



**SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
MEETING AGENDA**

March 18, 2021 at 8:30 a.m.

Web Conference - Join Zoom Meeting

<https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMIJuT2ZXMmtYVU8rSnBkUT09>

Meeting ID: 860 0046 6014

Passcode: 195881

Dial by your location

+1 253 215 8782 US (Tacoma)

- 1. Call to Order, Roll Call and Announcements**
- 2. Public Comments**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - A. Minutes from the Board Meeting of February 18, 2021 3
 - B. February 2021 Blanket Voucher & Payroll Approval Form:
 - i. Checks 14141 - 14251, for a total of \$1,203,169.46
 - ii. Payroll Direct Deposit, in the amount of \$1,099,188.02
- 5. Old Business**
 - A. Tulalip Tribal Police Contract Update
 - B. Future Facility Location Footprint..... 9
 - C. Capital Project Funding Increase: Logging Recorder 10
- 6. New Business**
 - A. Supervisor CBA Negotiations
 - B. Procurement Policy Updates 11
 - C. North Stanwood License..... 33
 - D. Temp. Staffing Changes: RRP Radio Technicians..... 58
 - E. Position Reclassifications and Updated Organizational Chart
 - i. Database Administrator..... 59
 - ii. Public Records Coordinator 60
 - iii. Sr. Accountant 63
 - iv. Updated Draft Org. Chart 66
 - F. Resolutions:

i.	National Public Safety Telecommunicators Week	67
ii.	Agent to Receive Claims	69
7.	Reports	
A.	Agency Reports.....	71
B.	Radio Replacement Project (RRP).....	87
C.	Police TAC	90
D.	Fire TAC	94
8.	Committee Reports	
A.	Finance Committee	97
B.	Personnel Committee.....	100
C.	County EESCS Committee (formerly County E911 Office)	
D.	County ECSF Program Advisory Board	
E.	Future Facility	102
F.	Board Technical Leadership (no meeting)	
9.	Executive Session	
10.	Good of the Order	
11.	Adjourn	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

February 18, 2021

Board Members & Management in Attendance	☒ Jon Nehring (President)	Marysville	☒ Dan Templeman	Everett Police
	☐ Chris Alexander	Mukilteo Fire	☒ Judy Tuohy	Everett
	☒ Jeff Brand	SCSO Undersheriff	☒ Jonathan Ventura	Arlington Police
	☒ David Chan	South County Fire	☒ Kurt Mills	Snohomish Co 911
	☒ Dave DeMarco	Everett Fire	☒ Terry Peterson	Snohomish Co 911
	☒ John Dyer	Lake Stevens Police	☐ Angie Baird	Snohomish Co 911
	☒ Richard Emery	Mukilteo	☒ Brad Steiner	Snohomish Co 911
	☒ Steve Guptill	Fire District 7	☒ Steve Lawlor	Snohomish Co 911
	☒ George Hurst	Lynnwood	☒ Andie Burton	Snohomish Co 911
	☒ James Lawless	Edmonds Police	☒ Howard Tucker	Snohomish Co 911
	☒ Jason Biermann	Snohomish County	☐ Brad Cattle	Legal Counsel
	☒ Darryl Neuhoﬀ	Marysville Fire	☒ Jordan Stephens	Legal Counsel
Alternate Board Members in Attendance	☒ Vince Cavaleri	Mill Creek	☒ Cheol Kang	Mukilteo Police
	☐ Pete Caw	Mountlake Terrace PD	☐ Ken Klein	Snohomish County
	☒ John DeRousse	Everett Police	☒ Rich Llewellyn	Everett Fire
	☐ Steve Fox	Fire District 5	☒ Jim Nelson	Lynnwood Police
	☒ Brett Gailey	Lake Stevens	☐ Paul Roberts	Everett
	☒ Thad Hovis	South County Fire	☒ Don Waller	Fire District 4
	☐ Ian Huri	SCSO Bureau Chief	☒ Roy Waugh	Fire District 7
	☒ Kristiana Johnson	Edmonds		
Guests and Staff in Attendance	Jeff Young – Mill Creek Police Chief		Sharon Brendle – SNO911 (notetaker)	
	Riley McGinnis – Member of the Public			
	David Mendel – King County PSERN			

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call, and Announcements	The meeting was called to order at 8:30 am by President Jon Nehring. ▪ Deputy Director Terry Peterson called roll and verified a quorum.	
2. Public Comments	None	
3. Approval of Agenda	<i>Undersheriff Jeff Brand moved to approve the agenda as written. Deputy Chief Darryl Neuhoﬀ seconded the motion and it was approved unanimously.</i>	Agenda approved
4. Consent Agenda: Minutes and Blanket Voucher & Payroll Approval Form	<i>Deputy Chief Neuhoﬀ moved to approve the Consent Agenda, including the meeting minutes of the Regular Board Meeting of January 21, and the January 2021 Blanket Voucher & Payroll Approval Form: Checks 14073-14140, for a total of \$951,667.68, and Payroll Direct Deposit in the amount of \$1,109,888.71. The motion was seconded by Chief Dave DeMarco and passed unanimously.</i>	Consent Agenda Approved
5. Old Business	A. RRP Radio Installation Opt Out. Deputy Director Brad Steiner presented this proposal to the board. He explained that	

	necessary changes. Following some comments, the board expressed their approval of this agreement. Deputy Chief Neuhoﬀ summed it up by saying the ability for emergency responders, when necessary, to communicate with each other on scene can do nothing but enhance the ability to provide emergency services to that community.	
6. New Business	A. Radio Replacement Fund 130. Director Mills explained that this is the fund the agency uses to pay for the Radio Replacement project. The funds come from the county and SNO911 pays what it can with available funds, unless the amount is too high. In either case, the county reimburses these expenditures. The balance was established in June 2019 at \$250,000. They would like to increase this to \$1 million in order to better pay immediate requests. The director explained a recent situation with the WCIA insurance payment that required a transfer of funds. He added that all requests must still be fully documented for the county to consider before they authorize reimbursement. <i>Commissioner David Chan moved to establish a new fund balance of \$1,000,000 by moving \$750,000 from Reserves Fund 90. The motion was seconded by Deputy Chief Neuhoﬀ and approved unanimously.</i> B. Systems Security Engineer. Director Mills spoke about security challenges that have occurred in the county. He added that the agency doesn't have a dedicated security position now, but thinks they will need to have one in the next few years. Currently, additional responsibilities were added to an existing IT staff member. This Systems Engineer has recently received his CISSP (Certified Information Systems Security Professional) Certification. They are asking the board to approve a 10% salary increase that will recognize the value of his training and expertise. IT Director, Steve Lawlor, provided answers to some questions raised about the agency's security related to third party providers. He described their rules and practice on sharing data and the strict restrictions that are in place with accessing the system. Numerous board members expressed their support for this action and weighed in on this issue. Assistant Chief Guptill thanked Director Mills, IT Director Lawlor and his staff for the assistance they showed to his agency during their recent network security issue. <i>Deputy Chief Neuhoﬀ moved to approve a 10% salary increase for the single Security Systems Engineer II position assigned the systems security duties. The motion was seconded by Councilmember George Hurst and approved unanimously.</i> C. PulsePoint Community CPR System. Director Mills presented this proposal and described it as a way for those community members that have registered and can perform CPR be contacted to offer assistance when there is a sudden cardiac arrest reported to 911 at a public location. This program has been in use around the country, including Seattle, for several years. The fire community has requested this be implemented in Snohomish County. The director went on to say that the agency is proposing using carryover funds from 2020 to acquire the system, but recently learned from	Motion approved Motion approved

	Commissioner Waugh about a possible grant opportunity with the Medic One Foundation. An application for this grant has been submitted and he should hear back soon. The rate is \$25,500 per year and there does not appear to be an annual escalation fee. A question of liability risk was raised during the Finance Committee and the director reached out to the vendor who confirmed that there have not been any lawsuits filed against the vendor or any of their customers. The director also plans to follow up with a couple of reference checks with customers outside of this area. He announced that included in this program is an AED (Automated External Defibrillator) registry. This information will direct rescuers to the exact location of the closest AED. Following lengthy discussion on this a motion was made. <i>Assistant Chief Guptill moved to authorize acquisition of PulsePoint in an amount not to exceed \$39,050, pending final purchasing and legal review. The motion was seconded by Deputy Chief Neuhoﬀ and approved unanimously.</i> D. Inventory Management Software. Director Mills presented this proposal and explained that since the merger with SERS, they had discovered that their existing inventory software didn't meet their needs. The agency is requesting to transition to a new inventory tracking software called WiseTrack after reviewing a number of different systems. This new system also has the capability to use bar code tracking which wasn't possible with the previous system. This purchase will be funded from the RRP. <i>Commissioner Chan moved to authorize acquisition of WiseTrack Inventory Tracking software in an amount not to exceed \$13,500. The motion was seconded by Deputy Chief Neuhoﬀ and approved unanimously.</i> E. 2020 Year End Carryover. The carryover from last year is \$368,195. After setting aside \$39,050 to fund PulsePoint, it leaves the remaining \$329,145 to be moved into the Capital Fund. <i>Assistant Chief Guptill made the motion to move \$329,145 of the 2020 carryover from Operating Fund 70 to Capital Fund 80. The motion was seconded by Undersheriff Brand and approved unanimously.</i>	Motion approved Motion approved Motion approved
7. Reports	A. Agency Reports. Deputy Director Peterson highlighted a few areas included in the written report. Race to ACE – which is the MPDS Accreditation (highest level of standard). He reported that the agency is very close to achieving their goal and he praised the dispatchers on the tremendous job they've done so far. They hope to submit for accreditation someone in 2021. He also spoke about some training videos SNO911 completed. A link to the videos was included in the packet. These videos explain what MPDS is and how it's used. These will be shared with all of their member agencies in the county. B. RRP. Deputy Director Steiner updated the board on the project's status and how they are dealing with deployment of subscriber equipment. They are in week 2 of the portable deployment schedule and have deliver 485 radios, which puts them ahead of schedule. He spoke about the need in getting	Link to the videos to be emailed out.

	old radios back as soon as possible so ID numbers can be re-used. Also mentioned was the extensive testing process they follow before a radio goes out the door. He acknowledged that they have received requests for additional radios and expects to bring a request to the board for an increase in budget to purchase these. The Radio Advisory Board has also been kept up to date on the increased needs. Lastly, construction drawings are about a month away, which means lease agreements will follow and will be brought to the board for approval. C. Police TAC. Chief Lawless reported that Police TAC met on the 9th with discussion topics mostly operational. He also mentioned the Bias Reduction in Emergency Communications Workgroup (BREC) that has been meeting monthly. This group includes SNO911 staff as well as representatives from law enforcement agencies. They are working together to help recognize, reduce and mitigate some of the issues that come in at the initial call level to minimize bias. D. Fire TAC. Chief Hovis reported that Fire TAC met on the 17th. He referred to the meeting minutes from last month and added that Snohomish County's Fire Resource Plan is being discussed. If approved, this would send a fire chief (from an agency that agrees to do so, and with multi-jurisdictional authority) to respond to SNO911 and work with dispatch staff to provide support and guidance if needed to coordinate Fire and EMS resources when a significant event occurs.	
8. Committee Reports	A. Finance Committee. Nothing additional to report. B. Personnel Committee. In addition to what's already been reported on, Deputy Director Peterson spoke about the status of a new schedule for the dispatch staff. The group has been meeting weekly to discuss different options for an alternative schedule that would provide more days off. A consultant group (Circadian) was hired last summer to survey the workforce and as a result, 3 viable schedule options have been explored and discussed with the union, including ways to reach cost neutrality and implementation. They have been making good progress on their discussion with the union leadership and will continue working on issues in greater detail. They plan on continuing this discussion, bringing in the attorneys and drafting some language for the new schedule, along with bargaining of the new CBA. If everything proceeds as hoped, a new CBA will be brought to the board for approval sometime this summer. Attorney Rod Younker will be asked to brief the board next month on general labor negotiation topics, including schedule discussions. C. County EESCS Committee. No meeting. D. County ECSF Program Advisory Board. No meeting. E. Future Facility Committee. Chief DeMarco reported that the group met on February 9th and had some preliminary discussions on the process. He described it as developing as a two pronged effort: 1) to find a location; and 2) to decide on the design and construction of the building. These two are separate efforts with the property leading the design. The	

	committee has asked staff to produce some legal recommendations on bringing in a real estate professional into the group to meet with the team to educate them on construction options. He shared an essential facility check list that contains different variables the committee is considering before making their recommendations. F. Board Technical Leadership. No meeting.	
9. Executive Session	None.	
10. Good of the Order	▪ Director Mills thanked Commissioner Waugh again for reaching out to him with information on possible grant opportunities with Medic One Foundation.	
11. Adjourned	The meeting was adjourned at 10:12 a.m. The next meeting is scheduled for March 18, at 8:30 a.m.	

ACTION PROPOSAL FORM

Date: 3/12/2021

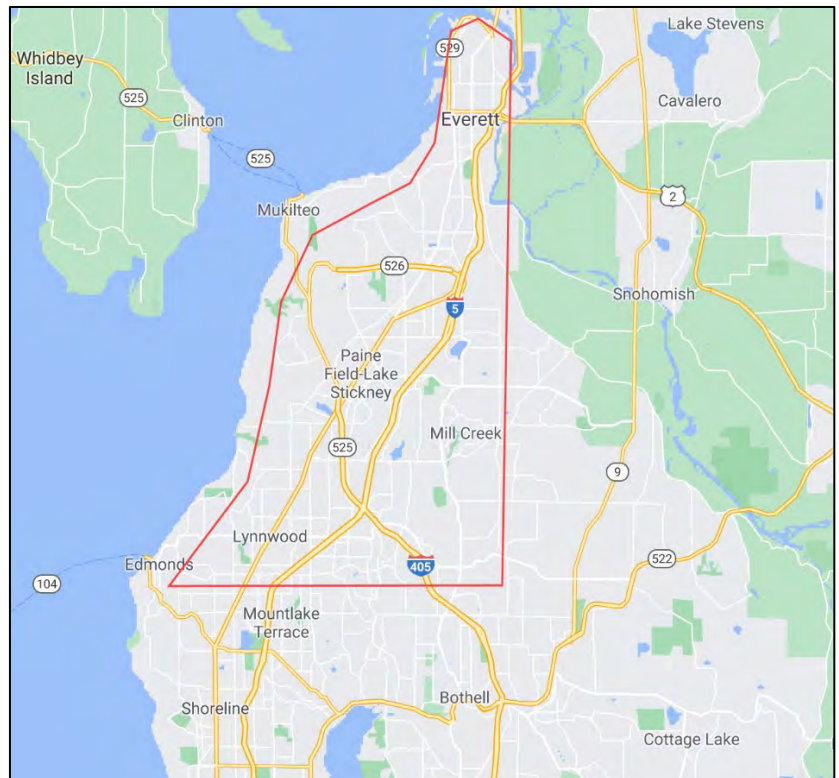
Action Title: Future Facility Footprint

Time Sensitivity: Normal

Background / Purpose:

An important first step in the Future Facility assessment is to determine an optimal location. An assessment has been completed that included evaluating geology, transportation, liquefaction maps, location of staff residence, and the fiber ring. Staff are recommending establishing a maximum footprint for a potential facility to be generally aligned with the image to the right, although not every area of the map is suitable and an assessment will be conducted on any candidate locations.

Establishing this footprint is a necessary step to explore opportunities for co-location partners and conduct a real estate analysis.



Recommended Motion:

Approve the future facility footprint as recommended by the Future Facility Committee.

Funding Source: N/A



ACTION PROPOSAL FORM

Date: 3/12/2021

Action Title: Capital Funding Increase; Logging Recorder

Time Sensitivity: Normal

Background / Purpose:

Currently we have a capital budget (Capital Fund 80-017) of \$150,000 for upgrade of our logging recorder. This is a routine process to replace hardware as it reaches its end of life and the funding need was developed several years ago. We have begun research and have revised pricing that includes considerations for new functionality that will help improve staff efficiency in several areas as well as move us to a single platform. This system will be expanded when the new P25 Digital Radio system comes online and that funding is included in the RRP.

Replace Old SNOCOM Recorder: This upgrade will allow us to decommission the unsupported South Campus VPI voice recording solution recording the 15 telephony positions at South Campus and implement a single agency wide solution that will service both campuses and have a built-in redundancy to eliminate any single points of failures. This will ensure better stability and uptime in the face of events that would otherwise take the system(s) down today.

Add Screen Recording: Screen recording would allow technical and operations staff to evaluate issues technical and operational issues on CAD. Often times recreating a technical issue can be elusive and having the ability to observe exactly what occurred will help streamline that process. Screen recording for 54 CAD workstations - \$46,950 includes licenses and the implementation.

Add CAD integration with Tyler: Integration of CAD data on the NICE platform would allow staff to search for and retrieve all phone, radio and text communications associated with an incident by utilizing CAD incident data. This will be a major help to both Records & Operation staff. \$20,000 implementation is for the NICE logger and we are estimating costs for Tyler of \$25,000.

First year maintenance: Maintenance costs were increased due to the additional applications under the new support agreement. \$49,705 for 110 channels.

Finance Committee reviewed and supports this action.

Recommended Motion:

Authorize an increase of Capital Fund 80-017 from \$150,000 to \$302,000 pending final purchasing and legal review.

Funding Source: Capital Fund 80



ACTION PROPOSAL FORM

Date: March 18, 2021

Action Title: Procurement Policy

Time Sensitivity: Normal

Background / Purpose:

Staff is recommending updates to the Procurement Policy, which was last updated in September 2019. The updates assist with providing guidance to staff. The changes include clarifications to the definitions and to provide guidance to staff. Summary of changes are as follows:

- Updated definitions including adding Electronic signatures and facsimile signatures and defined on call contracts.
- Change Orders – Added explanation that change order may be executed by the Executive Director or designee. Change orders that change the scope of the project and/or exceed budget require additional board action.
- Director Authority – Changed from \$15k to 25K for non-budgeted expenditures.
- Unit Price contracting - Added additional procurement options to have standing contracts ready for the expected but unplanned repairs that are foreseen events such as maintenance repairs. These contracts would be pre-negotiated with set prices for parts or labor. Contracts would be less than \$30,000 per year.
- Authority Matrix - Added this visual aid to encompass the procurement policy thresholds for our organization and simplify the understanding of our lengthy policy to help streamline our efficient processes.
- Sole Source Form - Updated to form to add a section for additional information called "Other explanations and steps taken" to help ensure the sole source expenditure is allowable and removed unnecessary Board approval reference, minutes and debarment at the bottom of the form.
- Clean-up and clarifications.

The Finance Committee has recommended the board approve the updates.

Recommendation/Motion:

Motion to approve updates to the Procurement policy as presented.

Funding Source: N/A

SUMMARY OF PREVIOUS PROCUREMENT POLICIES FOR REFERENCE

- A. Current policy approved by Board 09.19.19
- B. Last revision proposed to Finance Committee 08.04.20
- C. Updated format and revised policy 03.05.21

Basic changes from the last board approved policy:

Forms: Updated Emergency & Sole Source form to match policy definitions and update to new threshold. Emergency form had typo to correct and the Sole Source form needed another box to cover other reasons for SS and/or other steps taken to support the SS reasoning. Sole source approval is covered by policy in compliance with RCW 39.04.280.

Authority: Clarified Director's authorization and simplified the description. Basic change from \$15k prior threshold to \$25k for non-budgeted expenditures and documenting his authority to delegate signing contracts. The goal is not to restrict smaller contracts from unnecessary delays waiting for the next BOD meeting to ratify contract and begin the work.

Matrix: Added this visual aid to encompass the procurement policy thresholds for our organization and simplify the understanding of our lengthy policy to help streamline our efficient processes.

Unit-Price & On-Call Contracts: Added additional procurement options to have standing contracts ready for the expected but unplanned repairs that are foreseen events such as maintenance repairs. These contracts would be pre-negotiated with set prices for parts or labor.

Definitions: Added Electronic and Facsimile Signatures to document our acceptance of electronic signatures in this digital age and remote working environment. Also added Telecommunication definition to help explain what types of purchases are applicable for that procurement type and expanded the 'commercial reasonable means' definition to include services.

Formatting: Changed the numeration from Roman to Number references and added border headings to better identify sections. Resorted definitions and authority to be in alphabetic order for better use.

Specific list of changes in order from existing policy:

- Expanded "Commercially Reasonable Means" definition to include *services*
- Added Definitions: "Electronic Signature"; "Facsimile Signature"; "On-call contracts"; "Unit Price Contracts"; and "Telecommunications & Data Processing"
- Added "Change Orders" and "General Purchasing" to Purchasing Authority
- Increased Purchase Order threshold from \$250 to \$500.
- Expanded "Bid Exemption" to include Sole Source and reference form at Exhibit C.
- Public Works under \$350k – added bid instruction specifics for unit price contracts and referenced Responsible Bidder requirements to section 2.10.2 rather than duplicate the listed requirements.
- Public Works over \$350k – added "estimate per RCW" to project specifications
- Public Works Added RCW for unit price contracts and added term limits for unit price contracts
- Inserted authority matrix at the end of the policy for a visual aid
- Contract Authority – increased Executive Director's authority from \$15k to \$25k for non-budgeted expenditures.
- Exhibit B – Emergency Resolution had incorrect amount \$300k for PW threshold increased to \$350k
- Exhibit C – Sole Source form –added a 3rd "other" option for another answer to Question #4 and removed unnecessary Board approval reference, minutes and debarment at the bottom of the form.

PROCUREMENT POLICY AND PROCEDURE

Revised March 2021

1. PURPOSE

It is the purpose of this policy to provide guidelines for the purchase of goods and services by SNOHOMISH COUNTY 911 in order to maintain an accountable procurement process. As an agency created pursuant to the Washington State Interlocal Cooperation Act, the procurement process is based on the most restrictive statutory requirements applicable to the member agencies. It is also the purpose of this policy to allow for the flexible application of these guidelines for more efficient and cost effective purchases where their strict application would not be in SNOHOMISH COUNTY 911's best interest.

2. DEFINITIONS

- 2.1 *Bid Exemptions.* RCW 39.04.280 establishes specific exemptions from the statutory bidding requirements in the following limited situations: 1) Purchases that are clearly and legitimately limited to a single source of supply; 2) Purchases involving special facilities or market conditions; and, 3) Purchases and Public Works in the event of an emergency.
- 2.2 *Budget.* The formally adopted budget of SNOHOMISH COUNTY 911.
- 2.3 *Commercially Reasonable Means.* Any method of purchasing property, equipment, materials, supplies and services that insures SNOHOMISH COUNTY 911 and its members are getting the best deal possible. Examples could include negotiated, purchases, bidding procedures, obtaining multiple quotes, etc.
- 2.4 *Cooperative Purchase.* A Cooperative Purchase allows SNOHOMISH COUNTY 911 to comply with the statutory bid requirements by purchasing off of a bid that another municipal corporation has awarded or a purchase through a Purchasing Cooperative. Use of a Cooperative Purchase requires Cooperative Purchasing Agreement with the municipal corporation that is going to bid or has gone to bid and requires staff to obtain documentation that the purchasing agency complied with the bid laws applicable to the municipal corporation that went to bid.
- 2.5 *Cooperative Purchasing Agreement.* An Interlocal agreement substantially in the form of the Agreement attached as **Exhibit A** to this policy. The Governing Board delegates to the Executive Director the authority to sign Cooperative Purchasing Agreements.
- 2.6 *Electronic Signature (e-signature) – An electronic sound, symbol, or process attached to or logically associated with a contract and executed or adopted by a person with the intent to sign the record as authorized by SNOHOMISH COUNTY 911 Policy.*
- 2.7 *Emergency.* Unforeseen circumstances beyond the control of SNOHOMISH COUNTY 911 that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (RCW 39.04.280(3)).
- 2.8 *Facsimile Signature.* A handwritten signature that is copied or scanned from a document bearing an authorized original signature. A facsimile signature can be created

when a document is copied on a copy machine, when it is scanned, or when it is transmitted via email or fax machine.

2.9 Governing Board. The Governing Board of SNOHOMISH COUNTY 911 as established and operating under the SNOHOMISH COUNTY 911 Interlocal Agreement.

2.10 Lowest Responsible Bidder with Lowest Responsive Bid. A bidder that has submitted the **lowest** bid that is responsive to SNOHOMISH COUNTY 911's specifications, and is determined to be a Responsible Bidder and for:

2.10.1 Equipment, Materials and Supplies Purchases:

2.10.1.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has provided for best value criteria consideration then price may be considered along with the following best value criteria:

2.10.1.1.1 Whether the bid satisfies the needs of SNOHOMISH COUNTY 911 as specified in the solicitation documents;

2.10.1.1.2 Whether the bid encourages diverse contractor participation;

2.10.1.1.3 Whether the bid provides competitive pricing, economies, and efficiencies;

2.10.1.1.4 Whether the bid considers human health and environmental impacts;

2.10.1.1.5 Whether the bid appropriately weighs cost and non-cost considerations; and

2.10.1.1.6 Life-cycle cost.

2.10.1.1.7 Other relevant criteria established by SNOHOMISH COUNTY 911 as part of the product specifications.

2.10.2 Public Works Projects.

2.10.2.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has established "supplemental criteria" in accordance with **RCW 39.04.350** and the procedure set forth at Section 4.B.1.1.2.10 then price will need to be considered **along with** the supplemental criteria.

2.11 On-call contract. A contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.

2.12 Public Work. Means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of SNOHOMISH COUNTY 911, or which is by law a lien or charge on any property within SNOHOMISH COUNTY 911 (RCW 39.04.010).

2.13 Responsible Bidder. In determining whether the bidder is a responsible bidder, the agency must consider the following elements:

2.13.1 Equipment, Materials and Supplies Purchases

- 2.13.1.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- 2.13.1.2 The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 2.13.1.3 Whether the bidder can perform the contract within the time specified;
- 2.13.1.4 The quality of performance of previous contracts or services;
- 2.13.1.5 The previous and existing compliance by the bidder with laws relating to the contract or services; and
- 2.13.1.6 Such other information as may be secured having a bearing on the decision to award the contract.

2.13.2 Public Works Projects.

- 2.13.2.1 Contractor must have valid certificate of registration.
- 2.13.2.2 Contractor must have valid State UBI number.
- 2.13.2.3 Contractor must maintain workers compensation coverage and unemployment insurance coverage for all employees and maintain a state excise tax registration number.
- 2.13.2.4 Contractor cannot have been disqualified from bidding on any previous public works contract.
- 2.13.2.5 Contractor cannot have violated the state apprenticeship utilization requirements on any public works project during the one-year period prior to SNOHOMISH COUNTY 911's Project.
- 2.13.2.6 Contractor must certify that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
- 2.13.2.7 Contractor must certify that Contractor has complied with or is exempt from the public works training requirement set forth in RCW 39.04.350(1)(f).

2.14 Small Works Roster. A process authorized by RCW 39.04.155 that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of contractors available

to perform public works contracts. SNOHOMISH COUNTY 911 can establish and maintain its own roster or join a cooperative roster such as MRSC Rosters.

- 2.15 Telecommunications & Data Processing. Telecommunications are the means of electronic transmission of information over distances. The information may be in the form of voice telephone calls, data, text, images, or video. Today, telecommunications are used to organize more or less remote computer systems into telecommunications networks.
- 2.16 Unit Priced Contract. Competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the agency, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.
- 2.17 Vendor List. A process authorized by RCW 39.04.190 that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of vendors available to sell equipment and supplies to SNOHOMISH COUNTY 911. SNOHOMISH COUNTY 911 can establish and maintain its own roster or join a cooperative roster such as MRSC Rosters.

3. PURCHASING AUTHORITY

- 3.1 Change orders. Change Orders which fall within the approved scope, project budget, and project contingency may be executed by the Executive Director or his/her designee. Change orders which would change the scope of the project and/or exceed the Board approved project budget and approved project contingency would require additional Board action.
- 3.2 Emergency Purchases. In the event of an emergency, the Executive Director, or in the Executive Director's absence the Executive Director's designee, may approve a purchase outside of the budget if it is not feasible to obtain advance approval of the Governing Board. In such situations, the Board shall ratify the purchase at the earliest reasonable opportunity following the purchase.
- 3.3 Executive Director. The Executive Director, or designee shall have authority to make expenditures within the general budgetary limits adopted by the Board and as outlined in the Authority Matrix.
- 3.4 General Purchasing Authority: See Matrix at Section 5 of this policy.
- 3.5 Governing Board. The SNOHOMISH COUNTY 911 Governing Board shall approve an annual budget that authorizes specific and general expenditures within certain budgetary limits. The Board shall also review and approve all vouchers on at least a monthly basis.
- 3.6 Purchase Orders. Purchase Orders shall be prepared for all purchases exceeding \$500.00.
- 3.7 Purchases Made Using a Sole Source Bid Exemption. Purchases made using a Bid Exemption shall require a sole source justification form authorized by the Executive Director (see Exhibit C).

- 3.8 Staff Purchases. The routine re-ordering of materials, supplies and equipment, as defined and limited by the Executive Director or designee, may be made by staff members without requiring any additional advance approval.

4.A PROCEDURES

4.1 Purchase of Materials, Equipment and Supplies.

- 4.A.1 **Purchases Under \$7,500.** No statutory process requirements. Staff shall use Commercially Reasonable Means to make such purchases consistent with the following procedures.

- 4.A.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
- 4.A.1.2 Negotiate terms of purchase and obtain proper documentation to make purchase, i.e. purchase order or contract. Obtain legal counsel review if necessary.
- 4.A.1.3 Obtain appropriate authorization under Section 3.

- 4.A.2 **Purchases from \$7,500 to \$15,000.** Purchases must be made from SNOHOMISH COUNTY 911's Vendor List or through a Cooperative Purchase or Bid Exemption, if applicable. If purchase cannot be made through SNOHOMISH COUNTY 911's Vendor List, Cooperative Purchase or Bid Exemption, the purchase must be made through competitive bidding procedures as if purchase price exceeded \$15,000.

- 4.A.2.1 If purchase is made under a Cooperative Purchase approach the following procedures shall be used:
 - 4.A.2.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
 - 4.A.2.1.2 Verify that the purchaser complied with statutory public bidding laws **of the awarding agency** and obtain necessary approval from Executive Director or designee to make a cooperative purchase.
 - 4.A.2.1.3 Document that the product being purchased is the same as the product that the vendor bid. As a general rule there can be approximately a 10% variation in the specifications or price from product that was actually bid for the product to be considered the same product. Cosmetic variations such as paint color vehicle markings etc. are permitted variations.
 - 4.A.2.1.4 Complete all necessary applications and agreements to join the Purchasing Cooperative or enter into a Cooperative Purchasing Agreement if purchasing off of another municipal corporations bid.
 - 4.A.2.1.5 Collect all documents that demonstrate the Purchasing Cooperative or other municipal corporation went through a proper public bidding process for the product to be purchased. This documentation must be collected and maintained by SNOHOMISH COUNTY 911 until the time period in which the

product was purchased has been subject to Audit by the State Auditor.

4.A.2.1.6 Obtain appropriate authorization under Section 3.

4.A.2.1.7 Execute necessary purchase documents with vendor. Obtain legal counsel review if necessary.

4.A.2.2 If using a **Vendor List**, the following procedures shall be used.

4.A.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.2.2.2 Contact not less than three vendors on the applicable list and obtain written or telephone quotations for the purchase of the items.

4.A.2.2.3 A record of quotations received must be maintained for a period of three years and shall be open to public inspection and shall be available for telephone inquiries.

4.A.2.2.4 Identify the Responsible Bidders and select the Lowest Responsive Bidder based on the quotes received.

4.A.2.2.5 Obtain appropriate authorization under Section 3.

4.A.2.2.6 Execute necessary purchase documents. Obtain legal counsel review if necessary.

4.A.2.3 If the Purchase is made using a **Sole Source Bid Exemption** the following procedures shall be used:

4.A.2.3.1 The easiest way to determine whether a vendor is a sole source provider is to ask the following question. If we go out for public bidding for the product we want, is there any possibility we will receive more than one bid. If the answer is yes, this is not a sole source purchase and SNOHOMISH COUNTY 911 will need to proceed with a competitive bidding process.

4.A.2.3.2 Obtain documentation that the vendor is the sole source. Generally the product manufacturer will provide a letter documenting that a vendor is the sole source to purchase the product.

4.A.2.3.3 Complete the Sole Source Justification Form to identify why the selected vendor is the sole source.

4.A.2.4 If the Purchase is made using a **Special Facilities/Market Conditions Bid Exemption** the following procedures shall be used.

4.A.2.4.1 This exemption is similar to the sole source exemption and is often used in conjunction with the sole source exemption. The

exemption can be used for unique circumstances that would preclude SNOHOMISH COUNTY 911 from obtaining multiple bids for a product. For example, the purchase of a used vehicle or a demo vehicle that is only available for a limited time period can fit within this exemption.

4.A.2.4.2 Obtain or create documentation that establishes what the special facility or market condition is that requires the use of a bid exemption.

4.A.2.5 If the purchase is made using an **Emergency Bid Exemption** the following procedures shall be used.

4.A.2.5.1 Emergency purchases are allowed only when there is a true Emergency meeting the definition set forth in this policy.

4.A.2.5.2 Negotiate terms of purchase using Commercially Reasonable Means.

4.A.2.5.3 The Board will review and take necessary action at the next Board Meeting

4.A.2.5.4 Draft Resolution substantially in the form of **Exhibit B** that includes the following information.

4.A.2.5.4.1 Identify the basis for the Emergency that addresses the elements set forth in the definition of Emergency.

4.A.2.5.4.2 Authorize the waiving of the competitive bid process and authorize the purchase.

4.A.3 **Purchases over \$15,000.** Formal sealed bidding procedure must be used unless purchase can be made through a Cooperative Purchase or Bid Exemption.

4.A.3.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1

4.A.3.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.

4.A.3.3 If purchase is made through formal sealed bidding the following procedures shall be used.

4.A.3.3.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.3.3.2 Obtain appropriate authorization under Section 3.

4.A.3.3.3 Prepare Product specifications. Product specifications may be drafted broadly or narrowly depending on the needs of

SNOHOMISH COUNTY 911. The bid laws require an open competitive process for the product but the bid laws do not require SNOHOMISH COUNTY 911 to go out to bid with general specifications that could result in bids for a product that does not meet SNOHOMISH COUNTY 911s needs.

- 4.A.3.3.4 Prepare Instructions to Bidders specific to the product being purchased. The Instructions to Bidders are your opportunity not only to define the product you want to purchase but the terms and conditions that you want to make the purchase under. Legal counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.
 - 4.A.3.3.4.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
 - 4.A.3.3.4.2 Identification of product and product specifications.
 - 4.A.3.3.4.3 Identification of where bids should be submitted, bid opening time, bid award time frame.
 - 4.A.3.3.4.4 Financing terms (if any).
 - 4.A.3.3.4.5 Delivery date for product.
 - 4.A.3.3.4.6 Liquidated damages.
 - 4.A.3.3.4.7 Warranty requirements.
 - 4.A.3.3.4.8 Contract form.
 - 4.A.3.3.4.9 Evaluation and bid award criteria based on Responsible Bidder and Lowest Responsive /Responsible Bidder criteria.
- 4.A.3.3.5 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.
- 4.A.3.3.6 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.
- 4.A.3.3.7 Identify Responsible Bidders and award bid to Lowest Responsive/Responsible Bidder **with Responsive Bid.**
- 4.A.3.3.8 Execute contract.

4.B Public Works

4.B.1 **Public Works Projects under \$350,000.** SNOHOMISH COUNTY 911 may establish and use a Small Works Roster, a formal sealed bidding process or in an Emergency may use the Emergency Bid Exemption.

4.B.1.1 If using a Small Works Roster, the following procedures shall be used.

4.B.1.1.1 Identify the need for the project and determine whether the project is included in the Budget.

4.B.1.1.2 Develop specifications for project that will allow contractors to provide comparable bids and that establish basic requirements such as Prevailing Wage requirement, contractor registration requirements, contract requirements and warranty requirements. Specifications under the small works roster, in contrast to a sealed bid process, may be more general to allow contractors some flexibility in providing design suggestions and cost savings approaches. The more general the specification, however, the more difficult it may become to identify the Lowest Responsive Bidder and the more critical it becomes to identify the criteria that will be used to select the Lowest Responsive Bidder. If soliciting unit price contract with an estimated cost of \$30,000 or less per year, the invitation for bid must include estimated quantities of the anticipated types of work or trades and specify how the agency will issue or release work orders. In addition, the specifications should include the following elements:

4.B.1.1.2.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.

4.B.1.1.2.2 Identification of where bids should be submitted and bid award time frame.

4.B.1.1.2.3 Payment terms (if any).

4.B.1.1.2.4 Time frame for project and completion dates.

4.B.1.1.2.5 Liquidated damages.

4.B.1.1.2.6 Warranty requirements.

4.B.1.1.2.7 Contract Forms (including a properly drafted contract form will incorporate the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.). Unit priced contract initial term may not exceed one year, with the option to extend or renew the contract for one additional year.

- 4.B.1.1.2.8 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
- 4.B.1.1.2.9 The mandatory Responsible Bidder requirements set forth at Section 2.10.2
- 4.B.1.1.2.10 SNOHOMISH COUNTY 911 may also include “supplemental criteria” that can be used to identify the Lowest Responsible Bidder. Such criteria must at a minimum include the following
 - 4.B.1.1.2.10.1 The basis for evaluating the specified criteria.
 - 4.B.1.1.2.10.2 An appeal process that allows a bidder to challenge the process and the timeframe in which appeals will be allowed.
 - 4.B.1.1.2.10.3 A process for allowing bidders to request a modification of the supplemental criteria.
- 4.B.1.1.3 For projects under \$50,000, contact not less than three contractors on the small works roster and obtain written quotations based on the project specifications.
- 4.B.1.1.4 For projects over \$50,000, contact at least five contractors on the small works roster and obtain written quotations based on the project specifications. If the estimated project cost exceeds \$250,000 you must also give notice to all eligible contractors that **this process was followed.**
- 4.B.1.1.5 A record of quotations received must be maintained for a period of three years and shall be open to public inspection and shall be available for telephone inquiries.
- 4.B.1.1.6 Identify the Responsible Bidders and select the Lowest Responsible Bidder **with a responsive bid** based on the quotes received.
- 4.B.1.1.7 Obtain appropriate authorization under Section 3.
- 4.B.1.1.8 Execute necessary purchase documents. Obtain legal counsel review if necessary.
- 4.B.1.2 If using a formal sealed bidding process follow the procedures outlined Section 4.B.2.
- 4.B.1.3 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.

4.B.2 **Public Works Projects over \$350,000.** Formal sealed bidding shall be used except in case of an Emergency.

4.B.2.1 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.

4.B.2.2 If purchase is made through formal sealed bidding the following procedures shall be used.

4.B.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.B.2.2.2 Obtain appropriate authorization under Section 3.

4.B.2.2.3 Prepare project specifications including estimate per RCW 39.04.020.

4.B.2.2.4 Prepare Instructions to Bidders specific to the Project. The Instructions to Bidders are your opportunity to define the terms and conditions for the Project. Legal counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.

4.B.2.2.4.1 Identification of project specifications.

4.B.2.2.4.2 Identification of where bids should be submitted, bid opening time, bid award time frame.

4.B.2.2.4.3 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.

4.B.2.2.4.4 Payment terms (if any).

4.B.2.2.4.5 Time frame for project and completion dates.

4.B.2.2.4.6 Liquidated damages.

4.B.2.2.4.7 Warranty requirements.

4.B.2.2.4.8 Contract Forms (including a properly drafted contract form will incorporate into the Instructions to Bidders the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.).

- 4.B.2.2.4.9 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
- 4.B.2.2.4.10 The Responsible Bidder requirements set forth at Section 2.10.2.
- 4.B.2.2.4.11 The Instructions to Bidders may also include “supplemental criteria” as provided under Section 4.B.1.1.2.10
 - 4.B.2.2.4.11.1 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.
 - 4.B.2.2.4.11.2 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.
 - 4.B.2.2.4.11.3 Identify Responsible Bidders and award bid to Lowest Responsible Bidder with responsive bid.
 - 4.B.2.2.4.11.4 Execute contract.

4.B.3 Unit Priced Contracts may be bid under the small works roster or sealed competitive bidding procedures for projects that are not expected to exceed **\$30,000** per year subject to the following requirements.

- 4.B.3.1 Unit Priced Contracts must be executed for an initial contract term not to exceed one year, with the option of extending or renewing the unit priced contract for one additional year.
- 4.B.3.2 Invitations for unit price bids must include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, the process for issuing or releasing work assignments, work orders, or task authorizations for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor.
- 4.B.3.3 Unit Priced Contracts must be awarded to the Lowest Responsible Bidder. Whenever possible, at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section should be obtained.
- 4.B.3.4 Prevailing wages shall be paid for all work performed pursuant to each work order at the prevailing wage rates in effect at the beginning date for each contract year. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

4.C Services – Architect and Engineer

4.C.1 SNOHOMISH COUNTY 911 shall use the Request For Qualifications “RFQ” process established under chapter 39.80 RCW prior to retaining the services of architects and engineers or an Emergency exception.

4.C.1.1 If using an emergency exemption follow the procedures outlined under Section 4.A.2.5.

4.C.1.2 If using the RFQ process, the following procedures shall be used:

4.C.1.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.C.1.2.2 Obtain appropriate authorization under Section 3.

4.C.1.2.3 Preparation of a “RFQ” that includes the following elements.

4.C.1.2.3.1 Identification of whether services are being requested for general services or a specific project.

4.C.1.2.3.2 Selection Criteria. The selection criteria are discretionary with SNOHOMISH COUNTY 911. However, price cannot be included as part of the criteria.

4.C.1.2.3.3 Name and address of SNOHOMISH COUNTY 911 representative responsible for managing the RFQ process.

4.C.1.2.3.4 Identification of where RFQs should be submitted, RFQ award time frame.

4.C.1.2.3.5 Reservation of SNOHOMISH COUNTY 911’s right to waive irregularities or to reject all RFQs.

4.C.1.2.4 Publish RFQ advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the RFQ submittal date.

4.C.1.2.5 Evaluate and rank architects and engineers using the selection criteria.

4.C.1.2.6 Notify top ranked architect and engineer and negotiate pricing and contract terms.

4.C.1.2.7 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next ranked architect or engineer.

4.C.1.2.8 Enter into contract.

4.D Services – Telecommunications and Data Processing.

- 4.D.1 If the purchase cannot be made through a Designated Purchasing Cooperative, Cooperative Purchase or Bid Exemption SNOHOMISH COUNTY 911 shall use the competitive negotiation procedures established under RCW 39.04.270 when purchasing telecommunication and data processing services.
 - 4.D.1.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1.
 - 4.D.1.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.
 - 4.D.1.3 If the purchase is made using the competitive negotiation process the following procedure shall be used:
 - 4.D.1.3.1 Preparation of a Request For Proposals “RFP” that includes the following elements.
 - 4.D.1.3.1.1 General specifications for SNOHOMISH COUNTY 911’s telecommunication/data processing needs.
 - 4.D.1.3.1.2 Selection Criteria. The selection criteria are discretionary with SNOHOMISH COUNTY 911. Price can be included in the criteria but selection does not have to be based on low bidder.
 - 4.D.1.3.1.3 Name and address of SNOHOMISH COUNTY 911 representative responsible for managing the RFP process.
 - 4.D.1.3.1.4 Identification of where RFPs should be submitted, RFP award time frame.
 - 4.D.1.3.1.5 Reservation of SNOHOMISH COUNTY 911’s right to waive irregularities or to reject all RFPs.
 - 4.D.1.3.1.6 Publish RFP advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the RFP submittal date.
 - 4.D.1.3.1.7 Evaluate and rank proposals using the selection criteria.
 - 4.D.1.3.1.8 Notify top ranked vendor and negotiate contract terms.
 - 4.D.1.3.1.9 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next proposal.
 - 4.D.1.3.1.10 Enter into contract.

4.E Services – Other

4.E.1 No statutory procedures required. SNOHOMISH COUNTY 911 staff shall use Commercially Reasonable Means to identify and contract with service providers.

5. AUTHORITY MATRIX:

Type	Expected TOTAL cost includes tax	Signature Needed	Procurement Procedure
Goods (Not PW)	Under \$7,500	Executive Director or Designee	Commercially Reasonable Means
	\$7,500 - \$15,000	Executive Director or Designee	Vendor List or Coop Purchase
	Over \$15,000	Executive Director or Designee	Formal Sealed bid; Cooperative Purchase or Bid Exemption;
	Non-budgeted over \$15,000	Board of Directors	
Public Works (PW)	Up to \$50,000	Executive Director or Designee	Small Works Roster Limited PW process -can waive bond & retainage
	\$50,000 - \$350,000	Executive Director or Designee	SWR + bond - can waive retainage
	Over \$350,000 or Non-budgeted over \$25,000	Board of Directors	Formal Sealed Bid
Arch & Eng.	Budgeted	Executive Director or Designee	Formal RFQ or Emergency Bid Exemption
	Non-budgeted over \$25,000	Board of Directors	
Services	Budgeted Telecommunications & Data Processing	Executive Director or Designee	Designated Purchasing Cooperative or Cooperative Purchase; Competitive Negotiation or Bid Exemption
	Non-budgeted TC & DP Services over \$25,000	Board of Directors	
	Budgeted Professional Services	Executive Director or Designee	Commercial Reasonable Means
	Non-budgeted Professional Services over \$25,000	Board of Directors	

EXHIBIT A COOPERATIVE PURCHASE CONTRACT FORM

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. The Bid proposal accepted shall permit and shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase under the bid proposal."
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.

EXHIBIT A
COOPERATIVE PURCHASE CONTRACT FORM

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.

EXHIBIT B
EMERGENCY PROCUREMENT FORM

SNOHOMISH COUNTY 911
RESOLUTION 20XX-XX

A Resolution identifying an emergency, authorize the waiving of
the competitive procurement process, and ratifying the purchase

WHEREAS, on XX, 20XX Snohomish County 911 (“SNO911”) discovered *provide sufficient details to describe the emergency event or situation* For purposes of this Resolution, this event is hereinafter referred to as “the Emergency”; and

WHEREAS, the Emergency presented a real, immediate threat to the [proper performance of the essential functions of SNO911] and/or [would likely have resulted in material loss or damage to property if immediate action was not taken] because *provide sufficient details to describe the threat*; and

WHEREAS, as a result of the Emergency, SNO911 staff purchased XXX in an amount of \$XXX utilizing the Emergency Exemption as described in SNO911’s Procurement Policy and Procedure; and

WHEREAS, SNO911’s Procurement Policy and Procedure requires the Board of Directors of Snohomish County 911 (“Board”) to, by resolution, identify the basis for the Emergency and authorize the waiving of the usage of the small works roster or formal sealed bidding process for public works projects under **\$350,000**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SNOHOMISH COUNTY 911, as follows:

1. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and presented a real, immediate threat to the proper performance of essential functions of SNO911.
2. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and would likely have resulted in material loss or damage to property if immediate action was not taken.
3. The Board authorizes the waiving of the competitive procurement process required by the SNO911 Procurement Policy and Procedure and ratifies the above-described purchase.

Adopted by the Snohomish County 911 Board of Directors on the XX day of XXX, 20XX.

Attest: This XX day of XXX, 20XX:

President

Secretary

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

SOLE SOURCE JUSTIFICATION

Item: _____

Requested Supplier/Vendor:

Cost Estimate: _____

Prior Purchases Order Number (if item had been approved previously): _____

1. Description of the equipment/service and its function:

2. This is a sole source* because:

- ☐ sole provider of a licensed or patented good or service
- ☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the SNOHOMISH COUNTY 911 has established a standard**
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to SNOHOMISH COUNTY 911(attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? (Specifics)

4. What steps were taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)
- ☐ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).
- ☐ Other explanations and steps taken

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which SNOHOMISH COUNTY 911 has established a standard by designating a brand or manufacturer or by preapproving via a testing shall be competitively bid if there is more than one vendor of the item.

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

The recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SNOHOMISH COUNTY 911. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. Refer to the attached sole source justification to the attached review of available products/services.

Requestor _____ Signature _____ Date	SNOHOMISH COUNTY 911 Director _____ Signature _____ Date
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Removed Board approval date and minutes attached
Removed Debarment (EPLS) verification



ACTION PROPOSAL FORM

Date: 3/9/2021

Action Title: RRP: New Site License for North Stanwood

Time Sensitivity: Normal

Background / Purpose:

The scope of the RRP contains a new site location to improve coverage in the Stanwood area which we have named "North Stanwood". This site not only improves the coverage in the northern part of the County, but also will house the geo-redundant simulcast prime site equipment for greater geographic diversity should a catastrophe happen at our "Firetrail" site.

This license is with a commercial provider, therefore our traditional ways of saving rent costs through co-location with our agency partners does not apply. As such, the rental rates are more on par with our other commercial sites such as Clinton (~\$101,940.00 per year, land & tower), Camano Island (escalating to ~\$47,000.00 tower only), and Apple Cove (~\$31,044 tower only).

This lease has an initial term of five years, a total life-span of up to 25 years, and has an annual escalator of 3% per year. The combined fees add up to \$48,600.00 per year and there is a one-time siting fee payable upon execution of \$2,000. This is for both tower space as well as a ground lease.

This work will be funded by the RRP through 2023 at which time it will be included in the agency's operating budget.

Finance Committee reviewed, provided feedback and supports moving forward with this lease.

Recommendation/Motion:

Authorize the Executive Director to execute the site license agreement with Crown Castle for the North Stanwood site pending final legal review.

Funding Source: RRP Fund 130



Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

SITE LICENSE AGREEMENT
(FOR INSTALLATION BY A GOVERNMENT LICENSEE ON A TOWER SITE)

This **Site License Agreement** ("SLA") is made and entered into as of this _____ day of _____, (the "**SLA Date**"), by and between Snohomish County 911, a Washington corporation ("**Licensee**"), and GoldenState Towers, LLC, a Delaware limited liability company ("**Licensor**"), with respect to Licensee's use of certain Licensed Space at the following site (the "**Site**") in connection with the following order (the "**Order**"):

Site and Order Identifiers:
Crown Castle BU#: 873603
Licensee Site ID: N/A
Order #: 505737

General Terms and Conditions Information:
Version ID: 2254860
Version Date: August 7, 2020
Licensee Approval Date: TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

- 1. INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites) referenced above (the "**General Terms and Conditions**"), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions.
- 2. EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order and as set forth in the Tower Level Drawing, copies of said Order and Tower Level Drawing are attached hereto as **Exhibit A**. Such License is subject to the Installation Standards and the Building Rules (if applicable).
- 3. LICENSED SPACE:** The Equipment shall be contained only within the Licensed Space, which consists of those certain locations designated for the placement of Equipment on the tower, on the ground, within an existing building, and/or on the rooftop, as described in the Order and Tower Level Drawing and, if applicable, as shown in the Site Plan attached hereto as **Exhibit B**. For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
- 4. SLA TERM:** The following items shall be used to define the SLA Term of this SLA:
 - (a) "**Term Commencement Date**": Upon full execution of this SLA
 - (b) Duration of Initial SLA Term: 5 years
 - (c) Number of Renewal SLA Terms: 4
 - (d) Duration of Renewal SLA Terms: 5 years
 - (e) Required minimum number of days written notice not to renew: 120 days prior to Current Term Expiration Date.

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
Revised on: 2/11/2021
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 3
LRF Rev #: 1
MLA #: 2254860





Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

5. BASIC PAYMENT:

- (a) **"Basic Payment Commencement Date":** The earlier of: i) the first (1st) day of the month following the commencement of the installation of Licensee's Equipment at the Site, or ii) the first (1st) day of the month following the day that is one hundred twenty (120) days after Term Commencement Date
- (b) **Basic Payment:** Three Thousand and 00/100 Dollars (\$3,000.00) per month
- (c) **Recurring Escalation:** 3% per year, beginning on the first anniversary of the Term Commencement Date
- (d) **Payee:** GoldenState Towers, LLC
- (e) **Payee Address:** PO Box 404261, Atlanta, GA 30384-4261
- (f) Licensee shall include the Crown Castle BU# 873603 on or with each payment of the Basic Payment.

6. OTHER PAYMENTS:

- (a) Up-Front Co-Location Fee: \$2,000.00, which amount covers each cost indicated by an "X" in the applicable checkbox below:
 - ☒ Crown Castle's submittal or evaluation of the Order
 - ☒ Performance of a Structural Analysis
 - ☒ Crown Castle's inspection of Work not performed by Crown Castle
- (b) **Reimbursement Payment:** Beginning on the date of the commencement of the recurring rent, lease payment, license fee or other similar fee payable under the SLA as set forth herein, Licensee shall pay to Licensor One Thousand Fifty and 00/100 Dollars (\$1,050.00) per month (the "Reimbursement Payment") in addition to and concurrently with the recurring rent, lease payment, license fee or other similar fee payable under the SLA. Said Reimbursement Payment is to reimburse Licensor for certain payments ("Additional Lease Payments") that it is required to pay pursuant to the real property lease or other instrument from which its rights in the site are derived (the "Real Property Lease"), as a result of the rights granted to Licensee herein. Said Reimbursement Payment shall be adjusted in the same manner as, and simultaneously with, the periodic adjustments to the recurring rent, lease payment, license fee or other similar fee payable under the SLA.

7. NOTICE ADDRESSES:

<u>Licensee's Address for Notices:</u>	<u>Licensor's Address for Notices:</u>
Snohomish County 911 1121 SE Everett Mall Way 200 Everett, WA 98208 Telephone: (425) 407-3911	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

- 8. **PRIME LEASE OR DEED:** A redacted copy of the Prime Lease or Deed is available to Licensee upon request or through Licensor's online database. Licensee acknowledges that, in accordance with the General Terms and Conditions, Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site.

9. ADDITIONAL PROVISIONS (IF APPLICABLE):

[Signatures to immediately follow.]

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
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CROWN CASTLE STANDARD SIMPLIFIED SLA

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Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

GoldenState Towers, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

Snohomish County 911,
a Washington corporation

By: _____

Name: _____

Title: _____

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
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CROWN CASTLE STANDARD SIMPLIFIED SLA

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Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

STATE OF _____ :
: SS
COUNTY OF _____ :

ACKNOWLEDGMENT OF LICENSOR

On this _____ day of _____, 20____, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of GoldenState Towers, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his/her free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
Revised on: 2/11/2021
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 3
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Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

STATE OF _____ :
: SS
COUNTY OF _____ :

ACKNOWLEDGMENT OF LICENSEE

On this _____ day of _____, 20____, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of Snohomish County 911, a Washington corporation, and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his/her free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
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App Rev #: 3
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GENERAL TERMS AND CONDITIONS

(for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites)

Version ID: 2254860

Version Date: August 7, 2020

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into any Site License Agreement that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted, as used in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

1. DEFINITIONS

The following terms as used in these General Terms and Conditions are defined as follows:

“**Basic Payment**” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“**Basic Payment Commencement Date**” shall have the meaning ascribed to it in the SLA.

“**Building**” means the building or structure on which the Site (or a portion thereof) is located, if applicable.

“**Building Rules**” means, if any, the rules and regulations issued by the owner of the Building, if applicable.

“**Building Use Fees**” means, with respect to any Building, any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any Government Entity with respect to Licensee’s installation and operation of Equipment on, or Licensee’s access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

“**Closeout Documentation**” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“**Crown Castle**” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.4 below.

“**Deed**” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“**Equipment**” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“**Event of Default**” means any material breach of the SLA or these General Terms and Conditions for which no cure period applies, or any other breach of the SLA or these General Terms

and Conditions that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“**FAA**” means the Federal Aviation Administration.

“**FCC**” means the Federal Communications Commission.

“**Government Entity**” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“**Grantor**” means the grantor named in the Deed, if applicable.

“**Initial SLA Term**” means the initial term of the SLA that commences on the Term Commencement Date and continues for the duration specified in the SLA.

“**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.1 below.

“**Intermodulation Study**” means a study to determine whether an RF interference problem may arise.

“**Landlord**” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“**Laws**” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“**Licensed Equipment**” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Licensed Space**” means that portion of the Site that is licensed to Licensee hereunder, which may include space at an elevation on the tower or Building used by other licensees.

“**Licensee**” means the party named as “Licensee” in the SLA and its successors-in-interest.

“**Licensor**” means the party named as “Licensor” in the SLA and its successors-in-interest.

“**Modification**” means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any



change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower or rooftop with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not by itself constitute a "Modification", provided that such replacement does not negatively affect the tower's or rooftop's loading capacity, as determined by Licensor.

"NTP" means a written notice to proceed.

"Order" means the order form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space. The approved Order for Licensee's initial permitted Equipment at the Site is referred to in the SLA.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

"Renewal SLA Term" means each renewal term of the SLA that commences upon the expiration of the immediately preceding term and continues for the duration specified in the SLA.

"RF" means radio frequency.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

"Site" means the property referred to in the SLA, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Site Plan" means the site plan or site sketch attached to the SLA.

"SLA" means the Site License Agreement into which these General Terms and Conditions are incorporated by reference.

"SLA Term" means the term of the SLA, inclusive of the Initial SLA Term and the Renewal SLA Term(s).

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the

tower or rooftop are sufficient to accommodate the proposed tower-mounted or rooftop-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term Commencement Date" shall have the meaning ascribed to it in the SLA.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Up-Front Co-Location Fee" means, with respect to Licensee's initial installation on the Site, the fee payable by Licensee to Licensor in the amount specified in the SLA to defray Licensor's costs associated with those certain items covered by the Up-Front Co-Location Fee as set forth in the SLA, which covered items may include any or all of the following: (a) Crown Castle's submittal or evaluation of the Order, (b) the performance of a Structural Analysis with respect to Licensee's proposed tower-mounted or rooftop-mounted Equipment described in the Order, and/or (c) Crown Castle's inspection of any Work not performed by Crown Castle, if applicable, in relation to the Order. For the avoidance of doubt, the Up-Front Co-Location Fee does not cover the cost of any structural or Site modifications that may be required to accommodate Licensee's Equipment on the Site, or any expenses related to any Modification to Licensee's Equipment or Licensed Space.

"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.4 below.

2. LICENSE, EQUIPMENT, LICENSED SPACE, MODIFICATIONS, NOTICE TO PROCEED, ACCEPTANCE OF SITE

2.1 License to Install, Operate and Maintain the Equipment. Pursuant and subject to the SLA and these General Terms and Conditions, Licensor grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order referenced in the SLA and as shown in the Site Plan attached to the SLA. Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order and the Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards, changes in applicable wind codes, and, with respect to any tower-mounted Equipment that is not installed within one hundred eighty (180) days following commencement of installation of the Equipment on the Site, submission of a new Order by Licensee and available capacity as determined by Licensor. If the SLA is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site.

2.2 Application for Modifications. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor.



Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA, and the subject Order shall be incorporated into said amendment. Any Modification, or change in Licensee's use of the Licensed Space, as approved in the SLA, may entitle Licensor to additional compensation. Licensor is not obligated to approve Orders for Modifications.

2.3 NTP Required for Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until (a) an NTP pertaining to such installation or Modification has been issued by Licensor, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance (e.g., Licensee's payment of the subject Up-Front Co-Location Fee specified in the SLA), and (b) such NTP has been fully-executed in accordance with Licensor's NTP process. With respect to Licensee's Initial Installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of the SLA, either party shall have the right to terminate the SLA upon written notice to the other party; provided, however, the foregoing right to terminate the SLA shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.4 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, such Work shall be performed upon terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

2.5 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.4 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work.

2.6 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches the SLA or these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of the SLA or these General Terms and Conditions: (a) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus any costs incurred to assess the impact of the unauthorized installation or Modification; (b) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (c) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification.

2.7 Acceptance of Licensed Space and Site. By executing and delivering the SLA, Licensee: (a) accepts the Licensed Space, Site and Building (if any), including any improvements located thereon, in their "AS IS, WHERE IS" condition, and as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; and (b) waives any claims against Licensor related to defects in the Licensed Space, Site or Building (if any), including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES, EMERGENCY SITUATIONS

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor's utility easement; if any, on a 24 hour per day, 7 day per week basis, for the purposes of maintaining, operating and repairing the Equipment (but not for the purpose of making any unauthorized Modification), together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensee acknowledges that the foregoing access rights are subject to any restrictions identified in the underlying real estate interests related to the Site, including, but not limited to, any restrictions identified in the Prime Lease or Building Rules (if any) and subject to and limited by the terms of any underlying easement held by Licensor. Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Site.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access to the Site shall be limited to contractors approved by Licensor or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is using appropriate fall prevention protection. In furtherance of and not in limitation of the foregoing, any contractor of Licensee ascending or descending a tower shall be properly trained and securely attached to the tower by means of an OSHA-approved device and shall comply with OSHA regulations. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on Site access are material terms of the SLA and these General Terms and Conditions.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person. If Licensor's Network Operations Center informs Licensee of an existing condition that must be eliminated before Licensee may access the Site or tower, then Licensee may not access the Site or tower, as the case may be, unless and until such condition is eliminated and Licensee is subsequently informed of same.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified in the Order, at the power levels specified in the Order. Licensee shall comply with all permits, directives, Laws, the Installation Standards and the Building Rules (if any).

3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (a) require that it be named as co-applicant on any such zoning application or amendment or (b) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site, Building or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 Utilities. Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable and Licensor is providing electricity to Licensee, Licensee shall pay a share of Licensor's electricity costs as reasonably allocated by Licensor. Except as may be otherwise agreed to by Licensor in a separate active written agreement, Licensor shall not be responsible or liable for any disruption or unavailability of any utility at the Site.

3.8 Emergency Situations. If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of Licensee's Equipment shall cause substantial risk to human health or property damage as determined by Landlord

or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

4. SLA TERM

4.1 Initial SLA Term. The Initial SLA Term shall commence on the Term Commencement Date set forth in the SLA and continue for the duration set forth in the SLA.

4.2 Automatic Term Renewal. Following the Initial SLA Term, the SLA Term shall automatically extend for the number and duration of Renewal SLA Terms set forth in the SLA, unless Licensee provides Licensor with the required advance written notice of its election not to renew the SLA Term as set forth in the SLA.

4.3 SLA Term Subject to Prime Lease. Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of the SLA, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the SLA Term shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION, ASSESSMENTS

5.1 Basic Payment. Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA, subject to adjustment in accordance with Section 5.2 below (the "**Basic Payment**"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

5.2 Adjustments to Basic Payment. The Basic Payment shall be increased on the first escalation date identified in the SLA and every anniversary of such date thereafter by the percentage amount identified in the SLA. Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

5.3 Taxes, Fees and Assessments, Building Use Fees. Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. With respect to Sites located on Buildings, Licensee shall also be solely responsible for any Building Use Fees and shall pay all Building Use Fees if and when due.

6. INTERFERENCE

6.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

6.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, all other terms of the SLA and these General Terms and Conditions shall continue to apply to such

Unlicensed Equipment as relocated and the SLA shall be amended to reflect such relocation.

6.4 Interference to Building Users. If the Site is located on a Building, (a) the operation of Licensee's Equipment shall not interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants; (b) Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations; and (c) Licensee shall indemnify and hold Landlord and Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from interference caused by Licensee to Landlord or its tenants in the Building.

7. LICENSOR'S RIGHT TO CHANGE LOCATION OF EQUIPMENT

Licensor shall have the right, at Licensor's sole cost and expense, to change the location of the Equipment on the Site (including relocation of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section 7, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site, the Building (if any) and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INDEMNIFICATION

Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of (a) Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site, (b) the use of any hazardous materials on the Site by Licensee or persons acting under Licensee, or (c) the existence of any hazardous materials on the Site caused by Licensee or persons acting under Licensee.

11. INSURANCE

11.1 **General.** Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

11.2 **Minimum Limits.** At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$5,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

11.3 **Increases to and Application of Limits.** Licensor reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Licensor shall exercise such right by providing written notice thereof to Licensee, in which event Licensee shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Licensee maintains insurance with limits higher than the minimum limits required by this Section 11, then such higher limits shall apply as to comply with the limits required by this Section 11. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

10.4 **Policies and Certificates.** All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensor, Landlord (as applicable) and Licensor's manager (as applicable). Licensee shall provide

certificates of insurance evidencing said coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

11.5 **Self-Insurance.** Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

12. CASUALTY, CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, and the Site is not repaired or restored within ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, or within one hundred and eighty (180) days from date of destruction, if the Site is destroyed, and the damage or destruction effectively precludes Licensee's use of the Site as authorized under the applicable SLA, then either party may, at its option, terminate the SLA without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and (b) the aforementioned contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty for the purposes of the SLA.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

13.1 **Events of Default.** Each of the following shall constitute an Event of Default hereunder: (a) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.4 above; (c) Licensee's breach of these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.6 above; (d) Licensee's violation of the Site or tower access limitations in Section 3 above; (e) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2



above; and (f) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure

13.2 Remedies In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth in Section 19.3 below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law.

13.3 Waiver of Consequential Damages. Except as otherwise provided in Section 2.6 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Order attached to the SLA or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW

The Laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern the SLA inclusive of these General Terms and Conditions.

16. ASSIGNMENT, SUBLEASE, SHARING

This SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in the SLA inclusive of these Terms and Conditions either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall

be given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the notice addresses set forth in the SLA. Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed for the Site, a redacted copy of which is available to Licensee upon request or through Licensor's online database. Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site, and Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. If the Site is located on a Building, Landlord may require that a rooftop antenna stealthing or screening system be installed to conceal Licensee's Equipment, in which event such rooftop antenna stealthing or screening system, if applicable, will be installed at Licensee's sole cost and expense and shall become a fixture of the Building and shall be deemed personal property of Landlord.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, the SLA shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate the SLA by providing written notice of such termination to the defaulting party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate the SLA pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under these General Terms and Conditions.

20. NO WAIVER

No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of the SLA or these General Terms and Conditions or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the

foregoing, either party may disclose the terms of the SLA or these General Terms and Conditions to any of its affiliated entities, and Licensor may disclose the terms of the SLA or these General Terms and Conditions (or relevant portions thereof) to (a) Landlord, if a Prime Lease applies to the Site, (b) the manager of the Building (if applicable), (c) any of Licensor's lenders or creditors, or (d) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMEN

22.1 Defined Terms. The following terms as used in this Section 22 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

22.2 Subordination. Subject to Section 22.3, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to: (a) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (b) any and all advances to be made thereunder; and (c) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of the SLA.

22.3 Non-Disturbance. The subordination described in Section 22.2 is conditioned upon the agreement by Lender that, so long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.4 Liability of Parties. Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one

another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

22.5 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of the SLA, then:

- (a) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (b) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (i) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of the SLA,
 - (ii) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of the SLA, and
 - (iii) to the extent allowed by law, Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender



obligations or timely surrender of the Licensed Space;
and

- (c) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

- (i) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (ii) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under the SLA, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (iii) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.



Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

**EXHIBIT A
to Site License Agreement**

**ORDER AND
TOWER LEVEL DRAWING**

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
Revised on: 2/11/2021
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 3
LRF Rev #: 1
MLA #: 2254860





Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
505737	Emily Greene	Oct 10 2019	591286	3

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
873603	A	170.0	Pilchuck Creek
Crown Castle District	County		
SEA	Snohomish		
Latitude	Longitude	Structure Type	Site Address
48° 17' 19.89"	-122° 13' 24.15"	MONOPOLE	3231 3ER AVE NE STANWOOD, WA 98292

Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
Snohomish County WA	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

SNO911 proposes to add (2) MWs, (3) Omnis, (2) antennas, (1) junction box, and (8) lines

20' tower extension

adding a 29'-6"x16'7" lease area with generator

Customer

Billing Company	Billing ID Number	Billing Address
Snohomish County 911	393081	1121 SE EVERETT MALL WAY 200 EVERETT, WA 98208

Operating Legal Entity	Operating Legal Entity ID		
Snohomish County 911	393081		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
North Stanwood	--	--	--
Customer Project Number	Customer Market	Customer Region	
--	--	--	

Project Management Vendor

Crown Castle - PMV

Contacts

NAME	EMAIL	PHONE	ADDRESS
Michael Gallagher	mgallagher@sno911.org		

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
115	126	1	0	1	0 DBSPECTRA / DS1F06F36U-D	262.80	3.20	3.20	60.00
145	145	2	0	2	0 DBSPECTRA / DS7C08PPYU-D	55.00	3.00	8.00	16.00
175	180	2	0	2	0 RFI ANTENNAS / CC807-08	114.00	3.00	3.00	26.50
175	175	1	0	1	0 RFS/CELWAVE / SB6-W60CC	74.80	74.80	35.80	198.00
180	180	1	0	1	0 RFS/CELWAVE / SB6-W60CC	74.80	74.80	35.80	198.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
180	180	1	0	1	0 TX RX SYSTEMS / DQ432F83V17471T	BASE STATION	15.00	12.00	7.50	15.00

Feedlines

MCL (ft)	ACL (ft)	TOTAL INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
115	126	1	0	1	0 COMMSCOPE / LDF5-50A	7/8	1.03
145	145	2	0	2	0 COMMSCOPE / LDF5-50A	7/8	1.03
175	180	2	0	2	0 COMMSCOPE / LDF5-50A	7/8	1.03
175	175	2	0	2	0 RFS/CELWAVE / E65	ELLIPTICAL	2.00
180	180	1	0	1	0 COMMSCOPE / LDF4-50A	1/2	0.62

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
TDMA	72.60		851.000 - 866.000MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 29'6"x16'7" (489.21sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Building	16'0"	12'0"		192.00	Proposed
Pad	12'0"	8'0"		96.00	Proposed

Generators

TYPE	MANUFACTURER / MODEL	POWER OUTPUT (kW)	TANK SIZE (gal)	OWNER	LOCATION	STATUS
Diesel	CUMMINS / UNKNOWN	50	300	Customer Generator	Pad (12'0"x8'0")	Proposed

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
RFS/CELWAVE / SB6-W60CC	180	187	PIPE MOUNT	Mid-Mount	Proposed
RFS/CELWAVE / SB6-W60CC	175	252	SECTOR MOUNT	Mid-Mount	Proposed
DBSPECTRA / DS1F06F36U-D	126	0	SIDE ARM MOUNT	Upright	Proposed
RFI ANTENNAS / CC807-08	180	0	SECTOR MOUNT	Mid-Mount	Proposed
RFI ANTENNAS / CC807-08	180	0	SECTOR MOUNT	Mid-Mount	Proposed
DBSPECTRA / DS7C08PPYU-D	145	170	SECTOR MOUNT	Mid-Mount	Proposed
DBSPECTRA / DS7C08PPYU-D	145	170	SECTOR MOUNT	Mid-Mount	Proposed

Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
BASE STATION	TX RX SYSTEMS / DQ432F83V17471T	180	Yes		Proposed

Feedlines

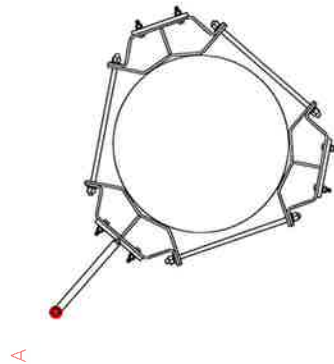
TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
ELLIPTICAL	RFS/CELWAVE / E65	ELLIPTICAL	175	225	No	Proposed
ELLIPTICAL	RFS/CELWAVE / E65	ELLIPTICAL	175	225	No	Proposed
COAX	COMMSCOPE / LDF5-50A	7/8	180	230	No	Proposed
COAX	COMMSCOPE / LDF5-50A	7/8	180	230	No	Proposed
COAX	COMMSCOPE / LDF5-50A	7/8	145	235	No	Proposed
COAX	COMMSCOPE / LDF5-50A	7/8	145	235	No	Proposed
COAX	COMMSCOPE / LDF4-50A	1/2	180	230	No	Proposed
COAX	COMMSCOPE / LDF5-50A	7/8	126	176	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCLv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

ANTENNA SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	Q	
1	0	1	0	0	DESPECTRA	DS108575BU-0	125		
THE SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	TYPE		
1	0	1	0	0	DESPECTRA	DS108575BU-0	125		
REQUIRE SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	SIZE		
1	0	1	0	0	COMSCOPE	1375-35A	7/8		

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

A :
 OPERATING LEGAL ENTITY: SNOHOMISH COUNTY 911



ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

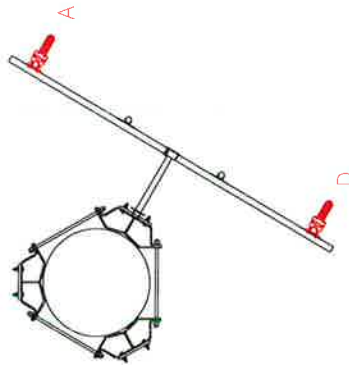
ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE		MFG		TIME		MODEL	
A		SNOHOMISH COUNTY WA		125		PROPOSED		DESPECTRA		DS108575BU-0		0				1		7/8		0					

ORIENT		CUSTOMER		Q		STATUS		MFG		MODEL		AZ		TECH		QTY		SIZE</
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ANTENNA SUMMARY SNOHOMISH COUNTY WA							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN #
2	0	2	0	0	DBSPECTRA	ES7028PPL-0	145
TOWER SUMMARY SNOHOMISH COUNTY WA							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE
2	0	2	0	0	COMSCOPE	UPS-50A	7/8



ORIENT	CUSTOMER	€	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TYPE	MFG	MODEL
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A	W0	SNOHOMISH COUNTY WA	145	PROPOSED	DBSPECTRA	ES7028PPL-0	170	7/8	0				
B													
C													
D	W0	SNOHOMISH COUNTY WA	145	PROPOSED	DBSPECTRA	ES7028PPL-0	170	7/8	0				

OPERATING LEGAL ENTITY: SNOHOMISH COUNTY 911

CROWN CASTLE

CROWN REGION ADDRESS
USA

NO. DATE 11/03/20

DESCRIPTION UPDATES PER WORK ORDER 100503

BY

DATE 11/03/20

REVISIONS

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 3/11/2020

SITE NUMBER:

SITE NAME:

SITE NAME:

PL: CHUCK CREEK

BUSINESS UNIT NUMBER
873603

SITE ADDRESS

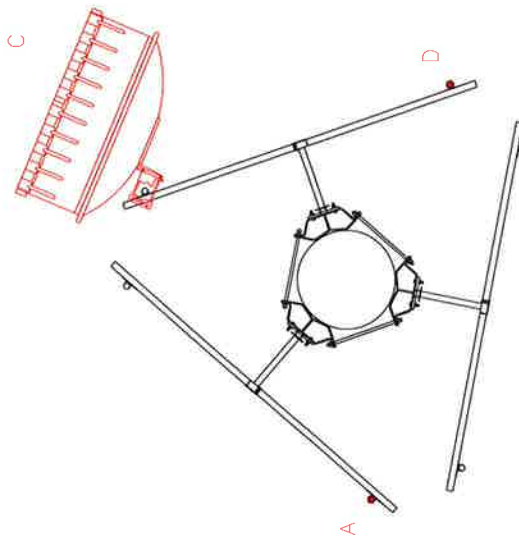
3201 369 AVE NE
SEANWOOD, WA 98222
SNOHOMISH COUNTY
US

SHEET TITLE
145 FT PROPOSED LEV

SHEET NUMBER
CROWN CASTLE

LEVEL DRAWING | MOUNT: SM 402-1 EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

ANTENNA SUMMARY SNOHOMISH COUNTY WA							
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	ANTEN #
2	0	2	0	0	RFI ANTENNAS	CC207-08	180
1	0	1	0	0	RFI ANTENNAS	SSB-W60CC	175
THE SUMMARY SNOHOMISH COUNTY WA							
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	TYPE
FEEDLINE SUMMARY SNOHOMISH COUNTY WA							
QTY	INST	PRPSD	NOT INST	M/LA/SLA/ABND	MANUFACTURER	MODEL	SIZE
2	0	2	0	0	CONSOON	UPF-50A	7/8
2	0	2	0	0	RFI FEEDLINE	683	ELLIPTICAL



ORIENT	CUSTOMER	Q	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	IME TYPE	MFG	MODEL
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A	MD	SNOHOMISH COUNTY WA	180	PROPOSED	RFI ANTENNAS	CC207-08	0	1	7/8	0			
B	MD	SNOHOMISH COUNTY WA	175	PROPOSED	RFI ANTENNAS	SSB-W60CC	252	2	ELLIPTICAL	0			
C	MD	SNOHOMISH COUNTY WA	180	PROPOSED	RFI ANTENNAS	CC207-08	0	1	7/8	0			
D	MD	SNOHOMISH COUNTY WA	180	PROPOSED	RFI ANTENNAS	CC207-08	0	1	7/8	0			

OPERATING LEGAL ENTITY: SNOHOMISH COUNTY 911

LEVEL DRAWING | MOUNT: SM 402-1

EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

PLOT DATE: 4/21/2020

FILE NAME: 073602 A 175 P 03

DRAWING NOTES	
1.	ALL DIMENSIONS ARE FOR REFERENCE ONLY. NOT FOR CONSTRUCTION PURPOSES.

SHEET TITLE	175 FT PROPOSED LEV
SHEET NUMBER	CROWN CASTLE

A1-175

DRAWING CHECKED BY: EZCAD
DRAWING DATE: 3/11/2020

SITE NUMBER:	
SITE NAME:	
PILCHUCK CREEK	
BUSINESS UNIT NUMBER	
873602	
SITE ADDRESS	

3231 3ER AVE NE
STANWOOD, WA 98222
SNOHOMISH COUNTY
US

REV	NO	DATE	DESCRIPTION
1	1	3/11/2020	UPDATES PER WORK ORDER 1000007



CROWN REGION ADDRESS
USA



Customer Site Name: North Stanwood
Customer Site No.: N/A

Crown Site Name: Pilchuck Creek
JDE Business Unit: 873603

**EXHIBIT B
to Site License Agreement**

SITE PLAN

TT: E 1833970
Prepared by: L. Connors/R. Benson
Prepared on: 10/20/2020
Revised on: 2/11/2021
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 3
LRF Rev #: 1
MLA #: 2254860



DATE	DESCRIPTION	AMOUNT	CHECK #	DATE
10/10/01	DEPOSIT	100.00		10/10/01
10/11/01	DEPOSIT	100.00		10/11/01
10/12/01	DEPOSIT	100.00		10/12/01
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10/14/01	DEPOSIT	100.00		10/14/01
10/15/01	DEPOSIT	100.00		10/15/01
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12/30/01	DEPOSIT	100.00		12/30/01
12/31/01	DEPOSIT	100.00		12/31/01

DRAWN BY: WJM
CHECKED BY: WJM
DRAWING DATE: 02/08/10

SITE NUMBER
SITE NAME:

SITE NAME

PILCHUCK CREEK

BUSINESS UNIT NUMBER
075803

SITE ADDRESS

3211 3ER AVE NE
STANWOOD, WA 98292
SNYHOMISH COUNTY

[illegible]

SITE PLAN

SWEET NUMBER

A-2

LEGEND

COMPASS POINTS

AREA USAGE

DRAWING NOTES

REVISION NUMBERS

HMC

0.50 FT

ANSI 150 FT

SITE PLAN



ACTION PROPOSAL FORM

Date: 3/12/2020

Action Title: RRP Radio Technician

Time Sensitivity: Normal

Background / Purpose:

With Design Review completed we are accelerating work on related RRP tasks such as portable radio distribution as well as maintaining the existing system. Our current forecasts suggests the need for day-to-day "feet on the ground" that can help with basic tasks and support needs. Staff is currently prioritizing and delaying lower priority work to keep both the RRP and the existing system maintained. To the degree possible we have outsourced work and brought in staff from other SNO911 departments to support the project including the Dispatch Center.

Staff has identified work assignments where additional staffing will be necessary in order to keep the RRP schedule as currently envisioned, respond to agency-requested changes (e.g. reprogramming of mobiles and portables), as well as continue to maintain and perform long overdue maintenance and training on the existing systems. Functions will include support for installations, civil/construction and general duties that can offset some assignments for existing staff.

Staff recommend hiring/outsourcing up to two Radio Technicians with two-year terms that may be extended if necessary. The position would be junior in skill level to the Electronic Communication Specialists (ECS) with a projected starting hourly rate of \$36 plus benefits for a direct hire or a negotiated equivalent if efforts to outsource are successful. Funding for positions will come from existing project contingency or a potential budget revision being discussed to address new radio quantity needs for Corrections.

Direct Hire Cost Projection: \$113,265 annually including salary & benefits. APF includes a 10% contingency.

This was reviewed and supported by the Personnel Committee.

Recommended Motion:

Authorize two additional Radio Technicians as described in the APF in an amount not to exceed \$250,000 annually, for both positions for two-years.

Funding:

Radio Replacement Project Fund 130

ACTION PROPOSAL FORM

Date: 3/12/2021

Action Title: Reclassification of Database Administrator

Time Sensitivity: Normal

Background / Purpose:

Staff recommend changing the Database Administrator to an Application Support Analyst 2, both a Grade 14. The Database Administrator position is currently vacant and the primary functions of this role have been and are being completed by an existing Applications Support Analyst (ASA) 2 which is more of an advanced generalist position that has responsibilities across multiple systems and applications which is of greater benefit than the specialized position. There is no budget impact to this change.

The Personnel Committee has reviewed and supports this change.

Recommended Motion:

Authorize reclassifying the **Database Administrator** position to an **Application Support Analyst 2**.

Funding Source: N/A





ACTION PROPOSAL FORM

Date: 3/12/2020

Action Title: Records Supervisor

Time Sensitivity: Normal

Background / Purpose:

SNO911 has never had a formally recognized Records Supervisor position, nor did SNOCOM or SNOPAC. Currently our needs are addressed by our full time Records Coordinator who assumed supervisor duties in 2018 without receiving additional compensation. This individual has been performing supervisor work including assigning and evaluating work performed by two other employees. The individual is the agency's subject matter expert on public records requests and the GovQA software, and was the primary person to establish processes for the department, as was the agency lead for the software implementation. This individual is responsible for training new hires and has developed a training program for those new to the role. The new training program is extensive and includes individualized development plans that can vary based on a person's familiarity with records processes and applicable laws, as well as competency check off lists to be completed prior to releasing new hires to work independently.

Additionally, SNO911 is frequently summoned to testify in court. Many times, these are for very high profile, serious felony crimes, including but not limited to homicides, robberies, and domestic violence assaults. Often times, because the two administrative assistants who produced the records for that case work part time, they are not available to testify. The prosecutor's office cannot accept the testimony of the individual overseeing the work unless this individual is officially recognized as a supervisor of the employees who perform the work. In other words, the SNO911 Records Officer cannot testify on the authenticity or the process used to produce the specific record that is under consideration to be entered as evidence (usually State's evidence).

SNO911 relies on this individual to manage the records department functions and oversee the work being performed by those whose duties include processing records requests. This individual currently performing these functions has supervisor and managerial experience, and spent six years as a Certified Training Officer (CTO).

Proposing a title change from Records Coordinator to Records Supervisor and moving the two employees who perform records duties to report to this position, and a wage grade change from Grade 10 \$57,253 - \$76,337 to Grade 12 \$73,110 - \$97,476 a budget increase of \$21,134. This increase will be absorbed within the 2021 Budget and will be added to the 2022 Budget. SNO911 conducted a salary survey of matching positions.

The Personnel Committee has reviewed and supports this change.

Requested Motion:

Authorize changing the Records Coordinator position to Records Supervisor and change the wage grade to Grade 12.

Funding: Operating Fund 70

<u>Job Title</u>	<u>Agency</u>	<u># Sups</u>	<u>Avg Records Produced Per Month</u>	<u>Average Employees to Records Produced (assuming each employee produces equal amounts)</u>	<u>Min Salaray</u>	<u>Max Salary</u>
Records Manager	South Sound 911				\$101,830	\$123,774
City Clerk	City of Auburn	4	367	74	\$93,740	\$115,229
Staff Services Supervisor	Renton Police Department	7	356	45	\$91,512	\$111,384
Administrative Services Manager	Tumwater Police Department	4	266	53	\$85,488	\$104,148.00
Administrative Manager	Lake Stevens Police Department	5	Not provided	Not provided	\$82,596	\$104,508
Support Services Manager - Public						
Records Manager	City of Everett	2	Not provided	Not provided	\$79,752	\$103,716
Records Manager	City of Vancouver	21	3000	143	\$77,868	\$101,232
Police Office Manager	City of Medina				\$77,748	\$91,080
Records Manager	City of Monroe (New)	4	443	89	\$77,628	\$106,116
Support Services Supervisor	Redmond Police Department	8	117	13	\$77,316	\$104,364
Records Manager	City of Monroe (Old)	4	443	89	\$75,444	\$101,088
Police Support Supervisor	Kirkland Police Department	11	583	49	\$72,263	\$93,236
Records Manager	Bellingham Police Department	13	6100	406	\$71,016	\$86,328
Chief Civil Deputy	Island Co Sheriff's Office	7	120	15	\$68,130	\$73,525
Records Supervisor	Lacey Police Department	4	1884	471	\$67,800	\$86,796
Records Supervisor	City of Port Angeles Police Dept	4	284	71	\$61,458	\$71,178
Records Manager	City of Duvall				\$59,832	\$67,344
Records Manager	Cle Elum	1	354	177	\$57,864	\$70,322
Support Services Manager	Pullman Police Department	8	110	13	\$57,636	\$70,056
Records Supervisor	City of Battle Ground	2	250	83	\$56,484	\$67,152
AVERAGE				119.4	\$74,670	\$92,023
Public Records Coordinator	Snohomish County 911		444	222	\$57,253	\$76,337



ACTION PROPOSAL FORM

Date: 3/05/2021

Action Title: Reclassifying Senior Accountant Position

Time Sensitivity: Elevated

Background / Purpose:

We have had a sudden and unexpected loss of our Sr. Accountant creating a vacancy in a critically important position within the agency. Staff are recommending a reclassification of this position to Finance Manager. The roles will generally be the same, the position has always supervised the work related financial statements, and this change will add formal supervisory responsibilities of other two Finance positions. This position will continue to report to the Director of Finance and Human Resources.

This will result in a net increase to the budget of \$19,043.

Staff is considering engaging with Prothman Company to assist with finding this candidate. The price would be \$17,500 plus expenses for this service.

Motion A:

Approve reclassifying Senior Accountant Grade 14 to Finance Manager Grade 15.

Funding Source: Fund 70 Operating

Motion B:

Approve using Prothman to assist with a candidate search.

Funding Source: Fund 70 Operating

DRAFT

<u>Job Title</u>	<u>Agency</u>	<u>Min Salary</u>	<u>Max Salary</u>
Finance Manager	King County	\$118,396.56	\$148,788.96
Finance Manager	NORCOM 911	\$115,797.00	\$136,230.00
Deputy Finance Director	City of Bothell	\$113,460.00	\$144,252.00
Assistant Director Finance and Assest Mgmt	City of Bellevue	\$109,428.80	\$151,049.00
Accounting Manager	City of Everett	\$105,216.00	\$136,860.00
Budget Manager	City of Everett	\$105,216.00	\$136,860.00
Finance Controller	Snohomish County	\$104,807.40	\$148,104.60
Financial Planning Administrator	City of Marysville	\$103,168.00	\$129,438.00
Finance Manager	Valley Comm 911	\$100,619.46	\$137,680.93
Finance Manager	Kitsap CENCOM 911	\$97,575.60	\$130,755.60
Senior Finance Manager	Spokane County	\$71,077.50	\$99,509.68
Financial Manager for Public Works & Utilities	City of Edmonds	\$79,488.00	\$98,592.00
	Average Salary	\$102,020.86	\$133,176.73
	Bureau of Labor Statistics Median Salary for Finance Manager in WA	\$138,140.00	
Agencies w/ out Deputy Finance Director / Finance Manager			
City of Lynnwood			
City of Mill Creek			
City of Monroe			
South Sound 911			
Skagit 911			
City of Mount Lake Terrace			
City of Lake Stevens			

Sourcing & Outreach

Position Profile Development

Working with you, we will create a position profile. This document will be posted on our website. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
- ◆ **Organization & Community specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Advertising & Outreach Strategy

Our staff will handle all advertising and outreach on your behalf. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Targeted Candidate Outreach** via direct mail recruitment brochures sent directly to 911 organizations and city/county finance professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Contacts & Networking** via hundreds of personal emails from our database of finance management professionals.
- ◆ **Posting the Position Profile on Prothman Facebook, LinkedIn, and on the Prothman Website**, which receives over five thousand visits per month from potential candidates.

Application Collection - Use of Prothman OAS, Online Application Service

We will work with you to set up your application in our OAS software. With your personal login and administration page, you will be able to view applications, resumes, cover letters and other documents as they are submitted. You will also be able to rank and take notes on each application. For a demo: www.prothman-jobboard.com/OnlineApplicationService.aspx

OR, we will collect applications via Prothman online application process and forward applications to you electronically.

Snohomish County 911 handles all screening and interviews from this point

Fee & Expenses

The fee for a Sourcing & Outreach Recruitment is \$5,500, plus the cost for advertising and direct mail. We do not mark up the expenses and expense items include:

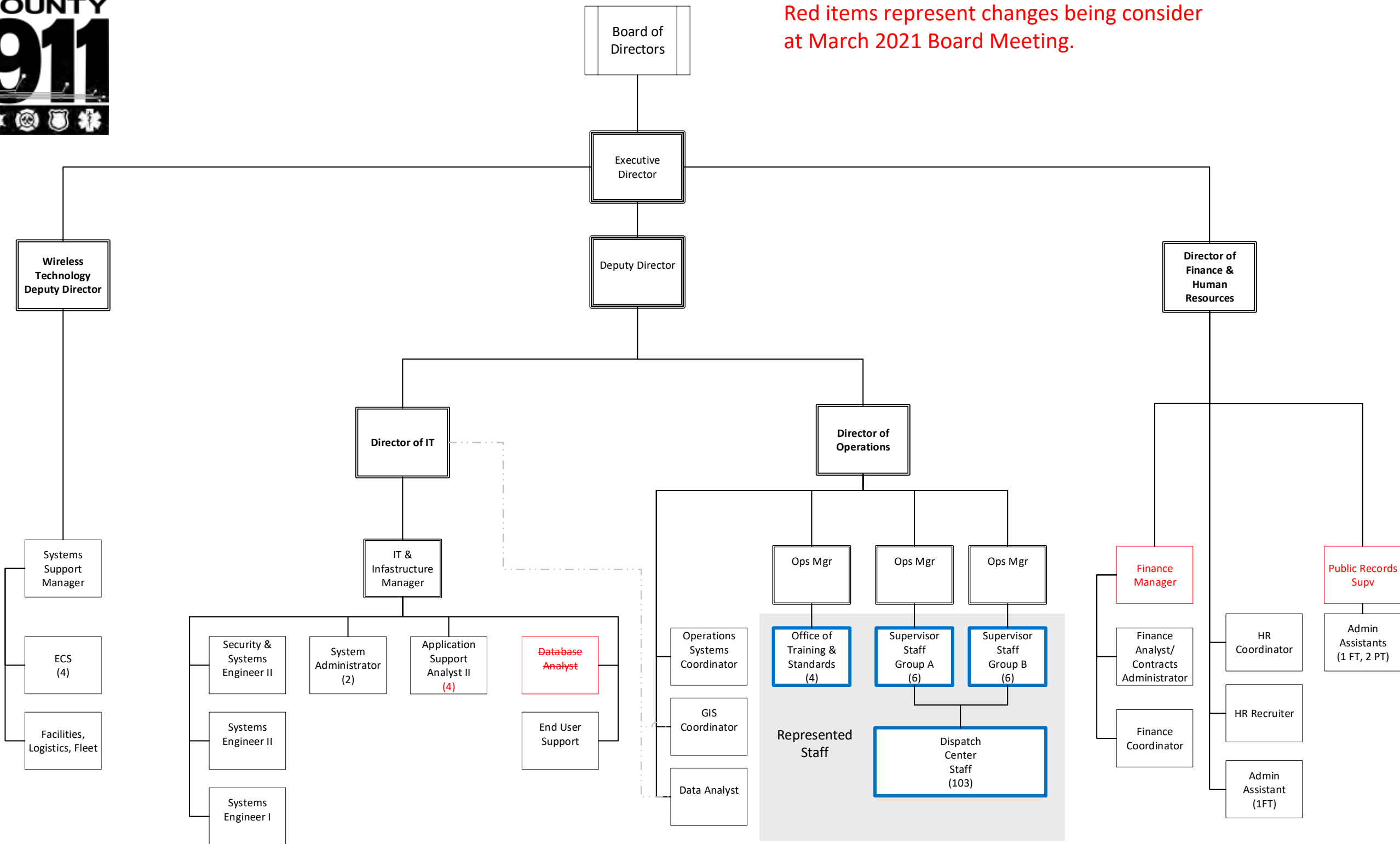
- Newspaper, trade journal, websites, and other advertising (\$1,100 – 1,300)
- Direct mail announcements (\$1,600)

Warranty

If a candidate is not chosen from the first pool of applicants, we will repeat the process with no additional fee, the only cost to you would be the cost for the advertising and direct mail.



Red items represent changes being consider
at March 2021 Board Meeting.





ACTION PROPOSAL FORM

Date: 3/12/2020

Action Title: Resolution Honoring National Public Safety Telecommunicators Week

Time Sensitivity: Normal

Background / Purpose:

Every year during the second week of April, the telecommunications personnel in the public safety community are honored. This week-long event is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication.

Requested Motion:

Approve Resolution 2021-02 in Support and Recognition of our County's Public Safety Telecommunicators and all those who support them.

Funding: N/A

**SNOHOMISH COUNTY 911
RESOLUTION 2021-02**

**Recognizing National Public Safety
Telecommunicators Week**

April 11-17, 2021

WHEREAS Every year during the second week of April, the nation recognizes public safety communications professionals, and

WHEREAS Snohomish County 911 public safety communications professionals dedicate their lives to helping others while working under stressful and challenging circumstances;

WHEREAS Snohomish County 911 Public Safety Communications Professionals are available around the clock to answer the call from those in need and distress; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals are the first and most critical contact our citizens giving credence to the agency's motto of **Help Starts Here**; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals are the vital lifeline for our sheriff office, police officers and firefighters who believe that ensuring the safety of first responders is a solemn duty; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals includes all 911 dispatchers, supervisors, administrative, radio and technical staff; and

WHEREAS countless lives have been saved by the prompt, effective and compassionate responses of Snohomish County 911 public safety communications professionals;

NOW THEREFORE, BE IT RESOLVED, that the Snohomish County 911 Board of Directors, through this resolution, honors and recognizes the importance and contributions of Snohomish County 911 Communications Professionals always, and especially during National Public Safety Telecommunicators week 2021.

Signed this 18th day of March, 2021

Jon Nehring, Board President
Snohomish County 911

Attest:

Terry Peterson, Board Secretary



ACTION PROPOSAL FORM

Date: 3/12/2020

Action Title: Resolution to Update Agent to Receive Claims

Time Sensitivity: Normal

Background / Purpose:

Our Attorney recently noticed we still listed the "Interim Executive Director" as the agent to receive claims which was an artifact of the SNOPAC & SNOCOM merger. This resolution deletes the word "interim" as the Director was appointed by the Board in 2019.

Requested Motion:

Approve Resolution 2021-01 related to Snohomish County 911's Agent to Receive Claims.

Funding: N/A

SNOHOMISH COUNTY 911

RESOLUTION 2021-01

A Resolution Approving the Appointment of the
Executive Director as the Agent to Receive Claims on
Behalf of Snohomish County 911.

WHEREAS, The Board of Directors of Snohomish County 911 intends to appoint the Executive Director and, in his/her absence, the person fulfilling the Director's role, as the agent to receive claims on behalf of Snohomish County 911; such designation shall be until such time as the Governing Board may designate some other agent for the receipt/service of claims;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Snohomish County 911 that the Executive Director or, in his/her absence, the person fulfilling that role, is appointed as the agent to receive claims/accept service on behalf of Snohomish County 911; such designation shall be until such time as the Governing Board may designate some other agent for the receipt/service of claims.

Passed and adopted by the Snohomish County 911 Board of Directors at a meeting of such Board on the 18th day of March, 2021

Jon Nehring, Board President

Attest: This 18th day of March, 2021:

Terry Peterson, Board Secretary



Board Packet Memorandum

Date: March 12, 2021
To: Snohomish County 911 Board Members
From: Leadership Team

General Operations

Mission-critical systems^[1] have been operating at normal since the last Agency Report.

South Sound 911 Tour

Future Facility Committee Members visited the new South Sound 911 facility that is nearing completion. South Sound 911's new facility is a 75K Sq. Ft facility on a 5 acre lot that includes over 75 dispatch positions and a budget of \$68M. The key differences between South Sound 911 (SS911) and SNO911 include that SS911 administers the Police and Public Records for all their agencies as well as issues Concealed Carry licensing for the County.

Much was learned from the visit with some key takeaways of ensuring a new facility can sustain the agency for as long as 75 years and as such consider not only growth but potential future functions such as 311 or some of the support functions that occur at SS911. Thank you to the group for taking time from their busy schedules to participate.

^[1] 911 Phones, CAD, Radio, Critical Systems [Unplanned]



Race to ACE – January Update

February update. Progress continues towards our goal of performing at accreditation levels. For February, agency non-compliance was at 8%, just shy of the goal of 7% or less. During February, OTS focused on CPR protocols by providing additional training, continuing education, and increased face to face feedback. Recognition was given to shifts who increased their compliance to the CPR protocols. OTS held an ACE clinic that reviewed selecting the correct chief complaint, and demonstrated how a call is reviewed by our quality assurance team. ACE Clinics review protocol specific material and is voluntarily attended by employees via zoom. These are recorded and available for employees to watch at a later time. March has focused on recognition for employees who have the highest compliance rate, the most amount of continuing education hours, and the highest amount of CPR Chain of Survival awards. Chain of Survival Awards acknowledge the employee's use of the protocol and skillfully provided CPR instructions. The ACE team recently met to review areas of focus for April and upcoming Ace Clinics. OTS and the ACE team will continue to work closely together to implement additional trainings and resources.

Bias Reduction in Emergency Communications (BREC) Workgroup

The Bias Reduction in Emergency Communications Workgroup (BREC) has established two subcommittees to work on evaluating and updating policies and training for staff. The dispatch staff on the committee have begun pulling policies and procedures from the SNO911 manuals and have presented some areas where they feel should be reviewed by the full subcommittee. The subcommittee is meeting this week and discussions will begin on the possible changes and updates. There has been a BREC informational flyer developed (attached) and distributed to the police agencies to disseminate to their field personnel that explains the mission and encourages field personnel to bring forward any instances where they felt the call was bias-based. Talking to someone on the phone doesn't always fully represent what is really going on and the officers may have better insight to the actual behaviors of the caller. The BREC workgroup will then review the incident, which will assist us in our review of policy and training surrounding this topic. While racially motivated bias-based calls are most often noted in the media, the group is focusing on any sort of bias-based 911 call (racial, socioeconomic, etc.).

Valley Com & SNO911 Proof-Of-Concept Using CAD Lite

Valley Com and SNO911 recently completed a proof-of-concept (POC) to create a "virtual ECC" using CAD Lite to share real-time incident information. A summary of the event was captured in a press release which is attached to this report. SNO911 will continue to work with VCC911 to further build on the relationship to enhance our resiliency.

CAD Lite Table Top Exercise – March 31st

SNO911 is partnering with a few of our member agencies and Valley Communications Center (VCC) to conduct a simulation of a "bug out" scenario where SNO911 is unable to answer or process 911 calls for a period of time. In this exercise, we will simulate calls being answered by VCC and entered in CAD Lite where they will be received by fire and law enforcement representatives who will assess the call and simulate dispatching the appropriate resources. This is the next step in our goal of using CAD Lite for interoperability and redundancy in case of an emergency or incident that renders SNO911 inoperable for a period of time.

SNO911 Agency Notifications

There is a project underway to enhance the agency notification process SNO911 uses to send out information of varying priority to member agencies. This project will continue the mechanism currently used for important information, but add the ability to quickly send out emergent notifications for situations such as a CAD or 911 outage, evacuation of SNO911, or other natural or manmade disaster. Thanks to Operations Systems Coordinator Derek Wilson for taking on the task of working with our agencies to get them set up, and in some cases trained, on Rave Alert. Our goal is to have this notification fully implemented and in use some time in April.

Tri-County CCTA Functional Drill Update

The Tri-County CCTA Oversight Board has announced the rescheduled functional drill will take place in the final two weeks of September 2021 due to venue contracts. An extension of the agreement with FEMA has been processed, and approved.

Alternative Schedule Project

Management and the SCEA continue to hold weekly discussions about alternative schedule options. Following the initial survey completed by Circadian back in June, we have been working with the union to make sure any new schedule options are cost neutral and we are able to meet minimum staffing requirements. We have general agreement on several key items and recently documented these through a signed letter of understanding. A copy of this LOU is attached. Management and the SCEA conducted two joint information presentations last week. The presentations were focused on explaining all of the other considerations related to schedule options including cost neutrality, on-call program, changes to OT assignments, call-in procedures, vacation bidding, and other details.

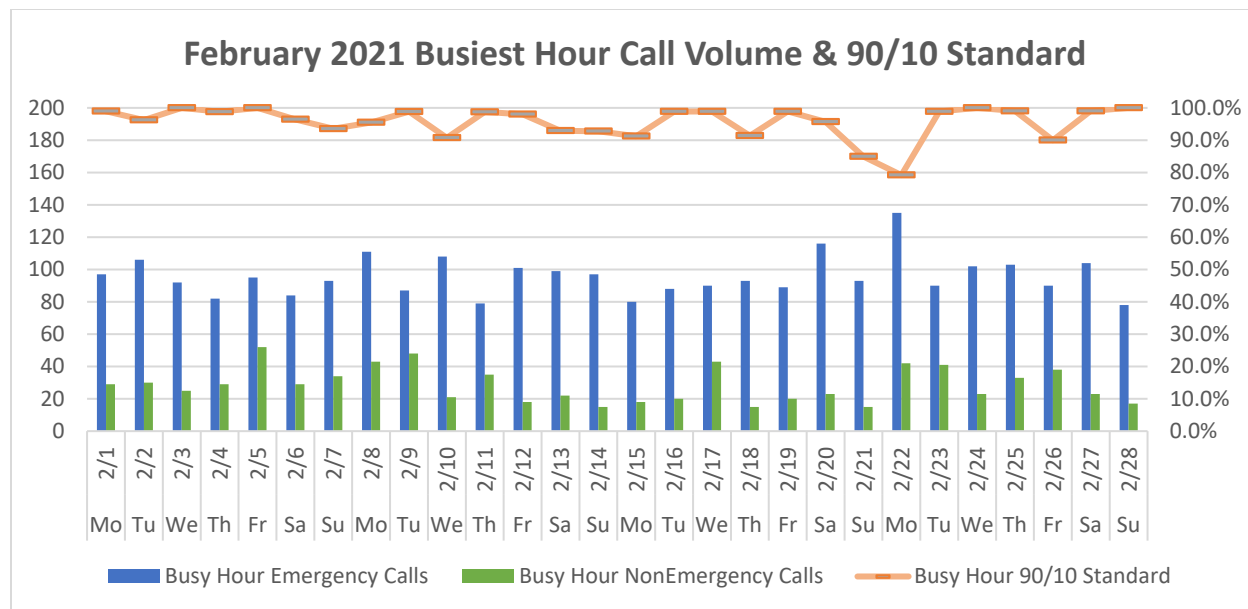
Circadian is scheduled to hold several employee presentations the week of March 15th. These presentations will focus on various schedule “flavors” between the 12-hour schedule and another alternative known as the WOW option. The WOW option was developed by the Workforce Optimization Workgroup, a group of management and employees. Following the Circadian presentations, employees will rank each options based upon their individual preference. This ranking will inform next steps which may include official bargaining for moving to a new schedule. An optimistic/aggressive task list shows the employees moving to a new schedule as early as August 1, 2021.

Office of Training and Standards (OTS) Update

SNO911 continues to see a steady reduction in new hire training and hiring due to the hard work and effort put forth over the last couple of years. This, coupled with trainee dispatchers being released to work independently has contributed to a reduction in overtime assignments for all call taking and dispatch staff. Specifically, the last two weeks of February saw a decrease of 754 hours compared to the prior year during the same two weeks, and 359 hours decreased over a three year period. These numbers are trending in the right direction to meet the agency goal of mandatory overtime assignment reduction. Over the last four weeks, we’ve seen a reduction in overall training sessions by four, with three employees being signed off on police dispatch and

one on call taking. We also benefited from a rehired dispatcher completing all facets of training and a fully trained relief dispatcher converting back to full-time on March 1st.

On March 8th, we welcomed a new dispatcher trainee to SNO911. She will have access to the same training with our academy instructor as a class would, however independently, with possibly two more trainees beginning in May.



Text-2-911 Monthly Report

911 Texts		Type	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Appropriate Use	True Emergency		5	13										
Incorrect Use	Follow-Up		0	3										
	Area Checks		8	18										
	Noise		0	0										
	Traffic		1	5										
	Other Complaints		1	13										
Misuse	Accidental		0	5										
	Prank		0	1										
Other	Test		11	7										
	Abandoned		5	16										
	Non-English		1	0										
	Outgoing		0	0										
	Transfer		0	2										
	Voice Call		10	11										
Month Total			42	94	0	0	0	0	0	0	0	0	0	0
Abandoned: Non-Responsive Accidental: Device or person accidental TXT29-1-1 Area Check: Check of area for person, vehicle, gunshot Follow-up: Where is officer? Noise: Music, people etc. Transfer: Transfers to other PSAPs Other: Any other request or complaint, media from Intrado Outgoing: Outgoing text calls Prank: Calls from the same number that do not give any valid information Test: PSAP testing/training TXT29-1-1, vendor test Traffic: Speeders, DUIs, etc. Voice Call: Dispatchers called the texter/texter placed voice call														

SPIDR Tech Surveys – February 2021

How satisfied are you with the level of courtesy and respect shown to you by the 911 dispatcher you called for police service?

Satisfaction Response	# of Surveys	% of Surveys
4 - Very Satisfied	669	86.32%
3 - Satisfied	81	10.45%
2 - Neither Satisfied nor Dissatisfied	13	1.68%
1 - Somewhat Dissatisfied	8	1.03%
0 - Very Dissatisfied	4	0.52%
Total	775	100.00%

911 dispatchers are trained to be efficient and deliberate when speaking with you, while remaining professional. Do you feel the exchange of information between you and the 911 dispatcher was efficient and professional?

Professionalism Rating	# of Surveys	% of Surveys
Yes	751	96.90%
Somewhat	20	2.58%
No	4	0.52%
Total	775	100.00%

Survey responses for calls that occurred during the previous month. Surveys are sent to a select number of type codes (typically lower priority) chosen by each police agency.

FIRE EVENTS PER AGENCY 2021													
FIRE AREA	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD
AIRPORT FIRE	20	14	0	0	0	0	0	0	0	0	0	0	34
ARLINGTON CITY	1773	1519	0	0	0	0	0	0	0	0	0	0	3292
ARLINGTON RURAL FD 21	46	27	0	0	0	0	0	0	0	0	0	0	73
DARRINGTON FD 24	12	3	0	0	0	0	0	0	0	0	0	0	15
EVERETT CITY	1007	863	0	0	0	0	0	0	0	0	0	0	1870
FD 19	81	46	0	0	0	0	0	0	0	0	0	0	127
FD 7 (Mill Creek excluded)	857	813	0	0	0	0	0	0	0	0	0	0	1670
GETCHELL FD 22	8	2	0	0	0	0	0	0	0	0	0	0	10
GOLD BAR - INDEX FD 26	2	2	0	0	0	0	0	0	0	0	0	0	4
GRANITE FALLS FD 17	39	28	0	0	0	0	0	0	0	0	0	0	67
HAT ISLAND FD 27	295	252	0	0	0	0	0	0	0	0	0	0	547
LAKE ROESIGER FD 16	151	125	0	0	0	0	0	0	0	0	0	0	276
LAKE STEVENS FD 8													
MARYSVILLE FIRE	143	155	0	0	0	0	0	0	0	0	0	0	298
MILL CREEK CITY	191	188	0	0	0	0	0	0	0	0	0	0	379
MUKILTEO CITY	0	0	0	0	0	0	0	0	0	0	0	0	0
NORTH COUNTY FIRE (UNINC)	104	130	0	0	0	0	0	0	0	0	0	0	234
OSO FD 25	73	60	0	0	0	0	0	0	0	0	0	0	133
ROBE FD 23	60	41	0	0	0	0	0	0	0	0	0	0	101
SNOHOMISH FD 4	264	233	0	0	0	0	0	0	0	0	0	0	497
SOUTH COUNTY FIRE (TOTAL)	2181	2120	0	0	0	0	0	0	0	0	0	0	4301
SOUTH COUNTY FIRE (UNINC)	1056	1047	0	0	0	0	0	0	0	0	0	0	2103
EDMONDS CITY (CONTRACT)	428	391	0	0	0	0	0	0	0	0	0	0	819
BRIER CITY	30	31	0	0	0	0	0	0	0	0	0	0	61
LYNNWOOD CITY	471	453	0	0	0	0	0	0	0	0	0	0	924
MOUNTLAKE TERRACE CITY	196	198	0	0	0	0	0	0	0	0	0	0	394
STANWOOD CITY	148	137	0	0	0	0	0	0	0	0	0	0	285
SULTAN FD 5	99	82	0	0	0	0	0	0	0	0	0	0	181
TULALIP FD 15	7	23	0	0	0	0	0	0	0	0	0	0	30
POLICE EVENTS PER AGENCY 2021													
POLICE AGENCY	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD
ARLINGTON	1907	1660	0	0	0	0	0	0	0	0	0	0	3567
BRIER	297	201	0	0	0	0	0	0	0	0	0	0	498
DARRINGTON	127	105	0	0	0	0	0	0	0	0	0	0	232
EDMONDS	2859	2332	0	0	0	0	0	0	0	0	0	0	5191
EVERETT	10019	9380	0	0	0	0	0	0	0	0	0	0	19399
GOLD BAR	212	241	0	0	0	0	0	0	0	0	0	0	453
GRANITE FALLS	474	455	0	0	0	0	0	0	0	0	0	0	929
INDEX	35	42	0	0	0	0	0	0	0	0	0	0	77
LAKE STEVENS	2022	2074	0	0	0	0	0	0	0	0	0	0	4096
LYNNWOOD	3087	2567	0	0	0	0	0	0	0	0	0	0	5654
MARYSVILLE	5050	4768	0	0	0	0	0	0	0	0	0	0	9818
MILL CREEK	914	976	0	0	0	0	0	0	0	0	0	0	1890
MONROE	1356	1181	0	0	0	0	0	0	0	0	0	0	2537
MOUNTLAKE TERRACE	1322	1120	0	0	0	0	0	0	0	0	0	0	2442
MUKILTEO	2664	2252	0	0	0	0	0	0	0	0	0	0	4916
SNOHOMISH	709	785	0	0	0	0	0	0	0	0	0	0	1494
SNOHOMISH COUNTY	14332	13392	0	0	0	0	0	0	0	0	0	0	27724
STANWOOD	676	574	0	0	0	0	0	0	0	0	0	0	1250
STILLAGUAMISH	882	1065	0	0	0	0	0	0	0	0	0	0	1947
SULTAN	370	341	0	0	0	0	0	0	0	0	0	0	711
WOODWAY	52	32	0	0	0	0	0	0	0	0	0	0	84

Full-Time Center Staff		
<i>Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017</i>		
Job Title:	Status:	Current #
Call-Taker	Legacy: Only trained in call-taking	1
Police Dispatcher	Legacy: Only trained in CT and Police	11
Fire Dispatcher	Legacy: Only trained in CT and Fire	7
Cross-Trained Dispatcher	Cross-training completed for all 3 disciplines	48
Cross-Trained Trainee	Currently in cross-training for the 3rd discipline	2
Trainee Dispatcher	New Hire who has not completed a 2nd discipline yet	14
Trainee Dispatcher 2	New Hire-Completed training in 2 of the 3 required disciplines	18
Total:		101
<i>See "Dispatcher Status Log" attached in this week's email for breakdown by employee name</i>		

Authorized Staffing Level - (including trainees)	98.1%
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Center Staffing Strength - (excludes trainees and LOA's)	89.6%
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# of Authorized Full-Time Positions:	161
# of Full-Time Positions Filled:	155
# of Current Full-Time Vacancies:	6

Long Term LOA's	-1
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# of Current Relief Dispatchers:	6
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Relief dispatchers are not included in any totals/percentages on this report.

Current # of SNO911 Employees - (F/T and P/T):	161
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Current Recruitment Status

Candidates signed up to test	0	Test Date 3/15 nad 3/18
Candidates to be interviewed	3	Interviewing for July academy and hiring list
Candidates in poly	0	Scheduled for poly exam.
Candidates in background or further	6	In background (or further stage).
Candidates ready for academy	0	Final offers signed/returned. Ready for academy!

YTD Dispatch Trainees Hired	1
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Employment Separations

YTD Employee Separations:	5
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Trainee Dispatch:		
Accepted New Job	0	
Death of Employee	0	
Involuntary Separation	1	
Medical	0	
Relocation	0	
Retirement	0	
Voluntary Opt-Out	2	
Trainee Appointive Staff:		
Accepted New Job	0	
Death of Employee	0	
Involuntary Separation	0	
Medical	0	
No Reason Given	0	
Relocation	0	
Retirement	0	
Voluntary Opt-Out	0	

Dispatch (Not a Trainee):		
Accepted New Job	0	
Death of Employee	0	
Involuntary Separation	0	
Medical	0	
No Reason Given	0	
Personal	0	
Relocation	0	
Retirement	0	
Appointive Staff (Not a Trainee):		
Accepted New Job	0	
Death of Employee	1	
Involuntary Separation	1	
Medical	0	
No Reason Given	0	
Personal	0	
Relocation	0	
Retirement	0	

F/T Dispatchers:	
Authorized Positions:	103
Filled F/T Positions:	101
F/T Vacancies:	2
Supervisors:	
Authorized Positions:	16
Filled F/T Positions:	16
F/T Vacancies:	0
Leadership Staff:	
Authorized Positions:	5
Filled F/T Positions:	5
F/T Vacancies:	0
Ops Staff:	
Authorized Positions:	6
Filled F/T Positions:	6
F/T Vacancies:	0
Admin Staff:	
Authorized F/T Positions:	11
Filled F/T Positions:	8
F/T Vacancies:	3
Tech Staff:	
Authorized Positions:	11
Filled F/T Positions:	10
F/T Vacancies:	1
Wireless Technology:	
Authorized Positions:	9
Filled F/T Positions:	9
F/T Vacancies:	0

New World Software Upgrade

We should be receiving a fix for the final outstanding P0 issue this week to begin testing. Once testing is complete, we will be holding a final Go/No go decision for the April 19 upgrade.

As part of the upgrade to 2020.1 HF3, Tyler will no longer support 32 bit Operating Systems for clients. Most desktop systems should already be updated to Windows 10 64 bit by now but we have begun communicating this to agency personnel as well as sending the information out to the county IT managers' distribution list. In addition to Windows 64 bit operating systems, the new version will require a minimum of .Net 4.8. .Net is the programming framework that most Windows applications use in order to communicate with the operating system.

ESO File Transfer Issues

A new version of the ESO interface was installed in our test environment on March 15. We are implementing a script to copy data in real-time from the production environment to simulate normal load on the new interface. We will monitor the performance of the new interface for the week to evaluate. If the new interface looks like it will perform better, we will plan to implement it in production as quickly as possible.

Admin Phone System Upgrade

The new phone system has been fully implemented and is fully functional. We have worked out most of the fax issues. However, we continue to have a few issues sending faxes to some agencies that are on the same type of phone connection as we migrated to, SIP connections. We are working with those agencies as well as the phone company to iron out these final issues. Most faxes to these agencies are successful on the first attempt but some need to be retried or faxed from one of our other fax machines we have connected to regular POTS lines.

Cubicle Furniture Installation

The new cubicle furniture install was mostly completed last month. As the installers were finishing up, they discovered the parts to hang the cubicle doors were missing. The correct parts were ordered and the doors were installed on the cubicles last week. The installation is now complete.

RRP Staffing Update

WT has reviewed all of its envisioned work for the duration of the RRP and have identified that two additional resources are necessary in order to provide for the already prioritized work-plan as well as keeping up with the Motorola installation plan. For the RRP, the overall cutover schedule is our primary focus after subscribers, and therefore we are pro-actively prioritizing those areas where more resources can directly contribute to the success of the schedule. Our primary mission is the continued essential maintenance and support of the existing system, followed by the prioritized plan within the RRP. Other improvements and/or areas of work will be scheduled based on staff availability.

WAVE Status

As the WAVE program is a pilot program, staff does not anticipate availability to further diagnose the reported issue based on current maintenance and RRP priorities for at minimum 60-90 days.



SNOHOMISH COUNTY BIAS REDUCTION IN EMERGENCY COMMUNICATIONS (BREC) WORKGROUP

➤ **Who are we?**

To help prevent and mitigate the issue of bias-based 911 calls, Police TAC has formed a workgroup made up of representatives from all levels of SNO911 and member agency personnel: the Bias Reduction in Emergency Communications (BREC) Workgroup

➤ **BREC's Mission Statement is:**

"Create a dialogue and a group, within Snohomish County, that identifies strategies and tactics to eliminate or reduce, the impact of bias-based 911 calls, by developing policies and training, and creating a culture of individual empowerment."

➤ **Why this subject matter is important?**

2020 has brought many headlines highlighting racial issues in policing within our society. It has become vitally important that we proactively work to reduce and, if possible, eliminate racial bias from being a factor in a call for service. As the first point of contact from the public, SNO911 is the first line of defense in identifying bias-based calls for service.

➤ **What we are doing:**

BREC is organizing efforts to look at how to tackle these issues by looking through the lenses of training, policies, and procedures. The group will review and analyze calls, policies, procedures, and training

➤ **How to Get Involved:**

We need your help! The goal of this flyer is to solicit your help in identifying examples of potentially biased-based 911 calls. We hope to create a catalog of examples to reference, which will help us develop strategies to screen racially motivated callers from implicitly, unconsciously, or maliciously using law enforcement to inflict harm.

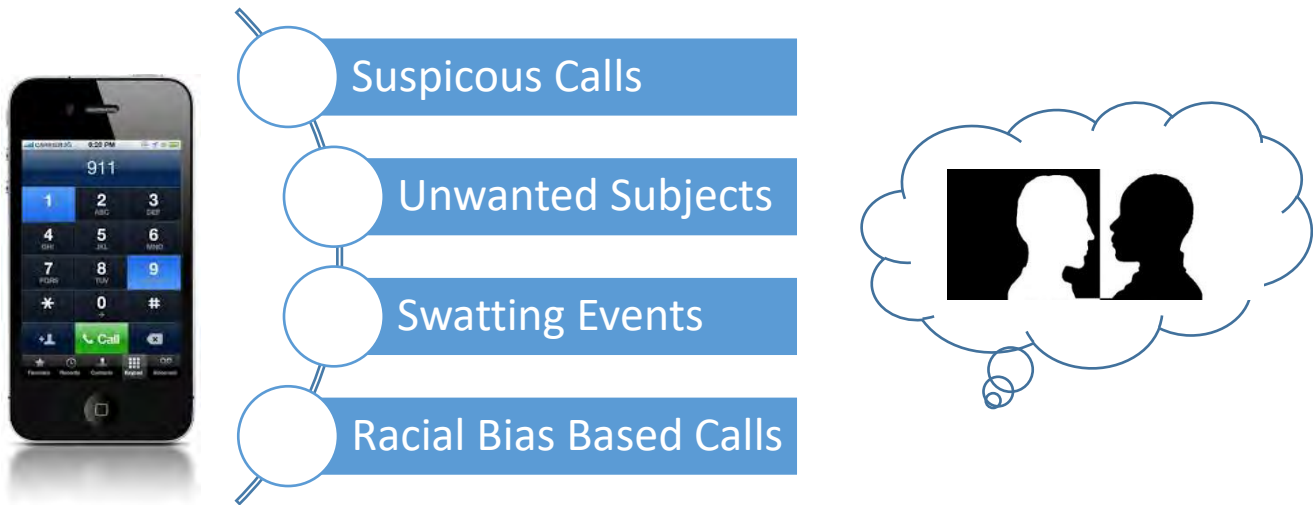
If you feel you have experienced a call or response where you believe the primary motive of the reporting party was an implicit bias or racially motivated we encourage you to email Karen McKay, SNO911 Operations Manager at KMckay@sno911.org with a date, time and incident number.

➤ **Future Goal:**

To work in partnership with Law Enforcement agencies to identify and prevent racially motivated calls for service that could "prime" an officer for an action that may be unwarranted. More information and updates to follow.

911-Based Priming

Priming can occur when a 911 caller makes a report that ends up being racially or other bias motivated. This information, as gathered and relayed, may shape, or prime, the way law enforcement respond to the call. This bias-based motivation may or may not result in negative consequences.



If You Have Experienced a Bias-Based Call:

The Bias Reduction in Emergency Communications (BREC) Workgroup is interested in reviewing examples of calls where the 911 call was impacted by implicit bias or otherwise racially motivated. If you have experienced a call, please send the details to Karen McKay – kcmckay@sno911.org



Have you been Primed?

Two Puget Sound 911 Agencies Establish “Virtual 911 Center” to Improve 911 Resiliency.

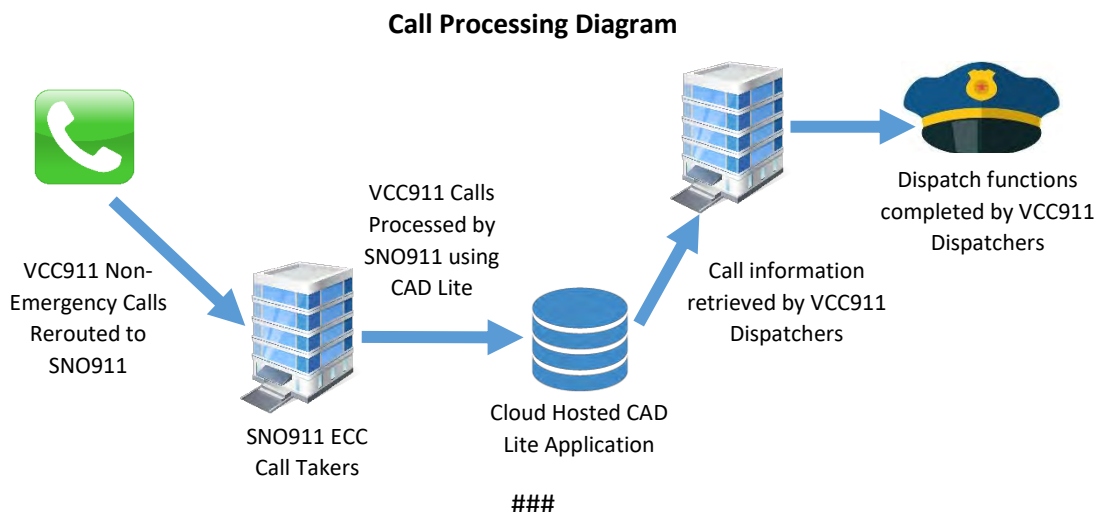
On February 18, 2021, Snohomish County 911 (SNO911), Everett, Wash. and Valley Com 911 (VCC911), Kent, Wash. completed a proof-of-concept drill using a custom developed cloud-hosted Computer Aided Dispatch (CAD) Lite application. CAD Lite was initially developed as a backup to SNO911’s primary CAD system, but they soon recognized its usefulness to facilitate sharing of CAD information between Emergency Communications Centers (ECCs).

During the 30-minute drill, VCC911 rerouted their non-emergency lines to SNO911. The SNO911 phone system was configured to present these calls to a specific set of staff to avoid them being co-mingled with other SNO911 phone calls. SNO911 staff answered 17 re-routed phone calls and entered 10 calls for service (CFS) into the CAD Lite application. Several other calls were transferred directly back to VCC911 due to the nature of those calls not fitting in the non-emergency drill criteria. VCC911 staff used the incident details in CAD Lite to dispatch appropriate resources.

This drill proved the usefulness of the CAD Lite application should calls need to be re-routed to help manage localized call surges, emergent staffing issues, physical damage to a primary facility, or other planned or unplanned events. It would ensure trained and qualified 911 professionals are handling calls for service, regardless of jurisdiction and physical work location, seamlessly providing continuity of operations for their communities.

“This is an important step that demonstrates how ECCs can build regional resiliency that helps ensure the critical functions of 911” said SNO911 Executive Director Kurt Mills. VCC911 Executive Director Lora Ueland added “Technologies and partnerships like this show how ECCs can sustain the lifeline they provide through natural or manmade emergencies”. “Although SNO911 & VCC911 are just 50 miles apart we could as easily been 5,000 miles apart”, said SNO911 Deputy Director Terry Peterson. The agencies are planning future drills to further refine processes and technologies to build more resiliency in the region.

Valley Com 911 and Snohomish County 911 are two of Washington State’s largest Emergency Communications Centers that collectively provide 911 & emergency dispatch services to over 65 Police/Sheriff, Fire & EMS agencies serving more than 1.6 million residents in King & Snohomish Counties.



Purpose

The purpose of this memo is to document the background, general agreements, and developed forecasts of the impacts of moving to a new schedule with the SCEA Dispatcher Union. While this document does not replace the bargaining process, it does outline general agreements that will be relied upon as CBA language is ultimately drafted.

Background

Following results from employee surveys conducted during the consolidation process, SNO911 hired Circadian to assist us in moving through a process to explore schedule alternatives. Circadian is a leader in this area and has a well-defined, step-by-step process that we've been following to guide the discussions.

As of August 2020, the process had yielded a dozen or so potentially viable schedule options for consideration. A key next step in the process is to ask dispatch staff to individually rank the schedule options. Management and the SCEA previously agreed to thoroughly vet the issues around cost neutrality, minimum staffing, work/life balance and other topics ahead of this ranking step. We understood that there was more to the process than just voting on a preferred schedule because some possible schedules would require new processes, like an on-call program necessary under a 12-hour schedule, and other changes to the CBA and existing work rules. The last thing anyone wants is to ask dispatchers to rank their top schedule picks without understanding how other work rules might change. The goal is to provide a high-level agreement that can be presented to the dispatchers along with the schedule options, while acknowledging that there are still finer details that need to be reviewed.

Since August, the SCEA and Management have been meeting regularly to develop general agreements, and in some cases, draft contract language, that can be used to develop the "pros/cons" education that will be included in the dispatcher ranking process. Before re-engaging Circadian to conduct the employee ranking step, both sides need to be comfortable that the items have been discussed sufficiently that both sides understand the issues thoroughly, and the parties have agreed on solutions in concept. Both parties acknowledge that further bargaining will be required to resolve all of the details.

Cost Neutrality

The SCEA and Management have worked together through the concepts outlined below to address management's goal that any new schedule must be cost neutral. The details below outline the concepts generally agreed upon by both parties. The basis for the cost differences is built on a number of models that are influenced by several factors including: number of employees hired, number of trained employees, and events that created overtime (PTO/UPTO). Importantly, the cost estimates used for these discussions are educated estimates. As defined in the Testing Period language below, if there are significant differences that arise between what has been modeled and what actually occurs, the parties expect to continue discussion about how to make the impact cost neutral. None of the models anticipate any changes to the number of authorized staff necessary to run dispatch operations.

1. 12-hour Schedule Option(s)
 - a. Most 12-hour schedules are based upon each employee working 2184 hours annually, which is an increase from the existing 8-hour schedule that generates 2080 work hours annually. There are several flavors of the 12-hour schedule and the primary focus has been on a 36/48 version

- b. In addition to the additional 104 work hours annually, the 36/48 pattern of a 12-hour schedule has “built-in overtime.” An employee working a normal schedule will receive 8 hours of OT each two-week payroll cycle because of the 48 hour workweek; employees will also have a short week where they work only 36 hours. The net effect is that some work hours that would currently paid at straight-time rates will be paid at overtime rates under the 36/48 schedule.
- c. Estimated Cost Increases:
 - i. The annual budget increase of additional hours and built in OT is approx. \$712,896.
 - ii. The annual cost of the On-Call Program discussed below is approx. \$52,560.
 - iii. **Total cost increase estimates \$765,456.**
- d. Financial reallocations to achieve cost neutrality include:
 - i. A 12-hour schedule is expected to have some built in efficiencies in terms of shift coverage. Therefore, the modeled reduction in OT is approx. \$455,656 annually.
 - ii. Change to calculate overtime for all hours worked after 40 in a workweek (following the FL5A as written) is estimated to reduce unplanned OT by \$219,264.
 - iii. Reduce training pay from \$6/hr to \$4/hr resulting in an estimated reduction of \$41,182.
 - iv. Eliminated and reallocated shift differential at approx. \$55,133.
 - v. **Total cost reallocations estimate \$771,215.**
- 2. WOW/12-8-8-12 Schedule Option(s)
 - a. All of the WOW options are based upon each employee scheduled to work 2080 hours annually. Therefore, there are not increased costs anticipated as a direct result of this schedule.

How To Meet Minimum Staffing (On-Call, OT Assignments, Vacation Bidding)

- 1. 12-hour Schedule Option(s)
 - a. **Mandatory overtime**, as it is known today, will be replaced with an *On-Call Program*.
 - i. Three people will be on-call 24-hours per day (Six 12-hour on-call shifts each day)
 - ii. Pay is \$2/hr while in on-call status, 1-hour response time from notification to be at a console, on-call shift trades are permitted.
 - iii. Schedule on-call shifts with as much advanced notice as possible – potentially even as part of shift bidding (where work shifts are paired with on-call shifts).
 - iv. On-call shifts will first be assigned to volunteers, then mandatory assignment. Modeling indicates with 96 dispatchers, each dispatcher will be required to work two on-call shifts per month.
 - b. **Open Shifts and Associated Overtime**
 - i. Planned and unplanned open shifts will first be assigned to volunteers. If no volunteers available, open shifts will be filled by calling those in on-call status in listed order. The on-call list will be replenished to keep three people on-call.
- 2. WOW/12-8-8-12 Schedule Option(s)
 - a. The overlapping nature of the WOW schedule option(s) creates a new set of issues with the existing CBA language that allows three people off at any given time on annual

vacation. Modeling shows, depending on the how the annual vacation bids overlap, there could be many cases where four people are off, and in some cases more.

- i. Work needs to continue to refine the existing vacation bidding guidelines or to develop new guidelines to retain the existing threshold of no more than 3 people scheduled off at a time.
- b. Open Shifts and Associated Overtime
 - i. Due to varying start times, there will be periods of time where no staff can be held over to fill last minute holes in the schedule.
 1. Absent an on-call program, work needs to continue to develop language to fill these known open shift liabilities. This will likely include calling someone in early on their 8-hour day.

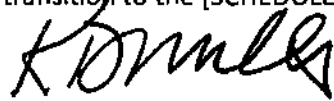
Testing Period and Reversion Language

The SCEA and Management have agreed that a robust testing period is warranted. The following draft language is currently being discussed:

The [schedule name] schedule will be implemented for a [48 month] Testing Period. The purpose of the [48 month] Testing Period is to allow time for both the employer and the SCEA to understand and work through operational, financial and other non-financial impacts of running the organization under a new schedule. The parties will meet regularly during the Testing Period to bring up and attempt to resolve issues and concerns that develop. The parties will apply good faith efforts to resolve issues to ensure the primary goals of the new schedule are met including (but not limited to): effectiveness of meeting minimum staffing, overall work-life balance, cost-neutrality, general fairness in the distribution of work hours (including mandatory overtime), additional costs caused by increases to overtime, with a goal of maintaining mutual agreement.

The parties agree to test the [schedule name] schedule for a minimum of 18 months. In the absence of mutual agreement by both parties to continue the [schedule name] beyond ____ [insert 18 month date], during the remainder of the [48 month] Testing Period the parties shall consider testing other schedules that were deemed viable options through these schedule discussions. If the parties elect to test another schedule alternative, this section of the agreement may be reopened to address issues associated with the alternative schedule. In the absence of mutual agreement by both parties to continue the trial(s) of other schedule alternatives, the schedules for all Calltakers, Trainee Dispatchers, Dispatchers and Cross-Trained Dispatchers will revert to the previous standard 5/8s Schedule with a six-month notice and transition period.

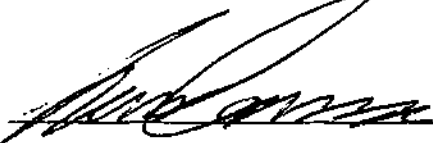
At the time of a reversion to the 5/8s Schedule, the financial modifications that were repurposed for the transition to the [SCHEDULE NAME] will be restored, as follows:



Executive Director SNO911

2-25-21

Date



SCEA

2-25-21

Date

Radio Replacement Project – At a Glance Updates

March 2021

Recent Major Activities/Decisions

- Changes were requested to all portable radios by both Police-/Fire-TAC for immediate reprogramming
- Reimbursement “MOU” is in final legal review which will allow reimbursements to opt-out agencies
- The current Mill Creek radio site location has been abandoned due to a land-owner decision
- The Machias radio site is in jeopardy as our ability to secure a lease is in unknown
- Two additional positions identified to support schedule (construction and installation)

Subscribers

- Both Police- and Fire-TAC requested changes to the current programming templates
 - Fire-TAC evaluating more specific agency concerns
- Decisions were reached to immediately halt new portable deliveries until re-programming can occur at SNO911 and support subsequent reprogramming of fielded units
- Weekly meetings continue for agency coordination, and reprogramming schedule will be added to that agenda
- Testing of new programming is under-way and SNO911 is hopeful to facilitate warehouse reprogramming by March 24th.
- Overall Portable and Mobile schedule will adjust accordingly and will be revisited when all changes are finalized
 - Additional staff reprioritized to facilitate reprogramming in parallel to preserve schedule

Infrastructure (Agreements, Construction, Microwave, Paging, Radio)

- Work primarily in three fronts currently: Site Construction Design, Leasing & Permitting, and FCC Licensing
 - Construction/Permitting:
 - 11 of 23 sites have been approved by SNO911 with regards to approval of construction plans & drawings (physical changes for building permits)
 - Electrical load-studies continue (30 days per site, parallel sites, but still phased)
 - Leases & Permitting:
 - **RED FLAG:** Machias lease on hold while SRFR evaluates long-term plans for station
 - Unknown delay period, down-stream impacts to coverage/design
 - May move site to “Phase 2”
 - “In or Out” decision needed in next 30 days to keep schedule
 - **RED FLAG:** The City of Mill Creek is unable to host our planned radio site
 - Alternate site under advisement, increased budget will be required to develop
 - FCC Licenses:
 - FCC licenses will likely take two more months than originally anticipated based on schedule from Motorola

RRP Policy & Major Decision Timeline

- 3/2021: Fire-TAC requests changes to radio programming templates, SNO911 receives Fire-TAC approval of updated templates
- 3/2021: Police-TAC requests changes to radio programming templates, SNO911 receives Police-TAC approval of updated templates
- 1/2021: SNO911 approves Law, Fire, and Sheriff radio programming templates
- 1/2021: Fire-TAC Template Committee approves programming
- 12/2020: Motorola Change Order 3 Approved
 - All systems – except paging – have been modified with new technical exhibits replacing existing exhibits, new schedule is established, project credit established and reserved for future/planned items
- 12/2020: Fire-TAC approves template changes and gives Fire Template Committee authorization for further changes
- 8/2020: Police-/Fire-TAC approves Subscriber programming templates (zone/channel assignments & ergonomics)
- 6/10/2020: Motorola Change Order 2
 - Updated Coverage testing methodology, final subscriber configuration and counts, increased functionality in subscribers (encryption/XE for fire, Wi-Fi for all)
- 5/2020: Phased deployment approach adopted
 - Decision to deploy system designed for 800 MHz Portable operations, and expand to support multi-band Portable operations as a future phase
- 4/16/2020 - Subscriber Scope of Services Policy approved
 - Agencies will own subscriber equipment, SNO911 will plan for long-term replacement and process/assist with warranty repairs
 - Installation details including differences for agencies who choose to opt-out of project installs
- 4/16/2020: Additional Subscribers Policy approved
 - Covers reimbursement parameters and process for radios purchased after 1/1/2019 and are an increase to quantities in project scope. E.g. New (additional) apparatus added to fleet
- 1/2020: WAVE5000 Pilot Program approved
- 9/2019: Fire Subscriber Replacement Policy approved, updated 5/2020
- 9/2019: Law Subscriber Replacement Policy approved, updated 5/2020
- 7/2019: Motorola Change Order 1
 - Allows agency cooperative purchasing, updated subscriber warranty protection
- RRP – Future Replacement Policy – Under Development

30 Day Forecast

- **Subscribers:**
 - o Confirmation & testing of updated templates
 - o Reprogramming of warehouse radios complete
 - o New deliveries resume, field reprogramming begins
- **Implementation:**
 - o All site construction drawing sets approved
 - o Final lease updates based on site construction drawings
 - o “Go/No-Go” for Machias
 - o Permit applications begin

60 Day Forecast

- **Subscribers:**
 - o Continued deliveries & field reprogramming
 - o Finalize DEM, SCSO/Corrections, and “multi-band” templates
- **Implementation:**
 - o Move forward with all remaining lease modifications based on site plans
 - o Publish construction/procurement processes for
 - Construction Contractor
 - Tower Modification Contractor
 - o Continued permitting

90 Day Forecast

- **Subscribers:**
 - o Continued deliveries & field reprogramming
 - o Begin mobile programming for “opt-out” agencies
- **Design:**
 - o Paging system re-design begins
- **Implementation:**
 - o Procurement for construction & tower modification contractor
 - o FCC Licensing: Letters of Concurrence received/approved

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for March 9, 2021 / 10:30-11:30 p.m.

Location: Web Conference

Note: *Follow-up action items are noted in italics. Decisions are underlined. **Motions are underlined and bold.** Meeting Attendance:*

POLICE TAC REPRESENTATIVES					
Deputy Chief Daniel Cone	✓	Deputy Chief Chuck Steichen	✓	Sheriff Adam Fortney	
Clerk Maria Buell	✓	Asst. Chief Jeff Goldman		Chief Rob Palmer	✓
Chief Jim Lawless, <u>Chair</u>	✓	Deputy Chief Ryan Irving	✓	Chief Rob Martin	✓
Captain Rod Sniffen	✓	Commander Mike Haynes	✓	Chief Don Tardiff	
Commander Ron Brooks <u>Vice Chair</u>	✓	Asst. Chief Glen Koen		Chief Jeffrey Young	✓
POLICE TAC ALTERNATES					
Chief Mike Catlett		Commander Coleman Langdon	✓	Bureau Chief Ian Huri	✓
Sergeant Alan Hardwick		Commander Brad Akau	✓	Captain John Flood	
Deputy Chief John DeRousse		Chief Jeff Jolley	✓	Acting Captain Jeff Graves	
Staff Support Team and Guests					
Executive Director Kurt Mills	✓	Deputy Director Terry Peterson	✓	Director of IT Steve Lawlor	✓
Ops Manager Karen McKay	✓	Director of Ops Andie Burton	✓	Master PO Travis Katzer	
Lt. Mark Thomas	✓	Ops Manager Karl Christian	✓	Captain Greg Lineberry	✓
Ops Manager Hattie Schweitzer		Dep Director WT Brad Steiner	✓	Records Officer, Sheila Betts	✓

Chair Jim Lawless called the meeting to order at 1031 hours.

1. **Roll Call** – Roll call was done as attendees logged into ZOOM.
2. **February 9, 2021 Minutes Approved:**
1st: Deputy Chief Chuck Steichen 2nd: Captain Rod Sniffen
3. **Announcements:**
 - **Karen McKay** –Karen reminded the Committee the new “ASW” (Assist Social Worker), Type Code went live this morning.
 - **Kurt Mills** – Kurt shared the unexpected passing of SNO911’s Senior Accountant a couple of weeks ago, Dan Summers. Dan had been with SNO911 since 2014 and was an integral part of our agency, personally and professionally and we are all still trying to cope with the loss.
 - **Jim Lawless** – Jim announced he has resigned from Edmonds Police Department and has accepted a position with Marysville PD. Jim’s last day at Edmonds Police Department will be March 22, 2020 and he his first day at Marysville PD will be March 24, 2020.
4. **Action Items:** None
5. **Reports**
 - A. **Policy Review Committee – Jim Lawless**
No meeting. Nothing to report.
 - B. **Mobile Users’ Group – Travis Katzer**
Nothing to report.

C. SN0911 Updates

a. Annual Agency Assembly – Kurt Mills: The Annual Agency Assembly, which is a component of our Inter Local Agreement, is in April. This is an opportunity for those who do not normally participate in the Executive Board Meetings to attend and learn a little more about our agency. The date will be announced soon.

b. Future Facility Committee – Kurt Mills - At the request of the Executive Board, a Future Facility Planning Committee has been formed and will be meeting for the first time this afternoon.

c. SN0911 Law Enforcement Response Protocol (LERP) Update – Andie Burton - Andie shared that her and Karen have been working on the SN0911 LERP Policy. They are currently working on the logistics of when and how to notify field supervisors. Once that has been completed, it will be presented to the Policy Committee. Andie is anticipating to have a report ready to provide at the March Police TAC meeting as to how SN0911 will be handling calls when we are in an activation. Jim shared that Bureau Chief Huri spoke to this at the last Sheriffs and Police Chief's Association meeting and provided an update.

D. BREC Workgroup – Mark Thomas – The workgroup has been meeting regularly and have chosen their three primary objectives with a fourth task once the first three have been completed:

- i. Policy
- ii. Technology
- iii. Training
- iv. Recommendations to Stake Holders

Mark also discussed the "BREC Introduction Flyer" that was distributed to the Committee along with the meeting Agenda. He shared that the idea behind the "Flyer" is to introduce the workgroup, create awareness amongst our first responders and solicit real world examples from our field units. Mark would like to share the Flyer with our Sheriffs and Police Chiefs Association to provide them with an update and share that the next step will be to distribute the Flyer to our Field Units so we can begin collecting data. Andie added that two sub-committees have been created, a Policy Review Sub-Committee and a Training Sub-Committee. These Sub-Committees will be bringing ideas and feedback to the BREC Workgroup for discussion.

E. Paperwork Entry Workgroup – Andie Burton – Participants have been identified and the Workgroup will have their first meeting Thursday, February 11.

F. PTCC

a. New World Upgrade to 2020.1 – Steve Lawlor - There was a unanimous decision at PTCC, to move the March 9th "go-live" date and tentatively reset it for April 19th. End to end testing of 2020.1 is still scheduled for February 23rd. The plan is to continue moving forward; however, there are a couple of issues that still need to be resolved and tested before that can happen. 2020.1 does not support Shield Force and currently, there is no confirmed date for the release of 2021.1 (supports Shield Force). Kurt shared the discussion at PTCC has been whether or not to move forward with 2020.1, or wait until 2021.1 was ready for release. Jim and Kurt both felt the best decision would be to continue

with the plan of going live with 2020.1, until 2021.1 is released, tested and stable.

- b. Shield Force Site Licenses – Kurt Mills** – There has been some interest from member Law Enforcement agencies to purchase site licenses. There is a one-time installation fee followed by a contractual annual maintenance fee. Kurt asked that those agencies look at some use cases, determine how many are needed and determine which approach makes the most sense in regards to how those fees will be paid for discussion with the Executive Board.

G. Radio Replacement Project – Brad Steiner

The first round of portable radios were delivered to two of our agencies and weekly deliveries will continue.

Glen noted he was just notified the new radios are not compatible with the SWAT team's headsets and conversion kits are needed in order to correct that issue. Some agencies have already ordered their adapters and those that still need them should be aware there is an approximate 14 week delivery time. The concern is the inability for the team to communicate and Glen would like those team members keep their portables until there is a resolution.

Brad and his team are making sure portables are properly programed and charged prior to distributing so they are ready to use as soon as an agency receives them. Andie asked that users program their new radio identifiers into LERMS because it is the most efficient way for dispatchers to identify who the radio belongs to when there is an emergency alert activation.

Kurt thanked Brad and his team for all their hard work and is excited to see it all coming to fruition.

H. Radio Template Sub-Committee – Chuck Steichen

Remove from agenda.

I. Technical Update – Steve Lawlor

Steve reported that 5 of our agencies have gone live with SpidrTech with Edmonds and Snohomish County Sheriff's Office close to that point. Steve asked, for the purpose of planning, that Arlington, Marysville, Monroe, Mill Creek, Brier, Woodway, and Stillaguamish Police Departments provide him with an update as to whether or not they plan to adopt the technology, and if so, to also provide an approximate time frame.

6. New Business

None

8. Old Business

Mental Health and Chemical Dependency Assists – "ASW" TYPE CODES– Hattie Schweitzer

Hattie met with PTCC last week to discuss the ASW Type Code. This type code will be used only when a Crisis Intervention or Mental Health Professional contacts dispatch for a standby or an assist. Calls related to welfare checks or Calls for Service requiring a law enforcement response outside of a standby or assist will continue to be entered with the appropriate Type Code. PTCC felt an additional disposition code is not necessary and Jim felt the data the agencies are interested in collecting can be accomplished with the new type code alone. The committee agreed. Hattie noted the target date to "go-live" with the new type code would be

March 9th during the next GIS update. *Hattie will distribute the new Type Code description to the Policy Review Committee.*

9. Good of the Order.

Tulalip Tribal Police – Kurt shared there is now an agreement with Tulalip Tribal Police to come aboard as a “radio user” only. We will present it to the Executive Board next week, March 18th. If the Executive Board agrees, we will begin the process of negotiations to get them on our system.

10. Meeting was adjourned at 11:18 hours.

The next meeting is scheduled for April 13, 2021 @ 1030 – VIA ZOOM

DRAFT

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

February 17, 2021

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☒ Drew Bono	Fire District 24
	☐ Thad Hovis	South County Fire	☐ Willie Harper	Fire District 25
	☒ Don Waller	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Merlin Halverson	Fire District 5	☐ Dave Kraski	Arlington Fire
	☐ Bronson Smith	Fire District 15	☒ Mike Calvert	Everett Fire
	☐ Brian Anderson	Fire District 16	☒ Darryl Neuhoﬀ	Marysville Fire
	☐ Jim Haverfield	Fire District 17	☒ Blake Engnes	Mukilteo Fire
	☒ Keith Strotz	Fire District 19	☐ John Cermak	North County RFA
	☐ Chad Schmidt	Fire District 21	☒ Brett Blankenship	Paine Field Fire
	☐ Travis Hots	Fire District 22	☒ Steve Gupstill	SRFR
	☐ Tim Bond	Fire District 23	☐	
Alternates in Attendance	☒ Mike Gatterman	Fire District 4	☒ Jeff Cole	Marysville Fire
	☒ Bill Dane	Fire District 17	☐ Chris Alexander	Mukilteo Fire
	☐ Gino Bellizzi	First District 19	☐ Don Bartlett	North County RFA
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐ Dennis Fenstermaker	Fire District 24	☒ Larry Huff	SRFR
	☐ Theresa Ramey	Arlington Fire	☒ John Chalfant	South County Fire
	☐ Dave DeMarco	Everett Fire	☐	
Guests and Staff in Attendance	Ryan Lundquist, SRFR	Brad Steiner, SNO911		
	Mike Messer, SRFR	Derek Wilson, SNO911		
	Zach Hanson, Arlington	Hattie Schweitzer, SNO911		
	Kurt Mills, SNO911	Steve Lawlor, SNO911		
	Terry Peterson, SNO911	Karl Christian, SNO911		
	Andie Burton, SNO911	Meg Bittinger, SNO911		

Note: *Follow-up action items are noted in italics. Decisions are underlined.*

Chairman Eric Andrews called the meeting to order at 1:30 p.m.

1. ANNOUNCEMENTS: N/A

2. APPROVAL OF MINUTES: A motion was made by Drew Bono and seconded by Jeremy Stocker to approve the January, 2021 Fire TAC / Ops meeting minutes as written. Unanimously approved.

3. COMMITTEE UPDATES:

A. PTCC / NWS. *Steve Lawlor.* PTCC met at the beginning of the month. Still have 3 outstanding P 0's and a couple P 1's, so the recommendation is to push the March 9th go live date out to April 19th (tentatively). New date approved by Fire TAC. Planning on another end to end testing on Feb 23rd depending on the hotfixes with the P 0's. ESO update – haven't heard anything about the release they're working on, but they are close to having a version to try in delta.

B. Technical Update. *Steve Lawlor.* Sent a PSAP notification out this morning for the mobile outage that occurred around 8 o'clock last night. It was on the mobile server - it stopped responding

and they had to log in and restart the service to get everything back online. This is probably the second time this has happened - hoping Tyler will get this fixed in the next release.

- C. Radio Replacement Committee.** *Brad Steiner.* Subscribers are rolling out – 485 portables have been delivered, and the original schedule was 320. However, they are running out of spare I.D.s. They are doing a radio ID exchange, so they need agencies to return old radios. Reminder that next month they would like to restart the interoperability discussions. Chief Bono said it would be really nice to have VHF capability on the portables before rescue season starts this spring and summer. Per Kurt, there is state wide effort to improve radio interoperability with jurisdictions. He's hoping this program will help us with interoperability with Island County and Skagit County. DC Chalfant asked about radio ID tags and if they will be coming with the new radios. Brad will follow up with the team and confirm how this will work.
- D. Radio Procedures Committee.** *Hattie Schweitzer.* The committee met on the 8th. They made some final movement on the HazMat section regarding the topic of 4th alarms. Ultimately they decided the language that will be moving in to the Fire Radio Procedures Manual will state that the incident management team will manage the 4th alarm assignments. Should get the manual changed later this week. Also discussed Greater alarms and level 2 radio assignments and a small change will be made there as well.
- E. Fire Standards/Data.** N/A
- F. Fire User Group.** N/A
- 4. SNO911 UPDATE:** *Kurt Mills*– anticipating shutting down the tertiary center at the end of March.

 - A. MPDS Call of the Month** - *Hattie Schweitzer.* Tim Spurling received this for the month of January. Please see the document that came out with the February Fire TAC packet.
- 5. OLD BUSINESS:**

 - A. WAVE Radio Pilot-** *John Chalfant.* Looking to involve Motorola to trouble shoot some of the errors that were occurring in the initial phases of the test. Wave to Wave still up, Wave to Radio delayed until Motorola can help. Brad explained that they need to recreate the event in its entirety in order to accurately diagnose the problem to see if it's related to WAVE or something else. This will take a little more time based on current priorities.
 - B. FOC Workgroup** – *Derek Wilson.* Working on finishing up some of the details that have been presented internally from SNO911. Next step will be to get a workgroup going - something similar to the air traffic control model pilot. Once they have feedback they will come back to TAC with a proposal plan and timeline. Parallel with that, something that came up is the back-up stations at the quadrant level. Derek has a list of quadrants that currently have no station area identified for them. Most of them are newer quadrants or heavily adjusted quadrants. Derek will get the list out to each agency by the end of the week to get feedback on how we want to configure - it has to be done quadrant by quadrant.
 - C. SNO911 Notifications** – *Andie Burton.* Talked through the document last month and updated it. Andie reviewed the document on the screen and went over the changes she made. Derek and Jarrod will work together to show agencies how to make/manage and maintain lists for Rave. Chief Andrews moves to accept the new document, seconded by Jeremy Stocker. Unanimously approved.
 - D. County Fire Resource Plan Committee** – *Jeremy Stocker.* Met last week and discussed a couple issues. First, since responses are broken into zones, some of the discussion was regarding the immediate need to get the closest engines and command units to the scene. The majority of the

discussion involved how to get a system in place that doesn't completely eliminate every apparatus from a particular region or agency. So, they are working on a survey question that will be going out to all the agencies. What apparatus or stations are you okay with being empty? What stations do you need to have staffed? They should be sending that survey out soon. Next meeting is March 2nd, and the hope is to have the responses from the survey back by then.

- E. **SRFR APX Interface with SNO911** – *Larry Huff*. Been working with APX for the last 6 or 7 months. Would like to move forward with this as their solution to mobile pre-fire plans. They are not necessarily endorsing this for the whole county, but they do believe strongly in a countywide pre-fire plan system. One of the reasons they chose APX is because it's an annual subscription, and in case there ever is a county wide solution, we can easily pivot from this and go to whatever that solution may be. APX already has an interface built with Tyler, so all we would be looking at is the time it would take SNO911 to work with them to create an interface. There was an in-depth discussion regarding the fact that we've been talking about a standardized pre-fire plan for fire mobile for years now. Many were under the assumption that there is a committee dealing with this issue. Per Chief Neuhoff there is a committee, but because of COVID, there hasn't been much accomplished of late. There is a meeting coming up in March.

6. **NEW BUSINESS:**

- A. **MPDS Training Videos** - *Hattie Schweitzer*. Over the last few months Kurt and Terry worked with a professional videographer to create 3 different training videos that are overviews of the MPDS/ProQA system. The intent is to share these county wide with all of our EMS agencies, and to also use them in the SNO911 new hire academies. They also created a learning objective worksheet to go along with it. It will be rolled out at the fire academy tomorrow. Once they get the feedback, they would like to send it out county wide and see if everyone will implement it into their training plans. Chief Stocker advised that he would assist with getting the videos posted to the online training platform used by most fire agencies in the county. Hattie and/or Andie will connect with him offline to accomplish this.
- B. **CAD Lite/Bugout Table Top Exercise** – *Andie Burton*. Ultimate goal is to have another 911 center answer our calls and enter them in to CAD Lite in case of a bugout/major incident involving our call centers. SNO911 would like to do a table top bugout drill on March 31st. Looking for a fire agency who would be willing to participate. Chief Guptill and DC Chalfant will work together and help out with this.

7. **GOOD OF THE ORDER:** *Kurt Mills*. It's that time of year when we get the ESO HDI invoice. Past practice has been that it is paid proportionately based on how many EPCR's each agency processed the year prior. We're working on the calculation. Per Chief Guptill, if there are agencies that aren't using this, is it fair to ask them to pay for it? After some discussion, it was decided that Kurt will reach out to Scott Dorsey and further the discussion. It will also be discussed at the Fire Chief's meeting on March 1st. Before we wrapped up, Chief Neuhoff asked about Pulse Point. Kurt said that it's going to the Board tomorrow, and it looks like it may get funded by a grant, but that's not official yet.

8. **ADJOURN:** The Fire TAC / Operations Committee adjourned at 2:41 p.m.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, March 17th at 1:30 p.m. via ZOOM.

Snohomish County 911

Finance Committee

Meeting Summary for March 11, 2021 / 1:30 – 3:00 pm

Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco		David Chan	✓	Jeff Brand	✓
Steve Guptill					
Staff Support Team					
Kurt Mills	✓	Angie Baird	✓	Terry Peterson	✓
Brad Steiner	✓			Sharon Brendle (notetaker)	✓
Guests					
Brian Snure (Attorney)		Rita Simmons-Owens (SNO911)			

Decisions are underlined, follow up matters are in *italic*.

Dave DeMarco and Steve Guptill were unable to attend today's meeting. The attending committee members asked Kurt to chair and the meeting was called to order at 1:32. Two items will be address out of order: Item 3B, Procurement Policy Updates, and 4A, RRP New Site License for North Stanwood in order to accommodate our guests' and Brad Steiner's schedule. It was noted that there was not a quorum present, however, the meeting proceeded. Action items will note if a consensus was reached rather than a motion approved.

1. Announcements.

- Kurt reported on the sudden and unexpected loss of our Senior Accountant, Dan Summers. Dan had been with the agency since 2014 and was a valuable member of the finance team. He will be deeply missed both as a coworker and friend.
- Kurt also reported that thanks to Commissioner Roy Waugh's suggestion, he was able to secure grant funding from the King County's Medic One Foundation for the initial purchase of PulsePoint. They are also exploring potential sustainable funding. He then reported that SNO911 received up to \$75,000 in federal and state funding for the CAD-Lite project.

Old Business.

3B. Procurement Policy Updates. Consultant Brian Snure went over the proposed policy changes. Most of the changes were to make clarifications to the definitions and to provide guidance to staff. The areas that Brian focused on and addressed questions for were:

- Change Orders
- Sole Source
- Unit Price contracting
- Authority Matrix

Asked if the agency could be required to buy local, Brian replied no. Governmental entities cannot give preference to local vendors; this would require legislative change. This issue may be tied to a Federal statute relating to interstate commerce.

Following additional questions and discussions on some of the changes proposed, the committee members that were in attendance reached consensus and agreed to recommend to the Board approval of the Procurement Policy Updates.

New Business.

- 4A. APF – RRP New Site License for North Stanwood.** Brad presented a new site lease for both the land and tower in North Stanwood, which is expected to improved coverage in the area. Since this is a commercial lease the rate is much higher than what it would be through colocation with one of the agency partners. He reported that this rate is on par with other standard commercial rates, and includes an annual escalation of 3%. The lease has gone through WCIA and technical staff review and is under legal review with Anderson Hunter. He expects to have that completed prior to the board meeting on the 18th.

Brad went into more detail on the terms and conditions of the lease and answered questions from the committee. He will also follow up with the attorney regarding questions from Commissioner Chan on the leaseholder's name, as well as negotiating a cap on the increases during the renewal period, and whether or not the lease can be subleased before the term ends. Angie also asked that he clarify the initial funding source through the Radio Replacement Project, and that it would eventually be moved over into Operating Fund 70. Brad said that the RRP line item for new tower sites runs through 2023.

The committee members reach consensus and agreed to recommend to the Board approval of the RRP New Site License for North Stanwood, following legal review.

The meeting returned to the regular agenda order.

2. Reports

- A. Blanket Voucher Report.** Following a question from a committee member on what First Watch is, Kurt explained they're a data analytic service provider that has been used by the agency a number of years. Fire agencies use it to track overdoses and monitor response times. SNO911 uses it to monitor numerous data including performance criteria. Terry added that it has been used during the Pandemic to share real-time information as to where infections were occurring, and what kind of protocol was carried out.

There was consensus among the committee members to recommended that the Board approve the Blanket Voucher Report.

- B. Fund Balance Report.** No questions were made.

- C. RRP Payment Tracking Report.** Kurt reported that the agency is caught up with the County's reimbursement and the process is now running smoothly. David Chan said he appreciated seeing the change. Angie reminded the committee that an additional \$750,000 was added to increase the fund balance which has helped with potential cash flow issues.

3. Old Business

A. Capital Project 80-017 – Logging Recorder Increase. Kurt presented the proposal and explained that the logging recorder, which is necessary to record 911 calls and radio traffic, needs to be upgraded. The agency asks to increase the amount of the capital project from \$150,000 to \$302,000. This would cover the following:

- Replace the old VPI system at South Campus so they're using the same system that's in place at North Campus. Since VPI was purchased by NICE, the agency is looking to receive some credits for this purchase.
- Adding screen recording, which would allow technical and operations staff a much more streamlined way to evaluate issues or problems reported to CAD.
- Adding integration with Tyler on the CAD system. This will increase the efficiency of the records person and allow them to search multiple talk groups and incidents at the same time rather than manually.

Some of these upgrades are still being fully explored to verify compatibility before any changes will be made.

Following some questions, comments and discussion, there was consensus among the committee members to recommended that the Board authorize an increase of Capital Fund 80-017 from \$150,000 to \$302,00.00 pending final purchasing and legal review.

B. Finance Consultant. Angie reported there was only one response received for the request for a financial consultant. The amount budgeted is \$20,000 and the proposal came in at \$25K - \$50K, which is a large range. Staff used the MRSC approved vendor list because this is for professional services and believes the scope is still too broad and that is impacting the responses. The committee discussed narrowing the scope of the project to department structure and evaluating if the software is meeting the agency's needs. Angie will bring a revised scope of work back to the committee next month.

5. Good of the Order.

- David Chan commented on a newspaper article he read recently regarding Lewis County not wanting to consolidate their 911 system with Thurston County. He will provide the article to Kurt.

The meeting was adjourned at 2:58 pm. The next meeting will be held on April 8th at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for March 9, 2021, 8:30 a.m.
Location: Web Conference

Meeting Attendance:

Committee Members					
John DeRousse, Chair	✓	Thad Hovis	✓	George Hurst	✓
Jonathan Ventura	✓				
Staff Support Team					
Kurt Mills	✓	Terry Peterson	✓	Angie Baird	
Sharon Brendle	✓				

Decisions are underlined, follow up matters are in *italic*.

The meeting was called to order at 8:31 am by Deputy Chief John DeRousse.

- Staffing Report & Recruiting Update.** Terry reported on current staffing. There are two full time vacancies right now. They're holding a one-person academy this week, with another one scheduled in a couple month. Schedule discussions with the union are progressing well. They held joint union-mgmt presentations last week which were attended by 30-40 people. Another 40 staff watched the recorded presentation. He said Circadian is coming back out the week of the 15th, so he anticipates by the beginning of next month they will know what employees want for a schedule. Bargaining will follow to decide on the changes. Kurt reported that overtime has been decreasing.
- Reclassification Records Supervisor.** Kurt recalled this issue is a follow-up from last month. He reported that they updated their research and also used the AWC comp study, in addition to internal research. Change in the grade data is accurate. There was a typo in last month's information related to the title of the position, however the salary was correct. The committee recommended approval.

Thad Hovis moved to recommend to the Board to change the Records Coordinator position to Records Supervisor and change the wage grade to Grade 12. The motion was seconded by Jonathan Ventura and passed unanimously.

- Purchasing Coordinator Update.** Kurt reminded the committee that this position was approved by the board last year, and the agency has been trying to fill it. Two different candidates have withdrawn during the background process. Even with unemployment so high, Kurt thinks the two year term may be contributing to the challenge in finding successful candidates.
- RRP Radio Technicians.** Kurt reported on the current status of the RRP: out of design review, working on the project, and deploying the mobile radios. They are finding a need for more technical assistance. They have requested authorization to fund two Radio Technicians with two year terms that may be extended. This position would help support installations, as well as deliver and program radios. This is junior in skill level to the current Electronic Communication Specialists. They are also exploring on whether or not this position could be

outsourced. The amount requested is \$113,265, per technician per year, with a contingency of 10%. The total would be double this to cover the two positions requested, or \$250,000, annually. These positions can be covered within the budget.

Jonathan Ventura moved to recommend to the Board authorization of two additional Radio Technicians, as described in the APF, in an amount not to exceed \$250,000 annually for both positions for two years. The motion was seconded by John DeRousse and approved unanimously.

5. **Reclassification Senior Accountant Position.** Kurt reported on the recent sudden loss of the agency's senior accountant. They are now recommending to reclassify the position from Grade 14 to Grade 15, which would change the position to that of Finance Manager and add supervisory responsibilities. He added that they are considering using the Prothman Company to conduct a professional search. Some discussion on this topic followed. Kurt shared a draft version of the updated organizational chart *which will be included in next week's board packet*. The agency will continue to discuss recruitment plans for this position.

Jonathan Ventura moved to recommend to the Board reclassifying Senior Accountant Grade 14 to Finance Manager Grade 15. The motion was seconded by Thad Hovis and approved unanimously.

6. **Reclassification IT Database Administrator.** Kurt explained that in lieu of a data base administrator, they currently need a more of an all-around generalist position that can be of greater benefit to the agency. They propose reclassifying the Database Administrator to an Applicant Support Analyst 2 position.

Thad Hovis moved to recommend to the Board reclassifying the Database Administrator position to an Application Support. The motion was seconded by Jonathan Ventura and approved unanimously.

7. **PSEU CBA Negotiations.** Kurt briefly updated the committee on the status of negotiations with the Supervisors' union. Their contract expires at the end of May. Attorney Rod Younker will attend the Board meeting next week and provide an update to the board.
8. **SCEA - Schedule Project Update.** Nothing further than what was reported earlier in the meeting.
9. **Round Table.**
 - Thad informed the committee that a gathering to honor the service of a long-term fire fighter Les Fredrickson is scheduled to take place tomorrow on Bainbridge Island. A link on how to submit a video message for Mr. Fredrickson will be shared with all staff.
 - Jonathan wanted to thank all those involved in the radio replacement program. His department is pretty happy so far. This comment will be passed on to Brad and his team.

The meeting was adjourned at 9:01. The next Personnel Committee meeting is scheduled for Tuesday, April 6th at 8:30 a.m.

Snohomish County 911
Future Facility Evaluation Meeting Committee
Meeting Summary for March 9, 2021, 3:00 – 4:00 pm
Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Jeff Brand	✓	Steve Guptill	✓
George Hurst	✓	Kristiana Johnson	✓		
Jason Biermann	✓	Rich Llewellyn	✓		
Staff Support Team					
Kurt Mills	✓	Terry Peterson	✓	Angie Baird	
Sharon Brendle (notetaker)	✓				
Guests					
OAC Services: Dave Jobs, Kevin Fromm, and Krista Lutz					

Decisions are underlined, follow up matters are in *italic*.

The meeting was called to order at 3:01 pm by Chair, Dave DeMarco.

1. **OAC Presentation.** Kurt invited OAC, a local firm who has experience working with various governments within Snohomish County. Members of their Design & Construction Management Team introduced themselves, gave an overview of their company and provided a brief high-level presentation. They spoke about the different Project Delivery Options (construction approaches) and how projects proceed differently depending upon the approach selected. A few of these methods include the following:
 - Design-Bid-Build (fairly traditional, but can be challenging and carries risk for the owner)
 - General Contractor/Construction Management (Still carries risk, but owner, builder and designer work together)
 - Design-Build (Contractor carries the risk; designer and builder are collaborative)
 - Progressive Design-Build (more simplified approach, less costly and quicker procurement process)

The team went into more detail as to how these different methods compared with each other. Possible next steps were also discussed:

- a. Initiating a request for quote (RFQ) and procurement for a Project Manager/Construction Manager.
- b. Creating an MOU for partner organization
- c. Contracting with a Real Estate Broker (if not already contracted through a PM/CM)
- d. Conducting a Feasibility Study
- e. Deciding on the Delivery Method that will be used (construction approach)
- f. Selecting a project review committee (if an alternate delivery method is selected)
- g. Design and construction of the facility (2-3 years based on method and site-specific conditions)

Kurt recommended that once a location footprint is locked in, we begin exploring interest in colocation opportunities. There was consensus among the committee that SNO911 can't put their project on-hold for months while a possible colocation partner is explored and that interested parties will need to move quickly. He encouraged the committee to review the RFQs including one from Bothell included in the meeting packet. He thinks that these could be used as a model for trying to bring in some outside expertise.

Their presentation gave the committee lots to consider, with some of the members sharing their past experiences with large construction projects. Kurt thanked the team for taking the time to meet with the committee, and expressed his appreciation for their assistance in trying to educate them on the different approaches they could take. The OAC team thanked the committee for giving them an opportunity to present, and said they'd be happy to answer any further questions. They left the meeting at 3:48 pm.

There was discussion on how traditional low bid construction often ends up with significant budget increases due to change orders.

2. **APF – Future Facility Footprint.** The APF provided was consistent with past information that had been presented to the committee. Kurt said that after they'd looked at geology, liquefaction, transportation, fiber ring, and where staff lived, they'd decided on the area mapped on the APF. They are looking for support for this from the committee before exploring colocation partner opportunities. Following some discussion a motion was made:

Rich Llewellyn moved to recommend to the board support for the Future Facility location footprint as shown on the APF. The motion was seconded by Kristiana Johnson and approved unanimously.

3. **Long-Term Funding Options.** Terry reminded the committee that they had asked staff to start looking into potential funding options for the facility. A draft spreadsheet was presented. He recalled that the previous study provided a rough estimate of design and construction costs of \$43.8 million for a 30,000 square foot building on a minimum 2.5 acre parcel. Terry and Kurt added another \$2.5 million to that figure because they felt the property cost estimate seemed too low. This brought the project budget up to \$46 million, but that did not include construction contingency or furniture. Terry stressed that this number is only a draft. Using the county's projections, he described the potential revenue sources as well as giving an example of how it could be paid off in the long term. With all the revenue sources coming together, and with project expenditures beginning in 2021, running for 3 years, Terry thinks there is sufficient funding for the project. He added that there is a potential shortfall in 2024 so that would have to be addressed. Depending upon what the final project amount is, the borrowing amount may need to be increased. He provided some repayment possibilities and projected that with the sales tax revenue, the debt could be paid off in 15 years.

The committee followed this presentation with some lengthy discussion on what kind of borrowing is available, along with recommendations on length of debt repayment. Others shared their thoughts and experiences relating to collocating approaches (partnership

/landlord-tenant/go alone), while others wanted to be very clear on determining what benefits may be allowed while utilizing sales tax revenue. All agreed that they don't want potential colocators jeopardizing the project's timeframe. No action was requested for today.

The total available in the long-term capital funding plan is currently \$5.7 million.

Possible next steps:

- Draft a framework of an RFQ to bring in outside expertise.
 - Conduct a real estate analysis
 - Start colocation discussions
4. **Commercial Real Estate Agents.** A preliminary list of potential commercial real estate professionals were included in the packet. Kurt asked if any of the committee had experience with anyone in this field to please let him know.
 5. **South Sound 911 Tour Recap.** There was some brief discussion on the extensive scope of SS911's new facility, while determining the long-term vision for SNO911's facility. Kurt reported on some discussions he'd been having on what the future scope may be for SNO911. Terry added that it would be helpful to have a matrix that included data on projected growth for the next 5-20 years so the board could plan for some different options down the road.

Possible future visits to some other newer facilities was also discussed.

The meeting adjourned at 4:25 pm. The next meeting is scheduled for April 6th at 3:00 pm.