



COMMISSIONER BOARD MEETING

**February 27, 2020
5:30 PM
Fire District 7 Station 31 Training Room**

**SNOHOMISH COUNTY FIRE DISTRICT #7
WASHINGTON**

AGENDA

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

BOARD OF FIRE COMMISSIONERS MEETING AGENDA SNOHOMISH COUNTY FIRE DISTRICT 7

Fire District 7 Station 31 Training Room
163 Village Court, Monroe, WA 98272

February 27, 2020

1730 hours

CALL TO ORDER

UNION COMMENT

IAFF
Teamsters

CHIEFS REPORT

CONSENT AGENDA

Approve Vouchers

Benefit Vouchers: #20-00448 - #20-00455 (\$645,115.49)

AP Vouchers: provided at meeting

Approve Payroll

February 28, 2020; provided at meeting

Approval of Minutes

Approve Regular Board Meeting Minutes – February 13, 2020

Correspondence

OLD BUSINESS

Discussion

Fire District Name
ALS Service Agreement with District 5 Sultan
Standards of Cover Revision
Allied Construction Settlement
Capital Facility Plan
North Battalion Landscaping RFP

Action

Strategic Plan Proposal

NEW BUSINESS

Discussion

Skyview Estates
HGAC Agreement and Resolution
Budgeted SCBA Compressor Purchase
Mobile Radio Purchase
Snohomish County 911 RAADAR Program

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

Action

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Elmore / Fay / Waugh):
Finance Committee (Elmore / Snyder / Waugh / Woolery):
Policy Committee (Elmore / Edwards / Schaub / Woolery):
Labor/Management (Waugh / Fay):
Contract Bargaining – IAFF Local 2781 (Waugh / Fay): TBD
Shop Committee (Edwards / Gagnon / Snyder / Woolery):
Strategic Plan Committee (Fay / Schaub / Snyder / Steinruck):
Capital Facilities Committee (Gagnon / Schaub / Snyder / Woolery):
Government Liaisons:
 Lake Stevens (Gagnon / Steinruck):
 Monroe (Edwards / Snyder / Woolery):
 Mill Creek (Elmore / Fay / Waugh):
 Legislative (Elmore / Schaub)

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh)
Regional Coordination
Leadership Meeting (Fay / Schaub): April 1, 2020 9am-12pm at Station 31
Sno-Isle Commissioner Meeting: March 5, 2020

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday March 12 at 1730 - Station 31 Training Room

EXECUTIVE SESSION

ADJOURNMENT

FIRE CHIEF REPORT



Chief's Report 2.27.20

Operations

Staff continues to collaborate with surrounding emergency response partners, hospitals, and providers in response to the corona virus outbreak. District operations continue to go well and have not been adversely affected by this situation.

District personnel will be participating in the "Nick of Time" juvenile health screening event Lake Stevens High School March 4, 2020. Ten people signed up to help. Thanks to Heather Chadwick for coordinating the event.

Operations leadership attended the Snohomish County Special Ops Board meeting and the Snohomish County EMS Council meeting on 2.12.2020.

Operations leadership worked with Planning leadership to develop an IAP for the Skyview Estates. LZ Drill on 2/18/2020. 2.10.20 and 2.18.20 District 7 leadership visited the Skyview Estates neighborhood to check in with the neighborhood and assist with a helicopter landing drill. District 7 Leadership have been working with the neighborhood and Snohomish County to develop contingency planning in the event of an emergency.

The Following Probation Firefighters completed probation on 2.18.2020. Firefighters: Huber, Strong, Johnson and Bell.

On 2.10-2.12, the District welcomed and began processing 24 New Part-paid firefighters. The Part-paid academy starts April 2, 2020.

Operations Leadership attended a Fire Tac meeting on 2.19.20.

Operations leadership conducted their Weekly Ops Division Staff Meeting.

Operations leadership conducted research and modeling in preparation for the Snohomish County Fire Dist #5 ALS Contract update.

Operations leadership performed DOH EMS re-certification processing.

The District received 400 Applicants through NTN for Full Time Firefighter recruitment. Currently, we plan on hiring nine replacement firefighters with an anticipated hire date of July 1, 2020.

Interviews for open Training position were conducted with two candidates participating. Operations Leadership selected FF Kris Olsen with a start date of 3.02.2020.

MSOs Justyn Shevlin and Vince Read returned from National Fire Academy in Emmitsburg, MD after successfully completing the EMS in Administration Course 2/3-2/14, 2020.

Nadia Kukhotskaya has completed her Paramedic Integration Program and is now a Primary Paramedic. Nadia was the first probationary Medic that has completed our District's Paramedic Integration Program. Nadia did an outstanding job!

No candidates sent letters of intent to go to Paramedic School. Several candidates stated interest, however; they did not meet the minimum qualifications. We are working with the Union to develop a solution.

We finished the process of combining Lake Stevens Fire and Fire Dist. 7 EMS On-Line accounts.

Planning

Preparing for code amendment standardization to provide consistency for Prevention Services personnel.

Continued transition of Health and Safety program from B.C. Wirtz. B.C. Wirtz has a robust program in place so D.C. Messer will work closely with B.C. Wirtz to assure a smooth transition. Goal is for full transition to occur by 7.1.20.

Continued policy and procedure analysis has started and we will plan a future meeting with the Board of Fire Commissioners' Policy Committee.

We are continuing the process of updating the District's annual report.

Logistics

Logistics continues to work to integrate the District's logistical systems and processes.

A landscaping maintenance Request for Proposal is pending for the North Battalion.

We are working with architects Rice, Fergus, Miller to develop a comprehensive Capital Plan.

The Logistics Division will be taking a tour of Clackamas County Fire District 1 Logistics Center on March 10th. We are in the process of preparing Station 74 to serve as our Logistics Center.

Working to collect all the firefighting foam in the District that will no longer be legal to use effective July 1, 2020.

The concrete poured floor on the second level (by the stairway going to the kitchen) of station 71 was settling. We had a structural engineer look at it to be sure there was no structural integrity issues. The Structural Engineer did not have any concerns.

The Logistics Division has requested the purchase of an enclosed utility trailer to haul items between our 13 facilities we have that cover a 160 square mile area.

The Logistics Division is gradually taking over some of the duties (fire alarm testing, extinguisher testing, etc.) that were being managed by operational staff.

Technical Services

Station 33: We continue to work on the wrap up of the settlement agreement with TCA and Allied. We are also working through the final warranty checklist as the warranty expired at the end of January.

Apparatus MDC's: We have been working on upgrading the department MDC's to Windows 10 operating system as the Win 7 system is no longer supported by Microsoft. This process is nearly completed. Once it has been completed, we will be adding MDC's to primary reserve apparatus so crews will not need to swap MDC's when moving between apparatus. We will also be assigning

additional MDC's to staff and support apparatus. The shop is getting geared up for these installs now.

Apparatus Cellular Modems: We are also continuing to replace and update all district Cellular modems. The focus of this is to improve reliability and up-time for the primary use of the devices which is mobile CAD. This includes the upgrade of all of the North Battalion apparatus. 100% uptime is the ONLY acceptable outcome!

Phone Systems: The merger and update of our department's phone systems is progressing. We are actively working on routing, auto-attendant recordings, extensions etc. This work will be ongoing.

Battalion Vehicles: The two new pick-ups to replace Battalions 31 and 71 had a production date of January 9th. These vehicles should be in transit. The shop will begin the up-fitting process as soon as they arrive.

Administration

Many thanks to the Administrative Staff who continue to blend the services of the District into one system.

The Administrative Staff is working to implement IAFF and Teamster's impact bargaining components in to the employee data systems.

Administrative Staff is working to prepare Senior and Executive contracts.

Preliminary preparation is being performed to develop the 2021 Budget line item detail buildout.

Administrative Staff is working to update the Financial Forecasting model for 2020 rate adjustments, bond/levy options, Capital replacement plan 20-year buildout, and vehicle/property schedule development.

Administrative Staff is working to complete the final LSF Washington State Auditor's Office financial and accountability audit.

Chief O'Brien, and Lake Stevens Police Chief John Dyer hosted "Coffee with the Chiefs" on 2.20.20 at the Frontier Village Starbucks. Thanks to Laana Larson, Heather Chadwick, and the 82 crew for attending!

Senior Staff conducted their weekly meeting on 2.18.20 and 2.25.20.

Other Events

2.21.20, representatives from the District including Commissioners Waugh, Schaub, President McConnell, AC Dorsey, PIO Chadwick, and Chief O'Brien, met with Councilmember Sam Low and leadership from the County Executive's office to discuss the challenge with the name "Snohomish County Fire and Rescue." Snohomish County leadership has requested the District adopt a different name other than Snohomish County Fire and Rescue (SCF&R). The County leadership believes the name could lead people to believe that SCF&R is a branch of the County government. County leadership recommends a name that is less broad in scope. We will convene the Name Team to develop a solution to present to the Board. The patch development contest and domain name selection have been temporarily suspended until such time as the name situation is resolved.

2.21.20, Chief O'Brien, AC Silva, AC Guptill, and Lt. McConnell met with the North Battalion Chaplains at their monthly meeting to discuss responses, District news, events, and alarm responses.

2.22.20, District 7 Commissioners and leadership participated in a tour and community meeting at the Skyview Estates with U.S. Representative Susan Del Bene, Councilmember Sam Low, and representatives from Snohomish County DEM and the Sherriff's Office.

2.4.20, District leadership met with District 5 leadership to move forward with negotiating an updated ALS Service Agreement. We met again on 2.19 to present an ALS Service Agreement proposal. We are scheduled to meet again on 2.26 to receive a reply to our proposal. If no substantial progress is made at the meeting, we plan to recommend immediately instituting a cost recovery process where we directly bill the Dist. 5 patients for service as discussed in previous Board meetings. We are preparing an updated letter from the Dist. 7 Board to Dist. 5 that gives notice of our intent.

2.25.20, District 7 Commissioners and leadership are scheduled to testify in the Washington State Legislature House Local Government Committee in support of Senate Bill 6582 which provides for the ability of a fire district to ask voters to increase the size of a Board of Fire Commissioners from five to seven members. The bill has passed the State Senate and is now in the process of being considered by the House of Representatives.

2.27.20, District leadership is scheduled to attend the ribbon cutting ceremony for the updated Lake Stevens High School.

CONSENT AGENDA

Snohomish County Fire District #7

02/24/2020

Claims Voucher Summary

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Voucher	Payee/Claimant	1099 Default	Amount
20-00448	DEPARTMENT OF RETIREMENT SYSTEMS		43,125.07
20-00449	FIRE 7 FOUNDATION		287.50
20-00450	HRA VEBA TRUST		105,494.73
20-00451	LEOFF TRUST		383,018.54
20-00452	TD AMERITRADE INSTITUTIONAL		388.50
20-00453	TD AMERITRADE TRUST CO		19,927.26
20-00454	TRUSTEED PLANS SERVICE CORP		32,669.03
20-00455	VOYA INSTITUTIONAL TRUST CO		60,204.86

	Page Total	645,115.49
	Cumulative Total	645,115.49

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

BOARD OF FIRE COMMISSIONERS MEETING MINUTES SNOHOMISH COUNTY FIRE DISTRICT 7

Fire District 7 Station 31 Training Room
163 Village Court, Monroe, WA 98272

February 13, 2020

1730 hours

CALL TO ORDER

Commissioner Waugh called the meeting to order at 1730 hours.

AGENDA CHANGES

Consent Agenda correction of Jan 31 payroll adjustments in LSF benefits missed.
Consent Agenda addition: Feb 15 payroll

UNION COMMENT None

CHIEFS REPORT

Assistant Chief Larry Huff discussed items from the Chief's Report.

AC Huff updated the board on the Monroe community isolated by a recent landslide. AC Dorsey noted the District attended a public meeting for that community. He explained they had to walk a half mile to get to their cars. Of current concern is the potential for another slide and keeping a close eye on that as well as developing response plans for that. He noted they are also working on a secondary access road through private property. There is no funding available to come from the state.

CONSENT AGENDA

Approve Vouchers

AP Vouchers: #20-00229 - #20-00426; (\$633,285.97)
Benefit Vouchers #20-00427; (\$980.00)
Benefit Vouchers #20-00428 - #20-00429; (\$22,270.92)
Benefit Vouchers #20-00430 - #20-00444; (\$798,618.49)

Approve Payroll

January 31, 2020; \$1,553,965.74
February 15, 2020; \$980,144.49

Approval of Minutes

Approve Regular Board Meeting Minutes – January 23, 2020

Correspondence

Thank you from Hungry Hearts Foundation

Motion to approve the Consent Agenda as submitted.
Motion by Commissioner Schaub and 2nd by Commissioner Elmore
On Vote, **Motion Carried 9/0**

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

OLD BUSINESS

Action

New District Launch

AC Huff noted this discussion will take place later in the meeting with the District logo and domain name.

ALS Service Agreement with District 5 Sultan

On February 4, the District met with Chief Halverson to move forward with negotiating an updated ALS Service Agreement. There are plans to meet again on February 19. If no substantial progress is made at the February 19 meeting, the plan is to recommend immediately instituting a cost recovery process where the District directly bills the District 5 patients for service as discussed in previous Board meetings. The District prepared an updated letter from the District 7 Board to District 5 that gives notice of intent. It would be a contract that is more in line with the one the District has with District 17. Brief discussion took place in regards to formulas for charges.

Commercial Driver License Requirement

With the merger some Logistics Technicians operated vehicles over 26,000 pounds which requires a commercial driver's license. Because these members are within the Teamsters group, a letter has been submitted to the union informing them of the requirement and requested any feedback from that group, if any.

Capital Facility Plan

This week the District met with Rice, Fergus, Miller, and discussed a draft scope of work for the completion of a comprehensive Capital Facilities Plan for District 7. Dave Fergus will visit the Board Meeting on 2/27 to present the proposal.

Allied Construction Settlement

The District is working toward fulfilling the terms of the Settlement Agreement with Allied. We will report on the status. AC Guptill noted the talks are ongoing, have submitted a final list of warranty items, and have not heard back yet. One of the requirements of the agreement was that they deliver signed releases from all the subcontractors and suppliers to insure that all of the payments have been made to them. This was so that there was no way any agency can come back to the District after paying the retainage to Allied. Most have been received but are waiting on an entire list from Allied detailing all the people they used on the project before releasing this retainage, which is in the \$235,000 range. It was confirmed that the lien releases the District has not yet received does not exceed the retainage so the District is still in a good position.

Action

Training Consortium ILA

The District is seeking the Boards approval of the Training Consortium ILA with Everett FD, South County Fire, and Marysville Fire. The ILA outlines roles, responsibilities and the financial framework. Separate but connected Program Participation Agreements will be created in the future for activities such as the Fire Training Academy. The ILA was approved by Everett FD last week.

Motion to approve the Training Consortium ILA with Everett Fire, South County Fire and Marysville Fire.
Motion by Commissioner Snyder and 2nd by Commissioner Steinruck
On Vote, **Motion Carried 9/0**

NEW BUSINESS

Discussion

Resolution 2020-06 Changing the District Name

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

The District sought out approval of a resolution establishing a new District name to “Snohomish County Fire and Rescue.” Once approved, this resolution will be sent to the Snohomish County Council for approval.

Motion to move this discussion to an action item and approve Resolution 2020-06 Changing the District Name to Snohomish County Fire and Rescue.

Motion by Commissioner Woolery and 2nd by Commissioner Elmore

On Vote, **Motion Carried 9/0**

Strategic Plan Draft Proposal

Strategic Planning Facilitator Kendall Hodson has issued a scope of work proposal to help us develop a new strategic plan. The process would begin in March and end in June of '20. The cost of her proposal is \$2,730. There will be a “Strategic Planning Working Group” that will work with Kendall. and contrary to the recent memos update, the District would like two Commissioners to serve on the work group.

North Battalion Landscaping RFP

The District has advertised a Request for Proposal for mowing/landscaping maintenance for the North Battalion properties. AC Silva noted the District is currently out to bid, closed on February 20th and will be bringing the results to the Board at the next meeting.

Draft Standards of Cover

The District plans to work with Fitch and Associates to update our Standards of Cover to include the North Battalion. AC Dorsey updated the Board on the history and process setting up the Districts future plans to accreditation.

Patch & Domain Name

Heather Chadwick explained the process and passed out the remaining logos and domain name. The Commissioners have been given an email with a link to the designers logo's to explain the why behind their logo design. Domain names were also discussed and will be voted on with the results of that at the next meeting.

Freedom Foundation Litigation

Attorney Brian Snure updated the board on the litigation with the Freedom Foundation. He explained the history of the Freedom Foundation and noted there is a temporary injunction through March for the Firefighter Union 2781 but no other groups working for the District. It is primarily in place to protect employees information who may have a domestic violence protection in place. He noted there is a similar request out there from the Seattle Times but there have been no injunctions put in place for them as of yet. Commissioner Elmore asked what the presumed intent the Freedom Foundation has with this information and it was thought to be used for representation against unions.

Action

Teamster Union 38 Merger Impact Agreement

The District is seeking the Board's approval of the Impact Bargaining Agreement with the Teamster's which has been tentatively agreed to by both groups. The agreement has been voted on and approved by the Teamsters. The agreement brings the Lake Stevens group into the District 7 Contract and establishes a system for the placement of positions. It calls for a salary study to be completed in the 4th Quarter of 2020 with possible retroactive wage adjustments occurring in July of 2020.

This action to follow Executive Session.

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

COMMISSIONER COMMITTEE REPORTS

Labor/Management (Waugh / Fay): There was a meeting to lay out some ground rules that was productive.

Shop Committee (Edwards / Gagnon / Snyder / Woolery): Commissioner Woolery noted they had a high level budget and how everything is looking with the new rates. The meeting also brought the new committee members up to speed. The temporary shop building was also noted that has been up for 10 years and needs to be remedied as the floor is not capable of sustaining the weight it is being used for long term. It was noted that this building is part of the Capital Facilities Plan. Installation of the radios are planned to occur with the Shop.

Government Liaisons:

Lake Stevens (Gagnon / Steinruck): Steinruck attended the Lake Stevens City Council meeting where he announced the Districts new name.

Monroe (Edwards / Snyder / Woolery)

Mill Creek (Elmore / Fay / Waugh): Commissioner Fay reported they started a big study and debate on the development of the properties along Mill Creek Boulevard. To meet the obligation of the Urban Growth Act they must take in about 7-800 new residents into that area. He had discussed the fire department ownership with the planning, which helped alert them to those future planning needs.

Commissioner Schaub requested to please have the future and past dates of the committee meetings added to the agenda and minutes as they were in the past.

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh): Working on the radio reimbursement schedule and the warranty...

Regional Coordination

Leadership Meeting (Fay / Schaub / Wells): Commissioner Schaub reported on the latest Leadership meeting that he attended. He noted it was overall a positive meeting. Commissioner Waugh noted the Chief is doing a good job at bringing everybody together.

Sno-Isle Commissioner Meeting: Commissioner Fay discussed the radio project. The banquet was good with a legislative update from Roger Farris. The Next meeting is March 5-2020.

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting, Thursday February 27 at 1730 - Station 31 Training Room. Commissioner Waugh and Elmore will not attend at the next meeting.

EXECUTIVE SESSION

At 1815 hours Chairman Waugh called for an executive session to discuss the Teamster Union 38 merger impact agreement per RCW 42.30.140(4)(a) and to discuss a publicly bid contract per RCW 42.30.110(1)(d) for ten (10) minutes. Assistant Chief Huff, Business Administrator Leah Schoof, HR Director Pamella Holtgeerts, and District Attorney Brian Snure also attended the executive session.

Chairman Waugh reconvened the open public meeting at 1825 hours with the following action:

Motion to approve the Teamster Union 38 Merger Impact Agreement.
Motion by Commissioner Snyder and 2nd by Commissioner Steinruck.

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

On Vote, **Motion Carried 9/0**

ADJOURNMENT Chairman Waugh adjourned the meeting at 1826.

Snohomish County Fire District #7

Commissioner Randy Fay

Commissioner Rick Edwards

Vice Chairman Troy Elmore

Commissioner Paul Gagnon

Commissioner Jeff Schaub

Commissioner William Snyder

Commissioner Jim Steinruck

Chairman Roy Waugh

Commissioner Randal Woolery

Chief Kevin K. O'Brien

OLD BUSINESS - DISCUSSION



April 8, 2019

Via email: gmeek@snofire7.org

Fire Chief Gary Meek
Snohomish Fire District #7
163 Village Court
Monroe, WA 98272

Dear Chief Meek:

Thank you for your inquiry and considering Fitch & Associates (*FITCH*) to continue our relationship with the Snohomish Fire District #7. We are pleased to be able to provide information for your consideration.

Per my Discussion with Chief Clinton and Battalion Chief Lundquist, we offer the following scope of work for your project:

Update the current Standards of Cover document with the most recent calendar year of data (2018) or the most recent 12-month period. This will include a full comprehensive data report and GIS report based on the newly formed entity.

The full standards of cover report will be wholly integrated with the changing organization. Therefore, the following deliverables will be provided:

- Quantitative Data Analysis Report
- GIS Report
- Standards of Cover Report

Price: As proposed, a fixed price of \$49,995 is offered that is inclusive of all reasonable and customary travel and expenses.

Please contact me if we can answer any questions or offer additional information about scheduling next steps. Thank you again for allowing us to present this proposal for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Steven Knight".

Steven Knight, PhD
Partner

Lake Stevens Fire
1825 South Lake Stevens Road
Lake Stevens, WA 98258
(425) 334-3034
www.LSfire.org



Snohomish County Fire District 7
163 Village Court
Monroe, WA 98272
(360) 794-7666
www.Snofire7.org

Background

- Fitch and Associates completed a Standards of Cover (SOC) for Fire District 7
- When Fire District 7 merged with Monroe Fire, Fitch updated the SOC to reflect the new agency
- Chief Meek had directed Chiefs Clinton and Lundquist to reach back out to Fitch to get a proposal to update the SOC to include Lake Stevens Fire
- SOC is a component of accreditation, which is a goal of our new agency

Current Status

- We have the proposal from Fitch to update the SOC to include Lake Stevens Fire
 - We need to fine tune to the proposal to assure that it is compliant with our goals of accreditation
 - Bottom line is the current proposal is good. We need to have some clarifying conversation with Fitch to assure that the final product meets our needs not only for adding the Lake Stevens Fire area but to assure compliance with accreditation standards. This may alter the body of work slightly which may impact the price of the current proposal
 - The good news is that we have much better data than we ever have. We also have in house talent that can provide work that we were not able to provide in the past. This should offset some of the increased price potential
 - We would like to have conversation with Fitch to clarify where we stand on the proposal. We are working on how best to connect with Steve from Fitch. We have options for a phone conference or an in person meeting. We are working through those details now
 - We will bring the finalized package to the board for approval and move forward with the SOC
-



AIA[®] Document B221[™] – 2014

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 06 made as of the Sixth day of February in the year Two Thousand Twenty
(*In words, indicate day, month and year.*)

THE OWNER:

(*Name, legal status and address*)

Snohomish Fire District 7
163 Village Court
Monroe, WA 98272
Telephone Number: 360-794-7666

THE ARCHITECT:

(*Name, legal status and address*)

Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337
Telephone Number: 360-377-8773

for the following **PROJECT:**

(*Name, location and detailed description*)

2019118.00 Snohomish Fire District 7 Capital Facilities Planning
Monroe, WA

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Eleventh day of December in the year Two Thousand Seventeen
(*In words, indicate day, month and year.*)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]-2014, Standard Form of Master Agreement Between Owner and Architect

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 INSURANCE
- 3 ARCHITECT'S SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

See Article 3, Architect's Services.

§ 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Not applicable

- .2 Substantial Completion date:

Not applicable

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address and other information.)

Jamie Silva
Snohomish Fire District 7
163 Village Court
Monroe, WA 98272
Telephone Number: 360-794-7666

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

Dave Fergus, Principal
Rice Fergus Miller, Inc.

275 5th Street, Suite 100
Bremerton, WA 98337
Telephone Number: 360-377-8773

Init.

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)

As stated in Master Agreement.

ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

§ 3.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Capital Facilities Planning Services

The fees listed in Exhibit A are based upon the following assumptions and clarifications:

Task 1: Inventory of Existing Stations

Together with our team of engineers (structural, mechanical, electrical, and civil), we would tour preselected fire stations, documenting their physical and operational status through drawings, photographs, and written descriptions. The physical assessment would be undertaken on several levels. First, we would look at what areas of the station are at or near the end of their useful life. This top to bottom conditions survey would include everything from mechanical systems that have moving parts that may be wearing out to roofs that are in need of replacement. Our structural engineer would assess these existing facilities as to how they would perform during a significant earthquake. They would undertake a Tier 1 evaluation that would measure that performance against national standards.

Prior to the merger of Lake Stevens Fire and Snohomish Fire District 7, Lake Stevens Fire had commissioned Lawhead Architects to prepare a Capital Facilities Plan for their district. Programming, planning, and engineering reports prepared for those facilities would be reviewed and evaluated in consideration of the subsequent merger, validated, and utilized as applicable.

RFM and our team of engineers will be looking at the existing stations in light of current building codes. Compliance with current codes may be required as a result of a significant remodel or addition to any these existing structures. This will include compliance with WAC 296-305.

Task 2: Identify Facility Needs

This portion of your Capital Facilities Plan will be the most involved and intensive effort. It will be the planning stage that brings the strategic decisions that confirm which stations should be remodeled and which should be replaced. This is also the stage where we identify how much each individual project may cost, test the costs against funding alternatives, and prioritize those improvements within the available funds.

With a working committee of your choosing, we would facilitate a programming process on a project-by-project, detailed basis for each proposed capital project. This would entail not only the operational areas, living quarters, and support spaces, but also address issues such as community access, security concerns, training needs, decontamination practices, vehicle washing regulations, and emergency communications. Both our mechanical and electrical engineers would participate in this effort to confirm facility needs for heating, air conditioning, plumbing,

fire protection, power, lighting, communications, and information technology integration. For existing stations recommended for remodeling, our structural engineer would identify how and where to upgrade the structure to resist a significant earthquake. Resultant impacts to mechanical and electrical systems would be identified so that they can be included in the overall scope of improvements. Also important in the remodeled stations will be determining how emergency operations can be provided without interruption while construction is underway.

With a comprehensive understanding of the district's capital project needs, our professional cost estimator would develop cost models for each project. Anticipated expenses for project soft costs would also be estimated. This would include items such as sales tax, fees for architectural and engineering services, permit fees, furniture, and equipment. We would assist the district in determining the sequencing priority and subsequent inflation for each project. If the total anticipated costs exceed the district's funding capacity, we would engage the district in a process to rebalance the scope of improvements. This could be accomplished by phasing improvements over time or scaling certain projects down.

While much of the work is undertaken directly with the working committee, the Architect would assist District leadership in keeping an executive committee of selected chiefs and commissioners informed throughout the process.

Task 3: Capital Facilities Plan Completion and Review

This task includes completion of the final report document. RFM will also assist with presenting and sharing the capital facilities plan on an as-needed basis and at the direction of the District.

* * *

The District's preliminary thoughts on a facility-by-facility basis would be as follows:

Fire Station 31. Improvements would include interior remodeling of several areas for more efficient use of space, including modifications for single occupant sleep rooms and restrooms, and replacing the maintenance canopy with a new permanent bay.

Fire Station 32. Improvements include remodeling and expanding this station on the current property if possible and cost effective, including its capacity in terms of sleep rooms and apparatus bay space. Alternative would be to replace this station in its entirety on a new parcel.

Fire Station 33. No improvements are anticipated for this station at this time.

Fire Station 71. Improvements would include remodeling and upgrading this station to modern design standards and more efficient use of space. No building additions are anticipated.

Fire Station 72. It is anticipated that the existing station would be demolished, and a new station built in its place on the same parcel. Capacity for this new station would likely be 8 single occupant sleep rooms and 3 double deep drive-through apparatus bays, including maneuvering space for a ladder truck.

Fire Station 73. Improvements would include remodeling and upgrading this station to modern design standards. Building additions are unlikely due to tight site constraints. Possible alternative would be replacing Stations 71 and 73 with a single new station located somewhere between them. This alternative would include identification and acquisition of property for the new station.

Fire Station 74 (Logistics). Improvements would include remodeling this station to better serve as a warehouse and distribution center for the District's equipment and supplies.

Fire Station 76. No improvements are anticipated for this station until further agreements are reached with the City of Mill Creek.

Fire Station 77. Improvements would include remodeling and upgrading this station to modern design standards. Building additions are unlikely due to tight site constraints. A possible alternative could be combining Stations 77's response capabilities with South County Fire & Rescue's Silver Firs Fire Station.

Init.

Fire Station 81. It is anticipated that the current station would be demolished and replaced with a new station on the current Station 81 property. Capacity for this new station would likely be 8 single occupant sleep rooms and 4 drive-through apparatus bays. A wetlands report was prepared for this parcel by The Watershed Company, dated 9/27/17. A geotechnical report was prepared for this parcel by Associated Earth Sciences, dated 9/6/17. A civil engineering assessment was prepared for this parcel by KPFF Engineers, dated 2/8/18.

Fire Station 82. Improvements would include minor interior remodel. Areas desiring improvement include decontamination and clean-up, EMS storage, sleep room lockers, and front apron improvements to accommodate ladder truck maneuvering.

Fire Station 83. Improvements would include remodeling and expanding this station on the current property, primary in terms of living quarters. Previous planning recommended a size increase from approximately 2,700 sf to 5,100 sf. A civil engineering assessment was prepared for this parcel by KPFF Engineers, dated 3/2/18. A structural assessment of this station was prepared by KPFF Engineers, dated 12/13/17. A mechanical and electrical engineering assessment for this station was prepared by Hultz BHU Engineers, dated 11/28/17.

Fire Station 84. This project is envisioned as a new station on property recently purchased by Lake Stevens Fire located at 8127/8203 20th Street SE, Lake Stevens, WA (Parcels #00431400300300, #00431400300301, #00609500001000, and #00431400300400). Capacity for this new station would likely be 8 single occupant sleep rooms and 3 drive-through apparatus bays.

Support Facility at 84. Preliminary planning when the property was purchased for the new Fire Station 84, consideration was given for constructing a new administration building on the same parcel. Services associated with this capital facility planning effort would include determining the highest and best use for this buildable area given the subsequent merger of Lake Stevens Fire and Snohomish Fire District 7. Alternatives could include constructing administrative functions here or elsewhere, or alternative support needs such as a satellite vehicle maintenance shop or logistics warehousing.

§ 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

None anticipated at this time but may be required or desired in the future as the planning process progresses. Any additional services would be undertaken only by mutual agreement of Owner and Architect and in writing.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:
(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

As stated in the Master Agreement

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Task 1: Inventory of Existing Stations

Rice Fergus Miller	Architectural	\$17,900	
Reid Middleton	Civil Engineering	\$3,685	(\$3,350 x 1.10)
Reid Middleton	Structural Engineering	\$10,450	(\$9,500 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$13,200	(\$12,00 x 1.10)

Task 2: Identify Facility Needs

Rice Fergus Miller	Architectural	\$53,600	
Reid Middleton	Civil Engineering	\$7,370	(\$6,700 x 1.10)
Reid Middleton	Structural Engineering	\$22,110	(\$20,100 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$5,500	(\$5,000 x 1.10)
Prodims	Professional Cost Estimating	\$41,342	(\$37,584 x 1.10)

Task 3: Capital Facilities Plan Completion and Review

Rice Fergus Miller	Architectural	\$15,200	
Reid Middleton	Civil Engineering	\$3,685	(\$3,350 x 1.10)
Reid Middleton	Structural Engineering	\$11,550	(\$10,500 x 1.10)
Sider & Byers	Mechanical/Electrical/Plumbing	\$1,100	(\$1,000 x 1.10)

Reimbursable Expenses		\$1,500	
-----------------------	--	---------	--

Total Fee for all services noted above: \$208,192

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

To be mutually agreed in writing prior to commencement of such services.

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

ARTICLE 6 ATTACHMENTS AND EXHIBITS


The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, and any exhibits relied on in Article 3.)

- Attachment A: Reid Middleton Proposal
- Attachment B: Sider Byers Proposal
- Attachment C: Prodims Proposal

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*
 David A Fergus, Principal

(Printed name and title)

January 15, 2020
File No. 262020.913.004

Mr. Dave Fergus
Rice Fergus Miller Architecture
275 5th Street, Suite 100
Bremerton, WA 98337

Subject: Agreement for Professional Services
Snohomish Fire District 7 Capital Facilities Plan

Dear Mr. Fergus:

Thank you for considering Reid Middleton, Inc. to provide professional engineering services for civil and structural support of the Snohomish Fire District 7 Facilities Plan. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

Reid Middleton understands that Snohomish Fire District 7 has requested a Capital Facilities Plan to be completed by Rice Fergus Miller (RFM) and their team. Snohomish Fire District 7 includes stations 31, 32, 71, 73, 77, 82 and 83; which will be reviewed for current building codes and compliance. RFM will prepare the final Capital Facilities plan report and the site seismic and site evaluation reports for the stations. Reid Middleton will assist with the civil and structural related portions of the assessment reports.

B. SCOPE OF SERVICES

1. **Structural**

As part of the planning, Reid Middleton will perform seismic evaluations and conceptual level seismic retrofit designs for several of their existing fire stations 31, 32, 71, 73, 77, 82, and 83. These stations vary widely in age and in construction materials. The seismic evaluations will be completed in accordance with ASCE 41-17 Tier 1 procedures and the concept level seismic retrofit designs will be based on the deficiencies identified in the Tier 1 checklists. Note that this proposal does not include any materials testing or removal of building finishes and will be based on conditions that can be visually observed or that are documented in record drawings only.

Mr. Dave Fergus
Rice Fergus Miller Architecture
January 15, 2020
File No. 262020.913.004
Page 2

a. **Field Investigations**

Perform site visits at each of the 7 facilities to visually observe the building. This task will include confirming general information included on the available record drawings and documenting visible structural conditions. Engineer's field notes and photographs of each facility will be used to record and document information gathered in the field investigation work.

b. **Seismic Evaluations and Concept Design Report**

Perform seismic evaluations of the 7 facilities in accordance with *Seismic Evaluations of Existing Buildings ASCE 41-17*, Tier 1 procedures. Immediate Occupancy Tier 1 Seismic Evaluations will be completed for each of the buildings and Tier 1 Seismic Evaluation checklists will be provided. Reid Middleton will provide concept-level seismic upgrade information to improve the seismic deficiencies noted from the updated Tier 1 Seismic Evaluations for all 7 stations. Concept-level design for these buildings will include a narrative description of proposed seismic retrofit and/or upgrade schemes with sketches depicting the general extents and types of upgrades. The findings for all buildings will be summarized in a single report.

2. **Civil**

- a. Review the three (3) civil assessment studies completed by KPFF.
- b. Verify storm drainage, utility codes and standards, and soils information referenced in the civil assessment studies. Update civil assessment studies, if warranted.
- c. Attend three (3) site meetings with RFM and Snohomish Fire District 7 at Fire Stations 32, 72, and 82.
- d. Review local storm drainage and utility codes and standards for Fire Stations 32, 72, and 82. Review available record drawings and environmental documents.
- e. Prepare site evaluation reports for proposed improvements at Fire Stations 32, 72, and 82 discussing civil related items that include property frontage, storm drainage system, water and sewer system,

Mr. Dave Fergus
 Rice Fergus Miller Architecture
 January 15, 2020
 File No. 262020.913.004
 Page 2

and on-site pavement surfacing.

- f. Assessment of underground utilities at Fire Stations 32, 72, and 82 will be limited to surface features, record drawings, discussion with maintenance staff, and information from utility purveyors.
- g. Coordinate with RFM.
- h. QA/QC for items above.

3. EXCLUSIONS AND ASSUMPTIONS

- a. Soil sampling is not included.
- b. A topographical survey is not included.
- c. Video inspection utilities not included.
- d. Corrosion testing of utilities is not included.
- e. Water system flow/pressure test not included.

- 4. Additional services requested by Rice Fergus Miller.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

Rice Fergus Miller Architecture shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

- 1. For services described in Section B, Items 1-2, Reid Middleton shall be paid the lump sum of \$53,500.

Structural	\$40,100
Civil	\$13,400

Mr. Dave Fergus
Rice Fergus Miller Architecture
January 15, 2020
File No. 262020.913.004
Page 2

- 2. For services described in Section B, Item 4, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2019, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Katy Brawner, P.E. will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT


The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments, please call Katy Brawner or me.

Sincerely,

Reid Middleton, Inc.


Corbin M. Hammer, P.E., S.E.
Principal

ACCEPTED:

Rice Fergus Miller Architecture

By _____

Title _____

Date _____

clw\O:\20\913\004 Snohomish FD 7 Capital Facilities Planning\Contract\Base Contract\RM Fee Est & Scope\200113 LetterAgreement Sno FD 7.docx\krb



Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2019 through June 30, 2020

I. Personnel	Hourly Rate
Principal	\$ 205.00 - \$ 260.00
Principal Engineer/Principal Planner/Principal Surveyor	\$ 205.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 180.00 - \$ 205.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 140.00 - \$ 175.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 115.00 - \$ 140.00
Designer I/Planner/CAD Technician II	\$ 105.00 - \$ 125.00
Project Administrator	\$ 100.00 - \$ 120.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 90.00 - \$ 110.00
Survey Crew (1 Person/RTK/Robotic/Scanning)	\$ 135.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	\$ 185.00
Survey Crew (3 Person/ RTK/Robotic/Scanning)	\$ 235.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.58/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

I. Payments

- A. **Due Date:** Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. **Default:** Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. **Authorization:** Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. **Definition:** Additional Services shall include, without limitation, the following:
1. Replacing stakes unless destroyed by Reid Middleton;
 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 3. Providing services due to default or defective performance on the part of the construction contractor;
 4. Providing services to address unanticipated site conditions; or
 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. **Submittal Review:** If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. **Means and Methods:** Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

V. Allocation of Risk

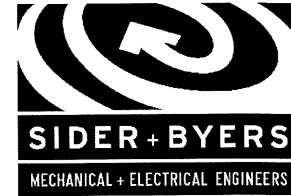
The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.

VI. Dispute Resolution

- A. Mediation: In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. Litigation: If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in Snohomish County, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. Arbitration: Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. Governing Law: The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. Standard of Care: Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. Government Entities: Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. Pollution and Hazardous Materials: Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. Independent Contractor: Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. Subconsultants: Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. Assignment: Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. Accrual: Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. Entire Agreement: The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.



January 10, 2020

Mr. David Fergus, Principal
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Project: **Snohomish Fire District 7 Bond Planning Assessments
Mechanical and Electrical (MEP) Engineering Proposal**

Dear Dave:

We are pleased to see Snohomish Fire District 7 is pursuing more projects. We have reviewed the Draft AIA agreement, and understand that our current scope includes an overall look at seven existing facilities. This proposal is for capital improvements and facility improvement planning work as set forth below. The stations in this assessment include:

Station 31
Station 32
Station 71
Station 73
Station 74 (Logistics)
Station 77
Station 82

Notes: No assessment is needed for the proposed new stations (includes stations 72, 81, 84, and 84 support building). If assistance is needed, we will bill this time at our hourly rates. No work is currently planned for Stations 33 or 76, and thus no scope is included. Station 83 already has a completed report, so no further scope is included in this project.

1. Review of existing plans for each station.
2. A tour of each of these seven facilities viewing the existing facilities and mechanical, electrical and plumbing systems (MEP).
3. Report for each individual station including general facility description and analysis of existing systems.
4. Analysis of the condition of the existing fire, plumbing, HVAC, power, lighting, communications, and information technology systems for each station (with photographs) and a suggested replacement schedule if appropriate (e.g. 5, 10, 15 years).
5. Indication of the reason for any anticipated replacement or upgrade (e.g. Code issue, length of expected life, performance).
6. Any relevant comments on the expandability of the existing systems; and
7. Preparation of estimates for fire, plumbing, HVAC, and electrical disciplines to be furnished to the Estimator.

David Fergus
 Snohomish Fire District 7 Bond Planning Assessments - MEP
 January 10, 2020

Page Two

Assumptions

1. No drawings will be required.
2. No copying and/or printing will be required (we anticipate submitting PDF files electronically to your office). Any printing and associated costs will be reimbursable.

Fees

We propose a fee of \$ 18,000.00 for this scope. If any additional services are required (including discussions about the new stations), those will be invoiced at our current hourly rate schedule as follows.

Principal:	\$160.00/Hour	Revit Operator:	\$ 95.00/Hour
Senior Engineer:	\$150.00/Hour	Admin.:	\$ 75.00/Hour
Engineer:	\$130.00/Hour		

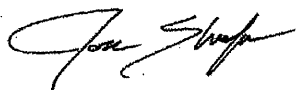
We anticipate that reimbursables (mileage, parking, etc.) will not exceed \$300.00.

If this proposal meets with your approval, please sign below and email a PDF back to us. We can proceed immediately.

As always, we look forward to working with you and with the RFM team.

Sincerely,

SIDER + BYERS ASSOCIATES, INC.



Jon Shafer, P.E., Principal

Accepted this _____ day of _____, of 2020

Rice Fergus Miller

by _____
 Officer and Title



520 Kirkland Way Suite 201
 Kirkland, WA 98033
 P-425-828-0500 F-425-828-0700
www.prodims.com

January 13, 2020

David Fergus, Architect
 Principal
 Rice Fergus Miller
 275 Fifth Street
 Suite 100
 Bremerton, WA 98337

Reference: Snohomish Fire District 7 Capital Facilities Planning Cost Estimating Fee Proposal

Dear David,

Regarding the scope of work for the Capital Facilities Planning enclosed is our fee proposal for the CD cost estimating services. Scope of the capital planning is to develop construction cost models for each project with project soft costs. Soft costs are Washington State sales tax, fees for architectural and engineering services, permit fees, furniture, and equipment. ProDIMS requests percentage guidance on A/E fees, permits and the cost allowances for each project for furniture and equipment. Scope includes up to three meeting of 2 hours each at Snohomish County FD7 Monroe office and/or at RFM office in Bremerton.

Capital Facilities Planning Phase Cost Estimating:

Task	Rate	Hours	T+M – Not Exceed
Fire Station 31 Remodel and Replace Canopy	\$202.06	16	\$3,232.96
Fire Station 32 Remodel and Expand	\$202.06	16	\$3,232.96
Fire Station 71 Remodel Building	\$202.06	12	\$2,424.72
Fire Station 72 Replace the Station	\$202.06	20	\$4,041.20
Fire Station 73 Remodel	\$202.06	12	\$2,424.72



Building			
Replace Stations 71 and 73 with a New Station	\$202.06	20	\$4,041.20
Fire Station 74 Remodel	\$202.06	12	\$2,424.72
Fire Station 77 Remodel Building	\$202.06	12	\$2,424.72
Fire Station 81 Replace the Station	\$202.06	20	\$4,041.20
Fire Station 82 Minor Remodeling	\$202.06	10	\$2,020.60
Fire Station 83 Remodel and Expand	\$202.06	16	\$3,232.96
Fire Station 84 New Station	\$202.06	20	\$4,041.20
		Total Fees	\$37,583.16

Included in the fee proposal for cost estimating work is:

Estimate model completed in MS Excel and formatted in Unifomat with Spreadsheet Summary of the total construction costs for all scope of work for each station with Soft Costs as noted above.

Updating the cost estimate models based on the team and owner feedback within 2 weeks of the estimate submittal.

Up to 3 meetings at two hours each in Monroe and/or Bremerton are included in the fee proposal.

Excluded from the estimating work is:

Major reformatting of the estimate.

Construction schedule, life cycle costs and value engineering studies are excluded.

Design Phase Estimating services.

Contract Paperwork:

Should this proposal be accepted please address the contract to Duane Mask, President and forward to Dennis Teschlog; Senior Estimator. Or an email confirmation of the fee is fine.



Terms and Conditions:

- Fee is proposed only to the company referenced above and is not transferable to another firm.
- Fees are based upon available information of the scope of work at the time of the proposal.
Should the scope change please contact us to equitably adjust fees.
- This fee proposal is good for 90 days from the date above for acceptance.
- The work in this fee proposal is to be completed within 365 days from the date of acceptance.

Requested Design Team Information:

- Please provide one set of the design team plans (1/2 size is fine) and specifications, and additional design information via hardcopy or adobe pdf format files "to scale" (full or 1/2 scale).

Thank you for considering our services on this project and work look forward to providing value to the team and the design process. Please contact me at 425-828-0500 if you have questions regarding this fee proposal.

Sincerely,

Dennis Teschlog

Dennis Teschlog
Senior Estimator

PRODIMS

cc: project file

OLD BUSINESS - ACTION

Snohomish County Fire & Rescue Strategic Plan Update Process Proposal | DRAFT February 4, 2020

Purpose

Having recently completed a merger on January 1, 2020, Snohomish County Fire and Rescue is seeking to merge and update the department's strategic plan. Objectives for the planning process include:

- Development of a single, strategic plan document that reflects the shared vision, mission, values and goals of the newly-formed department;
- A process and plan that meets the criteria for Center for Public Safety Excellence (CPSE) accreditation;
- A process that includes broad community, stakeholder and employee input; and,
- A plan that will provide strategic guidance on other key department initiatives, including rebranding, accreditation, capital facilities planning and levy development processes.

The planning process will span several months and incorporate a variety of data sources. Ultimately, the department will come away with a living document that will guide organizational decision-making, keep the team grounded in purpose, and serve as a key communication tool for stakeholders and the public.

Proposed Scope of Work

Core Planning Team

The strategic plan will articulate a vision for the organization for the next three-five years; identify top-level priorities or objectives; define clear action items such that the organization is able to achieve its priorities; and, specifically assign internal accountability and timelines for achieving the goals contained within the plan.

The driving force behind the new strategic plan will be an internal workgroup made up of representatives across and from all levels of the organization.

The Core Planning Team's work will be roughly organized as follows:

Meeting	Date	Topic
#1	Late March	Kick-off, Process Overview and Context Setting

		<p>This will be the core planning team's opportunity to provide input into the proposed planning process, discuss any additional information they may want to gather, and share hopes or concerns for the process.</p> <p>Depending on the amount of work needed to be done, this work session could also include a review of the mission and core values.</p>
#2	Early April	<p>Mission, Vision and Core Values</p> <p>Because the recently merged organizations already have established mission and vision statements, and core values, the focus of this session will be to set a new, 3-5 year vision for the organization, develop a shared mission statement, and agree to 3-5 core values that truly reflect the merged organization.</p>
#3	Late April	<p>SWOT Analysis</p> <p>This will be the opportunity for the core planning team to bring together their own experience and perspectives on the organization, as well as incorporate data from other strategic planning process elements, such as the organizational cultural assessment and stakeholder/community leader input. This process will also include the development of critical issue and service gaps per CPSE guidelines.</p>
#4	May	<p>Goals and Strategies</p> <p>During this focused session the core planning team will work in groups to develop the 3-5 top priorities or goals for the organization over the lifespan of the strategic plan. The team will identify the most important concrete action items to advance each priority.</p>
#5	June	<p>Review and Implementation</p> <p>This final core team planning session will be focused on reviewing the draft goals and strategies, as well as defining key owners for each within the organization, and timelines as appropriate.</p>

Each work session will be scheduled for 1.5 – 2 hours and may include a small prep assignment (for example reviewing survey data or coming up with responses to specific prompts).

Community Leader/Stakeholder Engagement Process

As part of the strategic plan process the department will convene a Community Leader Advisory Committee that will consist of key stakeholders, customers and community representatives. This advisory committees' role will be to share their perspective on the department priorities, potential gaps in service, and possible opportunities.

Membership of the Community Leader Advisory Committee will be determined by the Chief in collaboration with the Core Planning Team. The Community Leader Advisory Committee will meet several times throughout the strategic planning process and will ideally remain engaged in an advisory role throughout the duration of the department's strategic plan. Members of the

Committee may also be asked to participate in 1:1 stakeholder interviews to solicit additional insight into the department's new vision and priorities.

Integration of Survey Data and Internal Cultural Assessment

There are two other key components to the strategic planning process – a statistically significant community survey and an internal assessment/culture review that will be performed by external consultants. The data – both quantitative and qualitative – from these assessments will be critical to the Core Planning Team's work and the development of the strategic plan.

Estimated Cost for Process Facilitation

	HOURS	COST
Core Planning Team Facilitation	10	\$1,300
Meeting Prep and Follow-up	5	\$650
Stakeholder Meeting Prep, Facilitation and Follow-up	6	\$780
Other Consulting as Desired	TBD	TBD
Total	21	\$2,730

NEW BUSINESS - DISCUSSION



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**
P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields

SNOHOMISH COUNTY FIRE DISTRICT #7**RESOLUTION #2020-x****A RESOLUTION TO JOIN HGAC COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Snohomish County Fire Protection District #7 has routine needs to purchase capital equipment; and

WHEREAS, The Board of Fire Commissioners of Snohomish County Fire Protection District #7 have determined that it is in the best interest of the District to consider making such purchases utilizing a national governmental purchasing cooperative; and

WHEREAS, Snohomish County Fire Protection District #7 is eligible to become a member of the HGAC Buy (Houston, Galveston Area Council) purchasing cooperative (“HGAC”); and

WHEREAS, HGAC routinely conducts a national level competitive bidding process in compliance with the District’s purchasing requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FIRE DISTRICT #7, SNOHOMISH COUNTY, STATE OF WASHINGTON THAT:

- a) The District shall join the HGAC program.
- b) The District shall consider purchases from the HGAC program when advantageous to the District.

ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT #7 THIS 27th day of February, 2020.

Randy Fay, Commissioner

Roy Waugh, Commissioner

Jeff Schaub, Commissioner

Rick Edwards, Commissioner

William Snyder, Commissioner

Randall Woolery, Commissioner

Jim Steinruck, Commissioner

Paul Gagnon, Commissioner

Troy Elmore, Commissioner

ATTEST:

District Secretary



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

48

Date 01/29/2020
Quote # QT1332888
Expires 02/28/2020
Sales Rep Baker, Gregory J
PO # Compressor for Lake Steven
Shipping Method FedEx Ground

Bill To
 Summer Young
 Snohomish FD #7
 163 Village Ct.
 Monroe WA 98272

Ship To
 Chief Hyatt
 SNOHOMISH FD DIST. 7
 8010 180TH ST SE
 SNOHOMISH WA 98296
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Scott Compressor	8004854		8004854 Scott Compressor HushAir Connect 7500 Compressor 10HP 3 PHASE VOLT 230 CONTROLLER INTEGRATED	1	32,960.00	32,960.00
Scott Compressor	8004260		8004260 Scott Compressor Storage 4 BANK ASME	1	15,870.00	15,870.00
Scott Compressor	8004440		8004440 Scott Compressor RevolveAir Connect	1	28,230.00	28,230.00
LISCBA-Labor/Inser vice Scott			Install and run	1	2,500.00	2,500.00
AB110-0822			REMOTE INTAKE,HAM 7.5 & 10 HP	1	369.00	369.00
AB16-0624			KIT,SCUBA, CGA-REV/AIR	1	540.00	540.00

Subtotal 80,469.00
Shipping Cost (FedEx Ground) 0.00
Tax Total 6,276.58
Total \$86,745.58

Compressor for Lake Steven station 81

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1332888

SNURE LAW OFFICE, PSC

A Professional Services Corporation

Clark B. Snure
1930-2014

Brian K. Snure
brian@snurelaw.com

Of counsel
Thomas G. Burke

June 10, 2019

MEMORANDUM

To: Snohomish County 911

From: Brian Snure

Re: Cooperative Purchasing under Motorola contract.

.....

Background.

In 2018 Snohomish County issued an RFP for Radio System Replacement for Snohomish County Emergency Radio System (SERS). The RFP was issued, administered and the contract was awarded to Motorola consistent with the competitive negotiation process pursuant to RCW 39.04.270.

Cooperative Purchasing.

The County published notice of the RFP on its online portal (Exhibit A). The RFP included language stating that other governmental agencies would be authorized to purchase goods and services from the entity that was awarded a contract. The contract awarded to Motorola specifically authorizes Snohomish County 911 member agencies, the City of Bothell and any other government agencies that needs to interoperate with agencies that provide public services to Snohomish County citizens may purchase from the awarded contract.

Summary. Snohomish County 911 may enter into cooperative purchasing interlocal agreements with the specified governmental entities for purchases under the Motorola contract.



Current Bid Opportunities

Visit the New

Purchasing Portal

- Register as a Snohomish County vendor
- Apply for the Small Works Roster (application)
- View and/or download solicitations

Check out upcoming Purchasing Events

RFP-44-17SB	<u>Public Private Partnership, Parks & Recreation</u>	12/20/17	0
RFP-48-17SB	<u>Automated Voice Attendant System Expansion, AVST CX</u>	12/13/17	0
RFP-47-17SB	<u>Regional Destination Development, Marketing & Promotion</u>	12/15/17	0
ITB-081-17SR	<u>Excavator, Compact Radius</u>	1/4/18	0
RFP-56-17DW	<u>Estimating Services</u>	1/9/18	0
RFP-54-17DW	<u>Job Order Contracting for General Construction Services</u>	1/12/18	1
RFP-55-17SR	<u>PFC & Airport Business Consulting Service</u>	1/31/18	0
RFP-53-17DW	<u>SERS Radio System Replacement</u>	2/19/18	0

Currently Posted Solicitations

To download a solicitation click on the title above. You will be redirected to the Purchasing Portal to log in or register to review and/or download solicitations.

Important Information: No oral interpretations of the solicitations will be made. All questions must be submitted in writing by Email to purchasing@snoco.org. All answers and clarifications will be sent to all plan holders via addendum.



[← Return to List](#)

Bid

NUMBER

RFP-53-17DW

TITLE

Radio System Replacement for Snohomish County Emergency Radio System (SERS)

PROCESS

Offline

BIDS RECEIVED

0

STATUS

In Evaluation

[Cancel Bid](#)

[SETUP](#) [CLARIFICATIONS](#) [RESPONSE](#) [ANALYSIS](#) [AWARD](#) [LOG](#)

[SETTINGS](#) [QUESTIONS](#) [PRICING](#) [DOWNLOAD DOCUMENTS](#) [BIDDERS](#) [CHECKLIST](#) [EVALUATORS](#) [SCORING](#)

[Clone](#) [Delete](#) [Edit](#)

NUMBER ⓘ

RFP-53-17DW

TITLE ⓘ

Radio System Replacement for Snohomish County Emergency Radio System (SERS)

BID TYPE ⓘ

RFP

PROCESS ⓘ

Offline

AVAILABLE DATE ⓘ

11/17/2017 9:21 AM

CLARIFICATION DEADLINE ⓘ

DUE DATE ⌚ ⓘ

2/21/2018 3:00 PM

STATUS

In Evaluation

CLARIFICATION NOTICE ⓘ

No

BID SUBMISSION NOTICE

No

INCLUDE INTENT TO BID

No

USER GROUP ⓘ

Finance

HIDDEN ⓘ

No

VENDOR CATEGORY VIEW ⓘ

No

EDIT LOCK ⓘ

Unlocked

BID GROUP ⓘ

ACCESS ⓘ

Public

BIDDER LIST ACCESS ⓘ

Private

PRICING RESULTS VISIBILITY ⓘ

Hidden

BILL TO ⓘ

SHIP ITEMS TO ⓘ

CONTACT INFORMATION ⓘ

purchasing@snoco.org

DESCRIPTION ⓘ

Snohomish County on behalf of the Snohomish County Emergency Radio System (SERS) is requesting proposals for the replacement of the SERS emergency radio system.

Click on the **documents** tab to view and download the RFP and technical requirements.

Click on the **events** tab for information on the pre-proposal conference and site tours. Additional information is available in Section 3 of the technical requirements.

Questions and clarifications shall be submitted to purchasing@snoco.org no later than 3:00pm on Wednesday, January 10, 2018. Answers shall be distributed and published via addendum. See Section 10 of the RFP for more information.

NOTES ⓘ

(only editable by system administrators)

▼ CONTACTS ⓘ (1 record)



FULL NAME	BID CONTACT TYPE	CLIENT ROLES	EMAIL ADDRESS	PHONE	RECEIVE NOTIFICATION
Don Wolfe (.)	Primary	BidAdmin, ReportViewer	dwolfe@snoco.org	(425) 388-3344	Yes

▼ BID CATEGORIES (1 record)



CODE	TITLE	FULL NAME
00725	Radio Communication Equipment, Accessories, and Supplies	NIGP (Goods & Services) > 00725 Radio Communication Equipment, Accessories, and Supplies

▼ ACTIVITIES (7 records)



SUBJECT	RELATED TO	DESCRIPTION	
Due Date (.)	Bid - RFP-53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	The Bid's Due Date	2/21/2018
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/15/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/14/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/13/2017
Site Tour (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Assemble in the parking lot at 14900 40th Avenue NE #102 Marysville, WA 98271	12/12/2017
Pre-Proposal Conference (.)	Bid - RFP 53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	Robert J Drewel Administrative Building 3000 Rockefeller Avenue, 6th floor East Everett, WA 98201 Mt. Baker Conference Room (6A02)	12/11/2017
Available Date (.)	Bid - RFP-53-17DW (/Bids/f876c0ed-10c0-48c9-ac39-a6debce91740)	The Bid's Available Date	11/17/2017

▼ NOTES AND ATTACHMENTS - INTERNAL ONLY (NOT VISIBLE TO VENDORS) ⓘ (0 records)



SNO911

Radio Reimbursement Process

2-4-2020

Quote Process

SNO911 will work with the agency to determine the radio needed and get a quote from Motorola. Once the agency has a quote they will provide a purchase order directly to Motorola.

Reimbursement Process

SNO911 will reimburse the agency for the radio. We suggest that the agencies keep the following information and provide this at time of reimbursement request:

Upon delivery of equipment to the Agency, the following will be provided to SNO911 via email at "WTOorders@sno911.org":

- a. The original quote from Motorola
- b. Proof of payment to Motorola
- c. Proof of receipt from Motorola (e.g. packing slip)

Once this information is received by SNO911 we can begin the reimbursement process.

Thank you in advance for your help in this matter.

Michael Gallagher

SNO911 Project Manager

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “**Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

- 9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
- 10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: _____, 20__

Dated: _____, 20__

Snohomish County 911

Snohomish County Fire District #7

By : _____

By : _____

AUTHORIZED USER AGREEMENT

THIS AUTHORIZED USER AGREEMENT (this “Agreement”) is entered into by and between SNOHOMISH COUNTY 911, an interlocal non-profit corporation under the laws of the State of Washington (“SNO911”), and _____, a _____ of the State of Washington (“User”).

RECITALS

A. SNO911 and Northeast King County Regional Public Safety Communications Agency (“NORCOM”) entered into a Memorandum of Understanding, a copy of which is attached hereto (the “MOU”) to allow software owned by NORCOM to facilitate data-sharing among public safety agencies.

B. NORCOM’s software system is known as RAADAR.

C. SNO911 has been authorized by NORCOM to allow access to SNO911 member agencies as Users, through SNO911 to RAADAR, for data viewing.

D. User is interested in accessing RAADAR and is in agreement to abide by the requirements of NORCOM and SNO911 for User’s access.

E. Information shared is limited to incident data already available to SNO911 user agencies and may extend access to similar data from other regional participating agencies.

F. Information is shared in an effort to assist with interoperability and public safety coordination between participating agencies.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. User has reviewed the MOU entered into by and between NORCOM and SNO911, User is familiar with the terms and conditions of the MOU and agrees to abide by any and all terms and conditions that have applicability to User as User accesses and participates in the RAADAR System including, without limitation those terms and conditions governing:

- a. Operations and Data Viewing;
- b. Licenses;
- c. Ownership, Entry and Maintenance of Information;
- d. Access to and Use of Information;
- e. RAADAR Ownership and Intellectual Property;
- f. Security;
- g. Liability.

2. User agrees to indemnify, save and hold NORCOM and SNO911 harmless from any failure by User to abide by the terms and conditions of the MOU entered into by and between NORCOM and SNO911 which such terms and conditions User has agreed to accept and abide by. This indemnity shall protect NORCOM and SNO911 from any and all costs, expenses, fees, including reasonable attorney fees, damages, penalties or other expenditures whatsoever caused by User's failure to abide by the terms and conditions of the MOU.

3. SNO911 may terminate User's access to the RAADAR System through this Agreement without cause on fifteen (15) days' prior written notice or immediately if SNO911 has cause for termination. User may terminate this Agreement upon thirty (30) days' prior written notice.

4. SNO911 will provide agency User with administrative supervisor account to self-administer access. User is solely responsible to grant, revoke and maintain access for users within their agency.

5. User understands this system is being provided at no cost, and does not include any warranty or guarantees related to system availability, accuracy of information or any other assurances.

6. User understands NORCOM has made efforts to translate information from multiple systems and present it in a useable manner. User understands there will be inaccuracies and inconsistencies in the information presented.

- 8. User agrees to;
 - A. Only provide access to its authorized public safety employees with an official business need to view the information.
 - B. To grant the minimal level of access necessary to meet those needs.
 - C. Train staff on system use including all relevant terms and conditions.
 - D. To take reasonable steps to ensure compliance with the terms and conditions contained within this agreement, the MOU, and other applicable agreements, laws and procedures.
 - E. Establish a single internal point of contact for act as your agency’s Subject Matter Expert responsible for training, account set-up and oversight.
 - F. Regularly and routinely manage and audit user accounts including immediately disabling or deleting access when authorized users no longer possess a business need to use the system or are no longer employed by User.

SNOHOMISH COUNTY 911

 By: _____
 Title: _____
 Date: _____

USER

 By: _____
 Title: _____
 Date: _____

MEMORANDUM OF UNDERSTANDING
AMONG THE
NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY
(NORCOM)
AND
PARTICIPATING AGENCIES
FOR
A SOFTWARE LICENSE AND VIEW-SHARING INITIATIVE KNOWN AS
REAL-TIME AGENCY ACTIVITY DISPLAY AND REPORTING (“RAADAR”®)

This Memorandum of Understanding (MOU) is a Software License and Data Viewing Agreement entered into by the North East King County Regional Public Safety Communications Agency (NORCOM) and SNOHOMISH COUNTY 911 (“AGENCY”) participating in an information sharing initiative for Police, Fire, and Emergency Medical Services (“AGENCIES”). This initiative is facilitated by software developed and owned by NORCOM, and licensed under this MOU to Agencies, known as the Real-Time Agency Activity Display and Reporting (“RAADAR” or the “Software”).

A. CONCEPT OF OPERATIONS AND DATA VIEWING.

1. RAADAR permits Agencies who have signed an MOU to view data of NORCOM and other participating Agencies. Each Agency will designate shared data fields and which Agencies may view that data by completing **Exhibit A** to this Agreement. If after signing this Agreement, Agency desires to change these designations, it must provide NORCOM thirty (30) days’ notice.
2. Each Agency participates under its own individual legal status, jurisdiction, and authorities. RAADAR is not intended to, and shall not be deemed to have, independent legal status.
3. RAADAR will access Agency data via a separate, sensitive but unclassified server located in NORCOM facilities. Agencies will access RAADAR via secure Internet connections. Each Agency is responsible for obtaining Internet access and providing devices capable of using RAADAR.
4. Each Agency shall designate in writing an individual point of contact (POC) for MOU purposes. The Agency’s POC will be responsible for: (1) providing and maintaining a list of users authorized to access RAADAR; (2) completing Exhibit A to designate data fields to be shared and authorized recipient; and (3) facilitating the information technology configuration needed for RAADAR to view information.

B. GRANT OF LICENSES.

1. **For NORCOM regional partner agencies or agencies accessing RAADAR pursuant to a federal grant**, NORCOM grants Agency, a non-assignable, non-exclusive, license with no right to sublicense, to access and use RAADAR in Washington State under the terms of this MOU and solely in connection with Agency’s governmental operations. NORCOM grants Agency a license to use RAADAR, without payment of cost, fee or royalty to NORCOM. The Parties agree that they have not negotiated this Agreement to represent a “reasonable royalty.” In consideration of the RAADAR license, Agency grants NORCOM a worldwide, non-assignable, non-exclusive, royalty-free sublicensable license to access, use and monitor Agency’s performance and usage data for the purpose of improving and optimizing RAADAR.

C. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Neither RAADAR nor NORCOM stores data made accessible for viewing via RAADAR. Each party retains sole ownership, exclusive control over, and sole responsibility for the information in its own

systems made accessible via RAADAR. Agency may at will at any time update, correct, or delete any of its information viewed via RAADAR. System entries will identify the contributing party.

2. The information viewed in RAADAR shall not be relied upon as an original or complete public record. The official record is that of the contributing Agency for which the contributing agency is solely responsible and accountable. Any Agency receiving a request under the Public Records Act, Chapter 42.56 RCW, or any other records request, for records accessible via RAADAR should refer the requester to the records custodian of the Agency that owns the records.
3. An Agency that desires to print out or incorporate in its own records information from another Agency viewed via RAADAR must first obtain the contributing Agency's express permission.

D. ACCESS TO AND USE OF INFORMATION.

1. Agencies sharing data via RAADAR remain responsible for compliance with laws and procedures applicable to their data in their systems. Only agencies who have signed a RAADAR MOU will have access to RAADAR.
2. An accessing party has the sole responsibility and accountability for ensuring that its access comports with any laws, regulations, policies, and procedures applicable to the accessing party. An accessing party may only access RAADAR when it has a legitimate, official need to know the information for an authorized purpose under this agreement and after receiving training appropriate to this MOU, as determined by each individual Agency.
3. Information shall not be disseminated outside of an accessing party (including for the preparation of judicial process such as affidavits, warrants, subpoenas, responding to public records requests or preparing news releases) without first obtaining express permission of each Agency that contributed the information.
4. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, each participating agency may comply with lawful court order provided the owner of the information is immediately notified of any and all disseminations made under this exception.
5. RAADAR will include an audit capability that will log all user actions, including the individual user, queries executed, the time the system is accessed, and responses, alerts set, and notifications received. The log shall be maintained pursuant to the applicable provisions of Washington State records retention schedules. Any contributing party may request to receive copies of the audit log showing access to that party's data.
6. Neither Party will use the name of the other Party in publicity releases, advertising or communication of any type without the other Party's prior written permission.

E. RAADAR OWNERSHIP AND INTELLECTUAL PROPERTY.

1. Agency acknowledges and agrees that: (i) NORCOM owns all right, title and interest in RAADAR and any related software, and any modifications, updates, releases or Enhancements thereto, whether made by Agency or NORCOM and whether or not provided to Agency pursuant to this Agreement, and any related Intellectual Property, including the use of marks and names, this includes any updates or modifications to RAADAR suggested or created by Agency and (ii) nothing in this Agreement shall confer in Agency any ownership or use right in such items, other than the limited licenses set forth herein.

2. By licensing and providing access to the RAADAR Software and sharing participating agency data, NORCOM does not warrant or represent that: (a) the data is accurate, complete, up-to-date or current; (b) NORCOM has any obligation to update data; (c) the data is free from technical inaccuracies or typographical errors; (d) that the data does not infringe on the intellectual property rights of any third party; (e) that the data is free from changes caused by a third party; (f) AGENCY's access to the RAADAR Software will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the RAADAR Software is accurate or complete.

F. SECURITY.

1. Each party will be responsible for designating those employees who have access to RAADAR and, in the case of an agency serving multiple jurisdictions, may elect to designate one point of contact within each of the agencies it serves for user authorization and management. Each Agency agrees to access RAADAR data on a strictly official, need-to-know basis, and shall restrict access to such information to only those of its officers, employees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an actual governmental need to know such information.
2. **CONFIDENTIALITY.** Under this Agreement, the Parties are required to provide security and data privacy measures to comply with all local, state, and other applicable laws, including the Criminal Justice Information Systems (CJIS) Security Policy for use of RAADAR, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Care Information Act (HCIA), Chapter 70.02 RCW. Each of the Parties agrees: (i) not to intentionally disclose any of the other Party's data to any third parties except as mandated by law and except to those who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement as authorized in writing by the Agency that owns the data; (ii) not to use any of the other Party's data for any purpose except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the other party's data confidential using the same degree of care such Party uses to protect its own data; provided, however, that such Party shall use at least commercially reasonable care. These obligations shall survive termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, NORCOM may maintain and use general, anonymous, non-personally identifiable, aggregated statistical data and information based on Agency Performance and Usage Data for the purposes of benchmarking and making improvements to RAADAR.
3. **Criminal Justice Information and Personal Health Information.** The CAD systems viewable by RAADAR normally do not contain Criminal Justice Information (CJI) as defined by the CJIS Security Policy or Protected Health Information as defined by HIPAA. NORCOM and Agency agree to make best efforts to filter out information and/or delete any information identified as CJI or PHI. To the extent NORCOM or the Agency improperly receives any CJI or PHI, both agree to immediately notify the other party and to comply with all applicable laws and regulations regarding such protected information.
 - a. **Criminal Justice Information.** Agencies subject to the CJIS Security Policy will be permitted to view CJI of other Agencies. NORCOM will restrict the ability of any Agency not subject to the CJIS Security Policy to view CJI. Agency agrees to take reasonable steps (to include training employees) to ensure that RAADAR is not used in a way that violates the CJIS Security Policy.
 - b. **Protected Health Information.** PHI submitted by a Health Care Provider, as defined by HIPAA, may be viewed using RAADAR only by other Health Care-Provider Agencies and only for Treatment purposes as defined by HIPAA. PHI will not be accessible to Agencies that are not Health Care Providers except as necessary to prevent or lessen a serious and imminent threat to

the health and safety of a person or the public and only to the extent permitted by HIPAA and any other applicable privacy law or regulation. To the extent Agency is a Covered Entity required to comply with HIPAA, Agency will comply with all the obligations of the NORCOM Member Agencies set forth in the Memorandum of Understanding Regarding Protected Health Information, dated April 10, 2015. With respect to any PHI received or created by NORCOM from or on behalf of Agency, NORCOM undertakes to comply with all the obligations of NORCOM, as set forth in such Memorandum of Understanding; provided, that NORCOM will have no obligation to indemnify Agency.

G. LIABILITY.

1. Personnel assigned by a party to perform RAADAR related functions shall not be considered employees of RAADAR or NORCOM or of any other party for any purpose. The assigning party is solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to use of RAADAR functions by its personnel.
2. Unless specifically addressed otherwise by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdictions to which they are subject.
3. INDEMNIFICATION. Subject to the Disclaimer in Section J, each party will indemnify the other Party for a breach of its obligations under this MOU.
4. INSURANCE. Each Party shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of that Party.

H. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. This MOU shall become effective when authorized representatives of each party have signed it. This MOU shall continue indefinitely until terminated, contingent upon approval and availability of funding.
2. No amendment, modification, or waiver of rights under this Agreement will be effective unless agreed in writing by an authorized representative of the Party to be charged. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details that do not conflict with the spirit, intent, or provisions of this MOU.
3. This MOU may be terminated at any time by the mutual written agreement of authorized representatives of a party. A party's authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties at least thirty (30) days. NORCOM may also terminate an Agency's participation involuntarily for non-compliance with this MOU.
4. The Parties' obligations under Sections E of this Agreement will survive the expiration or termination of the Agreement. The rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information in RAADAR during a party's participation under this MOU shall survive the MOU's termination.
5. In the event this Agreement conflicts or is inconsistent with the North East King County Regional Public Safety Communication Agency Interlocal Agreement, dated October 17, 2007, the Memorandum

of Understanding (MOU), as between NORCOM and its member agencies, dated April 10, 2015, or applicable law or regulation, those agreements, laws or regulations shall prevail over this MOU.

I. GENERAL & MISCELLANEOUS TERMS.

1. **COSTS.** Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later agrees) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each associated expense. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. If any action at law or in equity is necessary to enforce or interpret the terms of this MOU, each Party shall be responsible for its own costs and attorney fees.
2. **PROPERTY.** The equipment purchased by NORCOM to support this effort will remain the property of NORCOM. Ownership of all property purchased by parties will remain the property of the purchasing party. Maintenance of equipment shall be the responsibility of the owner.
3. **GOVERNING LAW; JURISDICTION; VENUE.** This MOU and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of Washington state, without giving effect to principles of conflicts of law. Any legal suit, action or proceeding arising out of or related to this MOU or the licenses granted hereunder shall be instituted exclusively in federal court or Washington state court, in each case located in the city of Seattle and King County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
4. **NO WAIVER.** The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
5. **INJUNCTIVE RELIEF.** Agency acknowledges that in the event of a breach, monetary relief will be inadequate and injunctive relief will be appropriate.
6. **NO RIGHTS IN NON-PARTIES.** This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against NORCOM, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in RAADAR or the officers, directors, employees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.
7. **SEVERABILITY.** If any portion of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this MOU will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this MOU and the rest of the MOU shall remain in full force and effect.
8. **ASSIGNMENT.** Except as otherwise set forth in this MOU, neither party may assign any of its rights or duties under this MOU without the prior written consent of the other party, such consent not to be unreasonably withheld. The MOU shall inure to the benefit of and be binding upon the parties to this MOU and their respective successors and permitted assigns.

9. **ENTIRE AGREEMENT.** This MOU including Exhibits hereto constitutes the entire agreement between such Parties pertaining to the subject matter here of and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled.
10. **FORCE MAJEURE.** NORCOM shall not be liable hereunder for any failure or delay in the performance of its obligations under this MOU if such failure or delay is on account of causes beyond NORCOM's control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event NORCOM shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
11. **COMPLIANCE WITH RULES AND LAWS.** Each Party shall comply, at its expense, with all applicable Federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this MOU (including procurement of required permits and certificates).
12. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Each Party to this MOU represents and warrants to the other Party that: (i) such Party has the full corporate right, power and authority to enter into this MOU and to perform the acts required of it hereunder; (ii) the execution of this MOU by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (iii) when executed and delivered by such Party, this MOU will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this MOU.

J. DISCLAIMERS.

1. **NO ADDITIONAL WARRANTIES.** EXCEPT AS EXPLICITLY STATED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS MOU, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.
2. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS MOU (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

IN WITNESS WHEREOF the parties hereto have duly executed this Memorandum of Understanding to be effective as of the date below.

DATED this 8th day of MAR, 2019

NORCOM

**North East King County Regional
Public Safety Communication Agency
("NORCOM")
P. O. Box 50911
Bellevue, WA 98015**

By: 
Thomas R. Orr, Executive Director

SNO911

**Snohomish County 911
1121 SE Everett Mall Way, #200
Everett, WA 98208**

By: 
Kurt Mills, Executive Director

EXHIBIT A

As used in the SOFTWARE LICENSE AND DATA SHARING AGREEMENT (“Agreement”), AGENCY DATA will include the following data, as identified by AGENCY:

Represents Mandatory Table

Represents Mandatory Field within Table

<u>Active Calls</u>	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
Incident Number	
Priority	
Call Type	
Agency	
Address	
Unit(s) Assigned	
Radio channel (Fire-only)	
Call received time	
Agency Type (Police vs. Fire)	

<u>Pending Calls (Same as Active Calls; calls without a unit assigned)</u>	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
Incident Number	
Priority	
Call Type	
Agency	
Address	
Radio channel (Fire-only)	
Call received time	
Agency Type (Police vs. Fire)	

<u>Address Detail</u>	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
ORI	
Call Type	
Call Priority	
Call received time	
Address	
Common Name	
Primary Caller	
Caller Phone	
Latitude	
Longitude	
Unit(s) Assigned	
Unit Name	
Unit AVL information	
Latitude	
Longitude	

<u>Call Search</u>	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
Incident Number	
Call Priority	
Call Type	
Agency	
Unit(s) Assigned	
Disposition(s)	
Address	
RP Phone	
Call Received Time	

Represents Mandatory Table

Represents Mandatory Field within Table

Call Details:	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
Call received time	
Call Type	
Call Priority	
Incident Number	
Case Number	
Agency	
Common Name	
Address	
Nearest Cross Street	
Call source (e.g. 911, radio, non-emergency)	
Caller Phone	
Unit(s) assigned	
Unit Call Sign	
Unit Status	
Time Dispatched	
Time Enroute	
Time Arrived	
Time Cleared	
Call Log	
Timestamp	
User login	
Description	

Represents Mandatory Table

Represents Mandatory Field within Table

<u>Unit Detail</u>	
	Y or N
Call Sign	
Unit Personnel	
Unit Status	
Unit Status Time	
Call ID (Unique SQL ID)	
Assigned CFS Number	
Nearest Location	
Secondary Location	
CFS Location	
Unit Latitude	
Unit Longitude	

<u>Unit Status</u>	
	Y or N
Unit ID (Unique SQL ID)	
Call Sign	
Vehicle ID	
Unit Personnel	
Unit Type	
Unit Status	
Nearest Location	
Status Time	
Assigned CFS number	
Call ID (Unique SQL ID)	

<u>Unit Incidents</u>	
	Y or N
Call ID (Unique SQL ID)	
CFS Number	
Incident Number	
Address	
Call Priority	
Call Type	
Call Received Date	
Unit ID (Unique SQL ID)	

<u>Unit Log</u>	
	Y or N
CFS Number	
Incident Number	
Call received time	
Call Type	
Unit Call sign	
Unit officer(s)	
Beat	
Location	
Secondary Location	
Dispatch Time	
Enroute Time	
Arrived Time	
Cleared Time	

<u>Unit Activity</u>	
	Y or N
Unit Callsign	
Action	
Status	
Description	
CFS Number	
Call ID (Unique SQL ID)	
Timestamp	
Username	

<u>Unit Log</u>	
Timestamp	
User ID	
Action	
Status	
Description	

<u>Unit AVL</u>	
Speed	
Direction	
Latitude	
Longitude	

<u>Call Detailed Report</u>	
	Y or N
<u>CFS Information</u>	
CFS Number	
CFS Status	

Call received date	
Last update date	
Call type	
Priority	
Agency	
Call taken by	
Call disposition(s)	
Closed Time	
Latitude	
Longitude	
Agency	
Beat	
ORI	
CFS Location	
Common Name	
Address	
Apartment	
City, State, Zip	
Location Name	
Location Type	
Cross Street	
Caller Information	
RP Name	
RP Role	
RP Phone	
Call Source	
Person Information	
Name	
Phone	
Role	
Primary Caller flag	
Call Timestamps	
Call Created	
1st Unit Dispatched	
1st Unit Enroute	
1st Unit Arrived	
Call Closed	
Resources Assigned	
Unit ID (Unique SQL ID)	
Unit Callsign	
Dispatched	
Enroute	
Arrived	
Cleared	
Call Narrative	
Timestamp	

User	
Comment	
Call log	
Timestamp	
User	
Workstation	
Log Type	
Comments	
Incident Number	
Incident Number	
Agency	
ORI	
Call Type	

NEW BUSINESS - ACTION

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

EXECUTIVE SESSION