



Agenda
Benton County Emergency Services Executive Board
Thursday, July 25, 2024 ~ 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) Voting Members: 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. Voting Members: All voting members.

1. Approval of the Draft June 27, 2024 Benton County Emergency Services Executive Board Regular Meeting Minutes
 - Jon Amundson, City Manager

Director's Report:

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

Items of Business:

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

3. Tower Analysis for Microwave Project - Re-Vote
 - Jay Atwood, BCES Executive Director

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

4. EFSEC Contract E25-044 - 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. E911 Coordinator Professional Development (CPD) Contract E25-003 - Approval
 - Jay Atwood, BCES Executive Director

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

Benton County Microwave System (Approved by Motion): Voting Members: Cities of Kennewick and Richland; Benton County - 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: 7/25/2024

Agenda Category: Consent Calendar:

Prepared By: Jon Amundson, City Manager

Subject:

Approval of the Draft June 27, 2024 Benton County Emergency Services Executive Board Regular Meeting Minutes

Recommended Motion:

Summary:

DRAFT minutes from the June 27, 2024 Benton County Emergency Services Executive Board regular meeting are presented for the Board's consideration and approval.

Fiscal Impact:

Attachments:

- I. 072524, June 27, 2024 DRAFT BCES Meeting Minutes



MINUTES – June 27, 2024 - 7:30 AM
BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD
REGULAR MEETING
Richland City Council Chambers ~ 625 Swift Blvd
Richland, WA 99352

Call to Order

The meeting was called to order at 7:31 a.m. by Chair Jon Amundson.

Attendance

Members

| | |
|---|---------------------------------------|
| Michael Alvarez | Benton County (2 Votes) |
| Stephen Bauman | Franklin County (2 Votes) |
| Erin Erdman | City of Kennewick (2 Votes) |
| Adam Lincoln <i>(Arrived after Roll Call)</i> | City of Pasco (2 Votes) |
| Jon Amundson | City of Richland (2 Votes) |
| Rachel Shaw | City of Prosser (1 Vote) |
| Brent Gerry | City of West Richland (1 Vote) |
| Paul Carlyle <i>(In for Lonnie Click)</i> | Benton County Fire Districts (1 Vote) |

Absent

| | |
|--------------|---------------------------------------|
| Bill Reed | City of Benton City (1 Vote) |
| Lonnie Click | Benton County Fire Districts (1 Vote) |

Also Present: BCES Executive Director Jay Atwood; SECOMM Manager Kim Lettrick; SECOMM Manager Aimee Fournier-Plante *(Remote)*; BCEM Manager Deanna Davis; BCES IS Manager Doug deGraaf; Accounting Specialist Jordan George; Administrative Assistant/Board Secretary Carole Cimrhakl

Other Attendees: Benton County Deputy Administrator Matt Rasmussen *(Remote)*; Franklin County IS Director Liz Cupples *(Remote)*; Franklin County IS Assistant Director Beau Beckley; Franklin County Telecommunications Engineer Michael Namchek; Benton County Sheriff Commander Mat Clarke; Kennewick Police Chief Chris Guerrero; Kennewick Director of Management Services Christina Palmer; Kennewick IT Director Cody Lewis; Kennewick Assistant IT Manager Tracy Troutman; Kennewick IT Business Analyst Kandy Gonsalves; Richland Fire Chief Tom Huntington; Richland Assistant City Manager Drew Florence; West Richland Police Chief Thomas Grego; Prosser Police Chief John Markus *(Remote)*; Connell City Administrator Cathleen Koch

Approval of Agenda

BRENT GERRY MOVED AND MICHAEL ALVAREZ SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 13-0.

Public Comments

There were no public comments.

Approval of Consent Calendar

1. Minutes – Jon Amundson

Approve the DRAFT Minutes of the Benton County Emergency Services Executive Board Regular Meeting held May 23, 2024.

ERIN ERDMAN MOVED AND MICHAEL ALVAREZ SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR. ALL WERE IN FAVOR. MOTION CARRIED 13-0.

Director's Report

2. Manager's Report – Jay Atwood

Four new candidates, two of which were lateral hires (Umatilla and Columbia Counties) began their training May 28. They are progressing well and are in the call receiving portion of training. Seven candidates are certified on the eligibility list; twelve are in the pre-hire process. SECOMM will have eleven vacancies after three new hires begin on July 8. One employee has recently gone on FMLA, another is leaving in September for maternity leave. Another is staying hopefully through August and will then transfer to another communications center. We're looking at starting another academy in mid to late September.

One internal candidate and one external candidate have been selected to fill the two open supervisor positions. Michelle Cooper comes to us from Seattle's Police Department where she has over twenty years of experience filling different positions. Samantha Letourneau is currently a Certified Training Officer (CTO), working part-time within the department.

BCES Emergency Management Manager Deanna Davis has been busy with the Lineage Logistics fire, following up with the residents and addressing air quality issues.

Many of the systems on Red Mountain are in the process of commissioning and the final tower inspection is coming up. Motorola has already installed some equipment. We are waiting on some microwave equipment that will connect BCES to the tower. It's anticipated to arrive mid-August. We remain on-track for the site to be turned up in August. The road project is on hold until the site is established to prevent additional delays.

A radio coverage discussion will be held at the July 11th Strategic Advisory Team (SAT) meeting. Motorola has provided a coverage overview and suggested locations for tower sites. These findings will be shared with the SAT to get their feedback on coverage needs based on that analysis.

Motorola will be on site with Microwave Networks (MNI) to do site visits at all the tower sites the week of July 8th to verify the readiness of the sites and the equipment for the microwave project.

Items of Business

Benton County Emergency Services (BCES)

3. Benton County Emergency Services Equipment Disposals - Approval

Disposal and or transfer of BCES property that is at end of life or is no longer supported and no longer in service within BCES. The inventory will be disposed of according to City of Richland policy.

STEPHEN BAUMAN MOVED AND BRENT GERRY SECONDED THE MOTION TO APPROVE THE EQUIPMENT DISPOSALS AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 13-0.

Benton County Emergency Management (BCEM)

4. Energy Facility Site Evaluation Council (EFSEC) Contract #E24-002 Amendment I – Approval
The amendment reallocates unexpended grant funds in the amount of \$52,000 into Goods and Services from Salaries, Benefits and Travel. The unexpended funds were due to cost savings from a position vacancy. The funds will be used for equipment upgrades in the BCES Emergency Operations Center, security programs, software and public education supplies.

MICHAEL ALVAREZ MOVED AND ERIN ERDMAN SECONDED THE MOTION TO APPROVE AMENDMENT I TO EFSEC CONTRACT #E24-002 TO MOVE UNEXPENDED SALARIES, BENEFITS AND TRAVEL FUNDS INTO THE GOODS AND SERVICES LINE ITEM IN THE AMOUNT OF \$52,000 AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS. ALL WERE IN FAVOR. MOTION CARRIED 8-0.

Southeast Communications Center (SECOMM)

800MHz System

Benton County Microwave System

5. Tower Analysis for Microwave Project – Approval
Approve tower analysis proposed by Northwest Tower Engineering for the Microwave MPLS System Project in the amount of \$84,000 using current microwave reserves.

Motorola requested the City of Richland on behalf of BCES, contract directly with Northwest Tower Engineering for the tower analysis due to Motorola's lengthy process of adding a new vendor. Doing so will also allow for the work to be completed in less time. The cost of the tower analysis is \$84,000 and is included in Motorola's bid. Motorola will reduce the contract by the same amount should we agree to contract directly with Northwest Tower Engineering.

STEPHEN BAUMAN MOVED AND BRENT GERRY SECONDED THE MOTION TO APPROVE THE TOWER ANALYSIS PROPOSAL BY NORTHWEST TOWER ENGINEERING FOR THE MICROWAVE MPLS SYSTEM REPLACEMENT IN THE AMOUNT OF \$84,000 AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS. ALL WERE IN FAVOR. 6-0.

Strategic Advisory Team (SAT)

BCES/BiPIN Consolidation

Discussion Items

1. 800MHz

Motorola presented their coverage analysis for the expansion of the current 800MHz system. To ensure blanket coverage at 95%, they suggested three more sites around the periphery of both counties and additional sites in the downtown areas of Richland and Kennewick. Findings will be presented at the July SAT meeting to get their feedback. Results of that meeting will be provided to Motorola for inclusion in their final budgetary proposal which is expected by the end of August. The proposal will include full engineering and full costs for all sites desired. Their final proposal is expected no later than the end of October which should keep us on track to have an approved and executed contract by the end of 2024. Updates will be provided at each executive board meeting. It was noted that the interlocal agreement will need to be addressed again to add language that would allow us to attain capital funding.

2. Independence Timeline

Richland Assistant City Manager Drew Florence shared that he and BCES Executive Director Jay Atwood have made several presentations on BCES history to multiple governing bodies, and he feels it has been highly successful and well received. It appears there is a lot of interest in moving BCES towards independence. Holdbacks are the cost of operations and the division/donation of assets. Each organization will need to produce a list of assets they believe they own that would likely be transferred to the new independent BCES. He noted there's no way the division of assets will be equal for many reasons, adding that this is likely the largest obstacle to overcome. He proposed that Jay work with each board member and their respective staff to develop the framework needed to develop a strategy forward.

Adjournment

The meeting adjourned at 8:06 a.m.

APPROVED:

ATTEST:

Jon Amundson, BCES Executive Board Chair

Carole Cimrhaki, BCES Board Secretary

Date Approved: _____

Date Published: _____



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 7/25/2024

Agenda Category: Director's Report

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Manager's Report

Recommended Motion:

Summary:
Monthly updates from Benton County Emergency Services Management

Fiscal Impact:

Attachments:
I. 062724 Management Report



BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD MANAGER'S REPORT – Thursday, June 27, 2024

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

May 2024 Statistical Information

9-1-1 Calls = 11,270

Text to 911 = 69 Sessions (706 messages sent back and forth between dispatch and text initiators)

Non-Emergency = 14,224

Law Enforcement Events = 26,959

Fire/EMS Events = 3,306

Training

We are currently training four new call receivers; two are lateral hires from different agencies, and two are brand new to the industry. They are expected to finish training on the calls phase in mid-August. Another class will begin July 8th with three new call receivers. Their expected finish date for the calls phase is anticipated to be late September. There will be one more call receiver group to begin training September 23rd.

We are hoping to begin a process in August for employees who are interested in becoming Communications Training Officers (CTO's). The CTO group recently met to discuss how the process would work and who will be involved. The plan is to have employees selected to begin CTO training in the fall. This will be presented to the labor union for review of the change in procedure.

BCES Training and Employee Development Manager Aimee Fournier-Plante is exploring options for continuing education now that mandatory state certification for public safety telecommunicators is imminent, with a potential start date of January 2025. The requirement will be 24 hours of continuing education for each dispatcher to retain their certification status. The state will have some parameters around what types of training will meet the requirement for continuing education, which will be available towards the end of the year. In the meantime, Aimee has found an APCO program that will cost approximately \$5,000 per year for continuing Emergency Medical Dispatch (EMD) education. She has reached out for a quote from Police Legal Sciences for their dispatcher training module and she has located additional no-cost options to supplement training throughout the year.

Benton County Emergency Management (BCEM) – Deanna Davis

Response Activities

Emergency Management Manager Deanna Davis attended the Town Hall meeting in Finley on May 29th for the Lineage Logistics fire. Deanna was not a panel member participant but was available for questions from residents.

The CodeRED system was used to notify Finley residents of the availability of N95 masks, box fans/filters and air purifiers at Finley High School on May 30th and again on June 2nd.

Deanna is attending weekly meetings on the status of the clean-up progress for the Lineage Logistics Warehouse fire. The meetings include participants from Benton Franklin Health District, Benton County Officials, Benton County Fire District #1, and Lineage Logistics.

Benton Franklin Health Department has a link on their website to check the status of the Lineage Logistics fire. Real-time air quality monitoring can be checked via the [airnow.gov](https://fire.airnow.gov/) site at <https://fire.airnow.gov/>. There have been additional 24/7 air monitors placed in the Finley area to monitor (particulate matter) air quality surrounding Lineage Logistics Finley site.

Other EM Activities

On June 6, Benton County Emergency Management (BCEM) sent the Required Monthly Emergency Alert System Test (EAS). They also hosted the Benton-Franklin Local Emergency Planning Committee (LEPC) meeting on June 6.

BCEM and partner agencies participated in the inaugural Community Emergency Planning Assessment (CEPA) with Washington State Emergency Management on June 12. CEPA is a standardized, repeatable process used to collect county specific data regarding overall preparedness and capabilities. It consists of an in-person meeting involving local emergency management stakeholders and subject matter experts discussing county capabilities, concerns, strengths, gaps, and more. The process will assist the state in preparing the annual state preparedness report that goes to the governor. – A big thank you to all who assisted with this process.

Training

On June 12, BCEM and the Department of Health Office of Radiation Protection provided Emergency Worker and Radiation training to Benton County Fire Protection District #1. This training provides basic information on radiation safety and radiation detection equipment use.

BCEM in partnership with the National Weather Service- Pendleton provided a Storm Spotter Training on June 13. There were 22 participants at the training.

BCEM in partnership with Franklin County Emergency Management (FCEM) will provide Incident Command System Training -ICS 100/200/700/800 to the Benton-Franklin Posse Volunteers on June 21, 2024.

Benton County Emergency Services Information Systems (BCES IS) – Doug deGraaf

GIS/SECOMM

Map Roll 162 went live with 85 new address points and 5 new/extended road segments.

GIS/CAD Technician Michael Mendez completed 4 records requests to include: a request from Pasco GIS for Pasco Fire District (PFD) event data from 2023, a PFD request for maps and data about previous station zone areas prior to 85 going live, a BCES Public Records request for Fire Districts (FD) coverage

areas for 9 fire departments, and a request by Prosser Police Department (PRPD) for assists from a 12-month period at specific intersections.

Michael completed 2 ESRI training courses.

Technical Systems Coordinator Craig Hamilton and IS Manager Doug deGraaf met with Pasco Fire to discuss and demonstrate the differences between Mobile for Public Safety (MPS) and Mobile Responder (MR). Pasco Fire wanted to understand the differences between the full Windows application vs the Android/iOS application.

800MHz/P25/Microwave

Motorola has installed the radio equipment and antennas at the Red Mountain site. The DC power system was partially installed and will be completed before the end of the month. The propane tank was filled. The Generator will be commissioned towards the end of June. Microwave Networks has a delay on the radio equipment. It should arrive at the beginning of July and will be installed at such time. Once the Microwave equipment is installed, Motorola will bring the radio equipment online and begin its initial testing. Summit has some additional grounding on the fence to complete towards the end of June.

BCES IT and Franklin County IT will be meeting with Motorola and Microwave Networks Inc. (MNI) to perform final site walks during the week of July 8th to ensure equipment lists are finalized before the Microwave equipment is ordered.

BCES, Richland Radio Shop, Richland Fire and Franklin County IT have met with Motorola to review initial coverage maps based on the Federal Engineering (FE) Report. Motorola is currently working on developing a high level budgetary to provide to BCES based on the coverage analysis and requirements based on the FE report.

BCES, ATT FirstNet and Harris further tested Harris LTE radios. The radio tests worked better than prior testing, however there was about a 5% failure rate where the LTE radios would not key up into the VHF radio system. Harris indicated future software updates may help resolve some of these issues.

BCES

BCES IT and Cerium Networks have scheduled July 24th at 4AM PST to complete/re-engage the installation of Cisco Core Networking equipment and the second Dell VXRail/VMWare systems. Following the installation of these systems, the migration from the aged Nutanix infrastructure will be complete.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 7/25/2024

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

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Tower Analysis for Microwave Project - Re-Vote

Recommended Motion:

Approve the tower analysis proposal by Northwest Tower Engineering for the Microwave MPLS system in the amount of \$84,000 using Microwave reserves and authorize staff to make the necessary budget adjustments.

Summary:

The tower analysis proposal by Northwest Tower Engineering for the Microwave MPLS system was presented at the June 27, 2024, regular BCES Executive Board meeting. This proposal was originally included on the agenda under Benton County Microwave System Business. Members eligible to vote on this item are the cities of Kennewick and Richland and Benton County. The proposal was motioned by Franklin County Commissioner Stephen Bauman and seconded by West Richland Mayor Brent Gerry, making it invalid under the current interlocal agreement.

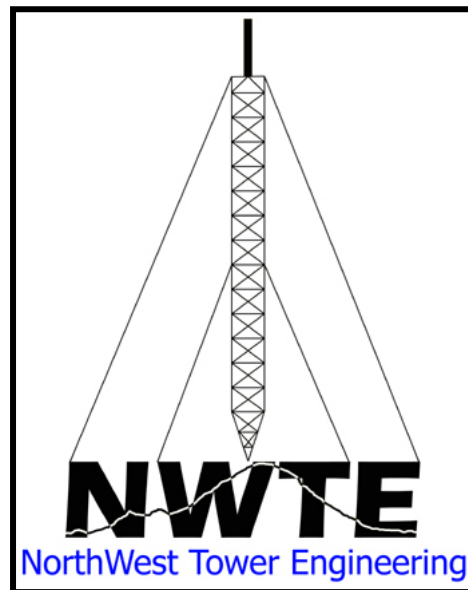
As the City of Pasco and Franklin County are partners in the Microwave project along with the cities of Kennewick and Richland and Benton County, they should be included as voting members. To correct this, the proposal is being brought back for consideration under Benton County Emergency Services business.

Fiscal Impact:

The tower analysis proposal by Northwest Tower Engineering is \$84,000 and will be funded using Microwave reserves. The Microwave reserve is currently \$155,588. The new reserve amount will be \$71,588. Motorola will reduce the contract amount for the Microwave MPLS system replacement project by \$84,000 since we are contracting directly with Northwest Tower Engineering on their behalf. There is no fiscal impact to the user agencies.

Attachments:

- I. 062724 Benton Franklin County Proposal Richland, WA SV Analysis 2024



Benton Co. & Franklin Co., WA (14) Self Support Tower Tower Mapping & Analysis

(Benton County Emergency Services)

June 5, 2024
Proposal Number: 242111.01

(Proposal is valid from 90 days of issue.)



NorthWest Tower Engineering

MSI

Proposal No. 242111.01

June 5, 2024

June 5, 2024

BCES
Doug deGraaf
IS Manager
Mailing: 625 Swift Blvd, MS-36 | Richland, WA 99352

Re: Proposal # 242111.01 – Tower Mapping and Structural Analysis of (14) Self Support Towers, Benton and Franklin County, WA

Dear Doug,

In response to your inquiry, NorthWest Tower Engineering, PLLC (NWTE) is pleased to submit the following proposal to perform mapping and structural analysis for the towers at the project site locations listed in the attached spreadsheet (Fee proposal 6-5-2024 Benton & Franklin County.xls).

The cost for this project is **\$ 6000 per site totaling \$84,000**. Estimated completion time is 6 weeks from authorization to proceed. This proposal does not include tower structural upgrade drawings that may be required for construction. If structural upgrades are required, NWTE will request an additional fee. This price is a fixed fee, no additional expenses will be charged.

Breakdown per site is as follows:

| | |
|--|-------------------|
| Tower Mapping with report (per site) | \$3250 x14 |
| Structural Analysis, with SE stamped report (per site) | \$2750 x14 |

Tower Mapping and Report

Two engineers from NWTE will climb each tower to map the structure and appurtenances. A short mapping report for each tower will be provided. The mapping report will not include a maintenance and condition assessment. However, a list of any observed defects with photos will be included.

Foundations and grounding systems comments will be limited to the exposed surfaces. No x-ray, subsurface excavation, or other similar examination of the tower, foundation system or welded connections will be conducted. For portions of the tower and foundation system that were not visually accessible (such as inside surfaces of pipes), no determination regarding their condition or adequacy can be made.



Tower Structural Analysis

Each tower will be analyzed for the existing appurtenance configuration and for one proposed appurtenance configuration using the TIA-222-H design standard. The structural analysis reports will list the results and recommendations. Foundation calculation will be carried out if foundation information is available.

If structural modifications are required to bring the tower into compliance with the TIA-222-H standard, the report will include a description of the modifications. If structural upgrade drawings are required, an additional fee will be requested.

Additional Pricing - Each alternative proposed appurtenance arrangement, add \$1,250 each.

The analysis will be performed and conclusions will be based on the assumption that the tower has been properly installed and maintained including, but not limited to the following:

1. Proper plumb and alignment
2. Correct bolt tightness
3. No significant deterioration or damage to any component

Under no circumstances will NWTE have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the reports. The maximum liability of NWTE, if any, pursuant to these Reports shall be limited to the total funds actually received by NWTE for preparation of the reports.

Customer has requested NWTE to prepare and submit to Customer reports with respect to the Subject Towers. In making such a request the Customer has informed NWTE, that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by NWTE.

Customer hereby agrees and acknowledges that NWTE shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than NWTE in connection with the implementation of any structural changes or modifications recommended by NWTE.



NorthWest Tower Engineering

MSI

Proposal No. 242111.01

June 5, 2024

TOTAL PRICE FOR ABOVE \$ 6000 per Site
.....\$ 84,000 (14) Sites

PAYMENT TERMS: 100% Due 30 Days After Analysis Reports have been issued

Presented by:
NorthWest Tower Engineering, PLLC

Steven Diamond, President

Accepted by
BCES

Authorized Signer

DATE: _____ / _____ / _____

ALL AGREEMENTS ARE SUBJECT TO TERMS AND CONDITIONS ABOVE



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 7/25/2024

Agenda Category: Benton County Emergency Management (BCEM) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:
EFSEC Contract E25-044 - Approval

Recommended Motion:

Approve for signature the Energy Facility Site Evaluation Council (EFSEC) Contract E25-044 in the amount of \$390,641 and authorize staff to make the necessary budget adjustments.

Summary:

This is an annual contract for the Energy Facility Site Evaluation Council (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 2.0 FTE of BCES personnel and a proportional share of the overhead for the maintenance and operation of the BCES facility.

Fiscal Impact:

\$390,641 in total is provided to Benton County Emergency Management (BCEM). The contract covers the dates of July 1, 2024, through June 30, 2025.

The contract allocation is as follows:

| | |
|--------------------|------------------|
| Salaries and Wages | \$184,235 |
| Employee Benefits | \$92,279 |
| Goods and Services | \$108,877 |
| Travel | \$5,250 |
| TOTAL | \$390,641 |

Attachments:

1. 072524 EFSEC Contract E25-044
2. 072524 EFSEC E25-044 SAF

**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: \$ 390,641 | 3. Contract Number E25-044 |
| 4. Contractor's Contact Person, phone number, email: Deanna Davis (509) 628-8092 d.davis@bces.wa.gov | | 5. Contract Start Date July 1, 2024 | 6. Contract End Date June 30, 2025 |
| 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 (2024-25) | 12. Program Index # & Obj/Subobj 75803 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?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input 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"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input 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 checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER | |
| 22. BRIEF DESCRIPTION: To provide EFSEC pass-through dollars (SFY 2025) 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: <ul style="list-style-type: none"> (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 Regan Anne Hesse, Chief Financial Officer Washington Military Department | _____ Date | _____ Signature Jon Amundson, BCES Executive Board Chairman/ City of Richland City Manager | _____ Date |
| BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/20/2022 Assistant Attorney General | | for Benton County Emergency Management Division | |

Form Date: 10/27/00

**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, 2025 |

All contract work must end on June 30, 2025. 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, 2025. 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.

CONTRACTOR:

MILITARY DEPARTMENT:

| | | | |
|--------|----------------------------|--------|-------------------------------|
| Name: | Deanna Davis | Name: | Mary Napoli |
| Title: | Emergency Manager | Title: | Program Manager |
| 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:

1. 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).
2. 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 in award of 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 the 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. 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)
SFY25 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.

| | <i>PROGRAM ACTIVITY</i> | <i>FREQUENCY</i> |
|-----------|---|----------------------|
| A. | UPDATE OF PLANS AND LETTERS OF AGREEMENT | |
| 1. | Review and revise as necessary the Benton County Columbia Generating Station Emergency Response Plan. Ensure that any lessons learned as the results of training, drills, exercises, or changes made to emergency facilities and equipment are incorporated into the plan/procedures. 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. | Annually |
| 2. | Review Letters of Agreement, Memoranda of Understanding, and other enabling documents pertinent to the Benton County Columbia Generating Station Response Plan. | Annually |
| 3. | Review and update Alert and Notification rosters as needed | Quarterly |
| 4. | Review and update implementing procedures as needed | Annually |
| 5. | Develop and or maintain plan/procedures pertaining to the Emergency Worker Assistance Center (EWAC) and Emergency Operations Center (EOC) positions. Including the transition to a central EWAC concept for both Benton and Franklin County. All radiation-related plans are reviewed by Washington State DOH | Annually/As Required |
| 6. | Continue planning activities to meet National Incident Management System (NIMS) mandatory requirements. | As Required |
| 7. | Provide updated plans and procedures to Energy Northwest. | When updated |
| 8. | Attend planning meetings with REP counties, state agencies, and Energy Northwest, as well as attending other pertinent meetings and seminars. | As Scheduled |
| 9. | Attend Issues Meeting. | As Scheduled |
| B. | PUBLIC EDUCATION AND INFORMATION | |
| 1. | Participate in public outreach and community events. | As Requested |
| 2. | Respond to requests for school and civic group presentations. | As Requested |
| 3. | Distribute emergency preparedness information to Benton County EPZ residents. | As Required |
| 4. | Maintain supply of emergency information brochures at the public information signs at the hunting and fishing areas in the Benton County portion of the EPZ. | Quarterly |
| 5. | Participate in the development and distribution of the Hanford Site Neighbor Calendar | Annually |
| 6. | Coordinate and/or participate in a media program to acquaint news media with emergency plans/procedures, information concerning radiation, and points of contact for release of public information in emergency. | Annually |
| 7. | Review BCES website. Check links associated with CGS Emergencies for functionality and update any REP Program information as necessary (www.bces.wa.gov) | Annually |

| | <i>PROGRAM ACTIVITY</i> | <i>FREQUENCY</i> |
|-----------|--|---------------------|
| 8. | Review/update REP Program related information on the Benton County Emergency Management social media accounts | Annually |
| C. | RADIOLOGICAL EMERGENCY RESPONSE TRAINING | |
| 1. | Ensure that initial and annual refresher training is provided to EOC personnel and other emergency response personnel who have a role in the implementation of the Benton County Columbia Generating Station Emergency Response Plan. When appropriate, training will be conducted in cooperation with Washington Military Department Emergency Management Division (EMD), DOH, WSDA, and Energy Northwest. a. EOC Staff b. Law Enforcement (One County, 3 Municipal, and one State Department) c. Fire Agencies (Two Municipal and three Fire Districts) d. Ambulance-EMS Transport (two municipal fire department and Three Fire Districts) e. Elected Officials f. State Agencies (WSDA, and WA DOT) g. County and City Emergency Workers h. Dispatch / SECOMM i. Volunteers | Annually |
| 2. | Attend training pertinent to the REP Program. | As Scheduled |
| 3. | Conduct continuing training for Radiological Monitor volunteers using WA DOH reviewed lesson plans and procedures. | Annually |
| 4. | Recruit and Conduct training for those assigned as Public Information Officer and Energy Northwest Emergency Operations Facility (EOF) Representative. | Annually |
| 5. | Maintain training attendance records and outlines of training subject matter provide documented records as requested to State, FEMA or ENW | Annually |
| 6. | Attend National REP Conference | As Priorities allow |
| D. | DRILLS | |
| 1. | Participate in scheduled drills and exercises. | |
| | a. Weekly CEMNET Radio tests | Weekly |
| | b. Conduct Required Weekly Tests (RWT) of the EAS. | As Scheduled |
| | c. Conduct Required Monthly Tests (RMT) of the EAS. | As Scheduled |
| | d. Conduct weekly silent Siren tests of the ENW Siren System | As Scheduled |
| | e. Conduct weekly IPAWS weekly test. | As Scheduled |
| | f. Act as point of activation for annual test of the Alert and Notification System (ANS) and document results. | As Scheduled |
| | g. Conduct annual siren and CodeRED tests. | As Scheduled |
| | h. Participate in CGS ERO Team drills | As Scheduled |
| | i. Participate in Food Control Area drills | As Scheduled |
| | j. Participate in Relocation Area drills | As Scheduled |
| | k. Participate in CGS JIC News Release Coordination functional exercises | As Scheduled |
| | l. Participate in or observe other drills/exercises | As Scheduled |
| | m. Maintain and test/operate river alerting siren computer and associated equipment. | As Scheduled |
| | n. Full Scale Exercise - Dress Rehearsal - Non-Evaluated | As Scheduled |
| | Tentative Schedule | |

| | <i>PROGRAM ACTIVITY</i> | <i>FREQUENCY</i> |
|-----------|---|------------------|
| | 2025 Off-Year Exercise - No Evaluation – February 2025 2026 HAB – date TBD o. MS-1 Exercise – Kadlec/Richland Fire & TRIOS/Kennewick Fire – 2025 date TBD p. EWAC Exercise 2025 Southridge EWAC – date TBD | |
| 2. | Participate in REP Exercise Planning Team (EPT) meetings. | As scheduled |
| E. | 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) | As Scheduled |
| 2. | Provide initial and continuing training for SECOMM personnel concerning the Energy Northwest Classification Form (CNF), the Alert and Notification Implementing procedure, and activation of Emergency Alert System | Annually |
| F. | EMERGENCY FACILITIES AND EQUIPMENT | |
| 1. | Maintain/monitor primary Emergency Operations Center. <ul style="list-style-type: none"> a. CRASH System b. Dial-up system c. Telephone systems d. Satellite phones e. Computer Networks f. Equipment <ul style="list-style-type: none"> ▪ Computers ▪ Audio and Visual Equipment/Displays ▪ Geographic Information System Station ▪ Fax Machines – Dedicated and Commercial ▪ Copy Machines ▪ Security equipment ▪ Furniture | Ongoing |
| 2. | Maintain Emergency Worker (EW) kits throughout Benton County by: | |
| | a. Inspecting Optically Stimulated Luminescent (OSL) dosimeters | Annually |
| | b. Anneal OSL Dosimeters when needed based on readings and indication from DOH or every 5 years. | As Needed |
| | c. Update procedures and EW forms. | As Needed |
| | d. Ensure Potassium-Iodide (KI) is in the appropriate EW Kits and not expired. (Attach Expiration Extension Sheet as Needed) | Semi-Annually |
| | e. Recharge or replace 0-20 R pencil dosimeters. | Semi-Annually |
| 3. | Maintain the following radiation detection equipment: | |
| | a. Operations check on EWAC radiation detectors | Quarterly |
| | b. Operations check first responder radiation detectors | Quarterly |
| | c. Performance check on Portal Monitors. | Semi-Annually |
| | d. Calibrate radiation detection equipment (Rate Count Meters & DRD's) | Annually |
| 4. | Operations check on the emergency back-up generator. | weekly |
| G. | ALERT AND NOTIFICATION | |
| 1. | Maintain Alert and Notification System equipment and data. | |
| | a. Maintain Emergency Alert System (EAS) computer, messages, and ensure equipment is functional at all times. | Ongoing |
| | b. Maintain and test/operate river alerting siren computer and associated equipment. | Weekly |
| | c. Document tests of Alert and Notification System. | As Scheduled |
| 2. | Maintain the addresses for Benton County portions of the EPZ. | As Obtained |

| | <i>PROGRAM ACTIVITY</i> | <i>FREQUENCY</i> |
|-----------|---|--------------------------|
| | a. Input data gathered from Benton County residents living within the 10-mile EPZ. | As obtained |
| | b. Provide Mailing Labels or Addresses for the Energy Northwest Newsletter. | As Requested |
| | c. Provide Mailing Labels or Addresses for the Hanford Site Neighbors Calendar. | Annually |
| | d. Distribute/replacement of non-functioning Tone Alert Radios for Access and Functional Needs Populations. | As Required |
| 3. | Maintain the Access and Functional Needs Populations database for the Benton County portion of the EPZ. | |
| | a. Review and maintain listing and database of Access and Functional Needs Population facilities within the Benton County portion of the EPZ. | Quarterly / As Obtained |
| H. | ADMINISTRATION | |
| 1. | Submit performance report and supporting documentation to Washington Military Department Emergency Management Division (EMD.) | Quarterly |
| 2. | Provide program documentation/records to Washington Military Department, Emergency Management Division (EMD) for inclusion in the Annual Letter of Certification (ALC) to FEMA. | Annually |
| 3. | Comply with and prepare for Washington State audit requirements. | As Required |
| 4. | Submit and comply with Internal Revenue Service requirements. | As Required |
| 5. | Develop/review budget and Scope of Work to ensure funding and work effort is adequate to support the REP Program requirements. | Annually |
| 6. | Track program funding. | Monthly |
| 7. | Submit requests for reimbursements to Washington Military Department Emergency Management Division (EMD). | Monthly |
| 8. | Track accounts payable/receivable. | Weekly |
| 9. | Inventory and track all REP related equipment. | Annually |
| 10. | Brief senior public officials and executive oversight board on program activities, financial activities, and program direction. | Monthly and as requested |

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 | \$ 184,235 |
| B. Benefits | \$ 92,279 |
| C. Personal Contracts | \$ 0 |
| E. Goods & Services | \$ 108,877 |
| G. Travel | \$ 5,250 |
| J. Capital Outlay | \$ 0 |
| TOTAL | \$ 390,641 |

- 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 |
|-----------|--------------------|-------|
| | | |
| | | |



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 7/25/2024

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

Prepared By: Jay Atwood, BCES Executive Director

Subject:

E911 Coordinator Professional Development (CPD) Contract E25-003 - Approval

Recommended Motion:

Approve E911 Coordinator Professional Development Contract E25-003 in the amount of \$72,865 and authorize staff to make the necessary budget adjustments upon contract adoption by the Commissioners of Benton County.

Summary:

Benton County has historically executed an annual Washington State E911 contract in support of Southeast Communications (SECOMM). Contract #E25-003 provides \$72,865 for Washington State-mandated travel, 911 Call Taker training, and state programs and training that exclusively supports 911 in Benton County. After the Board's review and approval, this contract will be brought before the Benton County Commissioners for adoption.

Fiscal Impact:

There is no fiscal impact to the user agencies. The proposed contract is for the period of July 1, 2024, through June 30, 2025, with a contract end date of August 15, 2025, to permit contract closeout. This funding supports no FTE's at BCES. Separate revenue and expense categories are maintained to track activity.

Attachments:

1. 072524 E911 CPD Contract E25-003
2. 072524 E911 CPD Contract E25-003 SAF

SECO Coordinator Professional Development (CPD) Contract SFY2025

CONTRACT FACE SHEET

| | | | | | |
|--|--|---|--|---|--|
| 1. Contractor Name and Address: Benton County Agency (COUNTY) Post Office Box 190 Prosser, Washington 99350 | | 2. Contract Amount: \$ 72,865 | | 3. Contract Number E25-003 | |
| 4. Contractor's Contact Person, phone number: Kim Lettrick/509.628.8595 k.lettrick@bces.wa.gov | | 5. Contract Start Date July 1, 2024 | | 6. Contract End Date August 15, 2025 | |
| 7. MD Program Manager/phone number: Teresa Lewis / 253.512.7481 teresa.lewis@mil.wa.gov | | 8. Unique Entity Identifier (UEI #): XEJNMEFNHMM1 | | 9. UBI # (state revenue): 035-000-971 | |
| 10. Funding Authority: Washington State Military Department and State 911 Funds | | | | | |
| 11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66 | | 12. Program Index# & Obj/SubObj: 7928A and 79281 NZ | | 13. CFDA # & Title: NA | |
| 14. TIN or SSN: 91-6015119 | | 15. Service Districts: (BY LEGISLATIVE DIST): 8th, 15th, & 16th (BY CONGRESSIONAL DIST): 4th | | 16. Service Area by County(ies): BENTON | |
| 17. Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input 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 checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER | | 22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E). | |
| IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract. | | | | | |
| In the event of an inconsistency in this Contract, unless otherwise provided, 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 executed this Contract on the day and year last specified below. | | | | | |
| FOR THE DEPARTMENT: | | | FOR THE COUNTY: | | |
| _____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT | | | _____ Signature Date Jerome Delvin, Chairman Benton County Board of Commissioners | | |
| APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 5/9/2022 Assistant Attorney General | | | | | |

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the State 911 Coordination Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse COUNTY 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:

DEPARTMENT:

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

III. ADMINISTRATIVE REQUIREMENTS:

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

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

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

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

- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. 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 COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. This Contract includes Statewide Services that benefit all counties and does not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this Contract include:
 - 1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee briefings, Advisory Committee Subcommittee meetings, Coordinator Forum(s), State Supported training, and National Conference attendance; and
 - 2. Reimbursement of selected Public Education expenses, selected 911 salaries, benefits and training; and
 - 3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services; and
 - 4. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - c. 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, including the ESINet, will be transferred to the individual counties, on a pro rata basis.
- B. Expenses.
 - 1. General Reimbursement Requirements for COUNTY:
 - a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
 - c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAPs) only, unless otherwise specified in applicable DEPARTMENT 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 operation of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
 - 3. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, (including additional hard copy documentation required by an “Action Plan” due to audit findings), so they are received by the DEPARTMENT by the last day following the month in which payment was made;

- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training has been attended, with the exception of conference registration fee(s), which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2024** and **June 30, 2025** (the Performance Period). Work started prior to **July 1, 2024**, and/or not complete by **June 30, 2025**, will be considered outside the Performance Period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive, or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines. The COUNTY 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 COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 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 COUNTY receives funds under this Contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this Contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies Link](#) and incorporated by reference:
 - SECO County Contract Policy (PDF)
 - SECO Public Education Policy (PDF)
 - SECO Statewide Services Support Policy (PDF)
 - SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

| <u>Financial Reports</u> | <u>#/Copies</u> | <u>Completion Date</u> |
|---------------------------------------|-----------------|---|
| Monthly Expense Reports | 1 | No later than the last day following the end of the month. |
| Local Travel Policy/Procedures | 1 | 30 days after signatures on this Contract and then annually. |
| 3rd Quarter Review | 1 | March 31, of each year |
| 911 COOP | 1 | June 30, 2025 |
| Training Certification(s) | 1 | June 30, of each year |
| Final Reimbursement Request | 1 | July 31, 2025 |

All contract work must not start prior to July 1, 2024, and must be delivered, installed/completed, and accepted by June 30, 2025. The COUNTY may submit the final report by July 31, 2025, as described above. Final billing not received by July 31, 2025, will not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 Coordinator or designee to as many of the Advisory Committee meetings as possible each contract period, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Advisory Committee Briefings: The COUNTY agrees to have the 911 Coordinator or designee participate in as many of the Advisory Committee briefings as possible each contract period, but no less than half of the scheduled Advisory Committee briefings per contract period; and
- Coordinator Forums: The COUNTY agrees to send the 911 Coordinator or designee and additional appropriate 911 representatives to all of the Coordinator Forums held each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend a Coordinator Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend a Coordinator Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings; and
- GIS Coordinator: The COUNTY agrees to send the 911 GIS Coordinator or appropriate 911 representative to participate in half of the scheduled GIS Workgroup meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development 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.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

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 DEPARTMENT will reimburse the COUNTY up to the maximum of **\$72,865**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.
- C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
 - a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. "COUNTY" shall mean the named county performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
 - c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "WAC" is defined and used herein to mean the Washington Administrative Code.
 - f. "RCW" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. 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 DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in 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 DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development section as needed.

- 8) **COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors, or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with, RCW 42.56, the Public Records Act or court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, including the performance of any subcontractor(s).
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.
- 15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

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

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

- 21) **RECORDS, MONITORING, AND AUDIT ACCESS:**
- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
 - b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem

necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

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

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

23) **SUB-CONTRACTING:** The COUNTY 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 contracting and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.

24) **TERMINATION:**

a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.

b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.

c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."

d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

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

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

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

STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2025
 July 1, 2024 – June 30, 2025

CPD1 911 Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. 911 Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. 911 Coordinator or pre-approved/designated alternate attend 50% of Advisory Committee (AC) briefings held per contract period.
4. 911 Coordinator or pre-approved/designated alternate attend all of the Coordinator Forums held per contract period. If forum is virtual, 911 Coordinator or preapproved/designated alternate will participate in at least the coordinator/director roundtable meeting and one training session.
5. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
6. Provide a detailed copy of the County 911 Continuity of Operations Plan (911 COOP) by June 30, 2025 that at a minimum, addresses the following:
 - a. 911 call routing during periods of system failure or PSAP abandonment
 - Identify call routing when the ESINet cannot deliver calls to the PSAP;
 - Identify call routing when the local telephone network cannot deliver 911 calls to the ESINet;
 - Identify call routing when the PSAP call handling equipment is not functional;
 - Identify call routing during PSAP abandonment (alternate county PSAP, local back-up, other).
 - b. Identify if the PSAP's COOP addresses how to continue radio/dispatch operations, CAD operations, and other critical functions necessary to maintain emergency communications center operations during an event.
7. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain, deliver, and improve GIS data (Road Centerlines and Address Points) for location validation (LVF).
 - a. Site Structure Address Points (SSAP) data MUST be submitted as part of the GIS dataset.
 - b. The minimum number of address points should be greater than or equal to 10% of the ALI records for the jurisdiction, as measured on or before September 30, 2024.
2. ALI discrepancy reports (DR) shall be submitted using the Comtech ALI DBMS.
3. Required GIS data layers must be uploaded and pass critical quality checks at least quarterly or provide notification to the SECO in writing that no substantial changes were made to the previous data layers.
4. Participate in 50% of any scheduled GIS Workgroup meetings held during the contract period. Participation can be in-person, virtual, or on a project.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE/CHE
2. All equipment/software purchases that touch the WA State ESINet, must be tested and proven to be compatible with the ESINet in accordance with "ESINet-to-PSAP SIP interface Control Document TSCW 62289-1". The cost of compatibility falls on the vendor and/or county. The SECO will not be financially or technically responsible for ensuring compatibility with the ESINet., CAD, network, network security, etc...).
3. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3 Public Education

1. Attend a 911 Coordinator forum or a public education class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.
3. Submit an annual report that outlines the agency's public education activities and highlights any changes the agency has made to the program during the contract period.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Coordinator Forum or a training class (in person or virtual) to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings held during the contract period. Participation can be in-person, virtual, or participation on a work group/project.

**SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY CPD CONTRACT - SFY2025
July 1, 2024 – June 30, 2025**

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary.

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

CPD benefits all counties and does not require local revenue to be used prior to state reimbursement. The following are reimbursed through both the BSO and CPD contracts.

| ELIGIBLE ITEM | | STATE REIMBURSEMENT |
|---------------|--------------------|--|
| CPD1 | Meeting Attendance | <p><u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 Coordinator or pe-approved designee to attend all AC meetings. 911 Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings.</p> <p><u>Advisory Committee (AC) Briefings (Virtual):</u> 911 Coordinator or pe-approved designee must attend 50% of all AC Briefings held per contract period.</p> <p><u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws.</p> <p><u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend all of the Coordinator Forum(s) held per contract period. One of the attendees must be the 911 Coordinator or pre-approved designee.</p> <p><u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period.</p> <p><u>SECO supported:</u> Travel reimbursement expenses for the 911 Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.</p> |

| | | |
|------|--|--|
| CPD2 | 911 Coordinator Training | <p>The 911 Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills.</p> <p>For counties with a population of 1.5 million or more the authorized amount for the 911 Coordinator is doubled for an additional person to attend training \$12,000 (per contract period)</p> |
| CPD3 | 911 Public Education | <p>Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. (See: <i>SECO Public Education Policy</i>)</p> |
| CPD4 | 911 Technical Salaries/Benefits and Training | <p>Up to \$13,500 (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.</p> |
| CPD5 | 911 Call Receiver Training | <p>Total training funds calculated at \$500 (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county.</p> <p>These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external.</p> <p>Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers' overtime and backfill while in training status.</p> <p><u>Regionalized Counties, only the Host County is eligible for this line item.</u></p> |
| CPD6 | NG911 Modernization | <p>Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation.</p> <p>Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.</p> |
| CPD7 | 911 Interpretive Services | <p>Costs incurred for use of interpretive services to facilitate 911 call taking.</p> |

BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2025
July 1, 2024 – June 30, 2025

| | SFY2025 |
|---|------------------|
| Coordinator Professional Development (CPD) | \$ 72,865 |
| TOTAL CONTRACT NOT TO EXCEED | \$ 72,865 |

SIGNATURE AUTHORIZATION FORM
 WASHINGTON STATE MILITARY DEPARTMENT
 CAMP MURRAY, WASHINGTON 98430-5122
 NEW FORM WILL REPLACE PREVIOUS FORMS

| | |
|---|---|
| NAME OF ORGANIZATION <i>Benton County</i> | DATE SUBMITTED <i>7/25/2024</i> |
| PROJECT DESCRIPTION FY25 SECO County Coordinator Professional Development (CPD) Contract | CONTRACT NUMBER E25 - 003 |

| 1. AUTHORIZING AUTHORITY | | |
|--------------------------|--------------------|--|
| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
| | Jerome Delvin | Benton County Commissioner Chairman |
| | | |

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

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

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