

**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;

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.

- 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.

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 Master Site and related Gateway to The City of Tacoma;
 - B. One Master 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.

- 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

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. Severability. 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:

- 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. Termination of this Agreement
 - B. Amendments 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).

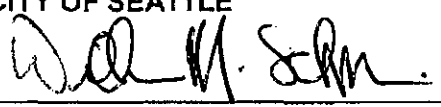
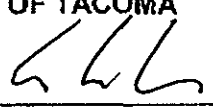
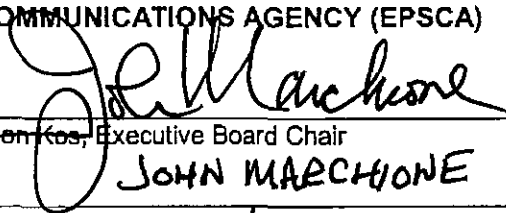
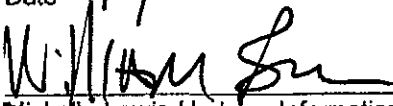
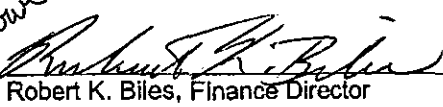
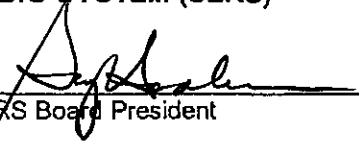
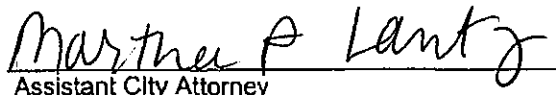



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- 3.9 To maximize the benefits of the Gateways, the Parties agree to establish naming standards for Fingertip Roaming Talk Groups.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

CITY OF SEATTLE  William M. Schrier, Chief Technology Officer 7 OCT 2010 Date	CITY OF TACOMA  Eric A. Anderson, City Manager 8/16/2010 Date
EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY (EPSCA)  John Marchione, Executive Board Chair 8/31/10 Date	 Michelle Lewis-Hodges, Information Technology Director July 30, 2010 Date  Robert K. Biles, Finance Director Date
SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM (SERS)  Gary Haakenson SERS Board President 9/10/10 Printed Name Date	APPROVED AS TO FORM AND LEGALITY:  Martha P. Lantz Assistant City Attorney 8/2/10 Printed Name Date  Debbie Dahlstrom, Risk Manager 8/13/10 Date
VALLEY COMMUNICATIONS CENTER  Steve Reinke, Director 9/17/10 Date	ATTEST:  Doris Sorum, City Clerk 8-17-10 Date

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KING COUNTY

Dow Constantine
Signature

DOW CONSTANTINE
Printed Name

COUNTY EXECUTIVE
Title

9.16.10
Date

APPROVED AS TO FORM:

Anh Nguyen
Signature

ANH NGUYEN
Printed Name

Deputy Prosecuting Attorney
Title

9/14/10
Date

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

City of Seattle

Purchase Order

Dept of Information Technology

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

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

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	

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 - 68428 - - -
- 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 THESE 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
W. Wu 26 June 2009

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John J. Gallagher Jr.
 Motorola Inc.
 18200 NE Union Hill Rd. #200
 Redmond, Wa. 98052
 425-886-2337

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, MEG'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


 William M. Schrier
 Chief Technology Officer
 City of Seattle

Date

26 June 2009

9/2/05

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City of Seattle

Purchase Order

Dept of Information Technology

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

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

Purchase Order	Date	Change Order#
DIT-DPO090702A- CC	06/25/2009	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	

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

Bill To: Dept of Information Technology
700 5th Ave, Suite 2700
PO Box 04700
Seattle WA 98124-4700
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 THESE 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
W. Heilman 26 Jun 2009

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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, 2008

*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 William M. Schrier

Date 26 June 2009

William M. Schrier
 Chief Technology Officer
 City of Seattle

9/2/05

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City of Seattle

Purchase Order

Dept of Information Technology

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

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

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	

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		1.00	LT	150,322.00
- DIT - 741190 - 50410 - D3314 - 59428 - . .							
- DIT - D314GR001 - ALL - . . .							

Schedule Total 150,322.00

Item Total1 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 THESE 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
Stanley L. Wu 26 June 2009

ORIGINAL

ORIGINAL

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

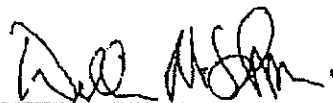
Payment Terms:

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, 2008
Training is non taxable in the State of Washington

Signature



William M. Schrier
Chief Technology Officer
City of Seattle

Date

26 June 2009

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City of Seattle

Purchase Order

Dept of Information Technology

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

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

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	

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 REC#:	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 Connectivity per proposal dated May 6, 2009, Work Order 704, and Seattle Vendor Contract #2855	12/31/2010	1.00LT 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 THESE 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

[Signature]

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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
P.O. 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

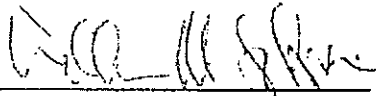
Payment Terms:**Payment Schedule I**

- (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



City of Seattle

9/2/05

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**EXHIBIT B: PUGET SOUND NEXT-GENERATION VOICE/DATA SWITCH PROJECT
CHARTER**



NG Switch Project
Charter v3.0.doc

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Project Charter

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

Project Sponsor	<i>King County Regional Communications Board (City of Seattle)</i>		
Supporting Organization	<i>Puget Sound Regional Interoperability Executive Committee (PSR-IEC)</i>		
Funding Sources	<p><i>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.</i></p> <p><i>The required match is 20% of total project funding (\$0.85M), so minimum total funding for this project is \$4.25M.</i></p> <p><i>Project costs and agency funding requirements are included in the Appendix.</i></p>		
Grant starts	<i>7/1/2008</i>	Grant ends	<i>9/30/2011</i>

Background	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>Currently, there is no regional interoperability for data communications.</i></p> <p><i>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.</i></p>
Business Drivers	<p><i>The business drivers are to:</i></p> <ul style="list-style-type: none"> <i>Improve our present systems' functionality through the addition of newer, open-standards-based technology.</i> <i>Expand and improve voice/data interoperability in the Puget Sound region</i>
Mission	<i>Design, acquire, and implement the technology necessary to improve and expand radio communications operability and enhance interoperability in the Puget Sound region.</i>

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Guiding Principles	<p><i>This project will:</i></p> <ul style="list-style-type: none"> • 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	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>The voting members of the Project Steering Committee are:</i></p> <table border="1"> <thead> <tr> <th>Agency</th><th>Voting Member</th></tr> </thead> <tbody> <tr> <td>City of Seattle (Lead Agency)</td><td>Bill Schrier</td></tr> <tr> <td>King County</td><td>David Mendel</td></tr> <tr> <td>Eastside Public Safety Communications Agency (EPSCA)</td><td>Scott Hatfield</td></tr> <tr> <td>Valley Communications Center (ValleyCom)</td><td>Steve Reinke</td></tr> <tr> <td>Snohomish County Emergency Radio System (SERS)</td><td>Ron Solemsaas</td></tr> <tr> <td>City of Tacoma</td><td>Steve Taylor</td></tr> </tbody> </table> <p><i>A voting member may designate an alternative if he/she is unable to attend a Project Steering Committee meeting.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	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
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														

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High-level Work Breakdown Structure

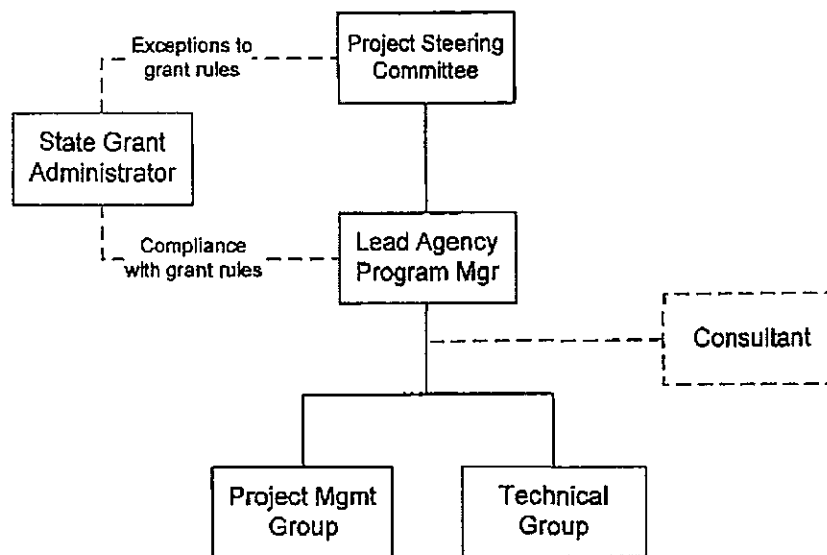
The Project Steering Committee will set policy for the project and have final decision-making authority for all project-related matters until or unless superseded by another authority.

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	<i>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.</i>	
	Role	Responsibilities
	State Grant Administrator	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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
	Lead Agency Program Manager	<ul style="list-style-type: none"> • 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.

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	Project Management Group	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<p>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.</p> <p>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.</p>	
Communications	<p>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.</p> <p>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.</p>	
Dependencies	<p>Success of this project is dependent upon:</p> <ul style="list-style-type: none"> • 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:	
	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.

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	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

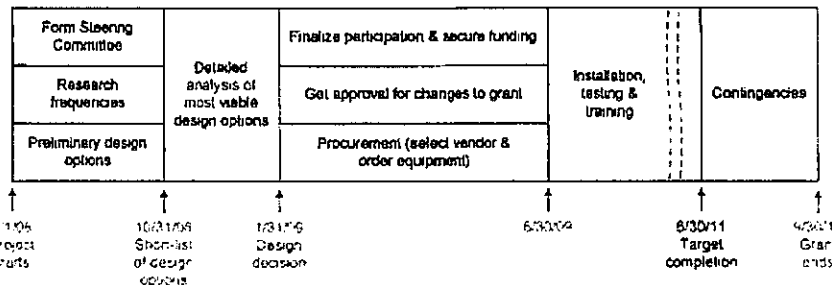
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High-level Schedule

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

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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		












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Appendix

This appendix includes the application documents submitted by the King County Regional Communications Board (City of Seattle) to the PSIC Grant Program, as well as other documents for reference and discussion. Double click on an icon to open the file.

<i>PSIC Grant Application – Attachment A (Cover Sheet) and Attachment B (Project Narrative)</i>	 PSIC-Puget Sound P25 Voice & Data (Att
<i>PSIC Grant Application – Supplemental information submitted 10-22-07</i>	 PSIC-Puget Sound P25 Supplemental 10-
<i>PSIC Grant Application – Attachment C (Work Plan)</i>	 PSIC-Puget Sound P25 Voice & Data (Att
<i>PSIC Grant Application – Attachment D (Budget Narrative)</i>	 PSIC-Puget Sound P25 Voice & Data (Att
<i>PSIC Grant Application – Attachment E (Budget Itemization)</i>	 PSIC-Puget Sound P25 Voice & Data (Att
<i>Peer Review Feedback for PSIC Grantees</i>	 Washington Feedback_Final.pdf
<i>Project funding proposal to support interim Agreement between parties (based upon final Motorola proposal)</i>	 Next generation cost summary_rrs_06-12-
<i>State approval for equipment list</i>	  Fwd Seattle PSIC Seattle IT PSIC FY07 FY07 Communication:(Vicki Wills) Interop C
<i>DHS approval for scope change</i>	  WA_PSIC.Scope.Mo WA_Investment dification.050709 .pdModification Approva

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APPLICATION COVER SHEET

Lead Organization Name: King County Regional Communications Board (City of Seattle)Supporting Organization Name(s): Puget Sound Regional Interoperability Executive CommitteeProject Proposal Title: Puget Sound Next Generation Voice/Data System

Applying as (choose 1): ☒ Regional Agency
☐ Local Government
☐ Tribal Government
☐ Regional Incident Management Team
☐ Private Organization

Total Funding

Amount Requested: \$ 7,931,162

Project Summary:

(3 – 4 sentences) This project provides an advanced technological interoperability solution¹ for the Puget Sound region that, as proposed: provides cost effective and spectrally efficient coverage for the counties surrounding Puget Sound. This proposal will continue to improve interoperable communications in an urban area at high risk for terrorism and natural disasters. The initial operating capability provides emergency response coverage to 64% of the state's population through a core infrastructure consisting of a next generation, standards-based communication system capable of transmitting voice and data on multiple frequencies within the 700 MHz and 800 MHz bands. This proposed system is a locally driven approach open to all stakeholders, local, city, county, tribal, state agency, nongovernmental and governmental willing to share operating responsibility for the system.

Project Contact

Person: Bill Schrier, Chief Technology Officer
Mailing Address: 700 Fifth Avenue, Suite 2700, P.O. Box 94709
City: Seattle
State: WA
Zip: 98124-4709
Contact Email: bill.schrier@seattle.gov
Contact Phone: 206-684-0633

¹ Public Safety Interoperable Communications Grant Program, Program Guidance and Application Kit, pg 2,

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CHECKLIST:

To submit a complete application, you must submit all of the following by 5:00 pm, September 28, 2007 to WSP e-mail address HomelandSecurityGrants@wsp.wa.gov:

- ☒ Application Cover Sheet – Attachment A <template>
- ☒ Project Narrative – Attachment B <attach Word Document>
 - i. Not to exceed 4 single-spaced pages
 - ii. Addresses SEVEN sections (baseline, description, technology strategy, performance measures, impact, governance, sustainability)
- ☒ Work Plan – Attachment C <template or similar document>
- ☒ Budget Narrative (not to exceed 1 page, single-spaced) – Attachment D <template or similar document>
- ☒ Budget Itemization Form – Attachment E <template or similar document>
- ☒ CEO Signature Page – Attachment F <template – submit in PDF format with actual signatures>

Incomplete applications will be disqualified.

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PROJECT NARRATIVE**Section 1: Baseline (10 points)**

The eight-county Puget Sound region, extending from the Canadian border to Olympia, is home to 4.1 million people or 64% of the total population of the State of Washington. It is one of the most significant targets for terrorism in the nation and is at significant risk for natural disasters, particularly earthquakes. The Puget Sound Next Generation Voice/Data System project will provide a regional strategy to improve interoperable communications infrastructure for emergency response to natural disasters or acts of terrorism.

The Seattle Urban Area (King, Pierce, and Snohomish Counties and the Port of Seattle) has invested more than \$100 million to build four compatible 800 MHz trunked public safety radio systems. Using local, federal and UASI funds, these four systems have been linked together and connected to the Federal Integrated Wireless Network (IWN) and other VHF and UHF systems serving Pierce County and the Washington State Patrol. This interoperability, while significant, still requires that first responders switch between multiple "talk groups" and/or wait for dispatchers to manually establish console-to-console links between the major radio systems to communicate between agencies. This interoperability does not serve agencies outside the Seattle Urban Area, nor does it recognize other agencies which would respond to a regional disaster (e.g. health, transit, utilities, etc.).

Thurston, Kitsap, Skagit, Island, and Whatcom Counties currently use a combination of VHF and UHF radio systems, depending upon county and agency. These systems operate independently of each other and of the 800 MHz trunked radio systems in the Seattle Urban Area. VHF and UHF subscriber units used by first responders in these counties will not operate with the 800 MHz trunked radio systems within the Seattle Urban Area. Likewise, the 800 MHz subscriber units used by first responders in the Seattle Urban Area will not work on the VHF and UHF systems outside of the Seattle Urban Area.

The existing voice radio systems are not Project 25 (P25) compliant. Individual agencies have started to invest in more modern equipment (P25-compliant subscriber units), but these units must operate on a technology infrastructure dating from the 1980's. This infrastructure needs to be replaced to meet current standards and ensure future interoperability. Most agencies are currently using commercial services for wireless data communication (computers in vehicles), but there is no coherent, regional strategy for data interoperability. The proposed project supports the Washington Statewide Communications Interoperability Plan (SCIP) by providing a coherent, regional strategy for voice and data interoperability.

There are several other regional project proposals which are directly linked to and mutually support this project. These other projects include The King County South Loop Microwave, which provides additional capacity on the region's microwave loop and will connect the proposed next generation system to sites in southern Puget Sound counties (Pierce, Thurston). Another related project is Snohomish County Region Wireless Data System. This project provides 20 data base stations and associated hardware necessary to provide a private wireless data system for Snohomish County. This project would depend on the central data switch components proposed by this proposed next generation project. Additionally, Pierce County Multi-jurisdictional, Multi-discipline Network project will interconnect all state, port, county, tribal and city radio systems in the Pierce County area and directly supports this project proposal by providing interoperability to all first responder agencies in the Puget Sound/Seattle urban area. This project will enable all partners in the Pierce County to benefit from the next generation project proposal. Thurston County / CAPCOM intends to submit a proposal which will include a microwave upgrade

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essential to linking any next generation sites in that County. Additionally, Seattle Fire has the lead on two projects, one of which provides a strategic reserve of communications equipment, usable with the next generation system, and the other of which provides training and exercises which are key to insuring first responders are trained and can exercise this next generation system.

Section 2: Project Description (20 points)

As mentioned in Section 1, the core communications technology infrastructure dates back to the 1980s, and this infrastructure needs to be replaced to meet current standards and ensure future interoperability. This project would provide the Puget Sound region with the core infrastructure for the next generation, standards-based communication system. The core of the new system would be an Internet Protocol-based, P25-compliant switch capable of switching voice and data traffic and would be expandable to accommodate future growth. The project would include transmission equipment for ten radio sites potentially distributed throughout the eight-county Puget Sound region from the Canadian border to Olympia. It would also include six IP-based consoles for dispatching and managing the network. The new radio transmission equipment would operate in the 700 MHz band. The resulting network would enhance existing systems and form the backbone onto which future investments by cities, counties and the state can be directed. The project is also consistent with the intent of the State of Washington's Technical Implementation Plan (TIP) page 63-64 to:

- Choose a pilot area and procure and implement the proposed solution.
- Assess the results of the pilot, modify as required and deploy statewide.

Participating agencies would provide space at existing radio transmission sites for the new transmission and switching equipment. These agencies would also provide capacity on existing microwave and fiber systems to link radio sites to one another, to the central switch, and to dispatch centers. Site owners would license the necessary 700 MHz frequencies. Finally, individual agencies would provide their own P25 subscriber units (handheld voice radios, mobile voice radios, and data radios).

The new communications system would interconnect with the existing Tri-County Interoperability System (TRIS), thereby providing connectivity to the Federal Integrated Wireless Network; to four existing trunked radio systems supporting King and Snohomish Counties, the City of Tacoma, and the Port of Seattle; to other radio networks supporting various agencies in Pierce County; and to the Washington State Patrol.

Use of the network would be open to all first responder agencies (city, county, state or tribal) operating in the system footprint, regardless of whether or not they contributed financially to its construction, as long as those agencies acquired the necessary P25-capable 700/800 MHz subscriber units, and complied with the operating rules and standards of the system. Use of the network would be open to other agencies (health, utilities, transit, etc.) at the discretion of the governing board.

Section 3: Technology Strategy (15 points)

The initial deployment would provide the core infrastructure necessary for P25-compliant, 700/800 MHz, voice and data communications in the Puget Sound region. Components would include:

- One (1) P25-compliant switch equipped for voice and high performance data that would be shared among participating agencies
- Ten (10) four-channel, 700MHz, P25-compliant voice sites
- Ten (10) single-channel, 700MHz, P25-compliant high performance data sites (each offering over-the-air throughput of 96 kbps)

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- Six (6) IP-based dispatch consoles (one each for Thurston, Pierce, King, Snohomish, Skagit and Whatcom counties)

While the initial deployment would be limited in capacity, it would enhance existing 800 MHz systems, begin the migration towards a next generation voice and data wireless network, and create the technology backbone for future investments by cities, counties, and the state. More importantly, it would provide a consistent interface for first responders throughout the region. Every P25-compliant, 700/800 MHz subscriber unit would work at every new 700 MHz radio site within region, so first responders could use compliant handheld and mobile units from the Canadian border (if a site is established in Whatcom County) to south of Olympia.

This project would be a first step in a longer-term, regional strategy to:

- Provide an interoperable, voice and data communication network for first responders throughout the whole Puget Sound region
- Migrate towards standards-based P25 technology to ensure future interoperability
- Take advantage of new public safety spectrum in the 700 MHz band
- Leverage existing infrastructure, interoperability, and staff to manage costs
- Maximize coverage and interoperability to support out-of-region first responders and other agencies (e.g. health, utilities, transit, etc.) during major incidents

This regional strategy approach specifically addresses goals identified within the Washington Statewide Communications Interoperability Plan (SCIP) and supports the state's identified strategic initiatives that are in support of the State Interoperability Executive Committee (SIEC). The project supports SCIP's page 116: "Goal 1: Establish statewide interoperability as a high priority for all stakeholders.; Goal 2: Maximize the improvements in interoperability by institutionalizing collaborative approaches across the state based upon common priorities and consensus at the regional and state level; Goal 3: Create an architecture approach which establishes a framework for interfacing disparate wireless communications systems, and facilitates migration to new technologies that are in line with relevant open standards platforms; Goal 4: Migrate to a technology that provides stakeholders with the level of interoperability that is appropriate for their missions; Goal 6: Incorporate "best current practices" approaches to improving interoperability." The project addresses the following SCIP strategic initiatives (page 119-123): Interoperability Governance Enhancements, Strategic Plan for Data Interoperability, Strategy for communications interoperability with Major Transit, Ports and Rail.

Section 4: Performance Measures (10 points)

This project would forge a governance mechanism uniting agencies in the supported region. Performance measures for governance (see 1.0 Governance on the work plan) include:

- Formal establishment of the governance board
- Formal acceptance of design, project implementation, operation, maintenance, and cost sharing guidelines
- Completion of the initial infrastructure project within budget and on schedule
- Ongoing investment by participating agencies to add P25-compliant, 700/800 MHz subscriber units and expand system capacity (add radio sites and frequencies)

Standards-based first responder communication throughout the region would improve safety and response during major incidents. The performance measure for operational success (see 5.0

Project Implementation on the work plan) is:

- First responders with P25-compliant, 700/800 MHz subscriber units should be able to affiliate with all new 700 MHz radio sites in the region and communicate with all agencies connected to the new core infrastructure.

Section 5: Impact (10 points)

This project provides the core infrastructure for a fully-interoperable voice communication system for public safety professionals spanning the region from the Canadian border (if a site is located in Whatcom County) to Olympia. It would also provide standards-based data communication

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capabilities across the same footprint. Every new P25-compliant, 700/800 MHz subscriber unit would be programmed to operate on every radio site in the new system, so first responders would be able to use the same radio communication tools throughout the region, for daily work and for major incident response. There is no interoperable network with that geographic reach today. If deployed by early 2010, this network could support public safety and urban security efforts coinciding with the Olympic Games in Vancouver, BC.

The governance structure established by this project would define technology standard for the region moving forward to ensure maximum future interoperability. The footprint of the new network would grow as cities, counties, and the state replace aging, non-P25 equipment. The impact of this deployment could also extend to agencies beyond those initially participating in this proposal. Any first responder city, county, state or tribal agency in the eight-county region could use the network by joining the governance group and acquiring P25-compliant, 700/800 MHz subscriber units.

Section 6: Governance (15 points)

King, Snohomish, and Pierce Counties have governance mechanisms in place for the current 800 MHz trunked radio systems. The Puget Sound Regional Interoperability Executive Committee would work with individual agencies in the Puget Sound region and with the State Interoperability Executive Committee to leverage the experience and best practices of the existing governance groups to establish a governance structure for the new system.

Individual agencies would own, operate, and manage the infrastructure (radio sites, subscriber units, and dispatch consoles) within their geographical areas. Equipment, operation, and maintenance standards would be defined by the regional governance body, and any changes (e.g. adding sites and frequencies to the network) would require consent of all stakeholders. In this fashion, a minimum of central system ownership and governance would be required. It is assumed that the new, regional P25 switch will be installed in King County. Consistent with the governance approach noted above, the King County Regional Communications Board would own and operate the central switch. The City of Seattle is responsible for project performance.

Section 7: Sustainability/Maintainability (10 points)

The King County Regional Communication Board has successfully operated the multi-agency King County regional radio system for 14 years. The King County system is a highly-reliable network with broad coverage, and participating agencies have successfully managed their infrastructure within the structure of the existing governance mechanisms.

The proposed regional system would build upon these existing relationships and best practices and adopt the same governance philosophy. This would ensure a standards-based, reliable architecture while giving individual agencies the flexibility to fund and expand network infrastructure on their own timelines to meet local need.

Because this network would provide interoperability across a broad geography, it is expected to become the preferred communication tool for first responder agencies for ease of use and consistency. And because it would be built upon current, standards-based technology, radio communication infrastructure and subscriber units should be widely available and easily-maintainable for the foreseeable future. As non-P25 equipment is replaced over time, operational funding could be redirected to support the new P25-compliant, 700/800 MHz infrastructure.

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Public Safety Interoperable Communications (PSIC) Grant
Supplemental Information
22 October 2007

Lead Organization Name: King County Regional Communications Board (City of Seattle)
Supporting Organization Name(s): Puget Sound Regional Interoperability Executive Committee

Project Proposal Title: Puget Sound Next Generation Voice/Data System

Applying as (choose 1): ☒ Regional Agency
☐ Local Government
☐ Tribal Government
☐ Regional Incident Management Team
☐ Private Organization

Total Funding
Amount Requested: \$ 3,400,000

Project Summary:

This document modifies the original submission of the King County Regional Communications Board, supported by other interoperable communications agencies in Pierce and Snohomish Counties. The proposed solution still includes a next generation Project 25-complaint voice and data switch (not changed), but is reduced to three sites and three IP dispatch consoles, one each to be placed in King, Snohomish and Pierce Counties. The total project cost is estimated to be \$5,143,790 of which \$3,400,000 is requested from grant funds.

PROJECT NARRATIVE

Section 1: Baseline (10 points)

Unchanged from original submission.

Section 2: Project Description (20 points)

Unchanged from the original submission.

Clarification: The original submission stated: "Use of the network would be open to other agencies (health, utilities, transit, etc.) at the discretion of the governing board." To clarify, this statement also includes state agencies with a need for interoperable communications which operate in the three-county area.

Section 3: Technology Strategy (15 points)

The initial deployment would provide the core infrastructure necessary for P25-compliant, 700/800 MHz, voice and data communications in the Puget Sound region. Components would include:

- One (1) P25-compliant switch equipped for voice and high performance data that would be shared among participating agencies
- Three (3) four-channel, 700MHz, P25-compliant voice sites

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- Three (3) single-channel, 700MHz, P25-compliant high performance data sites (each offering over-the-air throughput of 96 kbps)
- Three (3) IP-based dispatch consoles (one each for Pierce, King, Snohomish, counties)

Section 4: Performance Measures (10 points)

Unchanged from original submission.

Section 5: Impact (10 points)

This section is modified to include only the three-county central Puget Sound region. However, the sponsoring agencies - King County Regional Communications Board (KCRCB) and agencies affiliated with the Puget Sound Regional Interoperability Executive Committee (PSR-IEC) are committed to allowing additional counties and other local and state agencies to connect P25 voice/data sites to the central voice/data switch, and thereby establish a seamless P25 network throughout the region as originally envisioned.

The KCRCB and PSR-IEC anticipate additional local, state and federal funds will become available from various sources. Those additional funds would – under the SCIP and TIP – be used to procure the additional P25 sites, subscriber equipment, consoles, other equipment, training and exercises to expand the system.

The participating agencies anticipate that at least the following subscriber equipment presently owned or planned to be acquired via either re-banding or with funds outside this grant will be P25-capable and directly connectable to this new proposed network:

- Snohomish County – about 75% of 3,500 radios
- King County – more than 50% of 15,000 radios
- Port of Seattle – entire police department and 50% of fire department
- Tacoma, Puyallup, Lakewood – 100% of 2,800 radios
- Pierce County (other than above) – 75% of 2,200 radios but operate in VHF bands

Section 6: Governance (15 points)

Unchanged from original submission.

Clarification: The governing board to be created will establish criteria for connections to expand the system to other agencies and counties (see Section 5 above). The criteria will be based upon the successful governance models presently used in King and Snohomish Counties, and under development in Pierce County.

Section 7: Sustainability/Maintainability (10 points)

Unchanged from original submission.

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Purpose: This project provides an advanced technological interoperability solution for the Puget Sound region.				
Outcome: Cost effective and spectrally efficient coverage for the counties surrounding Puget Sound. Continued improvement in interoperable communications in an urban area at high risk for terrorism and natural disasters.				
Activities/Task Description	Who Performing Title, Initials	Time Frame (Month/year)	Results	Budget-to-date (Indicate estimated grant or match resources expended for each activities)
1.0 Governance		Jan 2008 to post 2010		Personnel: \$24,000 (grant)
1.1 Establish the regional governance board. Obtain agreement on design, project implementation, operation, maintenance and cost sharing principles.	Project manager, directors of various participating agencies	Jan 2008 to Jun 2008	Establishment of the board, written agreements and signature by all project stake holder agencies.	
*** Performance measurement point	Governance board	Jun 2008	Governance board formalized	
*** Performance measurement point	Governance board	Jun 2008	Design, project implementation, operation, maintenance, and cost sharing guidelines formally accepted	
1.2 Establish project charter with project scope, schedule, budget, key players. Designate program manager and establish project financial tracking based on agreement	Project manager, directors of various participating agencies	Jan 2008 to Jun 2008	Approved project charter with Project steering committee membership, and project management structure based on established practices	
1.3 Ongoing project steering committee meetings	Person designed by each agency with voting authorities	2008-2010	Steering Committee meetings	
*** Performance measurement point	Governance board	Dec 2010	Completion of the initial infrastructure within budget and on schedule	
1.4 Ongoing post project management of system	Person designed by each agency with voting authorities	post 2010 (ongoing)	Governance board meetings	

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*** Performance measurement point	Governance board	post 2010 (ongoing)	Ongoing investment by participating agencies to add P25 700/800 MHz subscriber units and expand system capacity (sites and frequencies)	
2.0 Project Planning		Jan 2008 to Jun 2008		Personnel: \$84,000 (grant) Consultant: \$15,000 (grant)
2.1 Inventory existing agency-controlled radio sites that may be used by this project (space, power, battery, ground, air conditioning, tower)	Project manager, Project engineer, radio system managers of various agencies	Jan 2008 to Mar 2008	Inventory of usable sites	
2.2 Research microwave and fiber requirements for this project. Inventory spare capacity needed to support the project objectives.	Project system engineer, Microwave engineers of various agencies, fiber project managers	Jan 2008 to Mar 2008	Maps of microwave links and fiber with spare capacity needed for this project	
2.3 Based on the information above, tentatively select the 10 primary sites with additional back up sites that support the project coverage objectives and determine a connection method using microwave and/or fiber cable	Project manager, project system engineer, consultant	Jan 2008 to Jun 2008	Preliminary sites and method of connection with coverage supporting the project objectives	
2.4 Obtain site, microwave and fiber cable owners agreement to allow the project use of their facilities	Project manager, agency radio system manager, agency facilities managers	Jan 2008 to Jun 2008	Written agreement from facilities owner permission to use their facilities based on the governance agreement in item 1.1	
3.0 Frequencies Licenses		Jan 2008 to Jun 2008		Personnel: \$12,000 (grant) Consultant: \$15,000 (grant)
3.1 Determine frequencies needed to support this project and research availability	Project manager, project system engineer, consultant	Jan 2008 to Mar 2008	Written frequencies plan	
3.2 Apply for needed frequency licenses from FCC	Project manager, consultant	Jan 2008 to Mar 2008	FCC applications	
3.3 Obtain FCC licenses	Project manager, consultant	Apr 2008 to Jun 2008	FCC conditional licenses issuance	
4.0 Procurement		Apr 2008 to Dec 2008		Personnel: \$120,000 (grant) Consultant: \$30,000 (grant)

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4.1 Using information from 2.0 and 3.0 above, complete system top level design	Project manager, system engineer, consultant	Apr 2008 to Jun 2008	Top level system design	
4.2 Meeting with interested vendors on system design requirement to improve on design and identify vendors capable of supporting the business requirements. Get budgetary price and schedule information from each vendor	Project manager, Project system engineer, consultant	Apr 2008 to Jun 2008	Modified top level design, update project plan and budget.	
4.3 Overall system design review and approval	Governance board	Jul 2008	System design approval	
4.4 Prepare procurement documentation	Project manager, Project system engineer, consultant	Jul 2008 to Sep 2008	Procurement documentation	
4.5 Conduct procurement processes	Project manager, Project system engineer, agency radio managers	Oct 2008 to Dec 2008	Evaluation	
4.6 Select vendor and establish contract with detailed project scope, plan, resources and costs	Project manager, Project system engineer, agency radio managers	Dec 2008	Contract with defined scope, schedule, prices and payment terms	
4.7 Obtain Steering Committee approval of contract / signatures	Steering Committee	Dec 2008	Approval	
5.0 Project implementation		Jan 2009 to Jun 2010		See detail below
5.1 Project implementation management	Project manager, project system engineer, agency radio manager, project coordinator, consultant	Jan 2009 to Sep 2009	Monthly project progress report	Personnel: \$180,000 (in kind) Consultant: \$45,000 (in kind)
5.2 Coordinate with each facilities owners to prepare facilities for use by the project	Project manager, project system engineer, agency radio manager, agency facilities managers	Jan 2009 to Sep 2009	Required facilities ready	Personnel: \$52,650 (grant) Goods & Services: \$650,000 (in kind)
5.3 Vendor manufacturer, factory test and deliver the contracted equipment to sites	Selected vendor	Jan 2009 to Sep 2009	Ordered equipment delivered	Equipment: \$3,830,000 (grant)

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5.4 Agencies technician training in factory	Selected agencies technicians, contractor	Jul 2009 to Sep 2009	Training certifications	Personnel: \$91,000 (in kind) Goods & services: \$40,838 (grant) Travel: \$46,250 (in kind)
5.5 Project management for installation, testing, starting service	Project manager, Radio engineer, Project system engineer, project coordinators	Oct 2009 to Jun 2010	Installation plan, test plan acceptance plan, user agencies acceptance certificates, training plan, Maintenance and operational agreements	Personnel: 175,000 (in kind)
5.6 Equipment installation including regional controller, 10 voice/data sites, and 6 consoles	Contractor project manager & technical team, agency certified technicians, Project manager, Project system engineer	Oct 2009 to Jun 2010	Completed installation	Goods & Services: \$3,330,000 (grant) Personnel: \$740,000 (in kind)
5.7 System integration testing	Contractor project manager & technical team, agency certified technicians, Project manager, Project system engineer	Jan 2010 to Jun 2010	System test completed	Included in item 5.5 above
5.8 User acceptance test based on system performance requirements, place system into services	User agencies in all counties	Apr 2010 to Jun 2010	System acceptance and place the system into services	Included in item 5.5 above
*** Performance measurement point	Project manager, end-user agencies	Jun 2010	First responders with P25-compliant, 700/800 MHz subscriber units can affiliate with all 700 MHz radio sites and communicate with all agencies connected to the new core infrastructure.	
6.0 Project contingencies		Jul 2010 to Dec 2010		Other: \$377,674 (grant) Other: \$96,363 (in kind)

Subtotal grant funded	\$7,931,162
Subtotal in kind	\$2,023,613
TOTAL	\$9,954,775

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BUDGET NARRATIVE

Personnel: Personnel listed below include wages and benefits. The percentage of time spent on the project applies to the specific time frames noted on the work plan (Attachment C). For example, Radio Technicians would spend 100% of their time on the project between October 2009 and June 2010.

Title	Hourly cost	% of time
Lead Agency Project Manager	\$125	35%
Project System Engineer	\$100	25%
Project Coordinator	\$85	20%
Senior Radio Technicians	\$91	100%

Goods and Services: Tuition for technical certification is \$1633.50 per course (\$1,500 plus 8.9% sales tax). Two Radio Technicians would each need five different courses to obtain the level of certification required to install and operate the new equipment. An in kind contribution of \$60,000 per radio site has been allocated for tower and building space, power, air conditioning, use of existing microwave and/or fiber facilities, etc. Goods and services include \$2,060,388 for implementation services from the equipment vendor (includes vendor's project management, software programming, installation, testing and documentation).

Travel: Per trip travel expenses for Radio Technicians attending certification training are estimated at \$600 for airfare and five days at \$250 per day for per diem expenses (lodging, meals, local transportation, parking, etc.). Total travel expenses per trip would be \$1,850. Two Radio technicians would each take five trips to attend the courses noted in Goods and Services above.

Equipment: Major equipment would include one Regional P25-compliant voice and data controller; three (3) IP based dispatch consoles; three (3) four-channel, 700MHz, P25 voice sites; and three (3) 700MHz data sites (providing over-the-air data throughput of 96 kbps).

Other: Proposed budget includes 5% for contingencies.

MATCH NARRATIVE

The match would be made in-kind. Participating agencies would contribute program and project management, certified technicians, use of existing radio sites (towers, building space, power, etc.), capacity on microwave and/or fiber systems between sites, and travel expenses for certification training. Participating agencies would also provide long-term maintenance and operation of sites within their geographies. The match source is not from a federal grant. It will be made during the performance period and would not be used to match other programs.

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Personnel			Unit	\$	Grant Funded	Match
	Task	Individuals listed by function below				
<i>in kind</i>	1.0 Governance					\$ 7,000
	work performed by:	Lead Agency Program Manager	1	\$ 6,000		
		Project System Engineer	1	\$ 1,000		
<i>in kind</i>	2.0 Project planning					\$ 27,000
	work performed by:	Lead Agency Program Manager	1	\$ 10,000		
		Project System Engineer	1	\$ 12,000		
		Project Coordinator	1	\$ 5,000		
<i>in kind</i>	3.0 Frequency licensing					\$ 2,000
	work performed by:	Lead Agency Program Manager	1	\$ 600		
		Project System Engineer	1	\$ 1,000		
		Project Coordinator	1	\$ 400		
<i>in kind</i>	4.0 Procurement					\$ 50,100
	work performed by:	Lead Agency Program Manager	1	\$ 23,100		
		Project System Engineer	1	\$ 18,200		
		Project Coordinator	1	\$ 8,800		
<i>in kind</i>	Project implementation Management					\$ 73,000
	work performed by:	Lead Agency Program Manager	1	\$ 28,000		
		Project System Engineer	1	\$ 24,000		
		Project Coordinator	1	\$ 21,000		
<i>in kind</i>	Technician factory training					\$ 36,400
	work performed by:	Senior Radio Technicians	1	\$ 36,400		

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		Unit	\$	Grant Funded	Match
in kind	Installation project management work performed by:				\$ 48,851
	Lead Agency Program Manager	1	\$ 22,000		
	Project System Engineer	1	\$ 17,000		
	Project Coordinator	1	\$ 9,851		
in kind	Equipment installation work performed by:				\$ 261,360
	Senior Radio Technicians	1	\$ 261,360		
Personnel subtotal:				\$ -	\$ 505,711
Goods and Services					
in kind	Use of existing radio site (tower, building, microwave and fiber, etc.)	3	\$ 60,000		\$ 180,000
grant	Tuition for technical certification courses	10	\$ 1,634	\$ 16,335	
in kind	Implementation services from equipment vendor				\$ 777,363
grant	Implementation services from equipment vendor			\$ 1,283,025	
Goods and Services subtotal:				\$ 1,299,360	\$ 957,363
Travel					
in kind	Travel to technical certification courses	10	\$ 1,850		\$ 18,500
Travel subtotal:				\$ -	\$ 18,500
Equipment					
grant	Regional P25 controller, 3 voice & data radio sites, 3 dispatch consoles			\$ 2,117,914	
Equipment subtotal:				\$ 2,117,914	\$ -
Other					
in find	Contingencies (5% of project total)				\$ 244,942
Other subtotal:				\$ -	\$ 244,942
TOTAL NON-FEDERAL MATCH					\$ 1,726,516
TOTAL GRANT FUNDED (REQUESTED FROM THIS PROPOSAL)				\$ 3,417,274	
FINAL TOTAL PROJECT COSTS (GRANT + MATCH)				\$ 5,143,790	
Match percentage:			33.6%		

Job Function	Individuals assigned	Hourly Cost	% of time
Lead Agency Program Manager	S. Wu	\$ 125	35%

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	Unit	\$	Grant Funded	Match
Agency Program Manager	R. Solernsass, M. Morgan, D. Mendell, A. Komenski	n/c		
Lead Agency Radio Manager	J. Wiswell	n/c		
Agency Radio Manager	K. Metzler, T. Minor, L. Kielling, G. Flint	n/c		
Project System Engineer	M. Schmidt, M. McDermott	\$ 100	25%	
Project Coordinator & Support	A. Stankovics, M. Leung	\$ 85	20%	
Senior Radio Technicians	D. Willis, D. French, T. Whitehall, T Saunders, G. Zemanek, S. Douglas, H. Krajewski, O. Brown, D. Fancher, K. Wright, J. Morrison	\$ 91	100%	

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Public Safety Interoperable Communications (PSIC) Grant Program
Programmatic and Peer Review Feedback for PSIC Grantees



Washington (WA)

Summary

SCIP Status	PSIC Investment Justification	Federal Funds Requested	Status
Pass	Portfolio Summary	-	Approved
	1. Homeland Security Regions 1 and 2 Interoperability	\$7,378,500.00	Approved
	2. Spokane-Kootenai Regional Emergency Communications System	\$1,919,800.00	Approved
	3. Pierce County Interoperable Multi-Jurisdictional, Multi-Discipline Radio Network	\$2,313,115.00	Approved
	4. King County South Loop Microwave	\$1,935,995.00	Approved
	5. Puget Sound Next-Generation Voice/Data System—UASI	\$3,417,274.00	Approved
	6. Puget Sound Next-Generation Voice/Data System—Thurston County	\$1,620,253.00	Approved

A Grant Adjustment Notice (GAN) has been prepared to release \$18,584,937.00 for approved PSIC Investments. Please note that compliance with environmental assessment requirements (or other associated laws) is required per the PSIC Grant Guidance and Application Kit. Additional follow up environmental assessment information is forthcoming.

Statewide Communication Interoperability Plan (SCIP) Status

The Department of Homeland Security Office of Emergency Communications has approved the SCIP, which has been communicated to the State Administrative Agency and SCIP point of contact.

PSIC Feedback

Portfolio: The projects in this Investment Justification (IJ) support six regional infrastructure enhancements throughout the State. Both the programmatic and peer review panels concluded that the IJ collectively fills interoperability gaps identified in the SCIP and that the IJ was developed with input from a variety of local and regional organizations. The portfolio represents a best practice, with each Investment supportive of one another and logically arranged. The peer reviewers specifically noted that the State should consider better defining performance measures in some of the Investments to assist in evaluating future success. In addition, it was noted that there was only limited discussion on training and exercises within the IJ. It is suggested that the State consider these issues throughout the grant period of performance to ensure the success of the projects. Finally, to ensure compliance with match requirements, the State should closely monitor its in-kind match to make certain that it is properly documented and in line with all applicable regulations. In-kind salaries may be used to meet the matching

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**Public Safety Interoperable Communications (PSIC) Grant Program
Programmatic and Peer Review Feedback for PSIC Grantees**



requirement, but the salary and benefits must be funded with a non-federal source. The person must be working directly on the PSIC grant program. The time, salary, and benefits must be demonstrated and documented. This issue will be monitored throughout the grant period of performance to ensure that the State meets applicable requirements.

No Action Required

Investment 1: Homeland Security Regions 1 and 2 Interoperability

In preparation for the 2010 Olympics, this Investment would expand coverage of a point-to-point, software-based, radio-over Internet Protocol (RoIP) solution for a multiple subsystem architecture. The programmatic and peer reviewers agreed that this is a well-reasoned, well-documented Investment that will provide interoperability to numerous agencies. The reviewers also agreed that the project utilizes advanced technology (e.g., IP and digital Project 25 [P25] equipment), is spectrally efficient and cost effective, thereby addressing PSIC programmatic objectives. There was some concern regarding the sustainability of the project past the PSIC period of performance, and this should be monitored to ensure compliance with PSIC requirements. Overall, the program management requirements are sufficiently addressed with a named program and contract manager.

No Action Required

Investment 2: Spokane-Kootenai Regional Emergency Communications System

This project proposes creating a 700 megahertz (MHz), P25, digital trunked radio system that integrates existing radio systems utilizing various frequency bands. The programmatic and peer reviewers agreed that this project is a model Investment that proposes a clear solution for interoperability. They also agreed that the Investment has a realistic strategy with a sound funding plan. However, as written, the State appears to be engaged in a sole source purchasing process. Justification in writing is needed to support the sole source process, which must be in line with existing DHS policies. Finally, peer reviewers noted that the Investment would have benefited from more detail on outcomes measurement, which is a recommendation for consideration in the implementation of this project. These issues will be monitored throughout the implementation of the grant to ensure compliance with all PSIC requirements.

No Action Required

Investment 3: Pierce County Interoperable Multi-Jurisdictional, Multi-Discipline Radio Network

This Investment proposes unifying radio communications by connecting all radio systems within Pierce County using RoIP, unifying dispatch operations with common technology and formatting, linking public safety answering points and dispatch centers to a common regional network, and creating and implementing standard operating procedures. Reviewers supported this Investment, but noted that the project will need to be closely managed to ensure completion by the statutory deadline of September 30, 2010.

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**Public Safety Interoperable Communications (PSIC) Grant Program
Programmatic and Peer Review Feedback for PSIC Grantees**



This issue will be monitored throughout the grant period of performance to ensure that the State meets applicable requirements.

No Action Required

Investment 4: King County South Loop Microwave

Through this Investment, Washington proposes designing, engineering, acquiring, and installing a high-capacity digital microwave network capable of transporting voice and data intelligence. The reviewers each found this to be a logical approach to connect the lower Seattle region, thereby increasing interoperability. The reviewers agreed that the proposed solution is spectrally efficient and extremely cost effective based on the additional capacity that would be provided. Reviewers also believed that the funding plan and implementation steps are detailed and thorough, including identification of a program manager. Overall, the Investment meets the programmatic requirements.

No Action Required

Investment 5: Puget Sound Next-Generation Voice/Data System—Urban Area Security Initiative (UASI)

Through this Investment project, current technology will be replaced with an IP-based P25-compliant switch for voice and data traffic with consoles for dispatching and managing the network. Reviewers concluded that connecting Seattle with surrounding agencies through an IP-based P25 solution will improve public safety interoperability, meets the programmatic goals of advanced technology and spectrum efficiency, all within a geographic area designated as high threat. However, the peer reviewers specifically expressed some concerns that the mitigation strategies to address challenges, as laid out in the Investment, did not meet the complex nature of the project; this should be tracked throughout the grant period of performance to ensure the success of the project. The programmatic review noted concern with the applicability of the in-kind match. Specifically, vendor matches are ineligible. Going forward, the State's in-kind match will be closely monitored to ensure that it is properly documented and in line with all regulations.

No Action Required

Investment 6: Puget Sound Next-Generation Voice/Data System—Thurston County

This Investment proposes installing high-capacity digital microwave links at existing remote radio sites to connect the Thurston County Network with the Tri-County Network (Seattle area). Reviewers found this to be a logical solution to improve public safety interoperability. While the programmatic and peer reviewers collectively agreed that the project meets the programmatic requirements, they believed that further consideration should be given throughout the implementation of this project to outcomes measurements and the mitigation strategies necessary to overcome the identified challenges of this complex solution. These issues should be closely monitored to ensure the success of the project.

No Action Required

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Assumptions	
Motorola PM and Engineering that are not taxable	\$ 290,000.00
SERS and Tacoma Interoperability gateway is only with KC	\$ 81,154.00
The central Project Management is reduced from \$400K to	\$ 200,000.00
SERS Training and Spare is budgeted at 50% of KC	

Next Generation Switch Project Financial Summary						
Project Cost (Note #1)						
		KC	SERS	Tacoma	POS	Subtotal
Switch HW/SW/Services cost		\$ 1,757,406.03	\$ 1,594,174.79	\$ 1,341,863.22	\$ 44,042.61	\$ 4,737,486.65
Interoperability Gateways		\$ 151,096.93	\$ 81,154.00	\$ 81,154.00		\$ 313,404.93
Freight		\$ 13,708.68	\$ 12,076.56	\$ 10,310.49	\$ 308.28	\$ 36,404.00
Central Project Management		\$ 75,314.12	\$ 66,347.42	\$ 56,644.80	\$ 1,693.66	\$ 200,000.00
Total system cost		\$ 1,997,525.76	\$ 1,753,752.77	\$ 1,489,972.50	\$ 46,044.55	\$ 5,287,295.58
System discount		\$ (648,977.66)	\$ (571,712.10)	\$ (488,105.09)	\$ (14,594.14)	\$ (1,723,389.00)
Subtotal w/o sales tax		\$ 1,348,548.10	\$ 1,182,040.67	\$ 1,001,867.41	\$ 31,450.40	\$ 3,563,906.58
WA sales tax	0.095	\$ 120,957.23	\$ 105,990.86	\$ 89,796.15	\$ 2,826.89	\$ 319,571.13
WA sales tax adjustments	see cell A2	\$ (10,427.64)	\$ (9,137.40)	\$ (7,741.26)	\$ (243.70)	\$ (27,550.00)
Total Switch HW/SW/Services with interoperability		\$ 1,459,077.69	\$ 1,278,894.13	\$ 1,083,922.29	\$ 34,033.59	\$ 3,855,927.71
Grant	\$ 3,417,274.00	\$ 1,286,844.98	\$ 1,133,636.63	\$ 967,853.95	\$ 28,938.44	\$ 3,417,274.00
Total cash needed for system		\$ 172,232.70	\$ 145,257.50	\$ 116,068.35	\$ 5,095.15	\$ 438,653.71
Total system cost	\$ 3,417,274.00	\$ 172,232.70	\$ 145,257.50	\$ 116,068.35	\$ 5,095.15	\$ 3,855,927.71
Individual County Desired Options						
Spare with tax		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 150,000.00
Training		\$ 40,000.00	\$ 40,000.00	\$ 40,000.00		\$ 120,000.00
IV&D with tax		\$ 102,691.34				\$ 102,691.34
POP 25 with tax		\$ 13,323.91				\$ 13,323.91
Total options		\$ 206,015.25	\$ 90,000.00	\$ 90,000.00	\$ -	\$ 386,015.25
Total estimated project expenses with options	\$ 3,417,274.00	\$ 378,247.95	\$ 235,257.50	\$ 206,068.35	\$ 5,095.15	\$ 4,241,942.96

Funding per agency						
Grant	\$ 3,417,274.00					\$ 3,417,274.00
King County contribution (Not changed)		\$ 61,304.33				\$ 61,304.33
VC contribution (Not changed)		\$ 61,304.33				\$ 61,304.33
ESC contribution (Not changed)		\$ 61,304.33				\$ 61,304.33
Original County contribution			\$ 183,913.00	\$ 183,913.00	\$ -	\$ 367,826.00
Additional SNO/COT/POS funding			\$ 51,344.50	\$ 22,155.35	\$ 5,095.15	\$ 78,595.00
Revised COS Contribution		\$ 194,334.95				\$ 194,334.95
Total contribution	\$ 3,417,274.00	\$ 378,247.95	\$ 235,257.50	\$ 206,068.35	\$ 5,095.15	\$ 4,241,942.96
Grant fund %						80.56%
Match %						19.44%

Note #1. This cost does not include getting switch sites ready. Each County will be responsible for getting the selected site ready and can not charge the project.

Note 2. Cost chargeable to the project (a) Central project management (Stan and Mark), (b) switch install (Motorola or Comm shop) and (c) Optional Technicians training tuition and travel.

Note 3. Cost not allowed to charge the project (a) County/City Radio system manager's time spend on project. (b) Technician's time attending classes, (c) Technician's time watching over Motorola performing installation work.

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From: Vicki Wills
To: Schmidt, Mark; Schrier, Bill; Wiswell, Jon; Wu, Stan
Date: 5/12/2009 8:47 AM
Subject: Fwd: Seattle PSIC FY07 Communications Equipment approval May 12, 2009
Attachments: Seattle IT PSIC FY07 (Vicki Wills) Interop Comm.xls

FYI--Approved.

>>> "Tassoni, Peter (EMD)" <P.Tassoni@emd.wa.gov> 05/12/2009 08:07 AM >>>
Seattle PSIC FY07 Communications Equipment approval May 12, 2009

Vicki:

The attached PSIC FY07 equipment approval request for Communications Equipment was vetted through the equipment subcommittee on May 12, 2009 and was approved. You may proceed with the purchase of the equipment within your contract funds allocation for equipment.

Please contact me if you have any questions.

Sorry for the delay in getting this out to you but I have missed a few days of work ironically because of illness.

Peter Tassoni

Equipment Program & MMRS Grant

Homeland Security Section

Emergency Management Division

Bldg 20/MS: TA-20

Camp Murray, WA 98430-5122

Direct 253.512.7466

Fax 253.512.7212

p.tassoni@emd.wa.gov <<mailto:p.tassoni@emd.wa.gov>>

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Policies, Forms & History Available at

http://www.emd.wa.gov/grants/grants_homeland_security.shtml

<http://www.emd.wa.gov/grants/grants_homeland_security.shtml>

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Equipment Approval

Federal Fiscal Year 2007

Public Safety Interoperable Communications - PSIC

Jurisdiction: King County Regional Communications Board (City of Seattle lead)

WMD Contract Number		E08-354		Approval Date: 5/11/2009			
Subgrantee Contract Number				Request Date: 5/1/2009			
Item No.	AEL Equipment Category	AEL Number	Item & Description Provide Hyperlink to Item if Unusual	Qty	Estimated Cost	Discipline (EMA, EMS, FS, LE, PW)	Related Project (per WMD Contract)
1	Interoperable Communications Equipment	06CP-01-BASE	Motorola 7.X master site equipment with SmartX and MEGG converters (King County)	1	\$1,316,852	—	Puget Sound Next Generation Voice/Data System
2	Interoperable Communications Equipment	06CP-02-BRDG	Motorola interoperability gateway equipment (King County)	1	\$137,498	—	Puget Sound Next Generation Voice/Data System
3	Other Authorized Equipment	21GN-00-INST	Installation costs for equipment purchased with grant funding (King County)	1	\$566,770	—	Puget Sound Next Generation Voice/Data System
4	Other Authorized Equipment	21GN-00-SHIP	Shipping costs for equipment purchased with grant funding (King County)	1	\$12,000	—	Puget Sound Next Generation Voice/Data System
5	Other Authorized Equipment	21GN-00-STAX	Sales tax on equipment purchased with grant funding (King County)	1	\$192,006	—	Puget Sound Next Generation Voice/Data System
6	Interoperable Communications Equipment	06CP-01-BASE	Motorola 7.X master site equipment with SmartX and MEGG converters (SERS)	1	\$1,078,033	—	Puget Sound Next Generation Voice/Data System
7	Interoperable Communications Equipment	06CP-02-BRDG	Motorola interoperability gateway equipment (SERS)	1	\$137,498	—	Puget Sound Next Generation Voice/Data System
8	Other Authorized Equipment	21GN-00-INST	Installation costs for equipment purchased with grant funding (SERS)	1	\$560,634	—	Puget Sound Next Generation Voice/Data System
9	Other Authorized Equipment	21GN-00-SHIP	Shipping costs for equipment purchased with grant funding (SERS)	1	\$12,000	—	Puget Sound Next Generation Voice/Data System
10	Other Authorized Equipment	21GN-00-STAX	Sales tax on equipment purchased with grant funding (SERS)	1	\$168,736	—	Puget Sound Next Generation Voice/Data System
11	Interoperable Communications Equipment	06CP-01-BASE	Motorola 7.X master site equipment with SmartX and MEGG converters (Tacoma)	1	\$867,878	—	Puget Sound Next Generation Voice/Data System

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Scope Modification
Puget Sound Next Generation Voice/Data System
(E08-354)

May 7, 2009

The Puget Sound Next Generation Voice/Data System project will provide core infrastructure for P25-compliant, 700/800 MHz, voice, and data communications in the Puget Sound region. The project enhances the existing 800 MHz systems and creates the technology infrastructure foundation for P25-compliance in the future. The modified project scope is a result of an enhanced technical design. The enhanced technical design includes installation of electronic equipment (P25 Switches) and interoperability gateway equipment within existing site locations and requires no construction to the buildings. The buildings have electrical, Uninterruptible Power Supply (UPS), generators supporting heating, ventilation and air conditioning systems, physical security, and fire suppressant systems installed.

The original project scope included the installation of a P25-compliant switch and the purchase of three voice and data radio sites that would operate in the 700 MHz public safety band. The project technical team researched and documented the availability of frequencies in the 700 MHz band for this project¹. Because of changes by the FCC, there are not enough 700 MHz frequencies available to implement the technical design described in the PSIC grant application within the time lines specified in the grant. The technical team recommended researching technical design options that would be capable of supporting either 700 MHz band or 800 MHz band and that meets the PSIC investment justification objective— providing radio system users in King, Pierce, and Snohomish counties with shared, P25-compliant infrastructure to improve regional interoperability. Also, the technical design must support current radio system functionality and the equipment must meet functional operational requirements within the existing Motorola 4.1 radio systems in the Puget Sound region. As a result of the research and requirements, the technical team recommended a high level technical design that proposed two or three P25 switches be installed within the region. The enhanced technical design includes interfacing existing analog 800 MHz radio sites to the new P25 -compliant switches and interfacing existing dispatch consoles to the new P25-compliant switches. The enhanced technical design change means that the 700 MHz public safety band is not required within the grant time lines to realize additional interoperability within the region; however, the infrastructure foundation would be there when the frequencies become available.

The technical team submitted the high level technical design option to the project Steering Committee for a decision regarding two or three P25 switch installation. The Steering Committee is currently reviewing the high-level technical design for implementation of P25 switches, interoperability gateway equipment, and console equipment within existing site locations. The Steering Committee will finalize the design decision in early June.

This modified project scope approach specifically addresses goals identified within the Washington Statewide Communications Interoperability Plan and also supports the State Interoperability Executive Committee. "Goal 3: Create an architecture approach which establishes a framework for interfacing disparate wireless communications systems, and facilities migration to new technologies that are in line with relevant open standard platforms."

¹ The technical team's report on availability of 700 MHz frequencies is "NG Switch Frequency Availability.doc". This record is exempt from disclosure under RCW Section 42.17.310(1)(ww) of the Public Disclosure Act, RCW 42.17. 250 et seq. This record has been prepared, assembled or is maintained to prevent, mitigate or respond to criminal terrorist acts. This record is a specific and unique vulnerability assessment, or response or deployment plan, or is compiled underlying data collected in preparation of, or that is essential to, such an assessment or plan. Public disclosure of this record would have a substantial likelihood of threatening public safety.

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**Scope Modification
Puget Sound Next Generation Voice/Data System
(E08-354)**

May 7, 2009

The enhanced technical design changes will enhance the exiting 800 MHz systems, begin the migration towards a next generation voice and data wireless network and create the technology backbone for future investments by cities, counties, and the state. Components would include: Two or three P25-switches based on Steering Committee's design decision, interoperability gateway equipment, and console equipment. The new communications switches will interconnect with the existing Tri-County Interoperability System (TRIS). In addition, it will provide twenty-eight call groups and allow "fingertip roaming" between the three counties without manual dispatcher assistance. The new P25-switches are core infrastructure that will position the region for P25 digital communication (improving spectral efficiency over existing analog communication long term).

With the enhanced technical design there is no budget impact to be submitted.

This record is exempt from disclosure under RCW Section 42.17.310(1)(v) of the Public Disclosure Act, RCW 42.17. 250 et seq. This record has been prepared, assembled or is maintained to prevent, mitigate or respond to criminal terrorist acts. This record is a specific and unique vulnerability assessment, or response or deployment plan, or is compiled underlying data collected in preparation of, or that is essential to, such an assessment or plan. Public disclosure of this record would have a substantial likelihood of threatening public safety.

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NTIA



FEMA

To: Washington Military Department

From: Department of Commerce
National Telecommunications and Information Administration (NTIA)

Department of Homeland Security/Federal Emergency Management Agency (FEMA)
Grant Programs Directorate (GPD)

Date: May 19, 2009

Re: Budget/Scope Modification Application

Program: Public Safety Interoperable Communications (PSIC) Program

Dear Public Safety Interoperable Communications (PSIC) Grantee,

Thank you for providing your PSIC Investment modification application. This letter serves as official notification that your investment modification submitted on May 7, 2009 has been approved by the U.S. Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Homeland Security's FEMA Grant Programs Directorate (GPD). Please keep a record of this document in your official grant file.

If you have any further questions, please contact your FEMA Program Analyst or email PSIC@dhs.gov. We look forward to working with you during the implementation phase of the PSIC Grant Program.

Thank you,

Department of Commerce
National Telecommunications and Information Administration

Department of Homeland Security
FEMA Grant Programs Directorate

Cc: Mike Simon, Program Analyst (DHS HQ)
Jim Marks, Regional Branch Chief
Jennifer Schaal, Grantee POC
Official Grant File

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Document Name	NG Switch Project Charter.doc
Version	3.0
Version Date	5/3/2010
Page	Page 10 of 10

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	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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.

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



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

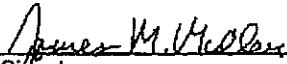
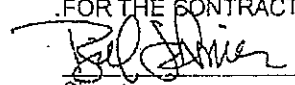
JS/r/c

cc: Contract Specialist
File

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**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: <p align="center">\$3,417,274</p>	3. Contract Number <p align="center">E08-354 Reissue</p>
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): <p align="center">King County</p>	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: 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:  10-15-08 _____ Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR:  3 October 2008 _____ Signature Date 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

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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:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
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 30 th 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.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Progress Report	Electronic	Every other month, on the 15 th 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:

Bill Schrier, Project Manager

MILITARY DEPARTMENT:

Jennifer Schaal, Program Manager

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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.shtml>. 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.

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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

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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 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.

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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_shsqp.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.shtml.

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.

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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.

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

PLANNING

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

Funding Source: 773PK

TRAINING

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

Funding Source: 773PC

ACQUISITION

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

Funding Source: 773PD

DEPLOYMENT

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

Funding Source: 773PG

Total Budget \$ 3,417,274

Total Match Requirement \$ 850,235

Notes:

- Expenditures may occur only within the categories and subcategories listed above. However, changes of up to 10% within matched (Acquisition 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.
- 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.

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**Washington State Military Department
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: City of Seattle-King County Regional Communications Board PO Box 94709 Seattle, WA 98124-4709		2. CONTRACT NUMBER: E08-354	3. AMENDMENT NUMBER: A
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bill Schrier (206) 684-0633 bill.schrier@seattle.gov		5. MD STAFF CONTACT, NAME/TELEPHONE: Jennifer Schaal (253) 512-7465 j.schaal@emd.wa.gov	
6. TIN or SSN: 91-6001275	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.555 PSIC	8. FUNDING SOURCE NAME/AGREEMENT #: 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: <u>James M. Mullen 3-29-10</u> Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department APPROVED AS TO FORM: Spencer W. Daniels (signature on file) 2/19/2004 Assistant Attorney General		FOR THE CONTRACTOR: <u>Bill Schrier 23 March 2010</u> Signature Date Bill Schrier, Chief Technology Officer for City of Seattle King County Regional Communications Board	

Form 10/27/00

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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.
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 15, 2010	Project Progress Report submitted.
June 15, 2010	Project Progress Report submitted.
August 15, 2010	Project Progress Report submitted.
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.

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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

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EXHIBIT E: NEXT GENERATION SWITCH PROJECT SIGN-OFF PROCEDURES AND RESPONSIBILITIES



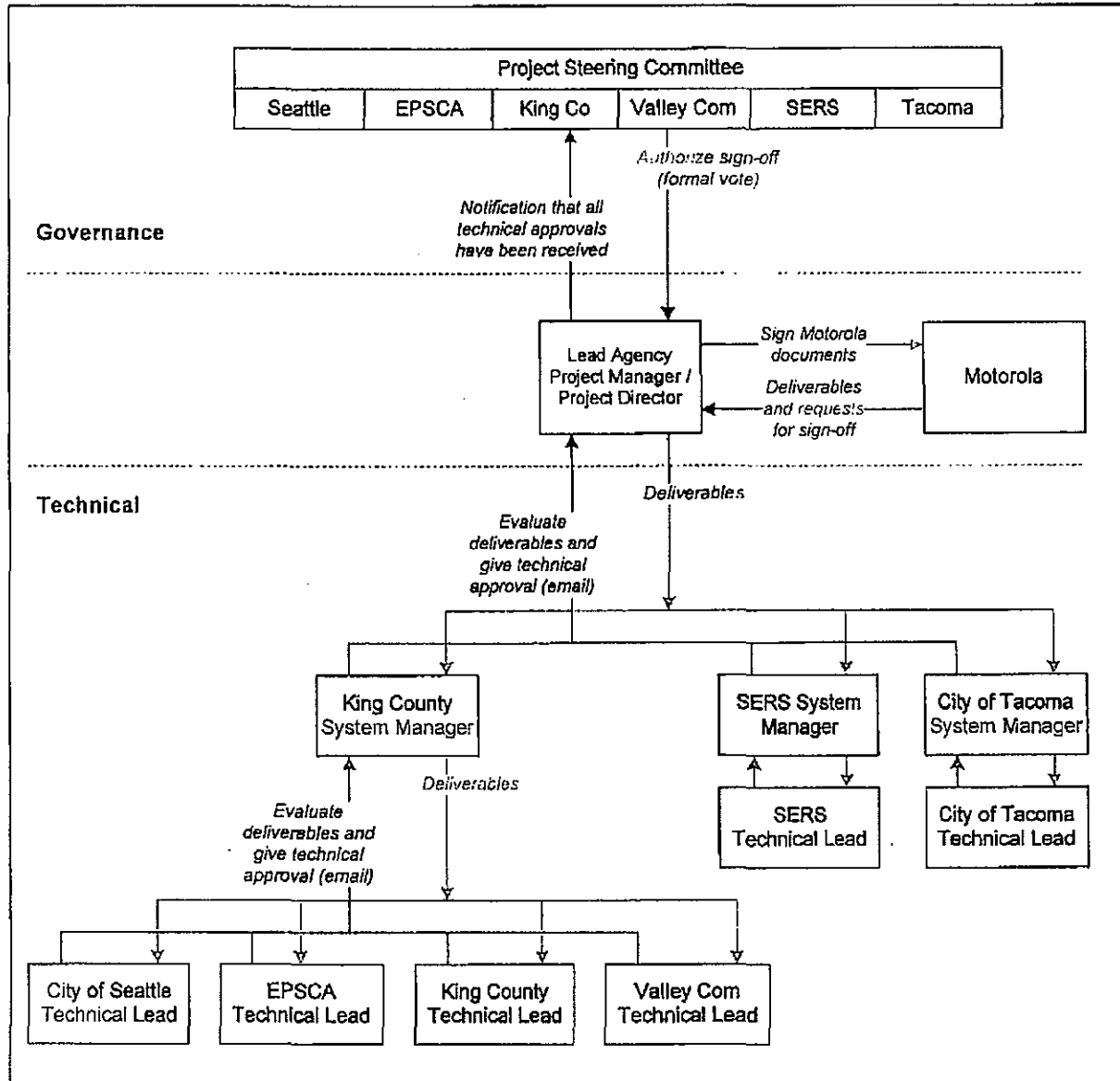
NG Switch Project
Sign-off Procedure ar

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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 <ul style="list-style-type: none"> City of Seattle EPSCA King County Valley Com SERS City of Tacoma 	<ul style="list-style-type: none"> 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 <i>City of Seattle</i>, <i>EPSCA</i>, <i>King County</i>, and <i>Valley Com</i> need to give technical approval / milestone acceptance in email to the King County System Manager
System Managers <ul style="list-style-type: none"> King County Radio System SERS Tacoma 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> City of Seattle EPSCA King County Valley Com SERS City of Tacoma 	<ul style="list-style-type: none"> High-level review of project deliverables Resolve issues (if necessary) Vote to authorize milestone sign-off Authorize material scope, schedule, or budget changes

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**RESOLUTION NO. 38076**

1 A RESOLUTION related to public safety communications; authorizing the execution
2 of an interlocal agreement between the City of Tacoma, City of Seattle,
3 Eastside Public Safety Communication Agency, King County, Snohomish
4 County Emergency Radio System, and Valley Communications Center to
5 install core P25-compliant infrastructure using Public Safety Interoperable
6 Communications grant funding awarded to the City of Seattle on behalf of
7 the Puget Sound Region.

8 WHEREAS the City of Tacoma, City of Seattle, Eastside Public Safety
9 Communication Agency, King County, Snohomish County Emergency Radio
10 System, and Valley Communications Center ("Parties") are currently upgrading
11 the core equipment of their separate 800 MHz public safety communications
12 systems, and

13 WHEREAS, when the upgrades are completed, gateways will connect
14 the systems together, which will improve daily emergency and interoperable
15 communications throughout the central Puget Sound Region, and

16 WHEREAS the majority of upgrade and gateway funding is from a Public
17 Safety Interoperable Communications federal grant awarded to the City of
18 Seattle, and

19 WHEREAS entering into this six-year interlocal agreement, with a
20 one-time option to renew for an additional six years, will formalize the Parties'
21 ongoing operations, mutual decision-making, implementation, changes, and
22 costs; Now, Therefore,

23 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

24 That the proper officers of the City are hereby authorized to execute an
25 interlocal agreement between the City of Tacoma, City of Seattle, Eastside
26



Public Safety Communication Agency, King County, Snohomish County
Emergency Radio System, and Valley Communications Center to install core
P25-compliant infrastructure using Public Safety Interoperable Communications
grant funding awarded to the City of Seattle on behalf of the Puget Sound
Region, said document to be substantially in the form of the proposed interlocal
agreement on file in the office of the City Clerk.

Adopted JUL 27 2010

Mayor

Attest:

City Clerk

Approved as to form:

Martina Planty
Deputy City Attorney



REQUEST FOR
☐ **ORDINANCE** ☒ **RESOLUTION**

Request #:




12649

Ord./Res. #:

38076

1. DATE: June 28, 2010

2. SPONSORED BY: COUNCIL MEMBER(S) [Click Here and Type Sponsor Name(s)] (If no sponsor, enter "N/A")

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Information Technology	4a. CONTACT (for questions): Steve Taylor	PHONE: 253.404.3790
3b. "DO PASS" FROM PSHS&E <input checked="" type="checkbox"/> Yes received June 10, 2010 <input type="checkbox"/> No <input type="checkbox"/> To Committee as information only <input type="checkbox"/> Did not go before a Committee	4b. Person Presenting: Steve Taylor	PHONE: 253.404.3790
3c. DID THIS ITEM GO BEFORE THE PUBLIC UTILITY BOARD? <input type="checkbox"/> Yes, on [Date] <input checked="" type="checkbox"/> Not required	4c. ATTORNEY: Martha Lantz	PHONE: 253.591.5633
 Department Director/Utility Division	 Budget Officer/Finance Director	 City Manager/Director Utilities

5. REQUESTED COUNCIL DATE: July 27, 2010

(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

Required contract execution date.

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Authorizing execution of an Interlocal Agreement among City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System and Valley Communications Center to install core P25-compliant infrastructure using Public Safety Interoperable Communications grant funding awarded to the City of Seattle on behalf of the Puget Sound Region.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The Parties (City of Tacoma, City of Seattle, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System and Valley Communications Center) are currently upgrading the core equipment of their separate 800 MHz public safety communications systems. When completed, "gateways" will connect the systems together. This improves daily emergency and interoperable communications throughout the central Puget Sound region. The majority of upgrade and gateway funding is from a Public Safety Interoperable Communications federal grant awarded to the City of Seattle. This 6-year interlocal agreement formalizes the Parties' ongoing operations, mutual decision-making, implementation, changes and costs. There is a one-time option to renew for an additional 6-years.

REQUEST (CONT)

CITY CLERK USE ONLY

Request #:

12649

Ord/Res #:

38076

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material

Location of Document

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) (with Exhibits)

Information Technology Department - Public
Safety Office

9. WHICH OF THE CITY'S STRATEGIC GOALS DOES THIS ITEM SUPPORT? (CHECK THE GOAL THAT BEST APPLIES)

- A. ☐ A SAFE, CLEAN AND ATTRACTIVE COMMUNITY
B. ☐ A DIVERSE, PRODUCTIVE AND SUSTAINABLE ECONOMY
C. ☒ A HIGH-PERFORMING, OPEN AND ENGAGED GOVERNMENT

10. IF THIS CONTRACT IS FOR AN AMOUNT OF \$200,000 OR LESS, EXPLAIN WHY IT NEEDS LEGISLATIVE APPROVAL:

THIS CONTRACT IS OVER \$200,000

11. FINANCIAL IMPACT: ☒ EXPENDITURE ☐ REVENUE

- A. ☐ NO IMPACT (NO FISCAL NOTE)
B. ☒ YES, OVER \$100,000, Fiscal Note Attached
C. ☐ YES, UNDER \$100,000, (NO FISCAL NOTE)
Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$206,068.35	Other \$	Total Amount
				\$206,068.35

If an expenditure, is it budgeted? ☒ Yes ☐ No Where? Cost Center: 822100
Acct #:

Request #:

12649

Ord/Res #:

38076

FISCAL NOTE

Each piece of legislation that has a financial impact or creates positions authority requires a fiscal note. After preparation by departmental staff, the Budget and Research Division will review the fiscal note and make any necessary revisions before transmittal to the Legal Department for legislation preparation.

DEPARTMENT:**CONTACT PERSON/PHONE:****OMBA CONSULTANT/PHONE:**

Information Technology	Steve Taylor 253.404.3790	Linda Honeycutt/591.5174
------------------------	---------------------------	--------------------------

Is it currently budgeted? ☒ Yes ☐ NoIs this a grant? ☐ Yes ☒ No If Yes, ☐ Operating ☐ Capital**EXPENDITURES:**

FUND NAME & NUMBER *	COST CENTER	WBS	ACCOUNT	2009-2010 EXPENDITURES
Radio Communication Fund 5540	822100			206,068.35
TOTAL				206,068.35

* General Fund: Include Department

Purpose:**REVENUES:**

FUND NAME & NUMBER	COST CENTER	WBS	ACCOUNT	2009-2010 REVENUES
TOTAL				

Notes: [Click Here and Type or Press Delete to Clear]

POSITION IMPACT:

POSITION TITLE	PERMANENT/PROJECT/ TEMPORARY POSITION	POSITION END DATE	2009 FTE	FUTURE FTE

Total positions created or abrogated through this legislation, including FTE impact. FTE impact for temporary employees is estimated.

FISCAL NOTE (CONT)

CITY CLERK USE ONLY

Request #:

12649

Ord/Res #:

38076

LONG-TERM FINANCIAL IMPACT OF LEGISLATION:

SPENDING PLAN & BUDGET	2009	2010	2011	2012	2013	TOTAL
Salaries/Benefits						
Start-up						
On-going						
Maintenance & Operations		206,068.35				206,068.35
Capital						
TOTAL		206,068.35				206,068.35

FUNDING SOURCE	2009	2010	2011	2012	2013	TOTAL
5540		206,068.35				206,068.35
TOTAL						206,068.35

The financial cost of not implementing the legislation:

If we do not participate in this Interlocal Agreement the P-25 switch will cost us \$2.5 million. This switch is a mandatory piece of equipment that the City needs to purchase.

Estimate the cost to the City if the legislation is not implemented, including the potential conflicts with regulatory requirements, cost avoidance, or other potential costs.

OTHER ISSUES:

[Click Here and Type or Press Delete to Clear]