

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202208007

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental
Contract or Grant Administrator:	Suzanne Mildner
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): 202207007

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 4047

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>126,251</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	

Summary of Scope: This subrecipient agreement provides for pass-through funding from the Washington State Military Department. It is directed to the City of Bellingham's What-Comm Communications Center in support of reimbursement for E911 capital equipment expenses.

Term of Contract: 13 months	Expiration Date: 8/15/23
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Contract Routing:	1. Prepared by: <u>sm</u>	Date: <u>7/11/22</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/11/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/14/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>8-25-22</u>
	6. Submitted to Exec.: _____	Date: <u>7-29-22</u>
	7. Council approved (if necessary): <u>AB2022-460</u>	Date: <u>9-13-22</u>
	8. Executive signed: _____	Date: <u>9-14-22</u>
	9. Original to Council: _____	Date: <u>9-21-22</u>

**SUB-RECIPIENT AGREEMENT
BETWEEN
WHATCOM COUNTY
AND
CITY OF BELLINGHAM, WHAT-COMM COMMUNICATIONS CENTER**

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Whatcom County, hereinafter referred to as the "County", and the City of Bellingham, What-Comm Communications Center, herein after referred to as the "Agency".

This is a subgrant of the Washington State Military Department (Department) Contract Number E22-310 between the Department and the County; funding Source: RCW 38.52.510, .540, .545 and Chapter 118-66 WAC.

The purpose of this subaward is to provide funding for certain approved incurred eligible Equipment expenses as described in WAC 118-66 and E911 policies.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SPECIAL TERMS AND CONDITIONS

Statement of Work:

The Agency shall fulfill and abide by all the terms and conditions specified as applicable to the County in Contract E22-310 between the Department and the County (attached hereto as Exhibit A).

Period of Performance:

The period of performance of this Agreement shall commence on July 1, 2022 and be completed by August 15, 2023. Approved expenses must be incurred no earlier than July 1, 2021 and no later than June 30, 2023.

In Consideration Whereof:

The maximum amount of this Agreement allocated to the Agency is **\$126,251**, subject to the completion of the Statement of Work as described above. The Agency shall provide invoices for actual costs in accordance with Contract E22-310. All reimbursement requests must include supporting documentation to prove each expenditure and be submitted to the County, with the final reimbursement request being submitted to the County by no later than July 14, 2023. The County shall reimburse the Agency within 30 days of receipt of reimbursement from the Department.

Compliance:

This agreement incorporates Washington State Military Department Contract Number E22-310 as Exhibit A to this agreement. The Agency shall fulfill and abide by all the terms and conditions specified as applicable to the County in that agreement. The Agency is also subject to all recapture provisions of said contract. Furthermore, the City of Bellingham (WHAT-COMM Communications Center) will be solely responsible for the maintenance required, as outlined in Attachment F to said contract. Specifically, the Agency will own all purchased equipment and will be responsible for recording and maintaining the equipment in the Agency's equipment inventory system, retaining such records in accordance with the provisions set forth in Section VII(H) of said contract.

Agency Representatives:

The following persons or their successors represent the parties in matters involving this Agreement:

For the County:

Suzanne Mildner, Grant Coordinator
Whatcom County Executive Office
360-778-5211

For the Agency:

Alysn Everbeck
Deputy Director and E911 Coordinator
What-Comm Communications Center
City of Bellingham
360-778-8902

Termination of Contract:

If, through any cause, the Agency fails to fulfill in a timely and proper manner its obligations under this contract or if the Agency violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold any remaining allocation, if such default is not corrected in a timely manner after submitting written notice to the Agency describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least ten (10) days prior to such date.

Reimbursement for services performed by the Agency and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

ALL WRITINGS CONTAINED HEREIN

This Agreement 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 to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on the day and year indicated below:

WHATCOM COUNTY:

Satpal Sidhu
 Whatcom County Executive

9/14/22
 Date

CITY OF BELLINGHAM:

Seth Fleetwood
 Seth Fleetwood, Mayor

August 25, 2022
 Date

Department Head Approval:

Rebecca Mertzig
 Rebecca Mertzig, Chief of Police

Approved as to Form:

[Signature] 8/5/22
 Civil Deputy Prosecutor

Approved as to Form:

[Signature]
 Office of the City Attorney

Attest:

[Signature]
 Finance Director

STATE OF WASHINGTON)
) ss
 COUNTY OF WHATCOM)

On this 14th day of September, 2022, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner
 NOTARY PUBLIC in and for the State of
 Washington, residing at Bellingham.
 My commission expires 12-31-22.

Exhibit "A"

WHATCOM COUNTY
CONTRACT NO.
202207007

SECO COUNTY Equipment Contract SFY 2022/23
CONTRACT FACE SHEET

1. Contractor Name and Address: Whatcom County Agency (COUNTY) 620 Alabama Street Bellingham, Washington 98225	2. Contract Amount: \$126,251	3. Contract Number E22-310
4. Contractor's Contact Person, phone number: Alysn Everbeck / 360.778.8902 aleverbeck@cob.org	5. Contract Start Date July 1, 2021	6. Contract End Date August 15, 2023
7. MD Program Manager/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov	8. Unique Entity Identifier Number (UEI #): NT6RMM8THTN7	9. UBI # (state revenue): 371-010-246

10. Funding Authority: **Washington State Military Department and State 911 Funds**

11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 79282 / NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-6001383
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15. Service Districts: (BY LEGISLATIVE DIST): 40th & 42nd (BY CONGRESSIONAL DIST): 2nd	16. Service Area by County(ies): Whatcom	17. Women/Minority-Owned, State Certified? <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #
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18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER

22. BRIEF DESCRIPTION:
This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for certain eligible, approved, and incurred equipment expenses as described in WAC 118-66 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).

IN WITNESS THEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F) govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 (a) **Applicable State Statutes and Regulations**
 (b) **Statement of Work**
 (c) **Special Terms and Conditions**
 (d) **General Terms and Conditions, and**
 (e) **Any other provisions of the Contract incorporated by reference.**
 This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

WHEREAS, the Parties hereto have executed this Contract on the day and year last specified below.
 FOR THE DEPARTMENT: FOR THE COUNTY:

 _____ Signature Date 7/14/2022 Regan Anne Hesse, Chief Financial Officer Washington State Military Department	 _____ Signature Date 7/13/22 Satpal Singh Sidhu Satpal Singh Sidhu County Executive
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APPROVED AS TO FORM
 Dierk Meierbachtol (signature on file) 3/14/2022
 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 the 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	Alysn Everbeck	Name	Teresa Lewis
Title	Deputy Director of Operations / 911 Coordinator	Title	SECO County Assistance Program Manager
E-Mail	aleverbeck@cob.org	E-Mail	teresa.lewis@mil.wa.gov
Phone	360.778.8902	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 E911 Account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding; and
- F. WAC 118-66-045 describes WSP eligibility for funding; and

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

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

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

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

B. Expenses.

1. General Reimbursement Requirements for 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 primary Public Safety Answering Points (PSAP) 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 equipment of the 911 System, are not eligible for state financial assistance or reimbursement under this Contract.

3. Expense Documentation and Approval:

- a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
- b. COUNTY must submit eligible 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 Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;

- d. Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from the COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. Prior to purchasing or leasing any equipment or software, 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, 2021**, and **June 30, 2023** (the Performance Period). Work started prior to July 1, 2021, and/or not complete by June 30, 2023, will be considered outside the Performance Period and therefore not eligible for reimbursement. The 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 attached as 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 911 Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at the [SECO Laws and Regulations](#) website and incorporated by reference:
 - SECO County/WSP Communications Equipment Contract/Federal Grant Policy (PDF);
 - SECO Statewide Services Support Policy (PDF);
 - SECO Salaries and Benefits Summary (PDF).
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the 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>
Expense Reports	1	No later than 30 days following the end of the month
Mid-Year Budget Review	1	January 31, of each year
SECO Equipment Grant – Quarterly Progress Report	4/8	Required quarterly (every three months)
Final Reimbursement Request	1	July 31, 2023

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

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

The responsibility for the design, development, construction, implementation, operation, and maintenance of the project, as these phrases are applicable to this project, is solely that of the

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

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

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

VIII. 'THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the DEPARTMENT will reimburse the COUNTY up to the maximum of **\$126,251**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO County Communications Equipment Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the 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/WSP"** shall mean the named county or the Washington State Patrol Communications Division performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY/WSP as permitted under the terms of this Contract.
 - c. **"Subcontractor"** shall mean one, not in the employment of the COUNTY/WSP, who is performing all or part of those services under this Contract under a separate contract with the COUNTY/WSP. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the 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 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.,
- 8) **COUNTY NOT EMPLOYEE OF DEPARTMENT:** The COUNTY, and/or employees, subcontractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, 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) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.
- 18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 20) **NONDISCRIMINATION:** During the performance of this Contract, the 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, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
 - b. The 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, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.
- 21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

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

22) **RECORDS, MONITORING AND AUDIT ACCESS:**

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

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

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

25) **TERMINATION:**

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

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

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

BASIC LEVEL OF OPERATING SERVICES

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

EQUIPMENT

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

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


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

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

	SFY2022/23
Capital Equipment	\$ 157,813
County Match Amount	\$ 31,562
TOTAL CONTRACT NOT TO EXCEED	\$ 126,251

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

Whatcom County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:			
<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)	Vendor & Inhouse	Intrado	Continuous updates/maint Scheduled for replacement 2023
PSAP Mapping	Vendor & Inhouse	Versaterm	ongoing updates
Uninterruptible Power Supply (UPS)	Inhouse		Batteries replaced as needed
Instant Call Check	Vendor	Intrado	replace with CPE in 2023
911 Management Information System (MIS)	Vendor	Intrado	Maint thru 2022. Scheduled for replacement 2023
Call Detail Recorder/Printer	Vendor	Intrado	replace in 2023
Logging Recorder	Vendor	Evantide	current maint. agreement
Computer-Aided Dispatch System	Vendor	Versaterm	ongoing/maint. contract
Auxiliary Generator	Inhouse		Quarterly maint.
Clock Synchronizer	Inhouse		replace when necessary
Call Receiver Console Furniture	Vendor & Inhouse	Evans	Furniture is under warranty



Signature (name and title)

Satpal Singh Sidhu
 County Executive

7/13/22

Date



Satpal Singh Sidhu
Whatcom County Executive



MEMORANDUM

To: Whatcom County Executive Satpal Sidhu
And Whatcom County Councilmembers

From: Suzanne Mildner, Grants Coordinator *SM*

Subject: Subrecipient Agreement for State Military Department Equipment Grant –
City of Bellingham and What-Comm

Date: August 15, 2022

Enclosed for review and approval is a Subrecipient Agreement between Whatcom County and the City of Bellingham.

▪ **Background and Purpose**

The City of Bellingham's What-Comm Communication Center has been successful in receiving State Military funding to assist in reimbursing the costs associated with E911 equipment (eligible under WAC 118-66). This fund source is required to be processed through the County, and is being passed on by way of this Subrecipient Agreement to What-Comm (City of Bellingham). This will cover eligible equipment expenses up to a total amount of \$126,251.

▪ **Funding Amount and Source**

The funding for this contract will come from the Washington State Military Department. The supplemental budget request was introduced to the County Council at the August 8th meeting, and signing of this agreement will be contingent upon the authorization of the budget on September 13, 2022.

▪ **Differences from Previous Contract**

This is a reimbursement contract, similar to grants received in 2017 and 2018.