtime Engine NL - Test License
100	Intergraph Mobile Responder Client CC - I/CAD
100	Intergraph Mobile Responder Client CC - I/CAD - Backup
100	Intergraph Mobile Responder Client CC - I/CAD - Test
1	Intergraph Mobile Responder Server CC - I/CAD
1	Intergraph Mobile Responder Server CC - I/CAD - Backup
1	Intergraph Mobile Responder Server - I/CAD CC - Test
1	I/Informer Transactions (5) for Mobile Responder
1	Custom Services for I/Informer-Image Support DL Person Image
1	Custom services for I/Informer-Nested Query
1	OFML Development Services
1	PulsePoint CAD Xalt Interface
1	PulsePoint CAD Xalt Interface - Backup
1	PulsePoint CAD Xalt Interface - Test
1	Axon CAD Xalt Interface
1	Axon CAD Xalt Interface - Backup
1	Axon CAD Xalt Interface - Test



Attachment F — Bill of Materials for Subscription Licenses - I/CAD Maintenance Release Update

The following subscription Test licenses will be utilized during the I/CAD Maintenance Release update project. The subscription Test licenses will be valid for up to a twelve (12) month period during the project. These subscription Test licenses are solely for nonproduction use and their inclusion creates no entitlement to them outside of this stated purpose.

The subscription Test licenses will remain on Customer's non-production ancillary environment for the duration of the I/CAD Maintenance Release update project, the conclusion of which, Hexagon will discontinue the subscription.

Part Number	Description	Qty
IPS0001HATSTSU	I/Executive for High Availability - Subscription - TST	1
IPS0002TSTSU	I/Dispatcher CC - Subscription - Test License	19
IPS0004TSTSU	I/Informer CC - Subscription - Test License	1
IPS0009TSTSU	I/Mobile Data Terminal NL - Subscription - Test License	1
IPS0012TSTSU	I/Page NL - Subscription - Test License	2
IPS0015TSTSU	I/Tracker - I/CAD NL - Subscription - Test License	1
IPS0035TSTSU	I/Backup NL - Subscription - Test License	1
IPS0042ITSTSU	I/NetViewer CC - Subscription - Test	50
IPS0045ITSTSU	I/NetDispatcher CC - Subscription - Test	10
IPS0051TSTSU	I/CADLink CC - Subscription - Test License	1
IPS0052TSTSU	I/Fire Station Alerting CC - Subscription - Test License	1
IPS0080TSTSU	Mobile for Public Safety CC - Subscription - Test License	115
IPS0082TSTSU	Map Administration Utility CC - Subscription - Test License	1
IPS0084TSTSU	I/Map Editor for ArcGIS NL - Subscription - Test License	1
IPS1183TSTSU	Intergraph Remote Content Management CC - Subscription - TST	1
IPS3042-TSTSU	Xalt - Integration Runtime Engine NL - Subscription - TST	1
IPS3204TSTSU	Intergraph Mobile Responder Client CC - I/CAD - SU - Test	100
IPS3206TSTSU	Intergraph Mobile Responder Server - I/CAD CC - SU - TST	1