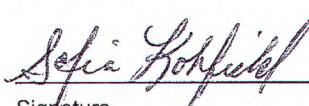


SECO COUNTY Equipment Contract SFY 2022/23
CONTRACT FACE SHEET

1. Contractor Name and Address: Island County Emergency Services Communications Center 840 SE Barrington Drive, Oak Harbor WA 98277	2. Contract Amount: \$136,843	3. Contract Number E22-302	
4. Contractor's Contact Person, phone number: Sofia Kohfield / 360.675.3752 Sofia@icom911.org	5. Contract Start Date July 1, 2021	6. Contract End Date August 15, 2023	
7. MD Program Manager/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov	8. Unique Entity Identifier Number (UEI #): KDMTGQSAF5V5	9. UBI # (state revenue): 601-458-986	
10. Funding Authority: Washington State Military Department and State 911 Funds			
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 79282 / NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-1624655
15. Service Districts: (BY LEGISLATIVE DIST): 10th (BY CONGRESSIONAL DIST): 2nd	16. Service Area by County(ies): Island County	17. Women/Minority-Owned, State Certified? <input type="checkbox"/> N/A <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, OMWBE #	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: <i>This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for certain eligible, approved, and incurred equipment expenses as described in WAC 118-66 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).</i>			
IN WITNESS THEREOF, the COUNTY and CONTRACTOR (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F) govern the rights and obligations of the Parties to this Contract.			
In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ul style="list-style-type: none"> (a) Applicable State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) Any other provisions of the Contract incorporated by reference. 			
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.			
WHEREAS, the Parties hereto have executed this Contract on the day and year last specified below.			
FOR THE COUNTY:		FOR THE COUNTY:	
<hr/> Signature Melanie Bacon, CHAIR Island County Board of Commissioners		 Signature Sofia Kohfield, Executive Director Island County Emergency Communications Services Center (ICOM 911) 7/10/22	

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

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

II. KEY PERSONNEL:

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

COUNTY:		CONTRACTOR:	
Name	Jill Johnson	Name	Sofia Kohfield
Title	Commissioner	Title	Island Co. Emergency Communications Services Center (ICOM 911)
E-Mail	jill.johnson@islandcountywa.gov	E-Mail	Sofia@icom911.org
Phone	360.679.7354	Phone	360.675.3752

III. ADMINISTRATIVE REQUIREMENTS:

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

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

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

- A. RCW 38.52.540(1) provides that funds from the state E911 Account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding; and
- F. WAC 118-66-045 describes WSP eligibility for funding; and

G. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

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

A. Consistent with the statutes and regulations cited herein, this Contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the CONTRACTOR, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing; (2) 911 basic service; and (3) capital items. Payment for 911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66. In the event of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, will be transferred to the individual counties, on a pro rata basis. This Contract contains one category of eligible expenses:

1. Equipment expenses are only reimbursed pursuant to this Contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the SECO Policies and set out in Section VII D of this Contract. Equipment funding is only available when the COUNTY has:
 - a. Imposed the maximum county enhanced 911 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2); and
 - b. Expended its local revenue on eligible 911 expenses and needs additional reimbursement assistance to meet its eligible operational expenses; and
 - c. Eligible enhanced 911 expenses as described in WAC 118-66-040; and
 - d. A 911 system that is completely enhanced for wireline and wireless 911 services.

B. Expenses.

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

2. Ineligible Items:

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the equipment of the 911 System, are not eligible for state financial assistance or reimbursement under this Contract.

3. Expense Documentation and Approval:

- a. CONTRACTOR must submit documentation of eligible expenses to the COUNTY, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
- b. CONTRACTOR must submit eligible Expense Reports and/or requests for reimbursement (including additional hard copy documentation required by an "Action Plan" due to audit findings), so they are received by the COUNTY by the last day following the month in which payment was made;
- c. Expenses contained in Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;

- d. Expense Reports will be processed in the order received by the COUNTY;
- e. The COUNTY may request additional documentation and/or information from the CONTRACTOR pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. Prior to purchasing or leasing any equipment or software, CONTRACTOR must submit a written quote to the COUNTY for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the COUNTY.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the COUNTY to the CONTRACTOR shall only be made as reimbursement for eligible expenses approved by the COUNTY and incurred between **July 1, 2021, and June 30, 2023** (the Performance Period). Work started prior to July 1, 2021, and/or not complete by June 30, 2023, will be considered outside the Performance Period and therefore not eligible for reimbursement. The CONTRACTOR shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. Local Funding:** The CONTRACTOR warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the CONTRACTOR will not request, receive, or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines. The CONTRACTOR further warrants that it will not request, receive, or expend funds under this Contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. Use of Funding:** The CONTRACTOR warrants that the funds provided by the COUNTY, as described in the Budget attached as Attachment E, shall be used by the CONTRACTOR solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred during the Performance Period.
- C. Consolidation:** If the CONTRACTOR receives funds under this Contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the CONTRACTOR warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this Contract. Failure to comply with this requirement requires the CONTRACTOR to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. SECO 911 Policies:** The CONTRACTOR agrees to abide by all of the following SECO Policies, as written and/or amended, available at the SECO Laws and Regulations website and incorporated by reference:
 - SECO County/WSP Communications Equipment Contract/Federal Grant Policy (PDF);
 - SECO Statewide Services Support Policy (PDF);
 - SECO Salaries and Benefits Summary (PDF).
- E. Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the CONTRACTOR shall submit invoice vouchers (Form A-19) to the COUNTY requesting reimbursement for expenses. The CONTRACTOR agrees to use forms and/or systems provided by the COUNTY for necessary reports. In addition to any reports as may be required elsewhere in this Contract, the CONTRACTOR shall prepare and submit the following reports to the COUNTY's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Expense Reports	1	No later than 30 days following the end of the month
Mid-Year Budget Review	1	January 31, of each year
SECO Equipment Grant – Quarterly Progress Report	4/8	Required quarterly (every three months)
Final Reimbursement Request	1	July 31, 2023

All contract work must not start prior to July 1, 2021, and must be delivered, installed, completed, and accepted by June 30, 2023. The CONTRACTOR may submit the final report by July 31, 2023, as described above. Final billing not received by July 31, 2023, will not be processed.

- F. Reallocation of Funds:** The CONTRACTOR is allowed to reallocate funds within the equipment category as needed. Budget categories are as specified or defined on the budget sheet of the Contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- G. Compliance with Law:** The CONTRACTOR will comply with all state and federal laws applicable to counties.
- H. Equipment Management:** All equipment purchased under this Contract by the CONTRACTOR will be recorded and maintained in the CONTRACTOR's equipment inventory system.
 - 1. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the CONTRACTOR.
 - 2. The CONTRACTOR shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment, including any and all liability rising for the equipment's use. The CONTRACTOR shall develop an appropriate maintenance schedule and procedure to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state 911 Account.
 - 3. The CONTRACTOR shall maintain equipment records that include the following: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment; the property's title holder; the acquisition date; the cost of the equipment; the location, use, and condition of the equipment at the date the information was reported; and disposition data, including the date of disposal and sale price of the property.
 - 4. Records for equipment shall be retained by the CONTRACTOR for a period of six years from the date of the equipment's disposition, replacement, or transfer. If any litigation, claim, or audit commences before the expiration of the six-year period, the records shall be retained by the CONTRACTOR until all litigation, claims, or audit findings involving the records have been resolved.
 - 5. The CONTRACTOR shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the CONTRACTOR to determine the cause of the difference. The CONTRACTOR shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the CONTRACTOR.
 - 6. The CONTRACTOR shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated, and a report generated and sent to the COUNTY.
- I. Responsibility for Project/Statement of Work/Work Plan:** While the COUNTY undertakes to assist the CONTRACTOR with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the CONTRACTOR. The COUNTY accepts no responsibility to the CONTRACTOR, or to any third party, other than as is expressly set out in this Contract. The responsibility for the design, development, construction, implementation, operation, and maintenance of the project, as these phrases are applicable to this project, is solely that of the

CONTRACTOR, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

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

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

VIII. 'THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the COUNTY will reimburse the CONTRACTOR up to the maximum of **\$136,843**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO County Communications Equipment Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the CONTRACTOR will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the COUNTY has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the COUNTY will provide ESINet services to the CONTRACTOR within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract, the following terms shall have the meanings set forth below:
 - a. **“DEPARTMENT”** shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. **“COUNTY/WSP”** shall mean the named county or the Washington State Patrol Communications Division performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY/WSP as permitted under the terms of this Contract.
 - c. **“Subcontractor”** shall mean one, not in the employment of the COUNTY/WSP, who is performing all or part of those services under this Contract under a separate contract with the COUNTY/WSP. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.
 - d. **“PSAP”** means Public Safety Answering Point as defined in WAC 118-66.
 - e. **“WAC”** is defined and used herein to mean the Washington Administrative Code.
 - f. **“RCW”** is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the COUNTY is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the COUNTY 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 COUNTY and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY’s reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, “data” includes all information that supports the findings, conclusions, and recommendations of the contractor’s reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the COUNTY.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** (also referred to as the “ADA”) and its’ implementing regulations at 28 CFR Part 35. The 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.
- 5) **ATTORNEY’S FEES:** Except as provided in the section entitled “Recapture Provisions”, in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney’s fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The CONTRACTOR shall comply with, and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics laws

and policies; Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the COUNTY may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The CONTRACTOR is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties and any oral understanding or agreements shall not be binding.
- 8) **COUNTY NOT EMPLOYEE OF DEPARTMENT:** The CONTRACTOR, and/or employees, subcontractors or agents performing under this Contract, are not employees or agents of the COUNTY in any manner whatsoever. The CONTRACTOR will not be presented as nor claim to be an officer or employee of the COUNTY or of the State of Washington for any reason, 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 COUNTY or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the CONTRACTOR is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the COUNTY, or its ESINet provider, for any purpose not directly connected with the administration of the COUNTY's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the COUNTY or as required to comply with RCW 42.56, the Public Records Act, or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the CONTRACTOR, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The CONTRACTOR, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The CONTRACTOR agrees to defend, hold harmless, and indemnify the State of Washington and the COUNTY, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, including the performance of any subcontractor(s).
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the CONTRACTOR shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The COUNTY will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the CONTRACTOR, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the CONTRACTOR shall deliver to the COUNTY certificates of insurance reflecting that the CONTRACTOR has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The COUNTY and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the COUNTY and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as

provided in RCW 4.92.130. CONTRACTOR hereby notifies the COUNTY that as a County Government of the State of Washington and in accordance with Washington law, CONTRACTOR has full loss coverage for itself, its officers, employees, and agents, through self insurance and/or the purchase of insurance. Upon the COUNTY's request, CONTRACTOR will provide the COUNTY with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.

- 15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the COUNTY or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.
- 18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the COUNTY may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 20) **NONDISCRIMINATION:** During the performance of this Contract, the 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, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. 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, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.
- 21) **RECAPTURE PROVISION:** In the event the CONTRACTOR fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within thirty (30) days of demand.

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

22)

RECORDS, MONITORING AND AUDIT ACCESS:

- a. The CONTRACTOR shall perform under the terms of the Contract, and the COUNTY may conduct reasonable and necessary monitoring of the COUNTY's performance.
- b. To permit such monitoring, 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 COUNTY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- c. The CONTRACTOR will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- d. The COUNTY or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
- e. The CONTRACTOR shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the COUNTY that are pertinent to the intent of this Contract.

23)

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

24)

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

25)

TERMINATION:

- a. If, through any cause, the CONTRACTOR or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the CONTRACTOR or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the CONTRACTOR describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the COUNTY shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the COUNTY reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the CONTRACTOR from incurring additional obligations of funds.

- c. Reimbursement for eligible expenses incurred by the CONTRACTOR prior to the effective date of such termination shall be as the COUNTY reasonably determines.
 - d. The COUNTY may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The CONTRACTOR is required to provide to the COUNTY copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this Contract will be owned by the CONTRACTOR unless otherwise specified by the funding source. The CONTRACTOR shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator, and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY EQUIPMENT CONTRACT - SFY2022/23
July 1, 2021 – June 30, 2023

BASIC LEVEL OF OPERATING SERVICES

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

EQUIPMENT

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

SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE		
ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
S1	Customer Premise Equipment (CPE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future NG911 Technology requirements.
S1.2	CPE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle.
S1.3	CPE Server	Replacement of CPE system call processing server at the backroom CPE, based on a five-year life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Capped at \$500 per approved PSAP call receiver workstation, based on a five-year life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call receiver workstation. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Data migration to new mapping platform/software	Migration to new mapping platform or software is capped at \$15,000 per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle. <i>For stand-alone systems, only.</i>
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a five-year life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries, to include an entire battery bank.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 MSAG/Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Calculated at \$10,000 (per contract year).
B8	Instant Call Check	Equipment that records 911 call conversations for immediate playback on demand. One per approved PSAP call receiver workstation, telephone only (i.e. no radio) may be part of CPE system.

B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Capped at \$500 per approved PSAP call receiver workstation based on five-year life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 call data into reports and statistics.
B11	Call Detail Recorder or Printer	Purchase or lease and installation of the hardware and software components required to support the call detail recorder or printer.
C1	Logging Recorder for 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation based on a five-year life cycle.
C2.4	CAD Server	Replacement of CAD call processing server based on a five-year life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment is capped at \$1,000 per approved PSAP call receiver workstation, based on a five-year life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support 911 telephone services for back-up purposes. Shall not exceed \$40,000 and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software necessary to integrate master clock signaling to the PSAP's electronic systems.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment is capped at \$15,000 per approved call receiver workstation with a ten-year life cycle.

BUDGET SHEET
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
July 1, 2021 – June 30, 2023

	SFY2022/23
Capital Equipment	\$ 171,053
CONTRACTOR Match Amount	\$ 34,210
TOTAL CONTRACT NOT TO EXCEED	\$ 136,843

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
 July 1, 2021 – June 30, 2023

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

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

Signature (name and title)

Date

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

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION ISLAND COUNTY	DATE SUBMITTED
PROJECT DESCRIPTION FY22-23 SECO Equipment Contract	CONTRACT NUMBER E22-302

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Melanie Bacon	Board of Commissioners, CHAIR Term: 1/1/2021 - 12/31/2024
	Jill Johnson	Board of Commissioners Term: 1/1/2021 - 12/31/2024
	Janet St. Clair	Board of Commissioners Term: 1/1/2019-12/31/2022
2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Melanie Bacon	Board of Commissioners, CHAIR Term: 1/1/2021 - 12/31/2024
	Jill Johnson	Board of Commissioners Term: 1/1/2021 - 12/31/2024
	Janet St. Clair	Board of Commissioners Term: 1/1/2019-12/31/2022
3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Melanie Bacon	Board of Commissioners, CHAIR Term: 1/1/2021 - 12/31/2024
	Jill Johnson	Board of Commissioners Term: 1/1/2021 - 12/31/2024
	Janet St. Clair	Board of Commissioners Term: 1/1/2019 - 12/31/2022

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