



## Board Meeting Agenda

December 16, 2020, 6:30 PM

\*\*\* VIRTUAL MEETING \*\*\*

**Public Notice:** Pursuant to Governor Inslee’s Stay Home, Stay Healthy Proclamation 20-25 and in effort to curtail the spread of the COVID-19 virus, this Board Meeting will be conducted remotely. Members of the public are encouraged to attend and participate in the meeting remotely, as described in more detail below.

### **To attend the Board Meeting:**

(1) Online: Click the link <https://us02web.zoom.us/j/89117822035> (or copy the URL and paste into a web browser)

(2) By Telephone: Call in to the meeting by dialing +1 253-215-8782 ID: 891 1782 2035

### **To provide Public Comment:**

Submit your written Public Comment before 3:00PM (day of meeting), to the Clerk of the Board at [robin.schaefer@bothellwa.gov](mailto:robin.schaefer@bothellwa.gov).

1. Call to Order – 6:30 PM
2. Public Comment – *Read Public Comments submitted. Allow up to 3 minutes/ comment.*
3. Consent Agenda (5 min)
  - A. Minutes from November 18, 2020
  - B. Vouchers from October 15, 2020 – December 9, 2020 in the amount of \$135.00
4. Reports (10 min)
  - A. Northshore Senior Center Update, Brooke Knight NSSC
  - B. Update on Capital Repairs (HVAC System & Water Heaters)
5. Discussion Items (50 min)
  - A. Consideration of Minute Order # MO-20-09, Authorizing use of Job-Order Contracting
  - B. Consideration of Minute Order # MO-20-10, Facility Upgrade Request for Air Purifiers in HVAC Systems
  - C. Consideration of Minute Order # MO-20-11, Adopting Board Protocol Manual



6. Future Meetings

7. Adjourn

PRELIMINARY AGENDA: The preceding is a preliminary agenda of the Northshore Park and Recreation Service Area Board. Other items may be added and action taken on matters which do not appear above. For additional information, please contact: Kellye Mazzoli at (425) 471-8464.

SPECIAL ACCOMMODATIONS: The Northshore Parks and Recreation Service Area strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact Kellye Mazzoli at (425) 471-8464. at least three days prior to the meeting.



**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
Robin Schaefer, NPRSA Board Clerk

**DATE:** December 16, 2020

**SUBJECT:** Minutes from November 18, 2020

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**ITEM CONSIDERATION:** This item asks the Board to approve minutes from NPRSA Board meetings held on November 18, 2020.

**FISCAL IMPACTS:** This item does not have any direct fiscal impact.

**ATTACHMENTS:** Att-1. Minutes from November 18, 2020

**RECOMMENDED ACTION:** Move to approve the NPRSA Board Minutes from November 18, 2020.

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## November 18, 2020 Board Meeting Minutes

\*\*\* VIRTUAL MEETING \*\*\*

**Public Notice:** Pursuant to Governor Inslee's Stay Home, Stay Healthy Proclamation 20-25 and in effort to curtail the spread of the COVID-19 virus, this Board Meeting will be conducted remotely. Members of the public are encouraged to attend and participate in the meeting remotely, as described in more detail below.

### To attend the Board Meeting:

(1) Online: Click the link <https://us02web.zoom.us/j/81174311765> (or copy the URL and paste into a web browser)

(2) By Telephone: Call in to the meeting by dialing +1 253-215-8782 ID: 811 7431 1765

### To provide Public Comment:

Submit your written Public Comment before 3:00PM (day of meeting), email: [robin.schaefer@bothellwa.gov](mailto:robin.schaefer@bothellwa.gov)

## 1. Call to Order

*The start of the meeting was delayed due to deliberation regarding the request for an executive session. Chair James McNeal called the virtual meeting to order at 7:05 PM.*

### Meeting Attendees

#### Present

*NPRSA Chair James McNeal*

*NPRSA Board Members Tom Agnew, Jared Mead, Elaine Cook, Rod Dembowski, Kathy Lambert, Joe Marshall*

Kellye Mazzoli, NPRSA Executive Director, City of Bothell

Carly Joerger, Levy Coordinator, City of Bothell

Robin Schaefer, Board Clerk, City of Bothell

Barbara Glass, Records Specialist, City of Bothell

Brooke Knight, Northshore Senior Center, Executive Director

Zorna Kimball, Northshore Senior Center, Operations

John Dolin, Northshore Senior Center Board, President

Suzanne Greathouse, Northshore Senior Center Board, Vice President



*At the beginning of the meeting, Elaine Cook moved to change the virtual format to allow the Northshore Senior Center Board members and Staff attendees to be panelists in the meeting. Tom Agnew second. The motion passed 7-0.*

*Board Clerk Robin Schaefer changed the virtual roles of all the attendees and made them panelists in the meeting.*

## **2. Public Comment**

Board Clerk Robin Schaefer reported she did not receive any general public comment by the deadline for the meeting. She did receive one written public comment specific to the Public Hearing on the Budget, which she forwarded to the Board prior to the meeting.

## **3. Consent Agenda**

- A. Minutes from October 21, 2020

*Elaine Cook moved approval of the Consent Agenda with additional language to the minutes stating the reason for Kathy Lambert and Rod Dembowski's absence. Tom Agnew second. The motion passed 7-0.*

## **4. Reports**

- A. Northshore Senior Center Update, Brooke Knight NSSC

*Board Members received the report and discussion ensued. No action was taken.*

## **5. Discussion Items**

- A. Consideration of Minute Order # MO-20-01-01, Amending the NPRSA Purchasing Policy

Carly Joerger presented the item and entertained Board comments and questions.

*Rod Dembowski moved approval of # MO-20-01-01 as presented. Joe Marshall second. The motion passed 7-0.*



- B. Public Hearing to consider Resolution # R-20-04, Setting the 2021 Regular Property Tax Levy for King and Snohomish Counties and Resolution # R-20-05, Authorizing a One Percent Increase in the 2021 Property Tax Levy Limit Due to Substantial Need

Chair McNeal opened the Public Hearing at 7:45 PM.

Carly Joerger presented the item and entertained Board comments and questions. Discussion ensued.

*Elaine Cook moved approval of Resolutions 20-04 and 20-05 as presented. Tom Agnew second. The motion passed 6-1 with Jared Mead dissenting.*

- C. Public Hearing to consider Resolution # R-20-06, adopting the 2021 NPRSA Budget

Chair McNeal opened the Public Hearing at 8:12 PM.

Carly Joerger presented the item and with Kelly Mazzoli entertained Board comments and questions. Discussion ensued.

Written Comments were received by:

Suzanne Greathouse – regarding concerns on the administrative costs in the budget

Chair McNeal invited Suzanne Greathouse to speak to her written comment and she accepted.

Discussion ensued between the NPRSA Board and the Northshore Senior Center Board members and Staff.

*Elaine Cook moved approval of Resolution 20-06 as presented. Kathy Lambert second. Discussion ensued.*

*Amending Motion: Joe Marshall amended the motion to add the requirement of quarterly financial report presentations. Kathy Lambert second. The amending motion passed 7-0.*

*Main Motion: The main motion passed 7-0.*



D. Consideration of Minute Order # MO-20-08, Considering Tenant Appeal for Requested Repairs

Carly Joerger presented the item and with Kellye Mazzoli entertained Board comments and questions.

Discussion ensued. The NPRSA Board requested and received input from the Northshore Senior Center Board members and Staff.

Rod Dembowski left the meeting at approximately 9:00 PM.

*Elaine Cook moved approval of Minute Order 20-08 as presented. Kathy Lambert second. Motion passed 6-0 with Rod Dembowski absent.*

**6. Future Meetings**

Upcoming meetings will be December 16, 2020 and January 20, 2021.

**7. Adjourn**

*Chair James McNeal adjourned the meeting at 9:33 PM.*

Submitted for approval December 16, 2020  
Robin Schaefer  
Board Clerk



Board Members,

As a member of the Northshore Senior Center Board of Directors and Kenmore resident I appreciated all the efforts the NPRSA and community partners expended to get NPRSA Prop 1 on the November 2019 ballot to provide an estimated \$1,495,850 per/year in funding (for 6 years) for maintenance at Bothell's Northshore Senior Center. Getting the levy on the ballot was especially impressive given the minimal administrative resources associated with the NPRSA – kudos to all who helped along the way.

As we lobbied for Prop 1, I was concerned about the eventual administration of the funds given the resource situation, though I understood that would be remedied should the levy pass. Now, as we near the end of 2020 and are asked to consider a proposal from the City of Bothell "*Table 1. 2021 Administering Agency Services and Costs*," I am concerned by the nearly \$350K in administrative costs.

Table 1. 2021 Administering Agency Services and Costs

	2021	
	% to NPRSA	\$ to COB
Exec Director	50%	\$101,696
Levy Manager	100%	\$121,801
City Clerk	5%	\$7,714
Deputy City Clerk	20%	\$24,096
Records Specialist	100%	\$50,572
Finance Consulting	n/a	\$2,000
Facilities Consulting	n/a	\$12,000
Overhead	n/a	\$30,000
<b>Total:</b>		<b>\$349,879</b>

This proposal seems excessive. Prior to budget approval, I would like to understand associated deliverables and accountability measures that will be put in place to audit spending. Additionally, it would be helpful to see a comprehensive plan that describes outcomes and budget over 6 years that suggests this level of administrative support.

Respectfully,

*Suzanne Greathouse*

Suzanne Greathouse  
16318 Inglewood LN NE  
Kenmore, WA 98028

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
Carly Joerger, Levy Coordinator

**DATE:** December 16, 2020

**SUBJECT:** Vouchers from October 15, 2020 – December 9, 2020 in the amount of \$135.00

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**ITEM** | This item asks the Board to approve vouchers for expenses invoiced between  
**CONSIDERATION:** | October 15, 2020 – December 9, 2020 in the amount of \$135.00.

**FISCAL** | These items are budgeted in the 2020 adopted budget.  
**IMPACTS:** |

**ATTACHMENTS:** | Att-1. Voucher Packet

**RECOMMENDED** | Move to approve vouchers for expenses invoiced between October 15, 2020 –  
**ACTION:** | December 9, 2020 in the amount of \$135.00.

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# Special District Voucher Approval Document

**Scheduled Payment Date:** 12/18/2020  
**Total Amount:** \$135.00  
**Control Total:** 1  
**Payment Method:** WARRANT

**District Name:** Northshore Parks and Recreation  
**File Name:** AP\_NOSHRPRK\_APSUPINV\_20201209163502.csv  
**Fund #:** 251010010

<b>CONTACT INFORMATION</b>	
Preparer's Name: _____	Email Address: <u>carly.joerger@bothellwa.gov</u>

<b>PAYMENT CERTIFICATION</b>		RCW (42.24.080)
I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).		
<b>Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :</b>		
_____	_____	_____
Authorized District Signature	Date	Authorized District Signature
_____	_____	_____
Authorized District Signature	Date	Authorized District Signature
_____	_____	_____
Authorized District Signature	Date	Authorized District Signature

**SUBMIT SIGNED DOCUMENT TO:**

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

<b>KING COUNTY FINANCE USE ONLY:</b>	
Batch Processed By:	_____
Date Processed:	_____



# Special District Voucher Approval Document

**District Name:** Northshore Parks and Recreation

**File Name:** AP\_NOSHRPRK\_APSUPINV\_20201209163502.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
MRSC ROSTERS			55288	11/23/2020	\$135.00	



**Northshore Parks and Recreation Service Area**

Bothell City Hall Attn: NPRSA  
18415 101st Ave NE  
Bothell, WA 98011

Invoice Date: 11/23/2020

Invoice Number: 55288

<b>Service</b>	<b>Amount</b>
MRSC Rosters (SW/Con): Less than 5 million in capital expenditure per year	\$ 135
<b>Amount Due: \$ 135</b>	

Mail check payable to **MRSC Rosters**:

**MRSC Rosters**  
2601 Fourth Avenue, Suite 800  
Seattle, WA 98121-1280

If you have any questions, please contact MRSC Rosters at 206-436-3798 or [mrscrosters@mrsc.org](mailto:mrscrosters@mrsc.org)

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
 Carly Joerger, Levy Coordinator (Presenter)

**DATE:** December 16, 2020

**SUBJECT:** Consideration of Minute Order # MO-20-09, authorizing use of Job-Order Contracting

**POLICY CONSIDERATION:** This item asks the Board to consider making a determination that using job-order contracting, an alternative public works procurement method, to implement the NPRSA Capital Repairs Plan will benefit the public in terms of reducing total lead-time and cost for the projects. This determination is required by per RCW 39.10.420. If approved, staff will follow the job-order contracting procedure set forth in state law to procure a contractor. If denied, staff will use traditional public works methods to implement the Capital Repairs Plan.

**HISTORY:**

DATE	ACTION
<b>AUGUST 2019</b>	NPRSA Board contracts EMG to complete a Facility Condition Assessment
<b>AUGUST 19, 2020</b>	NPRSA Board adopts the NPRSA Purchasing Policy
<b>SEPTEMBER 16, 2020</b>	NPRSA Board adopts the 2021 Capital Repairs Plan
<b>NOVEMBER 18, 2020</b>	NPRSA Board amends Purchasing Policy to allow Executive Director to authorize use of alternative methods listed in state law but not listed explicitly in the policy

In 2019, the Board of the NPRSA contracted EMG to complete an evaluation of the NPRSA facilities and provide a report documenting the condition of the facilities. On August 19, 2020 the Board approved the NPRSA's first Purchasing Policy, outlining processes for staff to use to procure goods and services in compliance with state law.

On September 16, 2020 the Board approved the 2021 Capital Repairs Plan (Att-1 NPRSA 2021 Capital Repairs Plan), which was based on the Facility Condition Assessment Report and consultations with the Northshore Senior Center. On November 18, 2020 the Board approved an amendment to the Purchasing Policy authorizing the Executive Director to approve use of procurement methods not explicitly listed in the policy, but are listed in state law, to provide flexibility as staff determine the best methods to implement the Capital Repairs Plan.

**DISCUSSION:** Staff has determined the use of an alternative public works method, job-order contracting, as a good fit for the nature of the public works projects listed in the NPRSA's Capital Repairs Plan. This agenda bill discusses the main difference between job-order contracting and traditional public works methods, the benefits to job-order contracting, and asks the Board to consider making a determination that job-order contracting will benefit the public. This determination of public benefit is required by state law in order to use the job-order contracting procedures, per [RCW 39.10.420](#).

Traditional public works procurement and contracting follows a competitive bidding process where staff would advertise projects with robust technical specifications, receive and evaluate bids from contractors, and award the contract to the lowest bidder. Given the quantity and nature of the projects in the Board's Capital Repairs Plan, this approach could be costly, lengthy, and result in a significant administrative burden. The rigid nature of the traditional process means the Board and staff could only authorize work that was included in the bid specifications. As contractors encounter additional issues in the facilities, additional scope is added to the agreement through change orders, which may result in delays to the project timelines and increase project expenses. The administrative burden results from managing competitively bid procurement processes and contracts for each individual project and/or trade. Given the volume of repairs needed to the NPRSA facilities, staff anticipate this could result in tens of different processes and agreements to manage, perhaps simultaneously depending on the project(s) at hand.

The NPRSA is not the first public agency to run into the obstacles presented by the traditional public works procurement methods. The state legislature has authorized three alternative public works methods which can be used in specific instances; design-build, general contractor/construction manager, and job-order contracting. Staff have evaluated the three methods, engaged outside legal and

procurement counsel, and determined job-order contracting to be the best fit for the NPRSA.

Under the job-order contract method, a public agency selects a contractor based on the evaluation factors established in the Request for Proposals (RFP), which must include price and the ability of the proposer to perform the job-order contract. The bid is known as the contractor's coefficient and is a percentage markup or markdown off of the prices included in the identified price book that the public agency plans to use. The price book is an extensive collection of local material, labor, and equipment pricing for common tasks, brands, and project specifications. Once the contract is in place, staff would then use the price book to issue individual work orders to the contractor, who would sub-contract out the work. Given the uncertainty of additional work that may need to be done on the NPRSA Facilities, job-order contracting allows staff to follow public procurement laws while also maintaining some flexibility to quickly issue work orders as unforeseen issues arise. Should the Board determine job-order contracting to benefit the public by reducing lead-time and overall project costs, staff would take the necessary next steps to begin the procurement process.

**FISCAL IMPACTS:** This item is to support procurement of items budgeted for in the 2021 NPRSA Budget as Capital Outlay.

**ATTACHMENTS:** Att-1 NPRSA 2021 Capital Repairs Plan

**RECOMMENDED ACTION:** Move to approve Minute Order # MO-20-09, determining job order contracting will benefit the public.

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## NPRSA 2020-2021 Capital Repairs Plan

2020

	June	July	August	September	October	November	December
Starting Fund Balance	\$ -	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 397,000.00	\$ 992,000.00	\$ 652,000.00
<b>REVENUES</b>							
Levy Funds for Capital Outlay	\$ 600,000.00	\$ -			\$ 600,000.00		
DOC Grant Reimbursement	\$ -	\$ -					\$ 31,000.00
<i>Revenue Sub-total</i>	<i>\$ 600,000.00</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 600,000.00</i>	<i>\$ -</i>	<i>\$ 31,000.00</i>
<b>EXPENDITURES</b>							
NSC Reimbursement*	\$ -	\$ -		\$ 90,000.00			
Mold assessment				\$ 1,000.00			
Grease Trap Repair (ADHC)				\$ 10,000.00			
Kitchen shut off valve (ADHC)				\$ 2,000.00			
Roof cleaned and assessed (ADHC)					\$ 5,000.00		
Crawlspace Sump Pump (ADHC)*						\$ 300,000.00	
Building Control System (ADHC)						\$ 20,000.00	
Mold mitigation, floor drain (NSC)						\$ 20,000.00	
Carpet replaced (ADHC)*							\$ 20,000.00
Restroom floor replaced (ADHC)*							\$ 30,000.00
Balcony flooring replaced (NSC)*							
Painting (NSC)							
Carpet replaced (NSC)*							
A&E Services and Permits (NSC)*							\$ 5,000.00
Roof and HVAC Replacement (NSC)							
Replace siding and windows (NSC)							
Pedestrian Bridge Refinish							
<i>Expenditure Sub-total</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 103,000.00</i>	<i>\$ 5,000.00</i>	<i>\$ 340,000.00</i>	<i>\$ 55,000.00</i>
Emergency Fund Reserves				\$ 100,000.00			
Ending Fund Balance	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 397,000.00	\$ 992,000.00	\$ 652,000.00	\$ 628,000.00

\*submitted for DOC Grant

2021

	January	February	March	April	May	June
Starting Fund Balance	\$ 628,000.00	\$ 921,000.00	\$ 859,000.00	\$ 866,000.00	\$ 958,000.00	\$ 1,408,000.00
<b>REVENUES</b>						
Levy Funds for Capital Outlay					\$ 600,000.00	
DOC Grant Reimbursement	\$ 300,000.00	\$ 55,000.00	\$ 7,000.00	\$ 97,000.00		
<i>Revenue Sub-total</i>	\$ 300,000.00	\$ 55,000.00	\$ 7,000.00	\$ 97,000.00	\$ 600,000.00	\$ -
<b>EXPENDITURES</b>						
NSC Reimbursement*						
Mold assessment						
Grease Trap Repair (ADHC)						
Kitchen shut off valve (ADHC)						
Roof cleaned and assessed (ADHC)						
Crawlspace Sump Pump (ADHC)*						
Building Control System (ADHC)						
Mold mitigation, floor drain (NSC)						
Carpet replaced (ADHC)*						
Restroom floor replaced (ADHC)*						
Balcony flooring replaced (NSC)*	\$ 7,000.00					
Painting (NSC)		\$ 20,000.00				
Carpet replaced (NSC)*		\$ 90,000.00				
A&E Services and Permits (NSC)*		\$ 7,000.00		\$ 5,000.00		\$ 5,000.00
Roof and HVAC Replacement (NSC)					\$ 150,000.00	\$ 560,000.00
Replace siding and windows (NSC)						\$ 100,000.00
Pedestrian Bridge Refinish						
<i>Expenditure Sub-total</i>	\$ 7,000.00	\$ 117,000.00	\$ -	\$ 5,000.00	\$ 150,000.00	\$ 665,000.00
Emergency Fund Reserves						
Ending Fund Balance	\$ 921,000.00	\$ 859,000.00	\$ 866,000.00	\$ 958,000.00	\$ 1,408,000.00	\$ 743,000.00

\*submitted for DOC Grant

2021

	July	August	September	October	November	December
Starting Fund Balance	\$ 743,000.00	\$ 363,000.00	\$ 348,000.00	\$ 348,000.00	\$ 948,000.00	\$ 948,000.00
<b>REVENUES</b>						
Levy Funds for Capital Outlay				\$ 600,000.00		
DOC Grant Reimbursement						
<i>Revenue Sub-total</i>	\$ -	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -
<b>EXPENDITURES</b>						
NSC Reimbursement*						
Mold assessment						
Grease Trap Repair (ADHC)						
Kitchen shut off valve (ADHC)						
Roof cleaned and assessed (ADHC)						
Crawlspace Sump Pump (ADHC)*						
Building Control System (ADHC)						
Mold mitigation, floor drain (NSC)						
Carpet replaced (ADHC)*						
Restroom floor replaced (ADHC)*						
Balcony flooring replaced (NSC)*						
Painting (NSC)						
Carpet replaced (NSC)*						
A&E Services and Permits (NSC)*						
Roof and HVAC Replacement (NSC)						
Replace siding and windows (NSC)	\$ 380,000.00					
Pedestrian Bridge Refinish		\$ 15,000.00				
<i>Expenditure Sub-total</i>	\$ 380,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
Emergency Fund Reserves						
Ending Fund Balance	\$ 363,000.00	\$ 348,000.00	\$ 348,000.00	\$ 948,000.00	\$ 948,000.00	\$ 948,000.00

\*submitted for DOC Grant

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
 Carly Joerger, Levy Coordinator (Presenter)

**DATE:** December 16, 2020

**SUBJECT:** Consideration of Minute Order # MO-20-10, Facility Upgrade Request for Air Purifiers in HVAC Systems

**POLICY CONSIDERATION:** This item asks the Board to consider a request from the tenant, the Northshore Senior Center, for a facility upgrade to install air purifiers in the HVAC systems in both facilities. If the request is denied, the tenant will not be allowed to make this facility upgrade. If approved, the Board may choose for the tenant may make the facility upgrade at their own expense, or could choose for it to be at the expense of the NPRSA.

**HISTORY:**

	<b>DATE</b>	<b>ACTION</b>
	<b>AUGUST 2019</b>	NPRSA Board contracts EMG to complete a Facility Condition Assessment
	<b>SEPTEMBER 16, 2020</b>	NPRSA Board adopts the 2021 Capital Repairs Plan

The Board of the NPRSA contracted EMG to complete an evaluation of the NPRSA facilities and provide a report documenting the condition of the facilities. This report contributed to the development of the 2021 Capital Repairs Plan (Att-1 NPRSA 2021 Capital Repairs Plan). The Board of the NPRSA approved the 2021 Capital Repairs Plan at the September 16, 2020 meeting.

**DISCUSSION:** The Northshore Senior Center has submitted a request for an upgrade to the NPRSA facilities, which per the NPRSA-tenant agreement, must be approved by the Board. This item presents the request and considerations to support the Board in making a determination.

The Senior Center's request is to make an upgrade to the HVAC systems in both buildings by installing air purifying ionization units, which are intended to remove airborne viruses and other pathogens, including but not limited to COVID-19. The estimated cost of this upgrade to both buildings is \$42,000, which the Senior Center is requesting the NPRSA pay for as a capital improvement necessitated by the current COVID-19 public health pandemic, which impacts the seniors as a vulnerable population more so than others. See-Att-2 for the quote and scope of work.

The ionization units create an electric charge that releases ions into the air that moves through the HVAC system. The manufacturer claims the ions attach to airborne pathogens and purifies the air. See Att-3 for a pathogen lab test result, which claims to reduce COVID-19 at 99.4% after 30 minutes. The manufacturer also states the ionization units are self-cleaning and therefore do not require ongoing maintenance. The units can be removed and re-used in the event the HVAC system or other mechanical equipment is ever replaced, which will be the case in the Senior Center facility. The manufacturer offers a three-year limited warranty on the units. See Att-4 for the Product Bulletin.

Staff encourages the Board to take into consideration the potential opportunity cost of investing in a facility upgrade at this time, when there are many capital repairs still outstanding. This upgrade expense would be in addition to the repairs the Board authorized in the Capital Repairs Plan. The Board has already authorized component replacements to the HVAC in the Health and Wellness Center that total nearly \$20,000 that were also not originally anticipated in the Capital Repairs Plan. Should the Board choose to authorize additional work outside of the Board's Capital Repairs Plan, staff will need to evaluate which repairs to propose delaying until 2022 when additional levy funds are received.

**FISCAL IMPACTS:** If the request to make this upgrade to the facility is approved, at the expense of the Senior Center, this item does not have a fiscal impact on the NPRSA.

If the request is approved, and the expense is assumed by the NPRSA, the NPRSA is authorizing an estimated amount of \$42,000 that is not included in the 2021 Capital Repairs Plan which will require future action to modify the Capital Repairs Plan to delay some of the 2021 repairs to 2022, when additional levy funds are received.

**ATTACHMENTS:** Att-1 NPRSA 2021 Capital Repairs Plan  
Att-2 Ionization Units Quote and Scope of Work

Att-3 Pathogen Lab Test Results  
Att-4 Product Bulletin

**RECOMMENDED ACTION:** Action 1: Move to approve or deny Minute Order # MO-20-10, facility upgrade request for air purifiers in HVAC systems

*and*

Action 2: Move to approve or deny the authorization of paying up to \$42,000 for the procurement and installation of air purifiers for the NPRSA HVAC systems.

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## NPRSA 2020-2021 Capital Repairs Plan

2020

	June	July	August	September	October	November	December
Starting Fund Balance	\$ -	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 397,000.00	\$ 992,000.00	\$ 652,000.00
<b>REVENUES</b>							
Levy Funds for Capital Outlay	\$ 600,000.00	\$ -			\$ 600,000.00		
DOC Grant Reimbursement	\$ -	\$ -					\$ 31,000.00
<i>Revenue Sub-total</i>	<i>\$ 600,000.00</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 600,000.00</i>	<i>\$ -</i>	<i>\$ 31,000.00</i>
<b>EXPENDITURES</b>							
NSC Reimbursement*	\$ -	\$ -		\$ 90,000.00			
Mold assessment				\$ 1,000.00			
Grease Trap Repair (ADHC)				\$ 10,000.00			
Kitchen shut off valve (ADHC)				\$ 2,000.00			
Roof cleaned and assessed (ADHC)					\$ 5,000.00		
Crawlspace Sump Pump (ADHC)*						\$ 300,000.00	
Building Control System (ADHC)						\$ 20,000.00	
Mold mitigation, floor drain (NSC)						\$ 20,000.00	
Carpet replaced (ADHC)*							\$ 20,000.00
Restroom floor replaced (ADHC)*							\$ 30,000.00
Balcony flooring replaced (NSC)*							
Painting (NSC)							
Carpet replaced (NSC)*							
A&E Services and Permits (NSC)*							\$ 5,000.00
Roof and HVAC Replacement (NSC)							
Replace siding and windows (NSC)							
Pedestrian Bridge Refinish							
<i>Expenditure Sub-total</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 103,000.00</i>	<i>\$ 5,000.00</i>	<i>\$ 340,000.00</i>	<i>\$ 55,000.00</i>
Emergency Fund Reserves				\$ 100,000.00			
Ending Fund Balance	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 397,000.00	\$ 992,000.00	\$ 652,000.00	\$ 628,000.00

\*submitted for DOC Grant

2021

	January	February	March	April	May	June
Starting Fund Balance	\$ 628,000.00	\$ 921,000.00	\$ 859,000.00	\$ 866,000.00	\$ 958,000.00	\$ 1,408,000.00
<b>REVENUES</b>						
Levy Funds for Capital Outlay					\$ 600,000.00	
DOC Grant Reimbursement	\$ 300,000.00	\$ 55,000.00	\$ 7,000.00	\$ 97,000.00		
<i>Revenue Sub-total</i>	\$ 300,000.00	\$ 55,000.00	\$ 7,000.00	\$ 97,000.00	\$ 600,000.00	\$ -
<b>EXPENDITURES</b>						
NSC Reimbursement*						
Mold assessment						
Grease Trap Repair (ADHC)						
Kitchen shut off valve (ADHC)						
Roof cleaned and assessed (ADHC)						
Crawlspace Sump Pump (ADHC)*						
Building Control System (ADHC)						
Mold mitigation, floor drain (NSC)						
Carpet replaced (ADHC)*						
Restroom floor replaced (ADHC)*						
Balcony flooring replaced (NSC)*	\$ 7,000.00					
Painting (NSC)		\$ 20,000.00				
Carpet replaced (NSC)*		\$ 90,000.00				
A&E Services and Permits (NSC)*		\$ 7,000.00		\$ 5,000.00		\$ 5,000.00
Roof and HVAC Replacement (NSC)					\$ 150,000.00	\$ 560,000.00
Replace siding and windows (NSC)						\$ 100,000.00
Pedestrian Bridge Refinish						
<i>Expenditure Sub-total</i>	\$ 7,000.00	\$ 117,000.00	\$ -	\$ 5,000.00	\$ 150,000.00	\$ 665,000.00
Emergency Fund Reserves						
Ending Fund Balance	\$ 921,000.00	\$ 859,000.00	\$ 866,000.00	\$ 958,000.00	\$ 1,408,000.00	\$ 743,000.00

\*submitted for DOC Grant

2021

	July	August	September	October	November	December
Starting Fund Balance	\$ 743,000.00	\$ 363,000.00	\$ 348,000.00	\$ 348,000.00	\$ 948,000.00	\$ 948,000.00
<b>REVENUES</b>						
Levy Funds for Capital Outlay				\$ 600,000.00		
DOC Grant Reimbursement						
<i>Revenue Sub-total</i>	\$ -	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -
<b>EXPENDITURES</b>						
NSC Reimbursement*						
Mold assessment						
Grease Trap Repair (ADHC)						
Kitchen shut off valve (ADHC)						
Roof cleaned and assessed (ADHC)						
Crawlspace Sump Pump (ADHC)*						
Building Control System (ADHC)						
Mold mitigation, floor drain (NSC)						
Carpet replaced (ADHC)*						
Restroom floor replaced (ADHC)*						
Balcony flooring replaced (NSC)*						
Painting (NSC)						
Carpet replaced (NSC)*						
A&E Services and Permits (NSC)*						
Roof and HVAC Replacement (NSC)						
Replace siding and windows (NSC)	\$ 380,000.00					
Pedestrian Bridge Refinish		\$ 15,000.00				
<i>Expenditure Sub-total</i>	\$ 380,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
Emergency Fund Reserves						
Ending Fund Balance	\$ 363,000.00	\$ 348,000.00	\$ 348,000.00	\$ 948,000.00	\$ 948,000.00	\$ 948,000.00

\*submitted for DOC Grant

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Northshore SC COVID removing Units Install  
Quote Prepared by Alex Agapov  
11/03/2020



# PROPOSAL

## Account Information

**Bill To:** NORTSHORE SENIOR CENTER  
10201 E RIVERSIDE DR  
BOTHELL WA  
USA 98011

**Quote Reference Number:** 1-19P1VUC6

**Project Name:** Northshore SC COVID removing Units Install

**Site:** NORTSHORE SENIOR CENTER  
10212 E RIVERSIDE DR  
BOTHELL WA 98011-3709

**Branch Info:** JOHNSON CONTROLS SEATTLE WA CB - 0N59

**Attn:** Harry Horst

## Customer Information

**Name:** Harry Horst

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: **\$41,633.00** before sales tax.

**Scope:** We will provide COVID, virus/ bacteria removing units (25 total) for ducting systems throughout the Northshore Senior Center and Wellness Center/facility across the street. We will install these units and wire them for all 8 furnaces in the SC, as well as the larger packaged rooftop units up on the roof. These units that serve multipurpose room, kitchen, main eating area, main floor and hallways. We will also provide disinfectant spray on condenser coils for packaged units on roof. All work during standard regular hours. Nothing else is included.

All work during standard regular hours, nothing else is included.

### NORTSHORE SENIOR CENTER

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO: \_\_\_\_\_

### Johnson Controls Inc.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Proposal Overview

**Exclusions:**

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.
- 6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
- 9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.
- 10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that

Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**18. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

**19. SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**21. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

# iWave AIR PURIFIERS



## PATHOGEN TEST RESULTS

All tests were run using proprietary NPBI™ technology.

### SARS-CoV-2 (Covid-19)

TIME IN CHAMBER

30 MINUTES

RATE OF REDUCTION

99.4%

INNOVATIVE  
BIoANALYSIS

This test was run using the iWave-C (GPS-DM48-AC) in a test designed to mimic ionization conditions like that of a commercial aircraft's fuselage.

Based on viral titrations, it was determined that at 10 minutes, 84.2% of the virus was inactivated. At 15 minutes, 92.6% of the virus was inactivated, and at 30 minutes, 99.4% of the virus was inactivated.

### Human Coronavirus 229E

TIME IN CHAMBER

60 MINUTES

RATE OF REDUCTION


90%

ALG  
ANALYTICAL  
LAB GROUP

This test was run in a test chamber in a lab setting with the Nu-Calgon iWave-R Air Purifier P/N 4900-20.

A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to Needle Point Bi-polar Ionization (NPBI) over time. This controlled environment allows for comparison across different types of pathogens.

iWave's Needle Point Bi-polar Ionization (NPBI) technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

 Nu-Calgon

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## NO MAINTENANCE AIR PURIFIER FOR RESIDENTIAL/COMMERCIAL A/C SYSTEMS

- World's first patent-pending self-cleaning design
- Needle point ionization actively treats air in homes and buildings
- Duct-mount install for systems up to 12 tons (4800 CFM)
- Includes waterproof housing for installation indoors or outdoors
- Universal voltage input -24VAC-240VAC
- Kills mold, bacteria and viruses
- Reduces allergens, odors, smoke, static electricity and other airborne particles
- Keeps coil cleaner
- Programmable cleaning cycle with digital display
- Integral alarm contact for remote monitoring
- UL and cUL approved
- Three-year limited warranty\*

### Description

iWave-C is a self-cleaning, bi-polar ionization generator for actively treating a building's air quality that does not require replacement parts in a year or two like competing UV lights or other ionizer technologies. In addition, the iWave-C produces and maintains unparalleled ionization output and capabilities. As the air flows past the iWave-C, the device emits positive and negative ions, creating a plasma region that actively purifies the supply air, killing mold, bacteria and viruses in the coil and living space. The ionization process also reduces allergens, smoke and static electricity, as well as controlling odors (cooking, pet, VOCs) and other particles (no more sunbeams) in the air without creating ozone or any harmful byproducts.

### Application

Although suitable for residential applications, the original iWave-C is specially designed for light commercial systems up to 12 tons (4800 CFM) with no maintenance or replacement parts needed. iWave-C can be easily duct-mounted indoors or outdoors, depending on the application. iWave-C always works at peak performance, producing over 200 million ions/cc, making it superior to other market approaches. Special features include a programmable self-cleaning cycle, waterproof housing, digital display (for on-site visual monitoring) and integral alarm contact (for remote monitoring). In the event the ion emitters become damaged or wear out (after years of service), they can be replaced on the iWave-C model.

## Indoor Air Quality

### iWave®-C Commercial Air Cleaner



### Packaging

1 each **4900-10**

### Specifications

**Input Voltage:** 24VAC to 240VAC  
**Power (VA):** 12 VA  
**Frequency:** 50/60 HZ  
**System Size:** Up to 12 tons (4800 CFM)\*  
**Dimensions:** 4" W x 7" H x 7" L  
**Weight:** 3 lbs.  
**Electrical Approvals:** UL and cUL approved  
**Service Temp. Range:** -40°F to 160°F

*\*For systems beyond 12 tons, multiple iWave-Cs can be used. Install a minimum of two feet apart for maximum ion output.*

### iWave-C Installation Instructions

1. Turn power off to the unit.
2. Install in the duct, preferably in the return air duct between the prefilter and cooling coil so as to treat the coil and living space. However, the iWave-C can be installed on the supply air duct. The weatherproof housing allows to be mounted indoor or outdoor. For commercial systems beyond 12 tons, multiple iWave-Cs can be used; but install a minimum of two feet apart for maximum performance.

**Continued on back.**



## iWave-C Installation Instructions (Continued)

- When the install location is found, cut or drill a 4 inch (100 mm) round hole in duct. Insert the iWave-C into the hole and secure with four tapping screws that are provided. Note: if the iWave-C is being mounted to duct board, the included spring load wing nuts and bolts will be required.
- Follow all electric, mechanical and building codes when installing and wiring. The iWave-C can be powered with 24VAC voltage circuit or 110-240VAC high voltage circuit. The face panel of the unit is labeled showing which terminals are 24VAC, 110-240VAC input and neutral and come prewired from the factory with six feet of liquid-tight flex conduit to reach a junction box for wiring – never connect with an extension cord.
- Use only one voltage source at a time and never connect low and high voltage simultaneously! Whichever voltage is not used, use a wire nut to protect the unused wire. The wires are color coded as follows:
  - Black wire = 24-240VAC input
  - White wire = Neutral
  - Green wire = Ground
  - Purple wires = Alarm Dry Contact

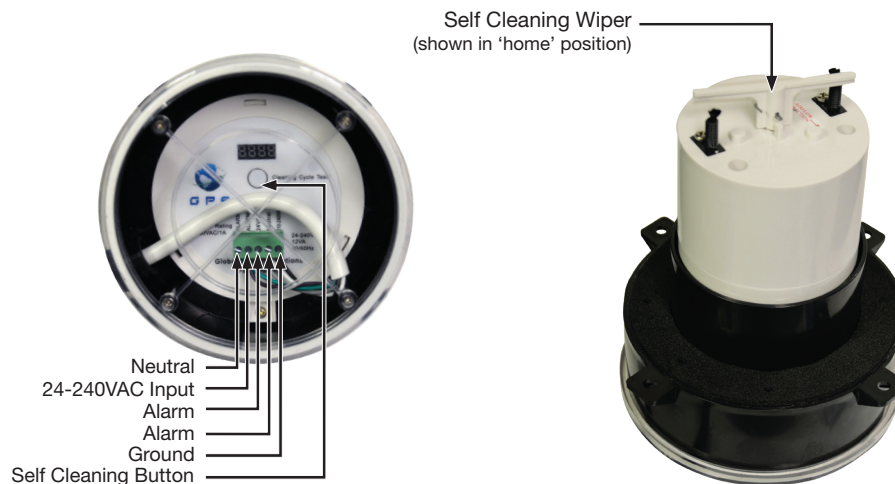
The iWave-C is provided with alarm contact for use with a building management system. When the unit is powered and there are no faults, the alarm contact will be closed, providing continuity. The contacts are rated up to 250VAC at 1A.

**CAUTION!** Never touch brushes while operating; shock may occur.

- Once powered, the iWave-C initiates an internal check of all systems. After initializing, the display will blink between “ON”, “GPS” and the number of days the unit has been powered. If there is a fault, the unit display will show “FALT”.

**Cleaning Cycle-** The iWave-C comes with a preset cleaning cycle designed to clean the brushes every 5 days. At any time, the cleaning cycle test button on the front panel may be pushed and the unit will initiate a cleaning cycle. While the cleaning cycle is engaged, the display will change to “CLEA”. To change the cycle frequency, hold the cleaning cycle button in for 5 seconds once the display shows “CLEA” and then press it until you see the number of days you want it to wait between cycles: 1 , 5, 10 or 20 days. Most applications will not need reprogramming from the factory default 5 day cleaning cycle.

When installed in applications where the iWave-C will be exposed to heavy concentrations of smoke, it is advised to gently clean the emitters with alcohol wipes 2-3 times annually. For more maintenance and troubleshooting tips, consult the instruction bulletin insert for the iWave-C (4-410) which can be obtained at [www.nucalgon.com](http://www.nucalgon.com).



**Three-Year Limited Warranty** - The iWave-C offers a limited warranty for three years that covers any defects in material or workmanship under normal use. If you make a claim during the warranty period, you must provide proof of purchase and proof of proper installation by a licensed contractor for the warranty to be valid. The iWave warranty does not cover labor, return shipping charges, damage from improper installation or improper voltage usage. The iWave warranty begins on the date that the unit was purchased. Installation of your iWave by any person other than a licensed contractor will void the warranty. Contact your local Nu-Calgon account manager or [info@nucalgon.com](mailto:info@nucalgon.com) with further questions.







**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
Carly Joerger, Levy Coordinator  
Robin Schaefer, Board Clerk

**DATE:** December 16, 2020

**SUBJECT:** Consideration of Minute Order # MO-20-11, Adopting the NPRSA Board Protocol Manual

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**POLICY CONSIDERATION:** This item asks the Board to consider adopting an NPRSA Board Protocol Manual. If approved, the manual may assist the Board by documenting accepted practices and clarifying expectations for how the Board would like to conduct business at meetings.

**HISTORY:** This is a new item for the Board of the NPRSA. To the knowledge of staff, the Board has not previously adopted a Protocol Manual.

**DISCUSSION:** At the request of Chair McNeal, staff prepared a Protocol Manual for Board consideration. This Protocol Manual would serve to assist the Board and Chair in efficiently and effectively conducting its business by documenting expectations and accepted practices. The Manual provides an introduction and overview, outlines the Board roles and responsibilities, and details the accepted practices for Board meetings.

Sections include expectations for meeting decorum, virtual and in-person meeting formats, the process to place items on the agenda, and how various sessions such as public comment periods, public hearings, executive sessions, and study sessions are held during meetings. The manual allows the Board to have a discussion and reach consensus about how to conduct business and, therefore, setting expectations for one another, staff, and the public.

**FISCAL IMPACTS:** This item has no fiscal impact to the NPRSA.

**NPRSA Board**  
**Agenda Bill**  
Item # 5C

**ATTACHMENTS:** | Att-1 Draft NPRSA Protocol Manual

**RECOMMENDED ACTION:** | Move to approve Minute Order # MO-20-11, adopting the NPRSA Board Protocol Manual.



# BOARD PROTOCOL MANUAL

*Adopted by the Board of the Northshore Parks and Recreation Service Area*

*December 16, 2020*

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## Article I. Introduction and Overview

### Section 1.01 Purpose of the Board Protocol Manual

The Northshore Parks and Recreation Service Area (NPRSA) has prepared its own protocol manual to assist the NPRSA Board by documenting accepted practices and clarifying expectations. Administration of Board affairs is greatly enhanced by the agreement of the Board and staff to be bound by these practices. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Board Members in their actions.

### Section 1.02 Protocol Administration

The Board will review and revise the Board Protocol Manual with the change of the Chair, or every two years if the Chair does not change. During Board discussions, deliberations, and proceedings, the Chair will be primarily responsible to ensure that the Board, staff, and members of the public adhere to the Board's adopted Protocol Manual. Each Board Member has the duty and obligation to review this Manual and be familiar with its provisions.

### Section 1.03 Overview of Basic NPRSA Documents

This protocol manual provides a summary of important aspects of Board activities. However, it cannot incorporate all material and information necessary for undertaking the business of the Board. Many other laws, plans, and documents exist which bind the Board to certain courses of action and practices. The following is a summary of some of the most notable documents that establish Board direction.

#### (a) Founding ILA and amendments

This interlocal agreement, and its approved amendments, established the NPRSA is the primary foundational document of the Service Area.

#### (b) NPRSA Bylaws

The Bylaws of the Board sets forth the structure of the Board and how the Board operates. This document elaborates on the structure developed in the founding ILA.

#### (c) Annual Budget

The annual budget of the NPRSA is a policy document that outlines priorities for spending based on planned revenue.

#### (d) NPRSA-Tenant Agreement

This agreement outlines important roles and responsibilities in the NPRSA-Tenant partnership.

#### (e) ILA for Administrative Services

This interlocal agreement details the cost and scope of services one of the NPRSA Member Agencies agreed to provide to the NPRSA Board in order to implement capital repairs to the NPRSA facilities.

## Section 1.04 Orientation of New Members

It is important for the members of the Board to gain an understanding of the full range of services and programs provided by the NPRSA. As new members join the Board, the Executive Director and Levy Manager will host an orientation program that provides an opportunity for members to tour NPRSA-owned facilities and meet with key staff within the first 6-months of taking office. At any time, if there are facilities or programs about which an incoming Board Member would like more information, arrangements will be made to increase awareness of those operations.

## Article II. NPRSA Board Roles and Responsibilities

### Section 2.01 NPRSA Board Generally

State law and the founding Interlocal Agreement (ILA) as most recently amended, grant powers and responsibilities to the Board. Fundamentally, the original purpose of the NPRSA was to construct a senior activities center. The Board has the power to employ or retain persons or entities to carry out the purposes of the NPRSA and may, at its sole discretion, change the form of any investment and/or dispose of property held by the NPRSA.

It is important to note that the Board acts as a body and speaks with one “corporate voice.” No member has any extraordinary powers beyond those of other members. While the Chair has additional presiding officer responsibilities, when it comes to establishing policies, voting, and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Board. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Board to a course of action. Board Members should respect adopted Board policy. In turn, it is staff’s responsibility to ensure the policy of the Board is upheld. Actions of staff to pursue the policy direction established by a majority of Board do not reflect any bias against Board Members who held a minority opinion on an issue.

### Section 2.02 Role of Board Members

Members of the NPRSA Board are collectively responsible for establishing policy, adopting a budget, and providing vision and goals to the Executive Director. The following outline is a brief description of the various duties of Board Members. The description is not intended to be comprehensive, but rather is an effort to summarize the primary responsibilities of the Board.

1. Establish Policy
  - a. Adopt goals and objectives
  - b. Establish priorities for services
  - c. Approve/amend the budget
  - d. Approve contracts over \$100,000
  - e. Adopt resolutions
2. Provide Public Leadership

- a. Relate wishes of constituents to promote representative governance
  - b. Mediate conflicting interests while building a consensus
  - c. Call special elections as necessary
  - d. Communicate the NPRSA's vision and goals to constituents
  - e. Represent the NPRSA's interests at regional, county, state, and federal levels
3. Decision-Making
- a. Study problems
  - b. Review alternatives
  - c. Determine best course of public policy

### Section 2.03 Role of Chair

The Chair of the NPRSA Board is responsible for establishing the agenda for each meeting, convening and presiding over each meeting, and ensuring the goals and vision of the Board are carried out by the Executive Director. Additional duties of the Chair and Vice-Chair are outlined in the NPRSA Board Bylaws.

### Section 2.04 Filling Board Vacancies

Per the founding interlocal agreement, the Member Agencies are responsible for appointment of Board Members to represent their agency on the NPRSA Board. In the event a Board Member resigns from their position, the Chair or Executive Director will contact the Member Agency to request a new appointment.

## Article III. Board Meetings

### Section 3.01 Open Public Meetings Act

The Board's collective policy and law-making powers are put into action at the Board meetings. All meetings of the Board shall be open to the public, except in the special instances as provided in [Chapter 42.30 RCW](#). The open meeting law applies to the Board and all standing, special or advisory committees or subcommittees of, or appointed by, the Board.

### Section 3.02 Meeting Decorum

Members of the Board are expected to conduct themselves in a professional manner at all times during all public meetings or meetings where representing the NPRSA, whether the meeting is held in-person or virtually. As adopted in the Board Bylaws, public meetings of the NPRSA are to follow Robert's Rules of Order.

### Section 3.03 Meeting Format

Per the Board Bylaws, the Chair is responsible for selecting the primary media or method of meeting when setting the agenda for the meeting. The Chair is also responsible for conducting the meetings in such a way that maintains professionalism and provides clarity for the public who may be following Board business or seeking ways to engage the Board during the meeting. Questions regarding the meeting format or requests for changes to the meeting format may be directed to the Chair in advance of the meeting.

#### (a) Virtual Meeting Format

The Board and all committees and subcommittees shall be authorized to meet by telephone conference or through other electronic communications media, so long as all the members can simultaneously hear each other and participate during the meeting, and provided that the organization ensures access to the public when required per OPMA. Additionally, steps will be taken to ensure that the public can speak at appropriate times during the meeting, or, at a minimum, provide the public an opportunity to submit written comment prior to the meeting.

#### (i) Recordings of Virtual Meetings

Except for Executive Sessions as defined by RCW 42.30.110, when possible, meetings of the Board shall be recorded. The recordings may be made available to the public on the NPRSA website or a third-party platform. It is the determination of NPRSA Administration that these recordings have no retention value and shall be considered transitory. The official record of any meeting of the NPRSA Board shall be the minutes prepared by the Clerk and subsequently adopted by the Board.

### Section 3.04 Setting the Agenda

Per the Board Bylaws, the Chair of the Board sets the agenda with the Executive Director. Board Members interested in adding items to a Board agenda are encouraged to submit those items to the Chair and/or Executive Director prior to the posting of the agenda, typically one week before the meeting. Should Board Members have questions about the items on an upcoming or posted agenda, they are encouraged to contact the Chair and/or Executive Director.

#### (a) Placing Items on the Agenda at a Meeting

If a Board Member was unable to place an item on the agenda before the agenda was posted, there is opportunity to add the item to the agenda at the meeting. Board Members planning on doing so are encouraged to inform the Chair prior to the meeting. Adding an item to the agenda should occur at the beginning of the meeting and requires a motion, second, and simple majority vote of those members present. Items cannot be added to Special Meetings.

### Section 3.05 Order of Business at Meetings

The Board, by adoption of this manual, generally establishes the order of meetings. This section summarizes each meeting component. The Board may, at any time by consensus, rearrange the agenda order to allow for better flow given the items being discussed. Additionally, from time to time, the Chair may submit an agenda with a different order to allow for better flow of the given items being discussed.



1. Call to Order and Meeting Agenda Approval  
This is the time when Councilmembers may make a motion to withdraw, add, or move items on the agenda.
2. Public Comment  
The Board may hear from members of the public during this time.
3. Consent Agenda  
Those matters of business that require action by the Board which are considered to be of a routine and non-controversial nature are placed on the consent agenda. All of the items on the consent agenda shall be approved, adopted, or enacted by one motion of the Board.
4. Reports  
Reports are either provided by outside agencies attending meetings to give updates on regional issues that are of interest to the NPRSA or by staff who are informing the Board on matters of interest that might not otherwise come before the Board. As the name implies, these shall be brief, informative reports.
5. Discussion items  
This is the bulk of the meeting where the business of the Board is conducted. Items may ask the Board to have a discussion, open a public hearing, and/or act on something.
6. Future Meetings  
The Board reviews and confirms the dates for upcoming meetings.
7. Adjourn  
The Chair officially adjourns the meeting.

### Section 3.06 Public Comment

Persons addressing the Board, who are not specifically scheduled on the agenda will be invited by the Chair to speak during the public comment period. Speakers will limit their remarks to three minutes, unless a longer period is permitted by the Board.

If being accepted, written comments may be submitted into the record of the Board meeting by following the specific instructions included on the agenda. A typical process might include emailing the Clerk of the Board before 3:00 PM the day of the meeting. A copy of the written comments will be provided to each Board Member prior to the meeting.

### Section 3.07 Public Hearings

Public Hearings are held during the Discussion Items section. Comments are limited to the specific matter for which the public hearing is held and are limited to three minutes, unless a longer period is permitted by the presiding officer and/or Board.

Written comments are encouraged during public hearings and are to be submitted following the instructions included in the public notice. A typical process might include sending comments to the Board Clerk before 3:00 PM on the day of the meeting.

After the Chair officially closes the public hearing, no member of the public shall be permitted to address the Board or the staff. In fairness to members of the public, the Board shall be considered to be in deliberations from that point forward.

### Section 3.08 Executive Session

At the call of the Chair, or with a majority vote of the Board, the Board may recess to Executive Session to privately discuss and consider matters of confidential concern to the well-being of the NPRSA. The purposes for which an Executive Session may be held are identified in RCW 42.30.110. It is strongly encouraged that prior to an agenda being published that the Board Member interested in calling an Executive Session contact the Chair and/or Executive Director to request an Executive Session be added to the agenda. This promotes transparency to the public that an Executive Session will take place and allows for the appropriate arrangements for Legal staff to be requested and coordinated, if needed.

Before convening in Executive Session, the Board Member requesting the Executive Session shall publicly announce the purpose for excluding the public from the meeting place, and the time when the Executive Session will be concluded. An Executive Session may be extended to a stated later time by announcement of the Chair.

### Section 3.09 Study Sessions

From time to time the Board may need the opportunity to meet in a Study Session format to do concentrated preliminary work with staff on subjects of time consuming, complex matters. The format of these meetings is intended to be structured in a less formal atmosphere within which Board Members may ask questions of staff and each other. All discussions and conclusions held during a study session are of an informal nature. No final action is taken while in a study session. The public may participate in a study session, as appropriate and allowed by the Chair and Board. Study Sessions shall be in a less formal setting, but shall not discourage public observation.

### Section 3.10 Meeting Minutes

The Clerk of the Board shall take action-only minutes which will be posted publicly after Board approval at a subsequent meeting.