Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address: **Kittitas County** **205 West 5th Avenue, Suite 108** **Ellensburg, Washington 98926**	2. Contract Amount: **$585,592**	3. Contract Number **E12-027**
4. Contractor's Contact Person, phone number: **Darlene Mainwaring / 509.925.8530** **Mainwaring@kittcom.org**	5. Contract Start Date **July 1, 2011**	6. Contract End Date **September 15, 2013**
7. MD Program Manager/phone number: **Lorri Gifford/253.512.7013** **l.gifford@emd.wa.gov**	8. Data Universal Numbering System (DUNS #): **010202547**	9. UBI # (state revenue): **192-002-673**

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

11. Funding Source Agreement #: **RCW 38.52.510, .540, .545** **Chapter 118-66 WAC**	12. Program Index# & Obj/SubObj: **73281 and 73282 NZ**	13. CFDA # & Title: **NA**	14. TIN or SSN: **91-6001349**

15. Service Districts: (BY LEGISLATIVE DIST): **13** (BY CONGRESSIONAL DIST): **4**	16. Service Area by County(ies): **Kittitas County**	17. Women/Minority-Owned, State Certified?: ☒ N/A ☐ NO ☐ YES, OMWBE #

18. Contract Classification:
☐ Personal Services ☐ Client Services ☒ Public/Local Gov't
☐ Collaborative Research ☐ A/E ☐ Other

19. Contract Type (check all that apply):
☒ Contract ☐ Grant ☐ Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

20. Contractor Selection Process:
☒ "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Advertised? ☐ YES ☐ NO

21. Contractor Type (check all that apply)
☐ Private Organization/Individual ☐ For-Profit
☒ Public Organization/Jurisdiction ☒ Non-Profit
☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER

22. BRIEF DESCRIPTION:
To provide reimbursement to the Contractor (County) for certain approved incurred eligible Coordinator Professional Development and Operational expenses as described in WAC 118-66-050 and E911 policies incorporated herein by reference in the amounts described in the Budget attached as Exhibit C.

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Exhibit A), Statement of Work (Exhibit B) and Budget (Exhibit C) govern the rights and obligations of both 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 Federal and State Statutes and Regulations**
(b) **Statement of Work**
(c) **Special Terms and Conditions**
(d) **General Terms and Conditions, if attached, 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:

Signature Date

James M. Mullen, Director
Emergency Management Division
Washington State Military Department

APPROVED AS TO FORM:
Chad C. Standifer (signature on file) 11/22/10
Assistant Attorney General

FOR THE CONTRACTOR:

Signature 8/2/2011 Date 08-02-11

Paul Jewell, Chairman
Board of County Commissioners
for
Kittitas County

RECEIVED
AUG 05 2011
E911

Form 10/27/00 kdb

RECEIVED
EMD
AUG 05 2011

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a reimbursement contract. Within the total contract amount, travel, goods, services and other listed budget categories will be reimbursed on an actual cost basis.

Payment Provisions

a. Not more often than monthly, the Contractor shall submit to the Department invoice vouchers (Form A-19) requesting reimbursement for incurred eligible expenses listed in WAC 118-66-050. In the "Description" column of the Form A-19 invoice vouchers, the Contractor shall list each vendor name, each incurred eligible expense for which reimbursement is being sought, the check or warrant number(s) used by the Contractor to pay each listed eligible expense, and the date of the check or warrant for which the Contractor is requesting reimbursement.

b. Within 30 days of receiving and approving the invoice voucher, the Department shall remit to the Contractor a warrant for reimbursement as described herein.

c. Payment by the Department to the Contractor shall only be made as reimbursement for eligible expenses approved by the Department and incurred between **July 1, 2011** and **June 30, 2013** which is also known as the performance period. Work started prior to July 1, 2011 and/or not complete by June 30, 2013 will be considered outside the performance period and therefore not eligible for reimbursement. The Contractor shall not request payment in anticipation of expenditures not yet incurred.

d. If a question arises about the requested reimbursement, the Contractor will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the 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.

e. The Contractor agrees to use forms and/or system provided by the Department for necessary reports.

f. The Contractor agrees to abide by all applicable Enhanced 911 statutes, regulations and Policies.

ARTICLE II -- REPORTS:

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

Financial Reports	#/Copies	Completion Date
Monthly Expense Reports	**1**	**No later than 30 days following the end of the month**
Local Travel Policy/Procedures	**1**	**July 31, of each year**
Mid Biennium Budget Review	**1**	**July 31, 2012**
Time Audit Report	**1**	**February 28, of each year**
Final Reimbursement Request	**1**	**July 31, 2013**

All contract work must not start prior to July 1, 2011 and must be delivered, installed/completed and accepted by June 30, 2013; although certain reports may be submitted by July 31, 2013 as described above. Final billing not received by July 31, 2013 may not be processed. The contract remains open through September 15, 2013 only to allow for final contract reconciliation by the Department.

ARTICLE III -- 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.

CONTRACTOR: MILITARY DEPARTMENT:

Name/Title	**Darlene Mainwaring, Director**	Name/Title	**Teresa Lewis, E911 Financial Coordinator**
E-Mail	Mainwaring@kittcom.org	E-Mail	t.lewis@emd.wa.gov
Phone	509.925.8530	Phone	253.512.7481

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor 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).

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

1. **USE OF FUNDS**

   The funds provided by the Department as described in the Budget attached as Exhibit C, shall be used by the Contractor solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the E911 policies incorporated herein that are necessary to operate Enhanced 911 countywide. Reimbursement shall be made consistent with E911 policies for approved expenses described in WAC 118-66 that are incurred between **July 1, 2011** and **June 30, 2013**.

2. **LOCAL FUNDING**

   The Contractor affirms that it has authorized collection of the local E911 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 Enhanced 911 system in the county. Consistent with RCW 38.52.540(2), the Contractor will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.

3. **CONSOLIDATION**

   If the Contractor receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the Contractor agrees 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 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 enhanced 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.

4. **ENHANCED 911 POLICIES**

   The Contractor agrees to abide by all of the following Enhanced 911 Policies, as amended, available at http://www.emd.wa.gov/e911/e911_policies.shtml and incorporated herein by reference:

   E911 County Contract Policy, E911 County Regionalization Contract Policy, Advisory Committee Attendance Policy, E911 Coordinator Forum Attendance Policy, E911 Training Policy, E911 Public Safety Answering Point (PSAP) Support Mapping Policy, E911 Customer Premises Equipment/Telephone System Support Policy, E911 Auxiliary Generator Support Policy, E911 Call Detail Recorder Support Policy, E911 Logging/Voice Recorder Support Policy, E911 Clock Synchronizer Support Policy, E911 Computer Aided Dispatch (CAD) Support Policy, E911 Uninterruptible Power Supply Support Policy, E911 Call Receiver Console Furniture Support Policy, E911 Salaries and Benefits, and the E911 Public Education Policy.

5. **ATTENDANCE OBLIGATIONS**

   The Contractor agrees to send the designated County Enhanced 911 personnel to the following events:

   a. Advisory Committee Meetings: County agrees to send the Enhanced 911 Coordinator to as many of the Advisory Committee meetings as possible, but each year, no less than five (5) of the nine (9) Advisory Committee meetings per fiscal year in accordance with the E911 Advisory Committee Attendance Policy; and

   b. Coordinator Forums: County agrees to send the Enhanced 911 Coordinator and an additional appropriate E911 representative to the October Fall Forum, the March Spring Forum and to the June Summer Training Forum/Conference of each year, in accordance with the E911 Coordinator Forum Attendance Policy.

General Terms and Conditions
Emergency Management - Enhanced 911

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.

b. "**Contractor**" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the Contractor as permitted under the terms of this contract.

c. "**Subcontractor**" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. 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. **EVALUATION AND MONITORING**

a. The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department or the State Auditor that are pertinent to this contract.

b. The Department and the State Auditor or any of their representatives shall have full access to and the right to examine, inspect, audit and copy, at all reasonable times, Contractor'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.

3. **RECORDS MAINTENANCE AND RETENTION**

a. The Contractor shall maintain books, records, documents, and other evidence using accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

b. The Contractor will retain all books, records, documents, and other material relevant to this contract for six (6) years after the date of grant closure or contract final expiration date, whichever applies to this document.

4. **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.

5. **TRAVEL AND SUBSISTENCE REIMBURSEMENT --** Unless the contract specifically provides for different rates, 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 amended.

6. **SUBCONTRACTS --** All subcontracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

7. **NONASSIGNABILITY --** Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

8. **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.

9. **ATTORNEY'S FEES** – Except as provided for in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

10. **RECAPTURE PROVISIONS --** In the event that the Contractor fails to expend funds under this contract in accordance with state laws or the provisions of this contract, the Department reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Department is required to institute legal proceedings to collect such funds, the Department shall be entitled to its costs thereof, including reasonable attorney's fees.

    If funds are provided for a consolidated PSAP under this contract, the Department reserves the right to recapture any such funds in the event the County fails to maintain a consolidated PSAP for the period specified herein.

11. **NONDISCRIMINATION --** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

    a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, 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.

12. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the "ADA" 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.

13. **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, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations.

    In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate this contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to so comply with applicable law.

14. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT --** The Contractor, and/or employees or agents performing under this contract 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 or privilege 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.

15. **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.

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

17. **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.

18. **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, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

19. **CONTRACT MODIFICATIONS --** The Department and the Contractor may, from time to time, request changes in services to be performed with funds subject to this contract. Any such changes that are mutually agreed upon by the Department and the Contractor 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 oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

20. **TERMINATION OF CONTRACT**

a. If, through any cause, the Contractor shall fail to fulfill in a timely or proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations of this contract, the Department has the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.

b. Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

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

d. The Department may unilaterally terminate all or part of this contract, 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.

21. **DISPUTES --** The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve such dispute, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

22. **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. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

23. **SEVERABILITY --** If any provision of this contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this contract which can be given effect without the invalid provision or application, and to this end, the provisions of this contract are declared severable.

24. **INDUSTRIAL INSURANCE COVERAGE --** Prior to performing work under this contract, the Contractor shall provide industrial insurance coverage for the Contractor'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 Contractor, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the Contractor shall deliver to the Department certificates of insurance reflecting that the Contractor has obtained all the insurance coverage required by this section.

25. **GENERAL INSURANCE --** 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 their employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Contractor hereby notifies the Department that as a County Government of the State of Washington and in accordance with Washington law, Contractor has full loss coverage for itself, its officers, employees and agents, through self insurance and/or the purchase of insurance. Upon the Department's request, Contractor 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.

End Approved 8/31/2009

STATEMENT OF WORK
ENHANCED 911 COUNTY CONTRACT - FY2012-13
July 1, 2011 – June 30, 2013

I. INTRODUCTION:

The Washington Military Department Emergency Management Division has statutory authority under RCW 38.52.510 to assist and facilitate Enhanced 911 (E911) operation throughout the state, and under RCW 38.52.540, RCW 38.52.545, and Chapter 118-66 WAC to provide funds from the State Enhanced 911 account to assist the Contractor to establish and operate an Enhanced 911 program. Under this contract, to the extent of available funds, the Military Department will provide reimbursement to the Contractor (County) in the amounts described in the Budget attached as Exhibit C for those incurred eligible Coordinator Professional Development and Operational Expenses approved by the Department as described below and consistent with WAC 118-66-050 and the E911 policies incorporated by reference into this contract by Special Terms and Conditions, Article V.4.

II. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the Military 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, 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 moneys may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, shall 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 increasing 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 118-66-050 lists expenses that "may be eligible for reimbursement...based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by the statute and regulation".

III. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED IN CONTRACT:

A. Consistent with statutes and regulations cited herein, this contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the Contractor, in support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items.

B. The performance period of this contract shall be July 1, 2011 through June 30, 2013. All work must be started and completed within this period. Work started or ending outside of the performance period will not be eligible for reimbursement.

County contracts contain two categories of eligible expenses available for reimbursement as described below: Statewide Services, and Operations.

1. Statewide services benefit all counties and do not require local revenue to be expended prior to state direct payment or reimbursement through county contracts. Statewide services are broken into two categories: those directly paid by Department outside this contract on behalf of Counties and those Coordinator Professional Development expenses which are reimbursed through this contract.

    a. Direct paid items include, but are not limited to: network, database, state contracted training for Telecommunicators; coordination and facility expense for state sponsored training; coordinator forums; Advisory Committee meetings and Advisory Committee Subcommittee meetings. These expenses are paid by the Department outside this contract.

    b. Coordinator Professional Development reimbursement through County Contracts include travel expenses for attending: Advisory Committee meetings; Advisory Committee Subcommittee meetings; Coordinator Forums; State Supported training; National Conference attendance; Public Education; 911 Salaries, Benefits and Training; and 911 Call Receiver Training.

2. Operations funding benefits only those counties that have expended their local revenue on eligible E911 expenses and need additional reimbursement assistance to meet their eligible operational expenses. Operations expenses are only reimbursed to counties through their County Contracts.

    a. A county in the state of Washington may be eligible to received available funds from the enhanced 9-1-1 account (state) for certain eligible enhanced 9-1-1 expenses as described in WAC 118-66-040 only if the county has imposed the maximum county enhanced 9-1-1 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2).

    b. State reimbursement for eligible expenses for operations is available only if the county 911 system is completely enhanced for wireline, and wireless E911 services.

    c. Operations expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the E911 Policies.

B. Expenses.

1. General Reimbursement Requirements for County Contractors:

    a. Reimbursement will be made, contingent upon funding availability, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;

    b. Subject to available funding and approval by the Department, eligible expenses will be funded at 100 percent of requested amount, subject to reimbursement limits set in policy or WAC;

    c. In the event available funding will not cover all contract eligible amounts, items will be funded in full or not at all;

    d. Funding is for primary Public Safety Answering Point (PSAP) only, unless otherwise specified in applicable Department policy;

    e. All line items are common elements and will be split 40 percent wireline and 60 percent wireless, consistent with State E911 revenues received;

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 E911 system are not eligible for state financial assistance for E911 operations.

3. Expense Documentation and Approval:

a. Contractor must submit documentation of eligible expenses to the Department; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization on forms supplied by the Department;

b. Contractor must submit eligible Expense Reports and/or requests for reimbursement so they are received by the Department by the 30th day following the month in which payment was made; and counties with "Action Plans" due to audit findings must submit additional hard copy documentation, as required, so it is received by the Department by the 30th day following the month in which payment was made;

c. Expenses contained in Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by "Action Plans", may not be reimbursed. However, revenues reported in such Expense Reports will be counted as part of the County's local revenue;

d. Expense Reports will be processed in the order received by the Department;

e. The Department may request additional documentation and/or information from Contractor 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 event with the exception of conference registration fee.

g. Training expenses are exempt from the 30 day submittal requirement, but must be submitted for reimbursement within 60 days of the actual event.

h. Prior to purchasing or leasing any equipment or software, Contractor must submit a written quote to the Department for review and approval. Without prior written approval the purchase or lease may not be eligible for reimbursement by the Department.

BUDGET

	FY12		FY13	
	WIRELINE	WIRELESS	WIRELINE	WIRELESS
Coordinator Professional Development	$ 13,920	$ 20,880	$ 13,920	$ 20,880
Operational	$ 88,142	$129,930	$120,188	$177,732
Totals for Wireline and Wireless	$102,062	$150,810	$134,108	$198,612
FISCAL YEAR TOTALS Not to Exceed	**$252,872**		**$332,720**	
TOTAL CONTRACT NOT TO EXCEED	**$585,592**			

Funding Source: RCW 38.52.510, .540, .545/Chapter 118-66 WAC, and PI# 73281 Wireline/73282 Wireless

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT

CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
Kittitas County TIN/91-6001349	August 2, 2011
PROJECT DESCRIPTION	**CONTRACT NUMBER**
FY2012-13 E911 County Contract	E12 - 027

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Paul Jewell	**County Commissioner Term Ends: 12-31-2012**
	Obie O'Brien	**County Commissioner Term Ends: 12-31-2014**

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Paul Jewell	**County Commissioner Term Ends: 12-31-2012**
	Obie O'Brien	**County Commissioner Term Ends: 12-31-2014**

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Darlene Mainwaring	**E911 Coordinator Indefinate/ Appointed**
	Judy Pless	**Budget & Finance Manager Indefinate/ Appointed**

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

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