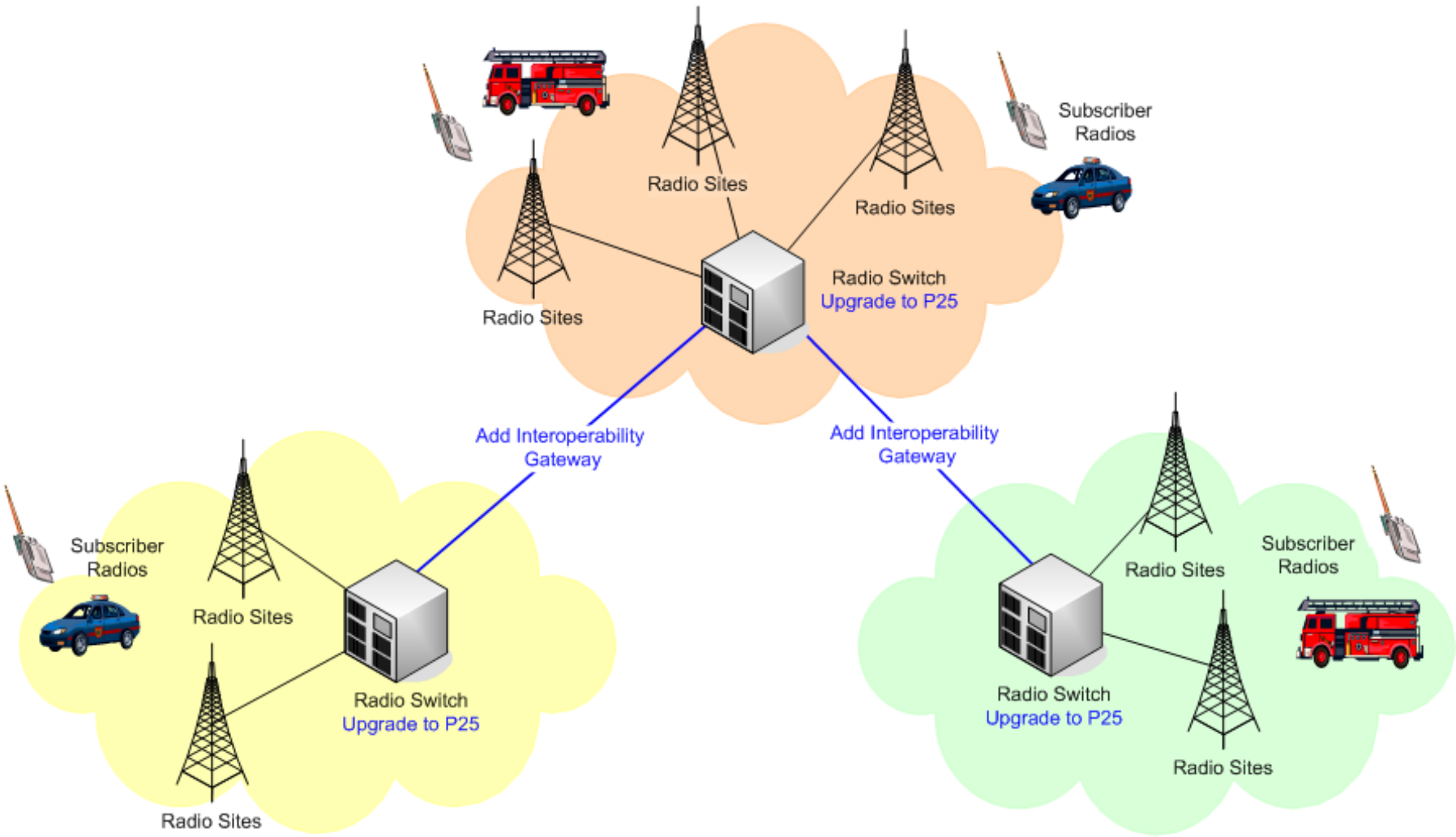
City of Seattle / King County Regional Radio System

(City of Seattle, EPSCA, King County and ValleyCom)



City of Tacoma Radio System

Snohomish County Emergency Radio System (SERS)

City of Seattle
Office of the Mayor

August 17, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that would authorize the Director of the Department of Information Technology to enter into an Interlocal Agreement between the City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System, and Valley Communications Center, which operate emergency radio systems in King, Pierce, and Snohomish counties, to enhance public safety communication within the three counties. The Interlocal Agreement would formalize governance for an interconnected emergency radio system that enables first responders to maintain communication with their home dispatch centers throughout the three-county region.

The City of Seattle applied for Public Safety Interoperable Communications (PSIC) Grant Program funding from the U.S. Department of Homeland Security to improve interoperable communications in King, Pierce, and Snohomish counties. In 2008 the City received a $3.4 million PSIC grant and authorized the Department of Information Technology to receive that grant under Ordinance 122781. The City and its partners are now adding new technology to existing radio systems to enhance operation and achieve the grant objective. Field work should be complete by June 30, 2011.

This legislation would improve safety for the public and first responders by enhancing interoperable communication in our three county region. Thank you for your consideration of the legislation. Should you have questions, please contact Bill Schrier, Chief Technology Officer, at 684-0633.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

COUNCIL CLERK

ORDINANCE _____

AN ORDINANCE relating to 800 MHz emergency radio communication; authorizing the Director of the Department of Information Technology to execute on behalf of the City an Interlocal Agreement between the City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System, and Valley Communications Center for the purpose of interoperable 800 MHz emergency communications within the Puget Sound region; and ratifying and confirming prior acts.

WHEREAS, the City of Seattle applied for Public Safety Interoperable Communications (PSIC) Grant Program funding from the U.S. Department of Homeland Security via the State of Washington, Military Department, Emergency Management Division; and

WHEREAS, the City of Seattle was awarded PSIC Grant Program funding to add standards-based technology to existing 800 MHz emergency radios systems to enhance interoperable communications within King, Pierce, and Snohomish counties; and

WHEREAS, the Department of Information Technology was granted authority by Ordinance 122781 to accept the PSIC Grant Program funding; and

WHEREAS, the Department of Information Technology and representatives from City of Tacoma, Eastside Public Safety Communications Agency, King County, Snohomish County Emergency Radio System, and Valley Communications Center agreed to develop an interlocal agreement to facilitate implementation of the grant and to describe mutual decision making, implementation, operations, maintenance, changes and costs to assure ongoing operation of their connected radio systems; and

WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Corporation Act, any two or more public agencies may enter into agreements with one another for joint or cooperative action, provided that the agreements are authorized by their governing bodies; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Department of Information Technology, or his designee, is authorized to execute for and on behalf of the City of Seattle an agreement substantially in the form of the Interlocal Agreement among City of Seattle, City of Tacoma, Eastside Public Safety

COUNCIL CLERK

Communication Agency, King County, Snohomish County Emergency Radio System and Valley Communications Center for the Puget Sound Next-Generation Voice Data Switch Project (PSIC Grant E08- 354), attached hereto as Attachment 1.

Section 2. Any act consistent with the authority of this ordinance taken after the passage of this ordinance and prior to its effective date is hereby ratified.

Section 3. This ordinance shall take effect and be in force 30 days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2010, and signed by me in open session in authentication of its passage this

_____ day of _____, 2010.

_____
President _____of the City Council

Approved by me this ____ day of _____, 2010.

_____
Michael McGinn, Mayor

Filed by me this ____ day of _____, 2010.

_____
City Clerk

(Seal)

COUNCIL CLERK

Attachments:

- Attachment 1 to DoIT 800 MHz Radio Interlocal Agreement ORD 1: Interlocal Agreement among City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency (EPSCA), King County, Snohomish County Emergency Radio System (SERS), and Valley Communications Center for the Puget Sound Next-Generation Voice/Data Switch Project (PSIC Grant #E08-354)
- Attachment 1, Exhibit A: Motorola Inc Work Orders 701,702 and 703 Dated June 26, 2009 and Work Order 704 dated October 19, 2009
- Attachment 1, Exhibit B: Puget Sound Next-Generation Voice/Data Switch Project Charter
- Attachment 1, Exhibit C: PSIC Contract E08-354 between the Washington Military Department and the City of Seattle
- Attachment 1, Exhibit D: Payment Schedule
- Attachment 1, Exhibit E: Next Generation Switch Project Sign-off Procedure and Responsibilities

COUNCIL CLERK

INTERLOCAL AGREEMENT
AMONG
CITY OF SEATTLE, CITY OF TACOMA, EASTSIDE PUBLIC SAFETY COMMUNICATION AGENCY (EPSCA), KING COUNTY, SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM (SERS), AND VALLEY COMMUNICATIONS CENTER
FOR THE
PUGET SOUND NEXT-GENERATION VOICE/DATA SWITCH PROJECT
(PSIC GRANT # E08-354)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency (EPSCA), King County, Snohomish County Emergency Radio System (SERS), and Valley Communications Center, hereinafter referred to collectively as the "Parties," pursuant to Chapter 39.34 RCW.

PURPOSE

WHEREAS the Parties each separately own and operate Motorola SmartZone 4.1 public safety radio systems, and

WHEREAS the Parties agree to upgrade their separate systems by installing core P25-compliant infrastructure using Public Safety Interoperable Communications (PSIC) grant funding awarded to the City of Seattle on behalf of the Puget Sound Region, and the City of Seattle agrees to use the awarded PSIC grant funding for this purpose; and

WHEREAS the Parties agree to make improvements in interoperability throughout the Region by using Gateways to connect the Master Sites of their upgraded systems through shared Backhaul Links; and

WHEREAS prior to purchase of the new Equipment, the Parties agreed to plan for ongoing operation of their connected systems through an Interim Governance Document wherein basic principles of mutual decision making, implementation, operations, maintenance, changes and costs are described; and

WHEREAS prior to installation of the new Equipment, the Parties agreed to assure ongoing operation of their connected systems through a final governance document based on the Interim Governance Document wherein mutual decision making, implementation, operations, maintenance, changes and costs are finalized;

COUNCIL CLERK

NOW, THEREFORE, it is agreed that the foregoing Purpose statement is hereby ratified and accepted as part of this Agreement. It is further agreed that:

ARTICLE 1

DEFINITIONS

1.1. Agreement means this document and all Exhibits attached hereto.

1.2. Backhaul Link means a physical communications facility that connects systems in different geographic locations. Backhaul Links can be, but are not limited to, microwave radio, fiber optic cable, and circuits leased from a telephone company.

1.3. Design Change means any change to a Party's Radio System that will impact the ability of Subscriber Radios from another Party's Radio System to Fingertip Roam onto the changed system.

1.4. Effective Date means the date when this Agreement is fully executed by an authorized representative of each Party and the requirements in Section 2.6 have been fulfilled.

1.5. Equipment means the core P25-compliant infrastructure defined in Motorola Inc. ("Motorola") work orders 701, 702 and 703 dated June 26, 2009 and Work Order 704 dated October 19, 2009 and attached hereto as Exhibit A, or as amended by the Parties.

1.6. Fingertip Roaming is the capability for Subscriber Radios to travel from one Radio System to another Radio System on pre-designated Talk Groups by changing a setting on the Subscriber Radio.

1.7. Gateway or Interoperability Gateway is hardware and software that provides an interconnection between Master Sites and that allows designated Talk Groups to operate across multiple Radio Systems.

1.8. Interim Governance Document means the "Agreement for Puget Sound Next-Generation Voice/Data Switch Project (PSIC Grant # E08-354)" version 2.1 dated 6/25/2009.

1.9. Master Site means the central electronics equipment used to tie radio transmission equipment and dispatch consoles together into a complete Radio System to provide wide area communications.

1.10. Project Charter means the Puget Sound Next Generation Voice/Data Switch Project Charter attached as Exhibit B.

COUNCIL CLERK

1.11. Project 25 (P25) is a suite of standards for digital radio communications for use by federal, state, and local public safety agencies in North America.

1.12. PSIC Contract means PSIC Contract E08-354 between the Washington Military Department and the City of Seattle attached as Exhibit C.

1.13. Puget Sound Next-Generation Voice/Data Switch Project or Project means all authorized costs and activities relating to installing core P25-compliant infrastructure using PSIC grant funding awarded to the City of Seattle on behalf of the Puget Sound Region, in accordance with the Project Charter, Exhibit B.

1.14. Puget Sound Region or Region means the geographic area of King, Pierce, and Snohomish counties.

1.15. Public Safety Interoperable Communications (PSIC) is a federal grant program intended to help agencies improve the interoperability of public safety communications systems through the use of advanced technological solutions.

1.16. Radio System means all infrastructure necessary to provide wide area radio communications within a specific geography. It includes Master Site equipment, radio transmission equipment, and dispatch console equipment. It does not include Subscriber Radios.

1.17. SmartZone 4.1 is a proprietary radio system designed by Motorola for wide area voice communications.

1.18. Subscriber Radio means an end-user radio, mobile or portable.

1.19. Talk Group means a software-controlled identification system that allows a trunked Radio System to provide repeater access to groups of Subscriber Radios. A Talk Group is essentially equal to a single channel in a conventional radio system.

1.20. Tri-county Regional Interoperability Committee (TRIC) is the committee responsible for joint coordination of the interconnection between Radio Systems in accordance with Article 3, Governance.

COUNCIL CLERK

ARTICLE 2

TERMS

2.1. INTERCONNECTION. The individual systems shall be linked together during implementation as described in the Project Charter, Exhibit B.

2.2. PROJECT MANAGEMENT. The City of Seattle shall appoint a project manager, acting in accordance with the Project Charter, Exhibit B, as a single point of contact between the Parties and Motorola.

2.3. JOINT COORDINATION. The upgraded, linked systems shall be jointly coordinated under the terms of this Agreement.

2.4. COSTS. The Parties shall continue to be individually responsible for all costs related to their individual Radio Systems and for their portion of shared Backhaul Links to other connected Radio Systems.

Each Party is responsible for a portion of the cost for the Puget Sound Next-Generation Voice/Data Switch Project. With the exception of the City of Seattle, each Party's cost responsibility is included in the Payment Schedule in Exhibit D. The City of Seattle will have lead agency responsibilities as further described in the Project Charter, will dedicate all PSIC Contract funds to the Project, will pay Project costs that are not covered by the PSIC Contract and other Parties' reimbursements (as further described in the Project Charter), and will guarantee that the other Parties' shares of Project costs shall not exceed the amounts listed in Exhibit D. Upon invoice, each Party agrees to reimburse the City of Seattle that Party's respective share in accordance with Exhibit D.

2.5. SCOPE OF AGREEMENT. The Parties agree to perform their respective obligations as described in the following exhibits attached hereto and incorporated herein:

EXHIBIT A: Motorola Inc Work Orders 701, 702 and 703 dated June 26, 2009 and Work Order 704 dated October 19, 2009
EXHIBIT B: Puget Sound Next-Generation Voice/Data Switch Project Charter
EXHIBIT C: PSIC Contract E08-354 between the Washington Military Department and the City of Seattle
EXHIBIT D: Payment Schedule
EXHIBIT E: Next Generation Switch Project Sign-off Procedure and Responsibilities

In the event of any conflict between documents, these documents have the following order of precedence:

1. PSIC Contract E08-354 between the Washington Military Department and the City of Seattle, Exhibit C
2. This Agreement
3. Puget Sound Next-Generation Voice/Data Switch Project Charter, Exhibit B

2.6. POSTING OR FILING OF AGREEMENT. Within five business days of the last date of execution, the City of Seattle will record a copy of the fully executed Agreement with the Auditors of Pierce and Snohomish Counties and the King County Recorder and will provide notice of the filing and the recording number to each Party.

2.7. DURATION. The term of this Agreement shall be six years from the Effective Date unless terminated earlier in accordance with the provisions of this Agreement. The Parties may extend for a second six-year term in accordance with Section 3.5.

2.8. PROJECT COMPLETION. The Puget Sound Next Generation Voice/Data Switch Project shall be deemed complete following the successful cutover and acceptance of Master Site and Interoperability Gateway operations by all Parties ("Project Completion"). Upon Project Completion, the Project Charter shall cease to be in effect.

2.9. SUBCONTRACTORS. Each Party, except the City of Seattle, is a Subcontractor under the PSIC Contract and will comply with all requirements applicable to Subcontractors under the PSIC Contract.

2.10. OWNERSHIP. In consideration of the Parties' financial reimbursement and the mutual obligations in this Agreement, after Project Completion and receipt of reimbursement, the City of Seattle will transfer ownership of the three Master Sites and related Interoperability Gateway, including any applicable warranties, to the following Parties:

A. One Mast er Site and related Gateway to The City of Tacoma;
B. One Mast er Site and related Gateway to SERS;
C. One Master Site and related Gateways to King County, EPSCA, Valley Communications Center and the City of Seattle, which Parties shall have equal and undivided ownership.

The transfer of ownership will be in a manner acceptable to the Washington Military Department in compliance with the terms of the Terms of the PSIC Contract.

2.11. TERMINATION. This Agreement may be terminated at any time in accordance with Section 3.5.

COUNCIL CLERK

2.12. AMENDMENTS. This Agreement may be amended in accordance with Section 3.5.

2.13. OTHER AGENCIES. Other agencies or jurisdictions may become Parties to this Agreement in accordance with Section 3.5.

2.14. DISPUTES, JURISDICTION AND VENUE. The Parties shall endeavor to resolve disputes in an amicable manner by direct discussions. The Parties may elevate a dispute to the TRIC. The Parties may engage in alternative dispute resolution by mutual agreement. No Party waives its rights to seek legal remedy, the jurisdiction and venue for which shall be King County Superior Court.

2.15. INDEMNIFICATION. Each Party shall defend, indemnify, and hold each other harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities damages, penalties, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from damage to property or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, servants, agents, or officers elected or appointed. The foregoing indemnity specifically covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party or Parties entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

2.16. MUTUAL RELEASE. Each Party agrees to work in good faith to achieve the overall performance goals of the Parties with respect to joint coordination of Radio Systems; however, no Party is providing an assurance of any particular standard of performance to another Party unless expressly provided herein. All Parties hereby mutually release one another from any claims arising from a failure of any Party's communication system or the inability of communications to occur through a Party's system unless such failure is caused by a breach of obligations expressly stated in this Agreement. This release applies to direct claims between the Parties, and does not in any way reduce or limit the indemnification obligation for third party claims under Section 2.15.

2.17. PROJECT APPROVALS. As lead agency, the City of Seattle will use the procedure depicted on Exhibit E to ensure that each Party approves the following project milestones: system design, factory testing of three Master Sites, completion of site installation testing of each of the three Master

COUNCIL CLERK

Sites, and final system acceptance. Additionally, the City of Seattle will communicate all material information provided by Motorola regarding the project. Each Party is responsible for ensuring that the project milestones are acceptable for each Party's individual Radio System and its respective users. So long as it has complied with the requirements of this Section 2.17, the City of Seattle will not be responsible for Radio System failures or problems arising after the transfer of ownership.

2.18. NO THIRD PARTY BENEFICIARIES. No Party to this Agreement is providing an assurance of any particular standard of performance to a third party. Nothing in this Agreement is intended to create a claim or cause of action in favor of a third party in the event there is a failure of a Party's Radio System or the inability of communications to occur through a Party's system.

2.19. ENTIRE AGREEMENT

A. This Agreement including all Exhibits contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior Agreement shall be effective for any purpose except as provided herein.

B. S everability. Any provision of the Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. If the invalidated or illegal provision is essential to one or more of the Parties receiving the benefit of their bargain under this Agreement, the Parties agree to negotiate a replacement provision that shall make that Party or Parties whole to the greatest extent possible.

C. Counterparts. This Agreement may be executed in one or more counterparts without affecting the validity of the Agreement.

ARTICLE 3

GOVERNANCE

Each Party shall continue to manage and operate its individual Radio System and portion of shared Backhaul Links to other connected Radio Systems. The Parties agree to jointly manage the interconnection between Radio Systems according to the following principles:

COUNCIL CLERK

3.1 The Parties hereby create the TRIC to assure that all provisions of this Agreement are executed.

3.2 The TRIC shall meet as necessary, but at a minimum on a quarterly basis, to discuss ongoing operations and review proposed changes.

3.3 Each Party shall designate one representative to the TRIC to vote on its behalf on decisions affecting the connected systems. A voting representative may designate an alternate if he/she is unable to attend a meeting where voting will occur.

3.4 One voting representative will be selected each year to serve a one-year term as chairperson of the TRIC. Selection of a chairperson will be by simple majority of voting representatives, and will take place at the first meeting following the Effective Date and annually thereafter. The chairperson will call and chair meetings and record, at a minimum, decisions made and actions taken by the group.

3.5 The following decisions shall require 100% consensus by all Parties:

A. Ter mination of this Agreement
B. Ame ndments to this Agreement
C. Adding Parties to this Agreement
D. Extending this Agreement as contemplated in Section 2.7.

100% consensus is achieved by a unanimous vote of the TRIC.

3.6 Decisions affecting Design Change. It is the intention and goal of all Parties to operate their individual Radio Systems in a manner that facilitates Fingertip Roaming. As a result, any Party undertaking a Design Change to its individual system will first provide the TRIC with notice and will work cooperatively with the TRIC to complete the Design Change in a manner that allows for continued Fingertip Roaming between systems. Notwithstanding this goal, each Party maintains ultimate control over its Radio System.

3.7 Each Party retains the right to disconnect its Gateway(s) without first notifying other Parties if an interconnection begins to degrade performance of its individual Radio System or in the event of an emergency. The Party that disconnects will notify all other Parties as soon as possible.

3.8 Each Party agrees to work together, at its own expense, to diagnose and repair the cause of any issue that leads to degradation or disconnecting of Gateway(s). Once the issue is resolved, the Parties agree to reconnect the Gateway(s).

COUNCIL CLERK

3.9 To maximize the benefits of the Gateways, the Parties agree to establish naming standards for Fingertip Roaming Talk Groups.

SIGNATURES ON NEXT PAGE

COUNCIL CLERK

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

CITY OF SEATTLE _____ William M. Schrier, Chief Technology Officer _____ Date	**CITY OF TACOMA** _____ Eric A. Anderson, City Manager _____ Date
EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY (EPSCA) _____ Leon Kos, Executive Board Chair _____ Date	_____ Michelle Lewis-Hodges, Information Technology Director _____ Date _____ Robert K. Biles, Finance Director _____ Date
SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM (SERS) _____ SERS Board President _____ Printed Name _____ Date	**APPROVED AS TO FORM AND LEGALITY:** _____ Assistant City Attorney _____ Printed Name _____ Date _____ Debbie Dahlstrom, Risk Manager _____ Date
VALLEY COMMUNICATIONS CENTER _____ Steve Reinke, Director _____ Date	**ATTEST:** _____ Doris Sorum, City Clerk _____ Date

COUNCIL CLERK

KING COUNTY

_____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNCIL CLERK

EXHIBIT A: MOTOROLA INC WORK ORDERS 701, 702 AND 703 DATED JUNE 26, 2009 AND WORK ORDER 704 DATED OCTOBER 19, 2009

MOTOROLA INC WO701.pdf

MOTOROLA INC WO702.pdf

MOTOROLA INC WO703.pdf

MOTOROLA INC WO704.pdf

COUNCIL CLERK

John J. Gallagher Jr.
Motorola Inc.
18200 NE Union Hill Rd. #200
Redmond, Wa. 98052
425-896-2337

CITY OF SEATTLE

DEPARTMENT OF INFORMATION TECHNOLOGY

Vendor Contract # 0000002355

Bill to:
City of Seattle DOIT
Accounts Payable
PO Box 94709
Seattle, Wash. 98124-4709

Ship to:
City of Seattle Radio Shop
1933 Minor Avenue
Seattle, Wash. 98101

Work Order 701

Seattle Puget Sound PSIC 3 Switch Project

Qty	Model	Description	Price	Extended Price
1	Per Proposal	Equipment including, Master Sites, MGEG's, SmartX boxes, Interoperable Gateways, misc parts and cards, Upgrade Operations, Installation System Technologist, Warranty, Freight, Documentation, Optimization.	**$2,595,162.24**	$2,595,162.24
			Sub-Total	**$2,595,162.24**
		Washington State Sales Tax	**9.50%**	**$246,540.41**
			Work Order 701 Total	**$2,841,702.65**

Payment Terms: **Payment Schedule I, Seattle Contract**

Note: **Do not ship Partial or Early per Proposal Section 4, Project Schedule**

Reference Motorola Proposal, City of Seattle, Puget Sound PSIC P25 System, May 6, 2009

Final acceptance of phase 1 and phase 2 of the original Regional network have been completed and do not pertain to final acceptance of this work order.

Signature _____ **Date** 26 June 2009

William M. Schrier
Chief Technology Officer
City of Seattle

COUNCIL CLERK

City of Seattle

Purchase Order

Dept of Information Technology

Dept of Executive Administration
700 5th Ave
Seattle WA 98104
United States

Purchase Order	Date	Change Order#
DIT-DPO0900701- CC	06/26/2009	Page 1 of 1
Payment Terms	Freight Terms	
DUE 30 DAY	Destination Prepaid & Allowed	
Buyer: Heilman, Pamela		Phone: 206/684-4687
Requester: Wu, Stanley L		Phone: 206/684-0554

Vendor: 0000056084
MOTOROLA INC
13108 COLLECTIONS CENTER DR
CHICAGO IL 60693

Ship To: City of Seattle
Seattle WA
United States

Bill To: Dept of Information Technology
700 5th Ave, Suite 2700
PO Box 94709
Seattle WA 98124-4709
United States

Tax Exempt? N Tax Exempt ID: Sourced From REQ#: Last Item Due Date: 12/31/2010

Line-Schd	Item	Description	Due Date	Quantity	UOM	PO Price	Extended Amt
1- 1	DPO0900701-1	LT PROVIDE AND INSTALL SEATTLE PUGET SOUND PSIC SWITCH EQUIPMENT PER PROPOSAL DATED MAY 6, 2009, WORK ORDER 701, AND SEATTLE VENDOR CONTRACT #2355	12/31/2010	1.00	LT	2,595,162.24	2,595,162.24
			Sales Tax: SEATTLE 9.5%				246,540.41

- DIT - 730490 - 50410 - D3314 - 59428 - - -
- DIT - D314GR001 - ALL - - - -

Schedule Total 2,841,702.65

Item Total DPO0900701-1 LT PROVIDE AND 2,841,702.65

THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 701, AND SEATTLE VENDOR CONTRACT #2355, AND THIS PURCHASE ORDER SIGNATURE PAGE COMPRISES THE ENTIRE AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE VENDOR. WHERE THERE ARE CONFLICTS BETWEEN THES DOCUMENTS, THE CONTROLLING DOCUMENT WILL BE THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 701, SEATTLE VENDOR CONTRACT #2355, AND THEN THE PURCHASE ORDER SIGNATURE PAGE.

PLEASE LIST AGREEMENT# DPO0900701 ON EVERY INVOICE

DEPARTMENT CONTACT: STAN WU 206-684-0554

Sales Tax Total for SEATTLE (9.5%) 246,540.41

Total PO Amount 2,841,702.65

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. No changes may be made to this Purchase Order except as authorized by the Buyer.

Authorized Signature/Date 26 June 2009

COUNCIL CLERK

John J. Gallagher Jr.
Motorola Inc.
18200 NE Union Hill Rd. #200
Redmond, Wa. 98052
425-896-2337

CITY OF SEATTLE

DEPARTMENT OF INFORMATION TECHNOLOGY

Vendor Contract # 0000002355

Bill to:
City of Seattle DOIT
Accounts Payable
PO Box 94709
Seattle, Wash. 98124-4709

Ship to:
City of Seattle Radio Shop
1933 Minor Avenue
Seattle, Wash. 98101

Work Order 702

Seattle Puget Sound PSIC 3 Switch Project

Qty	Model	Description	Price	Extended Price
1	Per Proposal	*Professional Services, Engineering and Project Management	$905,730.21	$905,730.21
		No Sales Taxes		
			Work Order 702 Total	**$905,730.21**

Payment Terms: **Payment Schedule I, Seattle Contract**

Note: **Do not ship Partial or Early per Proposal Section 4, Project Schedule**

Reference Motorola Proposal, City of Seattle, Puget Sound PSIC P25 System, May 6, 2009

*Seattle Work Order 702 does not include Washington State Sales Tax because the tax does not apply to Professional Services. In the event Motorola is required to pay sales tax Motorola will invoice the City of Seattle and the City will pay to Motorola the amount of the sales tax including any interest and penalties within twenty (20) days after the date of the invoice for remittance to the State of Washington.

Final acceptance of phase 1 and phase 2 of the original Regional network have been completed and do not pertain to final acceptance of this work order.

Signature _____ **Date** 26 June 2009

William M. Schrier
Chief Technology Officer
City of Seattle

COUNCIL CLERK

City of Seattle — Purchase Order

Dept of Information Technology

Dept of Executive Administration
700 5th Ave
Seattle WA 98104
United States

Purchase Order	Date	Change Order#	
DIT-DPO090702A- CC	06/26/2009		Page 1 of 1
Payment Terms	Freight Terms		
DUE 30 DAY	Destination Prepaid & Allowed		
Buyer: Heilman, Pamela		Phone: 206/684-4687	
Requester: Wu, Stanley L		Phone: 206/684-0554	

Vendor: 0000056084
MOTOROLA INC
13108 COLLECTIONS CENTER DR
CHICAGO IL 60693

Ship To: 700 5TH AVE
SEATTLE WA 98104
United States

Bill To: Dept of Information Technology
700 5th Ave, Suite 2700
PO Box 94709
Seattle WA 98124-4709
United States

Tax Exempt? N **Tax Exempt ID:** Sourced From REQ#: Last Item Due Date: 12/31/2010

Line-Schd	Item	Description	Due Date	Quantity	UOM	PO Price	Extended Amt
1- 1	DPO090702A-1	LTSEATTLE PUGET SOUND PSIC 3 SWITCH-PROFESSIONAL SERVICES PER PROPOSAL DATED MAY 6, 2009, WORK ORDER 702, AND SEATTLE VENDOR CONTRACT #2355	12/31/2010	1.00	LT	905,730.21	905,730.21

- DIT - 741190 - 50410 - D3314 - 59428 - - -
- DIT - D314GR001 - ALL - - - -

Schedule Total 905,730.21

Item Total DPO090702A-1 LTSEATTLE PUGET 905,730.21

THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 702, AND SEATTLE VENDOR CONTRACT #2355, AND THIS PURCHASE ORDER SIGNATURE PAGE COMPRISES THE ENTIRE AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE VENDOR. WHERE THERE ARE CONFLICTS BETWEEN THES DOCUMENTS, THE CONTROLLING DOCUMENT WILL BE THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 702, SEATTLE VENDOR CONTRACT #2355, AND THEN THE PURCHASE ORDER SIGNATURE PAGE.

PLEASE LIST AGREEMENT# DPO090702A ON EVERY INVOICE

DEPARTMENT CONTACT: STAN WU 206-684-0554

Total PO Amount 905,730.21

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. No changes may be made to this Purchase Order except as authorized by the Buyer.

Authorized Signature/Date 26 Jun 2009

COUNCIL CLERK

John J. Gallagher Jr.
Motorola Inc.
18200 NE Union Hill Rd. #200
Redmond, Wa. 98052
425-896-2337

CITY OF SEATTLE

DEPARTMENT OF INFORMATION TECHNOLOGY

Vendor Contract # 0000002355

Bill to:
City of Seattle DOIT
Accounts Payable
PO Box 94709
Seattle, Wash. 98124-4709

Ship to:
City of Seattle Radio Shop
1933 Minor Avenue
Seattle, Wash. 98101

Work Order 703

Seattle Puget Sound PSIC 3 Switch Project

Qty	Model	Description	Price	Extended Price
1	Proposal # 090226R1	Seattle, Puget Sound PSIC P25 Training plan	$150,322.00	$150,322.00
		No Sales Taxes		
			Work Order 703 Total	**$150,322.00**

Payment Terms: **Payment Schedule IV**

Net 30 days items as shipped (upon completion of each Class)

Note: Reference Motorola Training Proposal, City of Seattle, Puget Sound PSIC P25 System, June 22, 2009
Training is non taxable in the State of Washington

Signature _____ **Date** 26 June 2009

William M. Schrier
Chief Technology Officer
City of Seattle

COUNCIL CLERK

City of Seattle

Purchase Order

Dept of Information Technology

Dept of Executive Administration
700 5th Ave
Seattle WA 98104
United States

Purchase Order	Date	Change Order#	
DIT-DPO090703A- CC	06/26/2009		Page 1 of 1
Payment Terms	Freight Terms		
DUE 30 DAY	Destination Prepaid & Allowed		
Buyer: Heilman, Pamela		Phone: 206/684-4687	
Requester: Wu, Stanley L		Phone: 206/684-0554	

Vendor: 0000056084
MOTOROLA INC
13108 COLLECTIONS CENTER DR
CHICAGO IL 60693

Ship To: 700 5TH AVE
SEATTLE WA 98104
United States

Bill To: Dept of Information Technology
700 5th Ave, Suite 2700
PO Box 94709
Seattle WA 98124-4709
United States

Tax Exempt? N **Tax Exempt ID:** Sourced From REQ#: Last Item Due Date: 12/31/2010

Line-Schd	Item	Description	Due Date	Quantity	UOM	PO Price	Extended Amt
1- 1	DPO090703A-1	LT SEATTLE PUGET SOUND PSIC SWITCH-TRAINING SERVICES PER PROPOSAL DATED JUNE 22, 2009, WORK ORDER 703, AND SEATTLE VENDOR CONTRACT #2355	12/31/2010	1.00LT		150,322.00	150,322.00

- DIT - 741190 - 50410 - D3314 - 59428 - - -
- DIT - D314GR001 - ALL - - - -

Schedule Total 150,322.00

Item Total DPO090703A-1 LT SEATTLE PUGET 150,322.00

THE PROPOSAL DATED JUNE 22, 2009, WORK ORDER 703, AND SEATTLE VENDOR CONTRACT #2355, AND THIS PURCHASE ORDER SIGNATURE PAGE COMPRISES THE ENTIRE AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE VENDOR. WHERE THERE ARE CONFLICTS BETWEEN THES DOCUMENTS, THE CONTROLLING DOCUMENT WILL BE THE PROPOSAL DATED JUNE 22, 2009, WORK ORDER 703, SEATTLE VENDOR CONTRACT #2355, AND THEN THE PURCHASE ORDER SIGNATURE PAGE.

PLEASE LIST AGREEMENT# DPO090703A ON EVERY INVOICE

DEPARTMENT CONTACT: STAN WU 206-684-0554

Total PO Amount 150,322.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. No changes may be made to this Purchase Order except as authorized by the Buyer.

Authorized Signature/Date 26 June 2009

COUNCIL CLERK

John J. Gallagher Jr.
Motorola Inc.
18200 NE Union Hill Rd. #200
Redmond, Wa. 98052
425-896-2337

CITY OF SEATTLE

DEPARTMENT OF INFORMATION TECHNOLOGY

Vendor Contract # 0000002355

Bill to:
City of Seattle DOIT
Accounts Payable
PO Box 94709
Seattle, Wash. 98124-4709

Ship to:
City of Seattle Radio Shop
1933 Minor Avenue
Seattle, Wash. 98101

Work Order 704

Seattle Puget Sound PSIC 3 Switch Project

Qty	Model	Description	Price	Extended Price
1	Per Proposal	IV&D, Integrated Voice and Data	$93,782.05	$93,782.05
1	Per Proposal	POP25	$12,167.95	$12,167.95
1	Addition	IP Based Ethernet Connectivity	$53,193.00	$53,193.00
			Sub-Total	**$159,143.00**
		Washington State Sales Tax	**9.50%**	**$15,118.59**
			Work Order 704 Total	**$174,261.59**

Payment Terms: **Payment Schedule I**

(1) Approval of System Design – 10%
(2) Acceptance of Factory Test - 15%
(3) Delivery of Hardware– 35%
(4) Certification of Completed Install of Site or Subscriber Unit – 30%
(5) Final Acceptance and Resolution of all Punch List Items - 10%

Note: Do not ship Partial or Early per Proposal Section 4, Project Schedule
Reference Motorola Proposal, City of Seattle, Puget Sound PSIC P25 System, May 6, 2009

Signature _____ **Date** 19 OCT 2009

City of Seattle

City of Seattle — Purchase Order

Dept of Information Technology

Dept of Executive Administration
700 5th Ave
Seattle WA 98104
United States

Purchase Order	Date	Change Order#	
DIT-DPO090103 - CC	10/19/2009		Page 1 of 1
Payment Terms	Freight Terms		
DUE 30 DAY	Destination Prepaid & Allowed		
Buyer: Thi Truong Tran		Phone: 206/615-1110	
Requester: Wu,Stanley L		Phone: 206/684-0554	

Vendor: 0000056084
MOTOROLA INC
13108 COLLECTIONS CENTER DR
CHICAGO IL 60693

Ship To: City of Seattle
Seattle WA
United States

Bill To: Dept of Information Technology
700 5th Ave, Suite 2700
PO Box 94709
Seattle WA 98124-4709
United States

Tax Exempt? N **Tax Exempt ID:** Sourced From REQ#: Last Item Due Date: 12/31/2010

Line-Schd	Item	Description	Due Date	Quantity	UOM	PO Price	Extended Amt
1- 1	DPO090103-1LT	Provide and install Seattle Puget Sound PSIC Switch Integrated Voice and Data, OOP25, and IP Based Ethernet Connectivitity per proposal dated May 6, 2009, Work Order 704, and Seattle Vendor Contract #2855	12/31/2010	1.00	LT	159,143.00	159,143.00
		Sales Tax: SEATTLE 9.5%					15,118.59

- DIT - 730490 - 50410 - D3314 - 59428 - - -
- DIT - D314GR001 - ALL - - - -

Schedule Total 174,261.59

Item Total DPO090103-1LT Provide and 174,261.59

THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 704, AND SEATTLE VENDOR CONTRACT #2855, AND THIS PURCHASE ORDER SIGNATURE PAGE COMPRISES THE ENTIRE AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE VENDOR. WHERE THERE ARE CONFLICTS BETWEEN THES DOCUMENTS, THE CONTROLLING DOCUMENT WILL BE THE PROPOSAL DATED MAY 6, 2009, WORK ORDER 704, SEATTLE VENDOR CONTRACT #2855, AND THEN THE PURCHASE ORDER SIGNATURE PAGE.

PLEASE LIST AGREEMENT# DPO090103 ON EVERY INVOICE

DEPARTMENT CONTACT: STAN WU 206-684-0554

Sales Tax Total for SEATTLE (9.5%) 15,118.59

Total PO Amount 174,261.59

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. No changes may be made to this Purchase Order except as authorized by the Buyer.

Authorized Signature/Date 19 OCT 09

COUNCIL CLERK

Project Charter

Project	***Puget Sound Next-Generation Voice/Data Switch (PSIC Grant # E08-354)***		
Created By	*Mark Schmidt*	**Date**	*5/8/2008*
Phone	*206-233-7878*	**Email**	*mark.schmidt@seattle.gov*

Project Sponsor	*King County Regional Communications Board (City of Seattle)*		
Supporting Organization	*Puget Sound Regional Interoperability Executive Committee (PSR-IEC)*		
Funding Sources	*Funding sources include a $3,417,274 grant from the Public Safety Interoperable Communications (PSIC) Grant Program and matching contributions (cash and in-kind) from participating agencies.* *The required match is 20% of total project funding ($0.85M), so minimum total funding for this project is $4.25M.* *Project costs and agency funding requirements are included in the Appendix.*		
Grant starts	*7/1/2008*	**Grant ends**	*9/30/2011*

Background	*The central Puget Sound region (King, Pierce, and Snohomish Counties and the Port of Seattle) has invested more than $100 million to build four compatible, 800 MHz trunked radio systems. The four systems are linked together and to the Federal Integrated Wireless Network (IWN) and other VHF and UHF systems serving Pierce County and the Washington State Patrol. The region led the nation in achieving this level of interoperability for voice communications.* *The existing 800 MHz radio systems were state-of-the-art when they were installed. There was no open technical standard at the time, so the region installed proprietary systems manufactured by Motorola.* *Currently, there is no regional interoperability for data communications.* *The King County Regional Communications Board (City of Seattle) applied for and received a PSIC grant to install a next-generation voice and data switch in the region. Meanwhile, the region started a Regional Executive Policy Committee (REPC), with input from elected officials, to deal with future public safety communications needs for the central Puget Sound region.*
Business Drivers	*The business drivers are to:* • *Improve our present systems' functionality through the addition of newer, open-standards-based technology.* • *Expand and improve voice/data interoperability in the Puget Sound region*
Mission	*Design, acquire, and implement the technology necessary to improve and expand radio communications operability and enhance interoperability in the Puget Sound region.*

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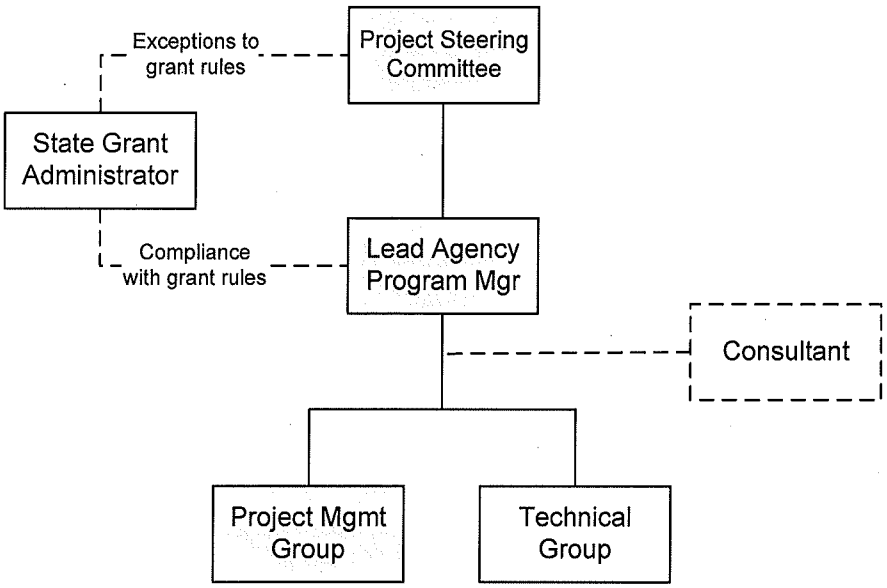
Guiding Principles	*This project will:* • *Comply with PSIC grant investment justification objectives* • *Align with the work of the REPC and, specifically, requirements coming from the REPC subcommittees* • *Potentially provide a transition path from current technology to next-generation technology* • *Improve upon the level of voice interoperability that exists today* • *At a minimum, maintain existing operability and functionality for all systems* • *Use technology that will make it possible to source switch and provide subscribers with equipment from multiple vendors, if desired* • *Explore the opportunity for integration with current and future wireless data communications technology* • *Align with the intent of national public safety communication objectives, as possible*
Project Steering Committee	*The Project Steering Committee will oversee the project from the grant start date through the acquisition, installation, testing, and ongoing operation of the next-generation switch. The Project Steering Committee will remain in effect until superseded by another authority.* *Pierce County and each 800 MHz radio licensee/system owner in King, Snohomish and Pierce county may appoint one member to the Project Steering Committee for this project.* *The voting members of the Project Steering Committee are:* ***Agency*** — ***Voting Member*** *City of Seattle (Lead Agency)* — *Bill Schrier* *King County* — *David Mendel* *Eastside Public Safety Communications Agency (EPSCA)* — *Scott Hatfield* *Valley Communications Center (ValleyCom)* — *Steve Reinke* *Snohomish County Emergency Radio System (SERS)* — *Ron Solemsaas* *City of Tacoma* — *Steve Taylor* *A voting member may designate an alternative if he/she is unable to attend a Project Steering Committee meeting.* *Additional representatives from these agencies, as well as representatives from other local and state agencies, may participate in Project Steering Committee meetings as advisors; however, they will not have a vote.* *Meeting minutes and decision records that have been approved by the voting member of the Project Steering Committee from the Lead Agency will document the formal actions of the Project Steering Committee.*

2015 CITY CLERK

High-level Work Breakdown Structure	*The Project Steering Committee will set policy for the project and have final decision-making authority for all project-related matters until or unless superseded by another authority.* *Each voting agency will provide a Project Manager to manage resources, tasks, communications, etc. for that agency.* *Voting agencies will provide technical staff (radio system managers, engineers, and/or system technicians) to support the project requirements.* *The Lead Agency Program Manager will be responsible for working with the Project Management Group and the Technical Group to manage the project. The Lead Agency Program Manager will be accountable to the Project Steering Committee.* *The organizational structure for this project will be as follows:* 

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Roles and Responsibilities	*Per the terms of the PSIC grant, City of Seattle will be the Lead Agency for this project. Other roles on this project are outlined below.*	
	Role	***Responsibilities***
	State Grant Administrator	• *Monitor project activities to ensure grant funds are used in compliance with federal and state audit requirement, federal grant guidance, and applicable federal and state financial guides* • *Review performance reports* • *Monitor and document the completion of contract deliverables* • *Review any project documentation including phone calls, meetings, emails, and correspondence* • *Observe and document contract related activities such as training and equipment demonstrations* • *Provide technical assistance, expertise and state coordination with DHS and NTIA where necessary* • *Process the review and approval of all equipment purchases with the Washington State Committee on Homeland Security (CHS) State Equipment Subcommittee prior to purchase* • *Review reimbursement requests to ensure allowable grant guidelines and consistency with the contract budget* • *Reimburse funds to lead agency within 45 days of receipt and approval of signed and dated invoice vouchers (State form A19)* • *Conduct on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports, and verify completion of deliverables*
	Project Steering Committee	• *Set policy for the project* • *Be the final decision-making authority on all project-related matters subject to PSIC grant terms and conditions* • *Resolve issues* • *Select final design* • *Provide oversight on project finances* • *Approve revisions to the Project Charter, if required* • *Review and approve release of the RFP, if required*

DIS CITY CLERK

	Lead Agency Program Manager	• *Accountable to the Project Steering Committee.* • *Ensure that project objectives are met* • *Resolve issues and/or escalate issues to the Project Steering Committee for resolution* • *Work with the Project Management Group and the Technical Group to manage the project* • *Manage overall project finances* • *Ensure that project documentation and archives are maintained* • *Ensure that all required state and federal reports are submitted to the appropriate agencies, and that the Steering Committee is copied on all correspondence with those agencies.*
	Project Management Group	• *Manage assigned tasks and resources* • *Serve as the focal point for communications within each agency* • *Coordinate site access and use of facilities owned by each agency* • *Manage project finances within agencies* • *Oversee development of the RFP, if required*
	Technical Group	• *Frequency coordination, if required* • *Develop design alternatives* • *Complete detailed analysis of most viable options* • *Develop technical content for the RFP, if required*
Decision Making Process	*Routine project decisions will be made by the Project Management Group under the guidance of the Lead Agency Program Manager. If the Project Management Group cannot reach consensus on an issue, the Lead Agency Program Manager will forward the issue to the Project Steering Committee for resolution.* *The Project Steering Committee will have final decision-making authority for all project-related matters until or unless superseded by another authority. All decisions will require the unanimous consent of the present and voting members of the Project Steering Committee.*	
Communications	*The Project Management Group will develop a communication plan for review and approval by the Project Steering Committee. Project communications will include, at a minimum, meeting minutes, a record of decisions by the project team, and a record of decisions by the Project Steering Committee.* *Email will be the primary means of communications for meeting notices, minutes, etc. The lead agency will also host an FTP site for project-related documentation.*	
Dependencies	*Success of this project is dependent upon:* • *Agreement on the structure of the Project Steering Committee* • *Agreement on cost-sharing principles by stakeholders* • *Availability of suitable site(s)*	
Boundaries	*The following work is included* ***in the scope (IS)*** *of this project:*	

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	IS-1	*Establish a Project Steering Committee for the project. Obtain agreement on design, implementation, operation, maintenance and cost sharing principles.*
	IS-2	*Research availability of frequencies needed to support this project. Obtain FCC licenses, if needed.*
	IS-3	*Inventory and select site(s) for this project.*
	IS-4	*Determine switch design and develop an implementation plan.*
	IS-5	*Select vendor and procure equipment.*
	IS-6	*Install the next-generation switch.*
	IS-7	*Activate capacity on existing transmission infrastructure (fiber, microwave, etc.), as needed.*
	IS-8	*Test switch and interoperability with other systems. Develop subscriber radio templates and coordinate with system owners, if required to establish interoperability.*
	IS-9	*Train technical staff to operate and support the switch.*
	IS-10	*Develop end-user training material, if needed.*
	The following work is ***out of scope (OOS):***	
	OOS-1	*Selection, procurement, and/or deployment of new subscriber equipment.*
Deliverables	*D-1*	*Project Charter (this document)*
	D-2	*Technical report documenting availability of frequencies in the 700 MHz band*
	D-3	*Technical report describing preliminary switch options*
	D-4	*Summary report with feasible, high-level design options*
	D-5	*Technical specification that documents the current capabilities of existing radio systems and provides specific requirements for next generation switch equipment*
	D-6	*Completed implementation of the next generation switch, including interoperability with current systems*

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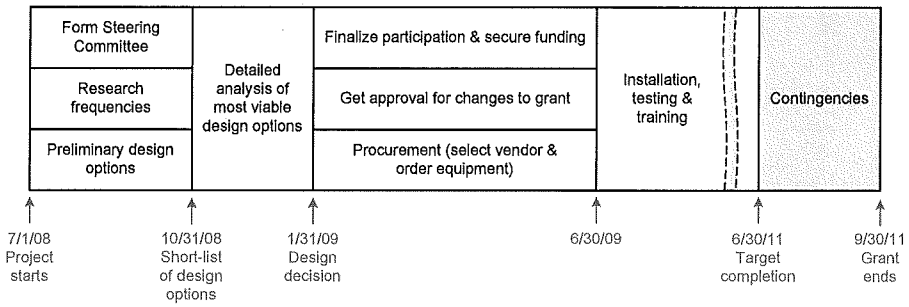
High-level Schedule

The following schedule aligns with the general time line proposed in the grant application. The Steering Committee may need to modify this schedule to accommodate things beyond its control (e.g. manufacturer lead times). If modified, the schedule may require review and approval by the State.



Start	Stop	Activity
7/1/2008		Grant begins. Project starts
7/1/2008	10/31/2008	Finalize the structure of the Project Steering Committee
7/1/2008	10/31/2008	Research available frequencies and prepare report
7/1/2008	10/31/2008	Prepare preliminary strategy and design options. Select most viable options for further analysis
11/1/2008	1/31/2009	Complete detailed assessments (technical, budget, and schedule) for most viable options. Identify specific costs and expected benefits by agency. Select final design
2/1/2009	6/30/2009	Agencies finalize participation and secure funding via their boards or other mechanism
2/1/2009	6/30/2009	Get State and DHS approval for changes to the original grant, if required
2/1/2009	6/30/2009	Carry out the procurement process. Select vendor and order equipment.
7/1/2009	6/30/2011	Install equipment and put it into service. Test switch and interoperability. Train technical staff.
7/1/2011	9/30/2011	Contingencies

DHS CITY CLERK

Signature

Approval of this Project Charter authorizes funding for the planning, design, and implementation of this project.

Lead Agency	Project Steering Committee member	Signature	Date
City of Seattle	*Bill Schrier* *Chief Technology Officer*		

DIS CITY CLERK

Version History

This table documents approved versions of this Project Charter.

Version	Version Date	Approved	Summary of Changes
1.1	*10/8/2008*	*At 10/10/2008 Steering Committee meeting*	*Original*
2.1	*6/12/2009*	*At 6/12/2009 Steering Committee meeting*	• *Updated description of project cost and agency funding requirements in **Funding Sources** section based upon approved three-switch design* • *Updated voting membership within the **Project Steering Committee** section (updated the EPSCA voting member, limited votes to agencies funding and participating in the three-switch design)* • *Updated **Deliverables** section to more accurately describe documents resulting from this project* • *Updated intermediate milestone dates in the **High-level Schedule** section.* • *Added documents to the **Appendix** that* – *describe project cost and funding based upon the approved design* – *document State approval of the equipment selected for the project, and* – *document DHS approval of the design change from the original grant proposal to the final three switch design*
2.2	*6/30/2009*	*N/A*	• *Corrected errors in the non-disclosure language in the document footer. No other changes made.*
3.0	*5/3/2010*	*5/4/2010 via email vote*	• *Updated project end date and milestone dates in the **High-Level Schedule** section to reflect PSIC program extension.* • *Added the **Version History** section to the document.*

DPS CITY CLERK

EXHIBIT C: PSIC CONTRACT E08-354 BETWEEN THE WASHINGTON MILITARY DEPARTMENT AND THE CITY OF SEATTLE

COUNCIL CLERK

STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION
MS: TA-20 Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200

October 17, 2008

Bill Schrier
City of Seattle-King County
Regional Communications Board
P.O. Box 94709
Seattle, WA 98124-4709

Re: Contract #E08-354 Reissue Fully Executed Contract

Dear Mr. Schrier:

Attached is a fully executed original reissued contract number E08-354 between the Washington Military Department and City of Seattle-King County Regional Communication Board.

Please contact me at (253) 512-7465 if you have any questions.

Sincerely,

Jennifer Schaal
PSIC and BZPP Program Manager

JS/rlc

cc: Contract Specialist
File

COUNCIL CLERK

Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address: **City of Seattle-King County Regional Communications Board** **PO Box 94709** **Seattle, WA 98124-4709**	2. Contract Amount: **$3,417,274**	3. Contract Number **E08-354 Reissue**
4. Contractor's Contact Person, phone number: **Bill Schrier (206) 684-0633**	5. Contract Start Date: **October 1, 2007**	6. Contract End Date: **June 30, 2010**
7. MD Program Manager/phone number: **Jennifer Schaal (253) 512-7465**	8. State Business License #: **NA**	9. UBI # (state revenue): 178 048 953

10. Funding Authority:
Washington State Military Department (Department) and the **Department of Homeland Security** (DHS)

11. Funding Source Agreement #: **2007-GS-H7-0003**	12. Program Index # & OBJ/SUB-OJ **773PK, 773PC, 773PD, 773PG NZ**	13. CFDA # & Title: **11.555 PSIC**	14. TIN or SSN: **91-6001275**

15. Service Districts: (BY LEGISLATIVE DISTRICT): **11, 36, 37, 43, 46** (BY CONGRESSIONAL DISTRICT): **7**	16. Service Area by County(ies): **King County**	17. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

18. Contract Classification: ☐ Personal Services o Client Services X Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other_____	19. Contract Type (check all that apply): X Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
20. Contractor Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	21. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR X SUBRECIPIENT ☐ OTHER

22. BRIEF DESCRIPTION:
Funds from the National Telecommunications and Information Administration (NTIA) and administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program are being provided for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.

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, Statement of Work, and Budget 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, and if attached,**
(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 CONTRACTOR:
James M. Mullen 10-15-08 Signature Date	3 October 2008 Signature Date
James M. Mullen, Director Emergency Management Division Washington State Military Department	Bill Schrier, Chief Technology Officer for City of Seattle King County Regional Communications Board
APPROVED AS TO FORM: Sara J. Finlay (signature on file) 9/12/2007 Assistant Attorney General	

Form 10/27/00 kdb

COUNCIL CLERK

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION:

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

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the contract.

Under the PSIC Grant Program the following applies:

Changes to the budget under 10% may be made between/among budget categories requiring a non-federal match, or between/among non-matched budget categories. Changes to the budget between matched and non-matched budget categories will not be reimbursed without the prior written authorization of the Department.

Requests for reimbursement of funds requiring a non-federal match must include documentation demonstrating the match amount and detail supporting the match source and type. Documentation must state that match funds are from non-federal sources. Match requirements can be met through cash or in-kind sources consistent with 15 CFR Parts 24.3 and 24.24.

ARTICLE II -- REPORTS:

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

Financial	#/Copies	Due Date
Quarterly Invoices	**1**	**Within 30 days following the end of the quarter in which the work was performed.**

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

Final Invoice (shall not exceed overall contract amount)	**1**	**No later than 30th day following the contract end date**

All contract work must end on the contract end date, however the Contractor has up to 30 days after the contract end date to submit all final billing.

Technical	#/Copies	Due Date
Progress Report	**Electronic**	**Every other month, on the 15th of the month, for the duration of the contract period.**
Final Report	**Electronic**	**June 30, 2010**

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:	MILITARY DEPARTMENT:
Bill Schrier, Project Manager	**Jennifer Schaal, Program Manager**

COUNCIL CLERK

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OMB Circular **A-87**, Cost Principles for State, Local, and Indian Tribal Governments; OMB **A-102**, Grants and Cooperative Agreements with State and Local Governments; and **A-133**, Audits of States, Local Governments, and Non-Profit Organizations.

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

1. Funds are provided by the National Telecommunications and Information Administration (NTIA) in agreement with the U.S. Department of Homeland Security (DHS) solely for the purpose of enhancing the interoperable communications capability of public safety agencies to respond to and recover from catastrophic incidents and incidents of terrorism. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of the Contractor's request for funding. Funding may not be used to replace or supplant existing public safety agency funding.
2. The Contractor shall provide a match of non-federal origin for all PSIC acquisition and deployment activities. Said match may be in the form of goods, services and in-kind services.
3. Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this contract prior to distribution of appropriated federal funds.

   Contractor agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.
4. The Contractor shall comply with all federal civil rights laws including Title VI of the Civil Rights Act of 1964, as amended. The Contractor is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services in conducting all PSIC funded activities.
5. The Contractor shall ensure objective subcontractor performance and eliminate unfair subcontractor competitive advantage. Any subcontractors that developed, drafted or helped prepare PSIC Investment Justifications, specifications, requirements, statements of work, invitations for bid and/or requests for proposal shall be excluded from competing for such procurements.

ARTICLE VI – EQUIPMENT MANAGEMENT:

All equipment purchased under this contract, by the Contractor or a Subcontractor, will be recorded and maintained in an equipment inventory system.

1. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
2. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
3. The Contractor shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Contractor for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigations, claims, or audit findings involving the records have been resolved.

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5. The Contractor shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Contractor will develop adequate maintenance procedures to keep the property in good condition.
8. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
   a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.
   b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Contractor shall compensate the federal-sponsoring agency for its share.
10. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VII – SUBRECIPIENT MONITORING:

The Department will monitor the activities of the Contractor from award to closeout and for the life of equipment purchased under this contract. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, applicable federal and state financial guides, as well as OMB Circular A-133 and A-122 where applicable.

Monitoring activities may include:

- review of performance reports;
- monitoring and documenting the completion of contract deliverables;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to insure allowability and consistency with contract budget;
- observation and documentation of contract related activities, such as exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As subgrantees of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – ENVIRONMENTAL AND HISTORIC PRESERVATION

The Contractor shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements can be found on FEMA's website at http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm. Construction-based projects must comply with additional provisions of federal law, including, but not limited to, the National Environmental Policy Act (NEPA).

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Washington Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

a. **"Department"** shall mean the Washington Military Department; as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. "Contractor" shall be further defined as one or the other of the following and so indicated on face sheet of the contract.

1) ***"Subrecipient"*** shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.

2) ***"Vendor"*** shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.

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. **"Recipient"**– a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

e. **"Pass-Through Entity"** means the Washington State Military Department as it is applied to this contract. As found in SAAM 50.30.30 – "A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program."

f. **"Nonfederal Entity"** is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).

g. **"Cognizant State Agency"** shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.

h. **"Federal Financial Assistance"** – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.

i. **"Grant"** - For the purposes herein, the term "grant" may be used to mean "contracts" or "grants" or "agreements".

j. **"CFDA Number"** – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.

k. **"CFR"** – Code of Federal Regulations

l. **"OMB"** – Office of Management and Budget

m. **"RCW"** - Revised Code of Washington

n. **"WAC"** - Washington Administrative Code.

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2. **SUBRECIPIENT MONITORING**

a. The Department, as a Recipient and/or Pass-Through Entity, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register. The Department shall adhere to its Subrecipient Monitoring Policy and the Subrecipient Monitoring Procedures (WMD Policy number 00-025-05.)

b. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

The Department as the Recipient and/or Pass-Through Entity will conduct on-site visits as appropriate and required by contract for "for-profit" subrecipients, since the A-133 Single Audit does not apply to "for-profit" organizations.

3. **RECORDS, MONITORING AND AUDIT ACCESS**

a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.

b. Access to public records-The Contractor acknowledges 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 and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the Department, the Washington State Auditor's Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

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d. Contractor shall provide right of access to its facilities and records to the Department and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

4. **SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Non-federal entities as subrecipients that expend **$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than **$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at http://www.omb.gov and then select "Grants Management" followed by "Circulars".

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor's Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Contractor shall include the above audit requirements in any subcontracts.

5. **RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. The Department is required to institute legal proceedings to enforce the recapture provision.

6. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

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This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The Department is not responsible for advising the Contractor about, or determining the Contractor's compliance with, applicable laws, regulations and policies.

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

7. **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. 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. 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. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations. 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.

9. **UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. **PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity relating to this contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the Department.

11. **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.

12. **CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

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Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

13. **LIMITATION OF AUTHORITY -- "Authorized Signature"**

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the assigned Authorized Signature for each party, or the assigned delegate by writing 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 Signature(s).

14. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the Department in any manner whatsoever, and will not be presented as nor claim to be officers or employees of the Department or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract 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, Worker's 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.

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

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution. A statement of "no conflict of interest" shall be submitted to the Department.

15. **NONASSIGNABILITY**

This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable 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.

16. **SUBCONTRACTING**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. The Military Department may request a copy of any and/or all subcontracts for work being completed under this contract.

17. **CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes to the contract or grant. 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.

18. **SEVERABILITY**

In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

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19. **ADVANCE PAYMENTS PROHIBITED**
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services.

20. **TAXES, FEES AND LICENSES**
Unless otherwise provided in this contract, the Contractor shall pay for and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Contractor or its staff required by statute or regulation that are necessary for contract performance.

21. **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. The Contractor may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

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. **HOLD HARMLESS AND INDEMNIFICATION**
Each party to this contract shall be responsible for injury to persons or 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.

24. **WAIVER OF DEFAULT**
Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by The Adjutant General or the Authorized Signature for the Department and attached to the original contract.

25. **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 a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

26. **ATTORNEY'S FEES**
In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney's fees and costs.

27. **LOSS OR REDUCTION OF FUNDING**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a "Termination for Cause", without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under "Contract Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

28. **TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Contractor has failed to fulfill in a timely and proper manner its obligations under this contract, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Contractor unable to perform any aspect of the contract, or has violated any of the covenants, agreements or stipulations of this contract, the Department has the right to immediately suspend or terminate this contract in whole or in part.

The Department may notify the Contractor in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Contractor an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Contractor's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Contractor an opportunity to cure, the Department shall notify the Contractor in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the contract may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Contractor, if allowed, or pending a decision by the Department to terminate the contract in whole or in part.

In the event of termination, the Contractor shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Contractor: (1) was not in default or material breach, or (2) failure to perform was outside of the Contractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

29. **TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination to the Department's Key Personnel identified in the contract, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this contract, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

30. **TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Department terminates this contract, the Contractor shall follow any procedures specified in the termination notice. Upon termination of this contract and in addition to any other rights provided in this contract, the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

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If the termination is for convenience, the Department shall pay to the Contractor the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of contract termination, and the amount agreed upon by the Contractor and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this contract. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Contractor for termination. The Department may withhold from any amounts due the Contractor such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Contractor shall:

a. Stop work under the contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

AAG Approved 9/12/2007

COUNCIL

Statement of Work
Public Safety Interoperable Communications Program

INTRODUCTION: The Washington State Military Department (the Department) is responsible for programs designed to prepare and improve the State's ability to respond to a catastrophic disaster or terrorist attack. The Department has received funds from the National Telecommunications and Information Administration (NTIA) administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program (PSIC). The Department is providing funds to public safety agencies for projects to enhance the interoperable communications capabilities in responding to catastrophic disasters or terrorist incidents.

The **City of Seattle-King County Regional Communications Board**, as the Contractor, has been awarded **$3,417,274** for its approved project "**Puget Sound Next Generation Voice/Data System**" to improve operating capability by providing emergency response coverage to King, Snohomish and Pierce Counties through a core infrastructure consisting of a next generation, standards-based communication system capable of transmitting voice and data on multiple frequencies within the 700MHz and 800MHz bands.

THE CONTRACTOR AGREES TO:

1. Perform project tasks, including: establish a regional governance board, charter and meeting schedule; inventory existing radio sites, research microwave and fiber requirements, select sites that support project coverage objectives, determine a connection method and obtain agreements with site owners for use of their facilities; determine required frequencies and obtain licenses; design system, select vendors and procure required equipment; install equipment and perform system integration testing to ensure system meets design and project specifications.
2. Plan and implement equipment purchases and other activities in accordance with PSIC Program Grant Guidance, which can be found at http://www.ojp.usdoj.gov/odp/grantsprograms.htm, as well as all subsequent policy changes. These requirements must be passed on to all of the Contractor's subcontractors, and monitored through periodic review of expenditures and equipment inventories.
3. Submit all intended equipment purchases to the Department for review and approval by the Washington State Committee on Homeland Security (CHS) State Equipment Subcommittee prior to purchase.
4. Submit all intended construction and renovation projects to the Department for review and approval by DHS and NTIA prior to prior to commencement of construction and renovation work.
5. Purchase equipment and ensure delivery, installation, testing and verification of satisfactory performance of all equipment prior to the end of the performance period. Purchase equipment through the Western States Contracting Alliance (WSCA) Washington State equipment procurement contracts, which can be accessed at http://www.aboutwsca.org/welcome.cfm. Purchases over $1,000 in value which cannot be made through WSCA will be submitted to the Department for approval prior to purchase. This requirement must be passed on to all of the Contractor's subcontractors.
6. Mark, when practicable, any equipment purchased with grant funding, as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
7. Adhere to DHS requirements that sole source contracts over $100,000 be reviewed and approved by the the Department prior to execution of a contract. This requirement must be passed on to all of the Contractor's subcontractors. This requirement must be passed on to all of the Contractor's subcontractors.
8. Adhere to DHS requirements that all contracts with individual consultants charging an excess of $450 per day, and not competitively bid, must be approved by the Department before the contract is executed. This requirement must be passed on to all of the Contractor's subcontractors. The Contractor is responsible for reviewing its subcontractors' consultant contract justifications.
9. Report progress on deliverables and advise the Department, in writing, of necessary adjustments to the content of the contract.

COUNCIL CLERK

10. Report regular progress on deliverables to the Washington State Interoperability Executive Committee (SIEC) and the Department. Failure to meet all of the reporting deadlines in the Milestone Timeline will prohibit the Contractor from being reimbursed, and will put a freeze on the processing of equipment approvals, while reports are outstanding.

11. Adhere to all financial and procurement guidance, including competitive bid processes and other procurement requirements as documented in the Office of Grant Operations Financial Management Guide found at http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.

12. Demonstrate a cash or in-kind non-federal match of not less than 20% of the total Acquisition and Deployment costs as outlined in the Budget Sheet, Exhibit C attached.

13. Submit, at a maximum monthly and at a minimum quarterly, signed and approved invoice vouchers using the State's A-19 form and the Department's Reimbursement Spreadsheet form detailing the expenditures. These forms can be found at http://emd.wa.gov/grants/grants_shsgp.shtml. All requests for reimbursement for expenses requiring a non-federal match will include a statement demonstrating how match requirements are being met. Requests for reimbursement of equipment purchases will include copies of vendor invoices and packing slips. Requests for reimbursement not signed by the Contractor's proper authorizing authority, as indicated on the Signature Authorization Form, will be returned to the Contractor.

14. Ensure full compliance with National Incident Management System (NIMS) requirements. Information about compliance requirements can be found on FEMA's NIMS Integration Center (NIC) web site, http://www.fema.gov/emergency/nims/nims_compliance.shtm.

THE MILITARY DEPARTMENT AGREES TO:

1. Provide technical assistance, expertise and state coordination with DHS and NTIA where necessary.
2. Reimburse the Contractor within 45 days of receipt and approval of signed, dated invoice vouchers (State form A-19) and all documentation of expenditures as required.

COUNCIL CLERK

Milestone Timeline
Public Safety Interoperable Communications Program

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
June 15, 2009	Project Progress Report submitted.
August 15, 2009	Project Progress Report submitted.
October 15, 2009	Project Progress Report submitted.
December 15, 2009	Project Progress Report submitted.
February 15, 2010	Project Progress Report submitted.
April 30, 2010	Project Progress Report submitted.
June 30, 2010	Final Report submitted.
June 30, 2010	Contract ends; all work ceases.
No later than July 31, 2010	All final invoices submitted for reimbursement.

COUNCIL CLERK

BUDGET SHEET
FFY 2007 Public Safety Interoperability Program
City of Seattle King County Regional Communications Board

PLANNING

Funding Source: 773PK

Subcategory		
Salaries & Benefits	$	-
Goods & Services	$	-
Travel & Per Diem	$	-
Subcontractors/Consultants	$	-
Other (Indirect)	$	-
Total	$	-

TRAINING

Funding Source: 773PC

Subcategory		
Salaries & Benefits	$	-
Goods & Services	$	16,335
Travel & Per Diem	$	-
Subcontractors/Consultants	$	-
Other (Indirect)	$	-
Total	$	16,335

ACQUISITION

Funding Source: 773PD

Subcategory		
Salaries & Benefits	$	-
Goods & Services	$	-
Travel & Per Diem	$	-
Subcontractors/Consultants	$	-
Other (Indirect)	$	-
Equipment	$	2,117,914
Total	$	2,117,914.00

DEPLOYMENT

Funding Source: 773PG

Subcategory		
Salaries & Benefits	$	-
Goods & Services	$	1,283,025
Travel & Per Diem	$	-
Subcontractors/Consultants	$	-
Other (Indirect)	$	-
Equipment	$	-
Total	$	1,283,025

Total Budget	$	3,417,274
Total Match Requirement	$	850,235

Notes:

1. Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acqaisition and Deployment) and unmatched (Planning and Training) categories can be made without prior approval from the Department. Changes between matched and unmatched categories, or that exceed 10%, require the Contractor submit a budget change request to the Department for approval.
2. ~~G&T Grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace~~ **(supplant)** funds that have been appropriated for the same purpose.

Washington State Military Department
AMENDMENT

1. CONTRACTOR NAME/ADDRESS:	2. CONTRACT NUMBER:	3. AMENDMENT NUMBER:
City of Seattle-King County Regional Communications Board PO Box 94709 Seattle, WA 98124-4709	**E08-354**	**A**

4. CONTRACTOR CONTACT PERSON, NAME/TITLE:	5. MD STAFF CONTACT, NAME/TELEPHONE:
Bill Schrier (206) 684-0633 bill.schrier@seattle.gov	**Jennifer Schaal (253) 512-7465 j.schaal@emd.wa.gov**

6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #:	8. FUNDING SOURCE NAME/AGREEMENT #:
91-6001275	**11.555 PSIC**	**2007-GS-H7-0003**

9. FUNDING AUTHORITY:
Washington State Military Department (Department) and **U.S. Department of Homeland Security** (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER:

Funds from the National Telecommunications and Information Administration (NTIA) and administered through the U.S. Department of Homeland Security (DHS) for the Public Safety Interoperable Communications Grant Program are being provided for projects to enhance the interoperable communications capability of public safety agencies in responding to and recovering from disasters and incidents of terrorism.

Due to vendor delays, the Contractor, City of Seattle-King County Regional Communications Board, requests an extension to fully expend remaining funds and ensure all equipment purchased under this contract has been received, installed, and tested.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Change** the overall contract end date **from** June 30, 2010 **to** September 30, 2011.
2. The contract amount of $3,417,274 remains **unchanged**.
3. **Replace** the original "Milestone Timeline" **with** the attached "Revised Milestone Timeline".

No other changes are required. All other terms and conditions of the original contract remain in full force and effect.

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, Statement of Work, and Budget govern the rights and obligations of both parties to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
James M. Mullen 3-29-10	Bill Schrier 23 March 2010
Signature Date	Signature Date
James M. Mullen, Director Emergency Management Division Washington State Military Department	Bill Schrier, Chief Technology Officer for City of Seattle King County Regional Communications Board
APPROVED AS TO FORM: Spencer W. Daniels (signature on file) 2/19/2004 Assistant Attorney General	

Form 10/27/00

COUNCIL CLERK

REVISED MILESTONE TIMELINE
FFY07 Public Safety Interoperable Communications Program

MILESTONE	TASK
October 1, 2007	Grant performance period begins.
June-July 2007	Contract execution.
August 15, 2008	Project Progress Report submitted.
October 15, 2008	Project Progress Report submitted.
December 15, 2008	Project Progress Report submitted.
February 15, 2009	Project Progress Report submitted.
April 15, 2009	Project Progress Report submitted.
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October 15, 2010	Project Progress Report submitted.
December 15, 2010	Project Progress Report submitted.
February 15, 2011	Project Progress Report submitted.
April 15, 2011	Project Progress Report submitted.
June 15, 2011	Project Progress Report submitted.
August 15, 2011	Project Progress Report submitted.
September 30, 2011	Final Report submitted.
September 30, 2011	Contract ends; all work ceases.
No later than October 30, 2011	All final invoices submitted for reimbursement.

COUNCIL CLERK

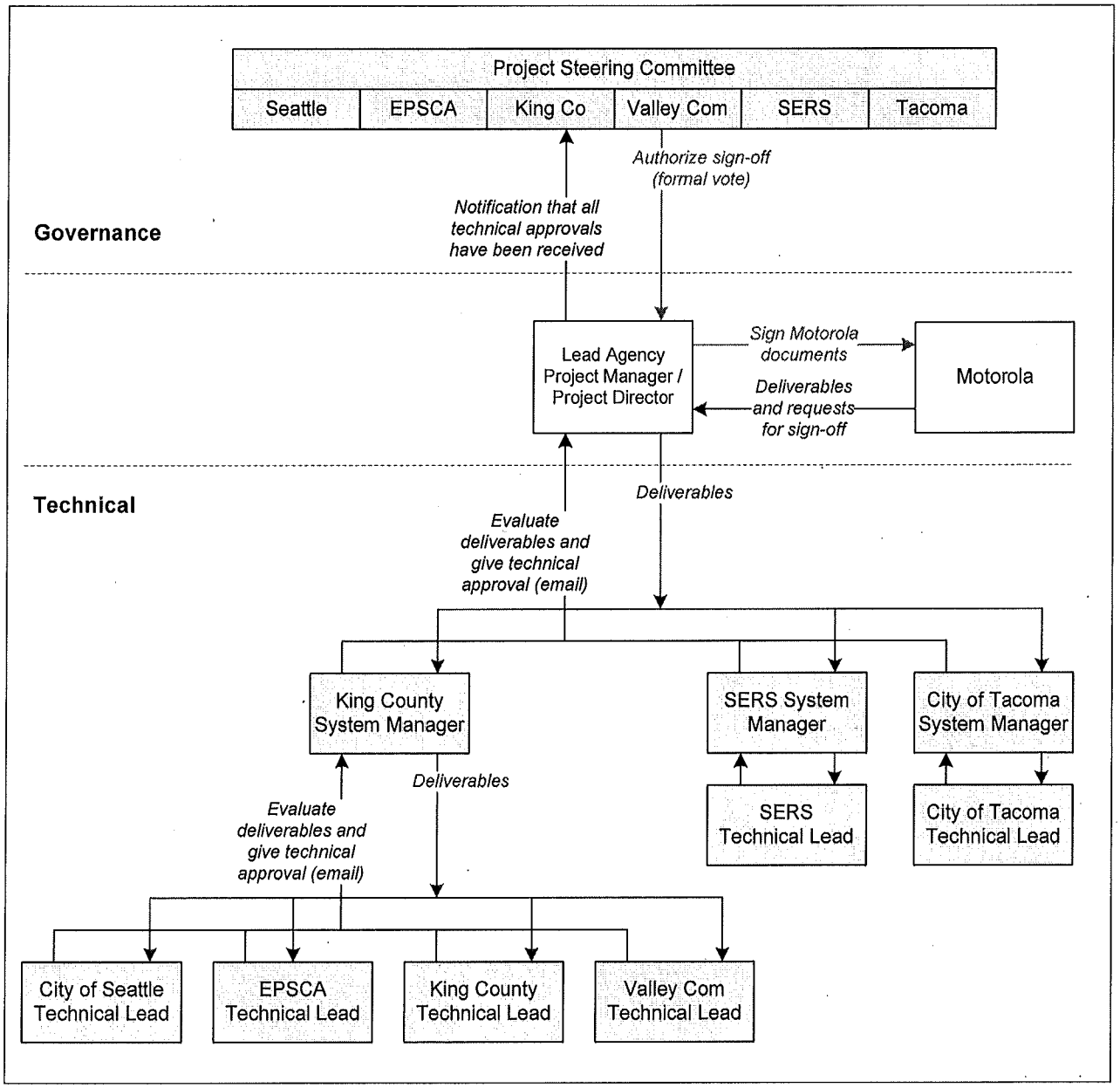
EXHIBIT D: PAYMENT SCHEDULE

Agency	Amount	Anticipated Payment Date
City of Tacoma	$206,068.35	2Q2010
Eastside Public Safety Communications Agency (EPSCA)	$61,304.33	2Q2010
King County	$61,304.33	2Q2010
Snohomish County Emergency Radio System (SERS)	$235,257.50	2Q2010
Valley Communications Center	$61,304.33	2Q2010

COUNCIL CLERK

Next Generation Switch Project
Sign-off Procedure and Responsibilities

This document describes the procedure that will be followed at key project milestones to ensure that all agencies evaluate deliverable and provide necessary approvals for sign-off. The overall procedure is illustrated below, with additional description of roles and responsibilities on the following page.



Next Generation Switch Project
Sign-off Procedure and Responsibilities

Roles and responsibilities for project milestone sign-offs are outlined below.	
Role	**Responsibilities**
Agency Technical Leads • City of Seattle • EPSCA • King County • Valley Com • SERS • City of Tacoma	• Evaluate deliverables (e.g. design review documentation, test results, etc.) • Notify the Lead Agency Project Manager if there are any known issues that could block milestone sign-off • Technical Leads for *City of Seattle*, *EPSCA*, *King County*, and *Valley Com* need to give technical approval / milestone acceptance in email to the King County System Manager
System Managers • King County Radio System • SERS • Tacoma	• Evaluate deliverable • Notify the Lead Agency Project Manager if there are any known issues that could block milestone sign-off • Obtain technical approval / milestone acceptance from the Technical Lead(s) for that radio system • Give technical approval / milestone acceptance in email to the Lead Agency Project Manager
Lead Agency Project Manager / Project Director	• Ensure that Technical Leads and System Managers are notified when milestone deliverables are available / complete • Resolve issues or escalate to the Steering Committee (if necessary) • Obtain technical approval / milestone acceptance from the three System Managers • Notify the Steering Committee when all technical approvals have been received • Call for a formal vote by the Steering Committee to authorize milestone sign-off • After receiving approval from the Steering Committee, Lead Agency Project Director will sign Motorola documents to complete formal sign-offs
Steering Committee voting members • City of Seattle • EPSCA • King County • Valley Com • SERS • City of Tacoma	• High-level review of project deliverables • Resolve issues (if necessary) • Vote to authorize milestone sign-off • Authorize material scope, schedule, or budget changes

Form revised February 4, 2010

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Information Technology	D'Anne Mount/3-8736	Greg Shiring/6-4085

Legislation Title: AN ORDINANCE relating to 800 MHz emergency radio communication; authorizing the Director of the Department of Information Technology to execute on behalf of the City an Interlocal Agreement between the City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System, and Valley Communications Center for the purpose of interoperable 800 MHz emergency communications within the Puget Sound region; and ratifying and confirming prior acts.

- **Summary of the Legislation:** This legislation would authorize the Director of the Department of Information Technology to enter into an Interlocal Agreement with five other agencies that operate emergency radio systems, permitting them to connect their individual systems together to enhance interoperable communication for first responders in King, Pierce, and Snohomish counties.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable)* The City of Seattle applied for Public Safety Interoperable Communications (PSIC) Grant Program funding from the U.S. Department of Homeland Security to improve interoperable communications in King, Pierce, and Snohomish counties. In 2008, the City received a $3.4 million PSIC grant, and authorized the Department of Information Technology to receive that grant under Ordinance 122781. The City and its partners are now working to add new technology-including specialized equipment that ties separate systems together – to enhance radio system operation and achieve the grant objective. Field work should be complete by 6/30/2011.

- *Please check one of the following:*

__X__ **This legislation does not have any financial implications.** *(Stop here and delete the remainder of this document prior to saving and printing.)*

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