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Radio Replacement Project Policy – Subscriber Scope of Services
(Exhibit B to the Transfer of Asset Agreement)

Approved by SNO911 Board on 4/16/2020

Purpose

The purpose of this policy is to define the scope of services that SNO911 will provide as part of the Radio Replacement Project (RRP) related to procurement, installation, and warranty service of mobile and portable radio equipment provided by the RRP.

Definitions

Subscribers are the mobile and portable radios provided by the RRP used both within the current and future radio system.

Mobiles are the units permanently installed in vehicles/apparatus. This definition includes the radio, control head(s) and connecting cable(s), antenna and coaxial cable, power cable, wired OEM microphone, and adaptor/connector cables to interface to the existing in-vehicle systems. Please note that per the RRP Law and Fire Subscriber Replacement policies the RRP is not scoped to provide any other vehicle mounted radio option (e.g. portable vehicle adaptors, portable radio chargers) currently.

Portables are the units used by individuals and are typically worn on the body. This definition includes the radio, battery, antenna, speaker microphone (if provided) and “belt-clip” or “swivel-case” mounting hardware. The RRP is also providing an additional equivalent battery and a single 110V/AC wall charger per portable. All other related or connected items are considered accessories and are not provided by the RRP.

RRP Law Subscriber Replacement Policy is the policy adopted by Police TAC and subsequently the SNO911 Board which defines the specific quantity and configuration of mobile and portable units to be provided per agency.

RRP Fire Subscriber Replacement Policy is the policy adopted by Fire TAC and subsequently the SNO911 Board which defines the specific quantity and configuration of mobile and portable units to be provided per agency.

Standard Agency Services

On behalf of its member agencies, SNO911 will provide the following services for all Subscriber equipment:

- Procurement – SNO911 will facilitate the specification, ordering, receiving and temporary inventory management.

- Programming – SNO911 will assign new radio IDs and program the Subscribers per the applicable PoliceTAC / FireTAC / agency approved templates.
- Quality Assurance – SNO911 will provide the Subscriber with assistance in the event any issues arise that the Subscriber equipment meets all applicable performance specifications as stated by Motorola Solutions. SNO911 will perform the role of the warranty agent for its members.
 - The warranty of the radio equipment itself will belong to the agency.
- Training – SNO911 will develop training materials for and support each agency in training their staff with the new Subscriber equipment. SNO911 will “train the trainer” so that each agency can provide the training in its preferred format/medium with their staff.
- Portable Radio Delivery - SNO911 will deliver Portable radio equipment to each member agency.
 - SNO911 will remove the programming from the existing portable equipment after the new radios are placed into service.
- Cache-Based Warranty Services – SNO911 will maintain an additional cache of Mobile and Portable radios to substitute agency radios during warranty service.

Mobile Radio Installation Services

SNO911 will provide services that facilitate a complete physical installation of the Mobile radio equipment through our vendor, Motorola Solutions. Installation includes interfacing of the new Mobile radios to the existing in-car systems and the quality validation and acceptance of the installation. SNO911, through Motorola Solutions, will ensure that the installation meets Motorola’s standards for warranty compliance.

Agency “Opt-Out” of Mobile Installation Services

If an agency wishes to opt-out of the Mobile radio installation services described above, they may do so upon written notification to the RRP Project Manager. For agencies that elect to opt-out, the following conditions will apply:

- The agency will be responsible for retrieving and transporting their mobile radio equipment to/from the SNO911 facility in Marysville.
- SNO911 will pre-program the new mobile radios prior to pick-up and will not perform on-site programming
- Changes/Updates to the radio programming will require the agency to return the radios/vehicles to the SNO911 in Marysville for programming.
- The agency will be solely responsible for the installation of the mobile radios and all other RRP-supplied equipment (e.g. antennas).
- The agency will be responsible to ensure that the installation meets the Motorola Solutions warranty standards.
- The agency will be responsible for the performance of the radio installation
 - This includes but is not limited to antenna installation and associated coverage performance.
 - The agency will have the “first-pass” responsibility for any coverage performance complaints or other radio-related complaints to isolate installation-related problems first.

- The agency will coordinate the delivery of the removed mobile radios to the SNO911 Marysville facility for the removal of programming.
 - SNO911 will not take possession/storage responsibility of these radios but will only facilitate the removal of programming.
- The agency will take a primary role in training if their delivery/installation schedule is not coordinated with the RRP schedule.

Transfer of Ownership of Subscriber Equipment

SNO911 will transfer the ownership of Subscriber equipment to each agency at the following times:

- Installation and acceptance of Mobile radios (for standard Mobile Installations)
- Pick-Up of Mobile equipment (for Agency opt-out of Mobile Installations)
- Delivery of Portable equipment

The transfer of ownership will utilize the Transfer of Asset User Agreement and will be signed by the on-site personnel for each agency at the time of transfer. The Transfer of Asset User Agreement begins on the following page.

Transfer of Asset User Agreement

SECTION 1: Intent & Purpose

The purpose of this Transfer of Asset User Agreement (this “Agreement”) is to facilitate the legal transfer of ownership and all related responsibilities of radio equipment assets from Snohomish County 911 (SNO911) as the purchasing entity and current legal owner to the identified agency (Agency).

SECTION 2: General

All equipment identified for transfer and documented in **Exhibit A**, Equipment For Transfer, has been procured in full compliance with the “Interlocal Agreement For the Emergency Radio System Between Snohomish County and Snohomish County Emergency Radio System” dated December 24th, 2018 (“SNOCO ILA”). As allowed by Section 4 of the SNOCO ILA, SNO911 is authorized to transfer ownership of “subscriber equipment” utilizing a separate user agreement which this Agreement accomplishes.

SECTION 3: Definitions

The definitions set forth herein are used both in this Agreement and the other applicable policies with regard to the Radio Replacement Project to ensure a complete accounting of assets and include the following specific definitions:

Subscribers are the mobile and portable radios provided by the Radio Replacement Project used both within the current and future radio system.

Mobiles are the units permanently installed in vehicles/apparatus. This definition includes the radio, control head(s) and connecting cable(s), antenna and coaxial cable, power cable, wired OEM microphone, and adaptor/connector cables to interface to the existing in-vehicle systems.

Portables are the units used by individuals and are typically worn on the body. This definition includes the radio, battery, antenna, speaker microphone (if provided) and “belt-clip” or “swivel-case” mounting hardware. The Radio Replacement Project is also providing an additional equivalent battery and a single 110V/AC wall charger per portable.

SECTION 4: Transfer of Ownership

By and through this Agreement, both parties are implementing the transfer of ownership of those certain assets which are the subject of this Agreement:

SNO911 transfers to Agency all rights, title, and interest and releases all legal claims of ownership of the identified equipment in **Exhibit A** of this Agreement. This transfer from SNO911 to Agency includes transfer by SNO911 to Agency of any vendor-provided warranty or services for the Equipment specified in **Exhibit A** which such warranty and/or services are more specifically detailed in the documentation executed by and between SNO911 and the vendor. SNO911 agrees to inform the vendor and Agency of the transfer of assets to ensure proper documentation of the transfer of ownership. SNO911 will remove the identified assets from its inventory according to applicable SNO911 policy and unless otherwise authorized by the Agency, the Equipment transferred pursuant to this Agreement shall be Agency-owned subject to Section 6 of this Agreement.

The Agency acknowledges its legal ownership to all identified Equipment and agrees to account for these assets according to its applicable policies and required State Auditor’s Office requirements and agrees that all legal and accountability responsibilities are assumed by it as part of this transfer and Agreement. The Agency also acknowledges they are responsible for the proper use of the Equipment as authorized under RCW 82.14.420.

SECTION 5: Subscriber Scope of Services/Waiver of Liability

Agency, as a party to this Agreement, shall be entitled to receive the benefits specified in the Radio Replacement Project Policy – Subscriber Scope of Services, a copy of which is attached hereto as **Exhibit B**. Agency shall also be responsible for the specified duties in **Exhibit B** that are incumbent upon a Subscriber and/or Agency. Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by law, Agency waives any claims for damages against SNO911 of any kind (including but not limited to loss of use or opportunity, loss of good will; cost of substitute facilities or equipment, goods or services; cost of capital; and/or fines or penalties) arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract. In including this waiver in this Agreement, the Parties have evaluated the risks and rewards associated with the Agreement including the services being provided by SNO911 to Agency at low or no cost and agree that the allocation of risk is fair and reasonable.

SECTION 6: SNO911 Disposal

It is the intention of SNO911, Snohomish County, and all agencies benefitting from the collection of the sales tax funds for emergency communication purposes to utilize these funds responsibly and in the manner that provides the greatest benefit to emergency communications. Therefore, as a part of participating in this Agreement, the Agency agrees to transfer back to, and SNO911 agrees to accept, the ownership of the specific Mobile and Portable radio equipment in this document upon future replacement of the provided Subscriber Equipment if such Equipment was provided through a SNO911-managed and Radio Replacement Project.

SECTION 7: No Third-Party Contract Beneficiaries

This Agreement is entered into by and between SNO911 and the Agency for the express purpose of addressing the terms and conditions set forth herein. There is no intent on the part of the Parties to create any benefit to any third-party or to bring a third-party within the scope or performance of the terms and conditions of this Agreement.

WHEREFORE, the parties have executed this Agreement on the date(s) set forth below and the Effective Date of the Agreement is the date of the later signature if the parties did not sign on the same date.

Snohomish County 911, a Nonprofit Interlocal Corporation

By: _____

Name: _____

Title: _____

Date: _____

Agency: _____

By: _____

Name: _____

Title: _____

Date: _____

