SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
SPECIAL BOARD MEETING AGENDA
December 15, 2022 at 8:30 a.m.
Web Conference – Join Zoom Meeting

https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMlJuT2ZXMmtYVU8rSnBkUT09

Meeting ID: 860 0046 6014, Passcode: 195881
or dial +1 253 215 8782

Physical location: 332 SW Everett Mall Way, Everett, WA 98208

SNOHOMISH COUNTY 911
BOARD of DIRECTORS MEETING

October 20, 2022

Board Members & Management in Attendance	☒ Jon Nehring (President)	Marysville	☒ Jonathan Ventura	Arlington Police
	☒ Dave DeMarco	Everett Fire	☐ Richard Emery	Mukilteo
	☒ Derek Daniels (arr. 8:50)	South County Fire	☐ Pete Caw	Mntlk Terrace PD
	☒ Steve Guptill	SRFR	☒ Kurt Mills	Snohomish Co 911
	☒ Darryl Neuhoff	Marysville Fire	☒ Terry Peterson	Snohomish Co 911
	☐ Ryan Shaughnessy	Fire District 15	☒ Andie Burton	Snohomish Co 911
	☒ Ian Huri	SCSO Undersheriff	☒ Marlin Herolaga	Snohomish Co 911
	☒ Ken Klein	Snohomish County	☒ Wade Anderson	Snohomish Co 911
	☐ Dan Templeman	Everett Police	☐ Howard Tucker	Snohomish Co 911
	☐ Judy Tuohy	Everett	☒ Steve Lawlor	Snohomish Co 911
	☒ Rod Sniffen	Edmonds Police	☒ Jordan Stephens	Legal Counsel
	☐ George Hurst	Lynnwood		

Alternate Board Members in Attendance	☐ Thad Hovis	South County Fire	☒ Jim Nelson	Lynnwood Police
	☒ Roy Waugh	SRFR	☐ Jim Lawless	Marysville Police
	☒ Chad Schmidt	Fire District 21	☒ Dave Teitzel	Edmonds
	☐ Dara Salmon	Snohomish County	☐ Cheol Kang	Mukilteo Police
	☐ Scott Robertson	SCSO Bureau Chief	☒ Jeff Beazizo	Lake Stevens Police
	☒ Jeraud Irving	Everett Police	☒ Dale Kaemingk	Brier
	☐ Don Schwab	Everett		

Guests and Staff in Attendance	Stan White - Acting Chief Mill Creek Police	Alicia Berget - SNO911 (Public Meeting Location)
	Riley McGinnis - Public Citizen	Sharon Brendle - SNO911 (Notetaker)
	Diana Brown - OAC	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	Vice President Dave DeMarco announced that President Nehring had a brief speaking engagement and will be joining the meeting later. Vice-President DeMarco called the meeting to order at 8:30. Roll was called and a quorum was confirmed. There were no announcements.	
2. Public Comments	None.	
3. Approval of Agenda	Executive Director Kurt Mills asked that an additional item be added to the agenda, Item 6B: Action to end Covid 19 Emergency Declaration. There was no opposition to this change. The agenda stands as amended.	
4. Consent Agenda	***Acting Chief Neuhoff moved to approve the Consent Agenda, including:*** **A. *Minutes from the September 15, 2022 Board Meeting;*** **B. *Minutes from the September 22, 2022 Special Board Meeting;*** **C. *September 2022 Blanket Voucher and Payroll Approval Form: Checks 16447-16575, for a total of $1,255,730.03; and Payroll Direct Deposit in the amount of $1,118,210.04.*** ***The motion was seconded by Chief Jim Nelson and approved unanimously.***	**Consent Agenda Approved**

5. Director's Report	Deputy Director Peterson spoke on the ongoing conversations with Snohomish County PUD about them joining SNO911's radio system. He reported that they went through a competitive bidding process earlier in the year. They are now comparing the overall system costs over a 10 year period with what it would cost to join in SNO911's sytem as a subscriber. He added that he thought it made sense for them to join, since it their rate payer is the same as the county's tax payer, and there is potential savings over the long run. They recently met again last week, and the deputy director reported they are working on the details for an MOU or Interlocal agreement. The PUD has also been provided a cost proposal to join into the system. He anticipates a final decision over the next two to three weeks.	
6. Old Business	**A. Discuss Direction of Continuing 100% Remote Board meetings.** In response to an intial question by a board member on whether the agency can begin using any of the space at the new facility for meeting purposes while the dispatch center is being constructed, the director said that they have been discussing the feasibility of using some of the space that is currently usable. He asked the board if they were agreeable to holding the December board meeting in the new facility. He mentioned a few items that would need to be addressed prior to that, including acquiring furniture and making sure technology was in place to allow for a hybrid (in person or remote) meeting. There was no opposition voiced against this proposal. The director said he would keep the board informed on this. Attorney Jordan Stephens added that the meeting would need to be considered a Special Meeting because of the site change. The board directed staff to work towards holding a December hybrid board meeting at the new facility. **B. Action to End Covid-19 Emergency Declaration 2021-07.** Director Mills reported that Governor Inslee has stated that he will lift the Emergency Declaration for Covid-19 on October 31st. SNO911 had extended a similar resolution for this in October of last year. Director Mills offered to bring a report back next month on how the emergency declaration had been invoked. ***Acting Chief Neuhoff moved and Snohomish County Executive Director Ken Klein seconded to coincide the ending of SNO911's Covid-19 Emergency Declaration with the Governor's rescinding of same. The motion was approved unanimously.***	**Motion approved**
7. New Business	**A. Appointment for Future Facility Committee.** Deputy Director Peterson explained that the board hasn't set a definitive number for committee members, but with the recent passing of Councilmember Kristiana Johnson, there is a vacancy. Councilmember Dave Teitzel has expressed interest in serving on the committee. ***Acting Chief Neuhoff moved and Assistant Chief Rod Sniffen seconded to approve Councilmember Dave Teitzel to serve on the Future Facility Committee. The motion was approved unanimously.*** **B. APF - Appointive Staff Policy Updates.** Director Mills explained that prior to the consolidation and merger, there	**Motion approved**

	were separate policies covering staff that were on-call or standby status. The current policies in place are similar to those that had been created by SNOPAC. Operations Managers are currently excluded from the process, but they maintain an on-call rotation among themselves. The director is asking that the weekly on-call stipend be extended to the Operations Managers. He is also asking to increase the weekly amount from $250 to $300. The policy changes also include some language changes. He added that the Personnel Committee gave their support for this update. ***Acting Chief Neuhoff moved and Commissioner Derek Daniels seconded to approve the Appointive Policy Changes described [in the APF] that modify the On-Call and Standby programs. The motion was approved unanimously.***	**Motion approved**
	C. APF - RRP Radio Technician Continuation. Director Mills explained that this just continues the authorization that allows the agency to contract additional help for the Radio Replacement Project. He reported that they currently have a local contract employee that they wish to continue using. ***Acting Chief Neuhoff moved and Commissioner Daniels seconded to approve continuation of outsourced radio technician support for the Radio Replacement Project, in an amount not to exceed $250,000 per year. The motion was approved unanimously.*** President Nehring arrived and took over the meeting with the next action item.	**Motion approved**
	D. APF - Financial Actions to Support Future Facility Project. Deputy Director Peterson explained each of the items proposed in the APF and asked the board to take action on each. All actions proposed are in support of moving forward with the purchase of the future facility. **1.** ***Acting Chief Neuhoff moved and Chief DeMarco seconded to accept the OAC Due Diligence Assessment as presented. The motion was approved unanimously.*** **2.** ***Acting Chief Neuhoff moved and Chief DeMarco seconded to authorize the designation of $3,000,000 of Capital Funds to Project 80-038 Future Facility Initiative. The motion was approved unanimously.*** **3.** ***Acting Chief Neuhoff moved and Chief DeMarco seconded to authorize the Executive Director of Designee to sign the Approval Notice Letter, per Section 5 of the Purchase and Sale Agreement for the property located at 332 SW Everett Mall Way, Everett, Washington, as amended on September 30, 2022 to be funded from Capital Project 80-038. The motion was approved unanimously.*** **4.** ***Acting Chief Neuhoff moved and Chief DeMarco seconded to approve the Future Facility project budget of $62,000,000 which includes the use of approx. $49M of bond proceeds per the***	

	Snohomish County Capital Financing Agreement and approx. $13M of non-bond revenue comb ned from E911 and ECSF taxes earmarked and/or already allocated to this project. The motion was approved unanimously. 5. ***Acting Chief Neuhoff moved and Chief DeMarco seconded to authorize staff to create Future Facility Fund 150 for this project. The motion was approved unanimously.*** 6. ***Acting Chief Neuhoff moved and Chief DeMarco seconded that following the real estate closing, transfer all remaining approved capital funds from project 80-038 and deposit the requested bond proceeds (approx. $49 million) to the new Future Facility Fund 150. The motion was approved unanimously.*** **E. APF - Procurement Policy Updates.** Finance Director, Wade Anderson, explained that with the new construction process approved by the Board (Progressive-Design-Build), Attorney Brian Snure recommended that the procurement policy should be updated to reflect that and support the Board's direction. Another change proposed was to include Land Surveyers along with Architects and Engineers in Section 4C. The Finance Committee recommended approval of these changes. ***Acting Chief Neuhoff moved and Commissioner Daniels seconded to approve the updates to the SNO911 Procurement Policy as presented. The motion was approved unanimously.*** **F. APF - Alphanumeric Paging Project - NORCOM Cost Share ILA.** Deputy Director Peterson recalled that the board took action last month to remove the alphanumeric paging scope of work from the Motorola contract. This lowers the project by $1.9 million. The paging technology is still needed so they want to extend the life of the existing system. They will work with NORCOM to do a partial system replacement. A draft cost sharing agreement is included in the packet, which has been approved by both legal counsels. The NORCOM board approved it on October 14th. Deputy Director Peterson explained the next steps if approved. **Acting Chief Neuhoff moved and Commissioner Daniels seconded to approve the SNO911/NORCOM Alphanumeric Paging Cost Share Interlocal Agreement, in a form substantially as presented, pending final legal review. The motion was approved unanimously.**	**All motions approved** **Motion approved** **Motion approved**
8. Reports	**A. Agency Reports.** Director Mills referred to the written report. He added that SNO911 was referenced in a NHTSA report referencing the CAD-Lite application, and how interoperability can be more standardized rather than a custom interface for everything. **B. Future Facility Project.** Deputy Director Peterson reported that the RFQ has been released and they are getting a lot of attention. He anticipates from five to eight responses. They will work with the selection committee to narrow down the finalists.	

	Assistant Chief Steve Guptill will be participating on the selection committee. **C. Radio Replacement Project (RRP) Update.** Nothing additional to report. **D. Police TAC.** No meeting. **E. Fire TAC.** Acting Chief Neuhoff reported that the meeting was held yesterday with brush and wildland fire as one of the topics of discussion. He added that there is a plan to create a special Ops group to oversee this area. Chief DeMarco spoke about the “Dashboard” project relating to mapping with SNO911 and DEM. DEM now has a universal site license for Esri products, including Dashboard and Geo-Event Server. He explained the plans that are place for this new license.	
9. Committee Reports	**A. Finance Committee.** Nothing more to add **B. Personnel Committee.** Nothing more to add. **C. County EESCS Committee.** Deputy Peterson reported that they did a brief review of revenues. **D. County ECSF Program Advisory Board.** No meeting. **E. Future Facility Committee.** Nothing more to add. **F. Board Technical Leadership.** No meeting.	
10. Executive Session	None.	
11. Good of the Order	None.	
12. Adjourned	The meeting was adjourned at 9:16 a.m. The next regular meeting is scheduled for November 17th, at 8:30 a.m.	

Action Proposal Form

Date: November 10, 2022

Title: Fund 140 New Radio Authorizations

Background / Purpose:

The SNO911 Board adopted a Fleet Expansion policy in December 2021. The policy states that staff should bring forward requests as they are received with a recommendation to immediately fund or queue until December of each year so that all requests can be reviewed at one time with consideration of allocated funding.

In 2022, the funding allocated to meet the needs of fleet expansion, lost, stolen and damaged beyond repair radios is $150K, which is quickly proving to be insufficient. Based upon growing experience staff will include additional funding in the annual budget request that is approved by the County Council in 2023 to meet the ongoing needs.

2022 fleet expansion requests and staff recommendations and previous Board action(s) are included below.

Table 1 – Known and Approved Fund 140 Requests 2022 YTD

Status	Date	Agency	Type	Estimated Amount	Staff Recommendation	Board Action
Pending	1/19/2022	Task Force	Growth	-$250,000	Queue for December, Fund as part of 2023 request	Pending
Approved	2/4/2022	SCSO	Growth	-$130,000	Immediately Fund from Fund 140	Board approved 2/17/2022
Approved	2/4/2022	SCSO - SAR	Growth	-$65,000	Immediately Fund from RRP Project Contingency	Board Approved 2/17/2022
Approved	3/1/2022	Arlington PD	Growth	-$20,261	Immediately Fund from Fund 140	Board Approved 4/21/2022 *
Approved	4/11/2022	SCFPD 25	Growth	-$7,660	Immediately Fund from Fund 140	Board Approved 4/21/2022 *
Approved	6/1/2022	Monroe PD	Growth	-$6,754	Immediately Fund from Fund 140	Board Approved 6/16/2022 *
Approved	5/26/2022	South County Fire	Growth	-$38,298	Immediately Fund from Fund 140	Board approved 6/16/2022 *
Pending	10/17/2022	Tulalip Fire	Growth	-$7,660	Immediately Fund from Fund 140	TBD
Pending	10/25/2022	Everett Fire	Growth	-$7,660	Immediately Fund from Fund 140	TBD
Pending	11/2/2022	Marysville PD	Growth	-$18,117	Immediately Fund from Fund 140	TBD
Pending	7/20/2022	Arlington PD	Growth	-$60,784	Immediately Fund from Fund 140	TBD

* Provided from project overstock

Suggested Action/Recommendation:

Authorize staff to move forward with the 10/17/2022 Tulalip Fire, 10/25/2022 Everett Fire, 11/2/2022 Marysville PD, and 7/20/2022 Arlington PD fleet expansion requests to be funded from Fund 140, as needed.

Fund: Fund 140

SNOHOMISH COUNTY 911

REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Tulalip Fire /Sno. 15 Date: 10/17/22

Contact Name: Ryan Shaughnessy

Email: ryans@fire15.org Phone: 360-322-2453

Describe the specific quantity and type of radio equipment being requested (e.g. 1 APX8000 Portable Radio)

Quantity	Model No.	Type
1	Mobile	

Please provide justification and purpose for the request. (e.g. We are adding two new vehicles to our fleet this year) New command vehicle.

The SNO911 Board will review each request when submitted during regularly scheduled meetings. The Board may decide to fund the request or may decide to queue the request until December of each year. Based on this information, what is the ideal date of when the equipment is needed? ASAP

Signature of Agency Head, Mayor or Council President

10/17/22
Date signed

SNO911 Staff

Approximate equipment value (not to exceed) $

Staff Recommendation

Updated 20220103

SNO911 Board of Director's Action

Request approved for Immediate Funding   Denied   Queued

Additional information requested:
Reason, if denied:

______________________________   ______________________________

SNO911 Board President   **Date Signed**

SNOHOMISH COUNTY 911

REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Everett Fire Department Date: 10/25/22

Contact Name: Dave DeMarco

Email: ddemarco@everettwa.gov Phone: 425-314-3202

Describe the specific quantity and type of radio equipment being requested (e.g. 1 APX8000 Portable Radio)

Quantity	Model No.	Type
1	Fire mobile radio installation with antennas, etc.	Single Head

Please provide justification and purpose for the request. (e.g. We are adding two new vehicles to our fleet this year)

We are adding one vehicle to our fleet in Q1 2023 to serve as an "alternative response unit (ARU)" staffed for social work responses. The unit will need to be equipped with a mobile radio.

The SNO911 Board will review each request when submitted during regularly scheduled meetings. The Board may decide to fund the request or may decide to queue the request until December of each year. Based on this information, what is the ideal date of when the equipment is needed?

David DeMarco Digitally signed by David DeMarco Date: 2022.10.25 08:49:43 -07'00'

Signature of Agency Head, Mayor or Council President **Date signed**

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board of Director's Action

Request approved for Immediate Funding ☐ Denied ☐ Queued ☐

Additional information requested:
Reason, if denied:

SNO911 Board President **Date Signed**

SNOHOMISH COUNTY 911

REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Marysville Police Department Date: 11/2/22

Contact Name: Jeff Franzen, Admin Sergeant

Email: jfranzen@marysvillewa.gov Phone: 360-363-8309

Describe the specific quantity and type of radio equipment being requested			
Quantity	**Model No.**	**Type/Accessories**	**Date Needed**
Example: 1	*APX8000*	*Single-Band, charger, etc.*	*March 13, 2022*
3	APX8000	portable,charger,2 batteries,etc	12/31/22

Please provide justification and purpose for the request. (e.g. We are adding two new vehicles to our fleet this year)

We have recently added 3 new Community Service Officer positions to our staff and they need portable radios to perform their job function.

Signature of Agency Head, Mayor or Council President 11.2.22 **Date signed**

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board Action

Action Date	**Action**		
	Immediate Funding ☐	Queued for Later ☐	Denied ☐

Updated 20220126

SNOHOMISH COUNTY 911

REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: ARLINGTON POLICE DEPARTMENT Date: 7/20/22

Contact Name: SETH KINNEY / MIKE GILBERT

Email: SKINNEY@ARLINGTONWA.GOV / MGILBERT Phone: 4257542936

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
Example: 1	*APX8000*	*Single-Band, charger, etc.*	*March 13, 2022*
9	APX8500	MULTI-BAND, DUAL HEAD.	1/1/23

Please provide justification and purpose for the request. (e.g. We are adding two new vehicles to our fleet this year)

ARLINGTON POLICE ARE LOOKING AT A LEASE PROGRAM STARTING IN 2023. THE UP FIT COMPANY WILL FACILITATE THE LEASE AND WILL BEGIN BUILDING THE VEHICLES IN FALL 2022 AND/OR AS SOON AS THE AGREEMENT IS SIGNED. THIS WOULD BE A BULK PURCHASE OF 9 ADDITIONAL CARS. WE RECENTLY IMPLEMENTED A TAKE-HOME CAR PROGRAM, MAKING THESE ADDITIONAL CARS TO THE FLEET, SIMILAR TO THE REASON SCSO HAS SO MANY PATROL VEHICLES.

J Ventura

Signature of Agency Head, Mayor or Council President

23 AUG 22

Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board Action

Action Date	**Action**		
	Immediate Funding ☐	Queued for Later ☐	Denied ☐

Updated 20220126

ACTION PROPOSAL FORM

Date: 12/06/2022

Action Title: Tower Site Lease Renewals and Amendments

Time Sensitivity: Normal

Background / Purpose:

SNO911 has several land lease agreements that are due, or past due, for lease extension. The underlying leases allow us to extend the original lease in 5-year increments under the existing lease terms. In order to extend the lease agreements, we are obligated to send letters to the landowners requesting the execution of the 5-year lease term extension.

Attached are the form letters to be used to exercise our option to extend the lease under the existing terms. These have been approved by our legal counsel.

In addition to the land use lease extension letters, King County has recently completed construction of a new building at the Sobieski Radio Tower site. This amendment number 2 to our original lease dated June 24, 2020 will allow SNO911 to begin installing equipment in the new building while continuing to occupy the existing building until the new radio system goes live. The amendment also identifies King County's intention to transfer SNO911 rights, titles, and interests in both the Sobieski and Clearview sites to PSERN.

SNO911 legal has reviewed and approved the amendment to the original lease agreement.

T-Mobile is a current tenant at the Fire Trail site. They have asked to add a backup generator for their existing equipment at the site. The amendment to allow them to add the generator has been reviewed and the radio team has determined the backup generator and it's placement will not interfere with existing equipment at the site. We are still in the process of obtaining final approval from the landowner per our lease agreement however, the amendment as outlined has been approved by SNO911 legal.

Finally, WSDOT has assumed ownership of the existing microwave equipment previously owned by King County at the Marysville Tank site. SNO911 has negotiated a new lease with WSDOT for the equipment at the site. The SNO911 Radio team has determined the equipment will not interfere with any of the existing or planned SNO911 radio equipment.

SNO911 legal has reviewed and approved the lease agreement with WSDOT at the Marysville Tank tower site.

Recommendation/Motion:

Recommend to place on consent agenda and authorize the SNO911 Executive Director to execute lease extension letters with our land owners under the existing lease terms, sign the lease amendment with King County for the Sobieski Tower site, enter into a new lease agreement with WSDOT for the existing equipment at the Marysville Tank tower site and sign the approved lease amendment with T-Mobile for the Fire Trail tower site..

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

City of Everett
Attn: Real Property Manager
3200 Cedar Street
Everett, WA 98201

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the 76th & Upper Ridge Road Site Lease with the City of Everett which commenced June 1, 2002 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from June 1, 2022 to June 1, 2027.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

Alderwood Water & Wastewater District
Attn: Administrative Services Manager
3626 156th St SW
Lynnwood, WA 98087

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the Bothell Nike Radio Site Lease with the Alderwood Water and Wastewater District which commenced June 1, 2001 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from October 31, 2021 to October 31, 2026.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

IWG-TLA Telecom, LLC
ATTN: Legal Department
1199 North Fairfax Street, Suite 700
Alexandria, VA 22314

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the Camano Island Site Lease with the IWG-TLA Telecom LLC which commenced May 1, 2003 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from May 1, 2023 to April 30, 2028.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

CC:
IWG-TLA Telecom, LLC
ATTN: General Counsel
4640 Admiralty Way, Suite 1030
Marina Del Rey, CA 90292

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

Alderwood Water & Wastewater District
Attn: Administrative Services Manager
3626 156th St SW
Lynnwood, WA 98087

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the Gunnysack Radio Site Lease with the Alderwood Water and Wastewater District which commenced November 1, 2001 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from October 31, 2021 to October 31, 2026.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

City of Marysville
Attn: Terrie Battuello
1049 State Avenue
Marysville, WA 98270

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the Marysville Tank Site Lease with the City of Marysville which commenced January 1, 2002 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease, except for the renewed term.

This lease extension will extend the lease agreement from January 1, 2023 to December 31, 2027.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

City of Mountlake Terrace
Attn: Real Property Manager
23204 58th Avenue West
Mountlake Terrace, WA 98043

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms of and conditions of the Mountlake Terrace Site Lease with the City of Mountlake Terrace which commenced June 15, 2002 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from June 15, 2022 to June 15, 2027.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

City of Everett
Attn: Real Property Manager
3200 Cedar Street
Everett, WA 98201

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the Rucker Site Lease with the City of Everett which commenced June 1, 2002 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from June 1, 2022 to June 1, 2027.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

November 17, 2022

City of Everett
Attn: Real Property Manager
3200 Cedar Street
Everett, WA 98201

Please accept this letter as notice that the Snohomish County 911 (SNO911) Governing Board of Directors is ratifying the terms and conditions of the SNO911 Antenna Site Lease with the City of Everett which commenced June 15, 2004 (the "Lease") and is exercising its option to renew the Lease pursuant to Section 2 of the Lease under the same terms and conditions of that Lease except for the renewed term.

This lease extension will extend the lease agreement from June 1, 2022 to June 1, 2027.

If you have any questions, please contact:

Steve Lawlor, Business Unit Manager
Office: 425-407-3924
Email: leasing@sno911.org

Sincerely,

Kurt Mills
Executive Director
Snohomish County 911

AMENDMENT NO. 2
TO
COMMUNICATION SITE SUBLEASE AND ACCESS AGREEMENT

THIS AMENDMENT NO. 2 TO COMMUNICATION SITE SUBLEASE AND ACCESS AGREEMENT ("**Second Amendment**") is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 ("**Sublessor**") and SNOHOMISH COUNTY 911, a Washington interlocal nonprofit corporation, having offices for the transaction of business at 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208 ("**Sublessee**"). Sublessor and Sublessee may jointly be referred to herein as the "**Parties**" or individually, a "**Party**." The "**Effective Date**" of this Second Amendment shall be the last date signed by an authorized Party representative.

RECITALS

WHEREAS, Sublessor and Sublessee entered into that certain Communication Site Sublease and Access Agreement on June 24, 2020, as amended by that certain Amendment No. 1 to Communication Site Sublease and Access Agreement dated May 13, 2021 (collectively, the "**Sublease**"), whereby Sublessee has subleased the Premises for operation of Sublessee's Equipment at Sublessor's Existing Facilities, which are located in the NE ¼ of Sec. 12, T. 25 N., R. 11 E., W.M., in King County, State of Washington (APN: 1225119002) at the Sobieski Mountain Communications Site; and

WHEREAS, Sublessor has completed construction of the New Facilities, and the Parties wish to (1) memorialize Sublessee's New Premises and the Equipment Sublessee has the right to install and operate thereon, and (2) extend the Removal Date by which Sublessee must remove its Equipment from Sublessor's Existing Facilities; and

WHEREAS, Sublessee is in the process of updating its current communications system, and as a result Sublessee will temporarily operate its legacy emergency communications system and its new communications system from the Site concurrently, but within a reasonable period of time after the Removal Date Sublessee shall discontinue use of its legacy emergency communications system and remove the corresponding equipment ("**Legacy Equipment**") from the New Premises and Site; and

WHEREAS, Sublessor intends to assign to PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation (hereinafter "**PSERN Operator**") all of Sublessor's right, title and interest in the Sobieski Site, including but not limited to the Sublease (hereinafter "**PSERN Assignment**"), and Owner has informed Sublessor that, as a condition of Owner's approval of the PSERN Assignment, the PSERN Operator must enter into a new lease directly with the Owner for that portion of the Property on which the Site is located (hereinafter "**PSERN Operator Prime Lease**"); and

WHEREAS, the Parties intend that the Sublease shall continue in full force and effect notwithstanding such PSERN Operator Prime Lease and PSERN Assignment; and

WHEREAS, for purposes of retaining the reciprocal rights between the Parties referenced in Section 3 (and other locations) of the Sublease, the PSERN Assignment shall include all of Sublessor's right, title and interest in the Clearview Sublease and its communications equipment located at the Clearview Site.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Second Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree:

1. **New Premises and Interim Equipment**. In accordance with the terms of Sections 4(b) and 4(c) of the Sublease, Sublessee's New Premises located on and within Sublessor's New Facilities and the Equipment Sublessee is permitted to install and operate thereon ("**Interim Equipment**") are depicted and described in **Exhibit B-1** and **Exhibit C-1** attached hereto and incorporated herein by this reference. Sublessee shall complete installation of its Interim Equipment depicted and described in **Exhibits B-1** and **C-1** within Sublessee's New Premises no later than the Removal Date, and shall have the right to operate its Interim Equipment and its Equipment remaining at the Existing Facilities, as described and depicted in Exhibits B and C, concurrently until the Removal Date.

2. **Removal Date**. Sublessor and Sublessee hereby agree to amend the definition of "Removal Date," as defined in Section 4(c) of the Sublease. From and after the date of this Second Amendment, the "**Removal Date**" shall be July 31, 2023. In accordance with the terms of Section 4(c) of the Sublease, Sublessee shall complete removal of all of its Equipment and personal property from Sublessor's Existing Facilities no later than the Removal Date. On the Removal Date, **Exhibits B** and **C** of the Sublease shall be deleted in their entirety and replaced with **Exhibits B-1** and **C-1** attached hereto, and all references in the Sublease to Sublessee's, Equipment Space, Antenna Space, Premise and Equipment shall refer only to Sublessee's New Premises and Interim Equipment depicted and described in **Exhibits B-1** and **C-1** attached hereto.

3. **Final Premises and Equipment Configuration**. Sublessee has informed Sublessor that within a reasonable period of time after the Removal Date, Sublessee intends to discontinue use of its legacy emergency communications system at this Site and corresponding Legacy Equipment, which is a portion of the Interim Equipment, thereby reducing the final Premises and Equipment configuration to that depicted and described in **Exhibit B-2** and **Exhibit C-2** attached hereto and incorporated herein by this reference. In accordance with the terms of the Sublease as amended by this Second Amendment, Sublessee shall decommission and remove its Legacy Equipment from the Site, and repair all damage to the Site occasioned by such work, at Sublessee's sole cost and expense. From and after the date Sublessee has completed such removal and repair work to Sublessor's reasonable satisfaction, as evidenced in writing, **Exhibits B-1** and **C-1** of the Sublease shall be deleted in their entirety and replaced with **Exhibits B-2** and **C-2** attached hereto, and all references in the Sublease to Sublessee's Equipment Space, Antenna Space, Premise and Equipment shall refer only to Sublessee's final Premises and Equipment depicted and described in **Exhibits B-2** and **C-2** attached hereto.

4. **Consideration**. No change in consideration due either Party for use of the Sobieski Site and Clearview Site shall be occasioned by the Premises and Equipment changes permitted in this Second Amendment.

5. **Section 4(d)** of the Sublease is hereby amended and restated as follows:

All of the modification, removal and relocation work and/or activities contemplated by the Sublease, as amended by this Second Amendment and as may be amended in the future, **must be coordinated with Adrian Englet, Adrian.Englet@kingcounty.gov, (206) 477-1041, at least ten (10) business days prior to commencement thereof.** Notwithstanding anything in the Sublease or herein to the contrary, Sublessee shall immediately cease any and all modification, removal and relocation work and/or activities if Sublessee is informed verbally or otherwise that such activities are interrupting or interfering with any work being conducted by Sublessor at the Site for Sublessor's operations.

6. **PSERN Operator Prime Lease.** Notwithstanding anything in the Sublease to the contrary, provided the PSERN Operator Prime Lease is fully executed within six (6) months after the effective date of the PSERN Assignment, the Sublease shall remain in full force and effect and shall not terminate. From and after the date both the PSERN Assignment and PSERN Operator Prime Lease have been fully executed: (i) the Prime Lease attached to the Sublease at **Exhibit E** shall be replaced in its entirety with the PSERN Operator Prime Lease; (ii) all references in the Sublease to the **Prime Lease** shall refer to the PSERN Operator Prime Lease; and (iii) all references in the Sublease to the Sublessor shall refer to the PSERN Operator.

7. **Renewal of Sublease**. The Term of the Sublease is scheduled to expire on June 23, 2025. If the PSERN Assignment is fully executed prior to the expiration date of the Term, then notwithstanding the terms of **Section 2** of the Sublease to the contrary, the Term of the Sublease shall automatically renew for one period of five (5) years ("**Extension Term**"), expiring on June 23, 2030, subject to the following terms and conditions:

(a) That at the beginning of the Extension Term, Sublessee shall not be in default in the observance or performance of any of the material terms, covenants or conditions of the Sublease with respect to a matter as to which written notice of default has been given and which has not been remedied within the applicable cure period set forth in the Sublease.

(b) That such Extension Term shall be upon the same terms, covenants and conditions as in the Sublease, except for any mutually agreed changes.

(c) That such Extension Term shall be exercised automatically as long as either Party does not deliver to the other Party a written notice of termination at least ninety (90) days prior to the expiration of the initial Term.

(d) All references to the "**Term**" in the Sublease shall include the initial Term and the exercised Extension Term.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Sublease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Sublease otherwise is unmodified and remains in full force and effect. Each reference in the Sublease to itself shall be deemed also to refer to this Second Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Sublease.

10. **Counterparts**. This Second Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed of the date and year opposite their signature blocks.

Sublessee:
SNOHOMISH COUNTY 911, a Washington interlocal nonprofit corporation

By:____________________________________
Name:__________________________________
Title:___________________________________

DATED: __________________

STATE OF WASHINGTON)
) ss.
COUNTY OF _______________)

On this _______ day of ____________, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared __________________________ ____, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

____
NOTARY PUBLIC in and for the State of Washington, residing at _______________.
My commission expires: ______________

DATED: ____________________

Sublessor:
KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By:______________________________________
Name:____________________________________
Title:____________________________________

DATED: ___________________

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _______ day of ____________, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared __________________________ ____, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

____
NOTARY PUBLIC in and for the State of Washington, residing at _______________.
My commission expires: ______________

DATED: ____________________

<u>EXHIBIT B-1</u>
Depiction of New Premises & Interim Equipment
(Page 1 of 2)

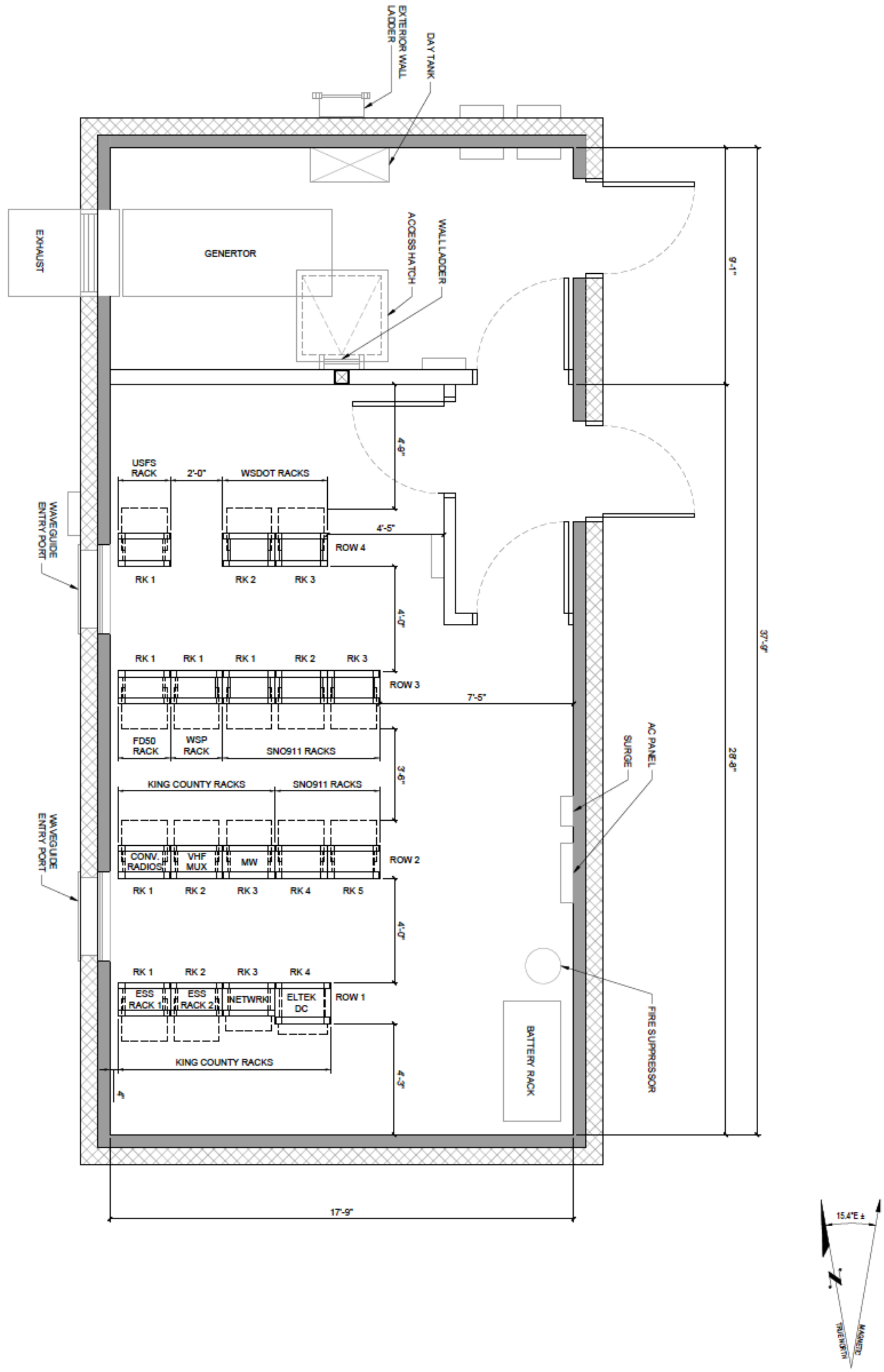
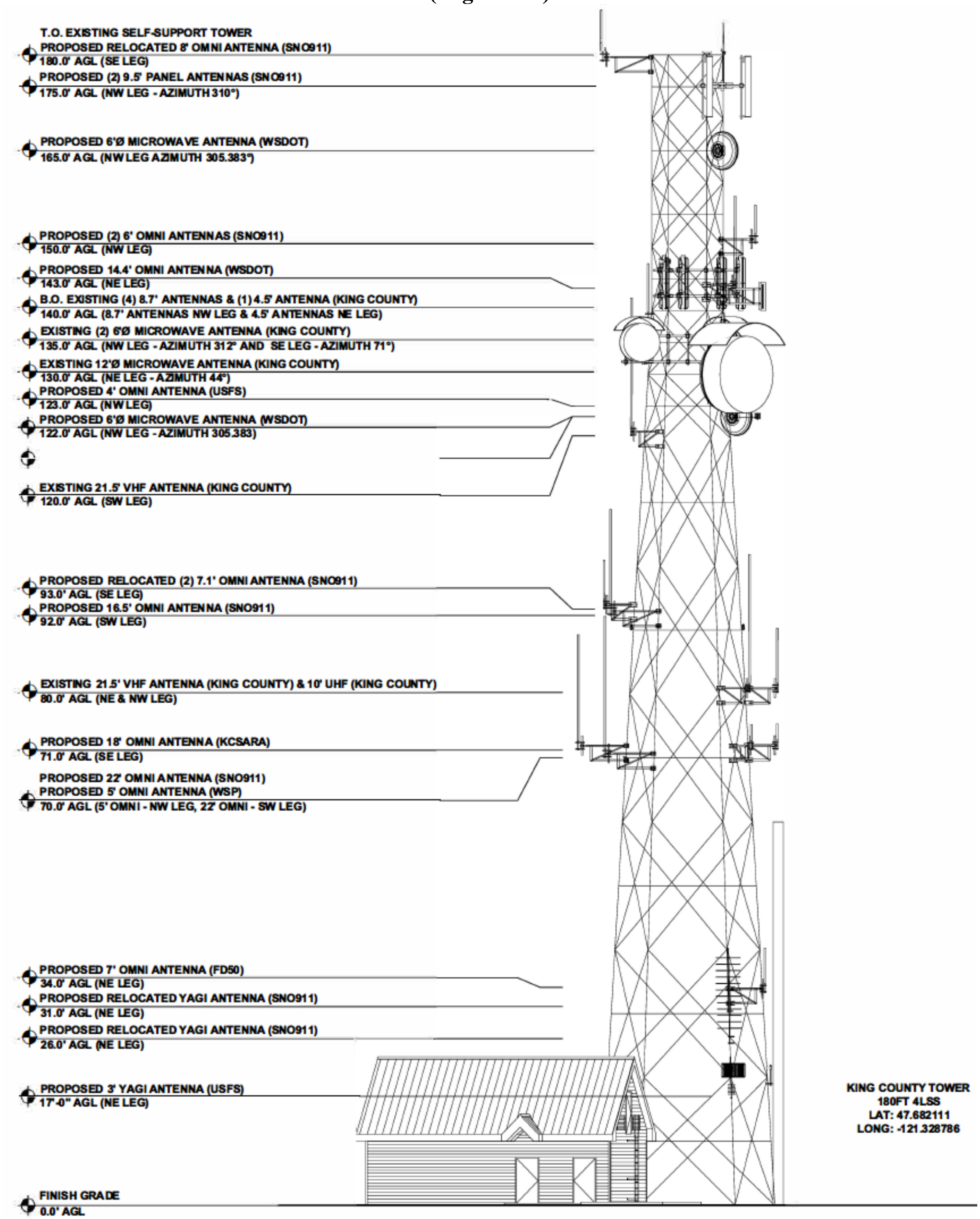


EXHIBIT B-1

Depiction of New Premises & Interim Equipment

(Page 2 of 2)



EAST ELEVATION (LOOKING WEST)

EXHIBIT C-1
Technical Data Sheet – INTERIM EQUIPMENT

1. **Sublessee Information:**
Sublessee Name: Snohomish County 911 ("SNO911")
Notice Address: 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208
Contact Name/Phone: Wireless Technology (360) 799-5173

2. **Site Information:**
SNO911 Site Number: Sobieski SNO911 Site Name: Sobieski
Property Address: NE Stevens Pass HWY, King County, 98288 / NE ¼ of Sec. 12, T25N, R11E, W.M.
Property APN: 122511-9002 (United States Dept of AG)

3. **Equipment:**

FCC/NTIA Call Sign:	Date FCC/NTIA License(s)		Copy of License(s) provided to Sublessor ☒
WPYX944	Eff: 10/18/2017	Exp: 11/26/2023	
WPMY938	Eff: 10/18/2017	Exp: 04/06/2024	
WPTR710	Eff: 10/21/2021	Exp: 11/30/2031	
WPLT858	Eff: 10/13/2017	Exp: 02/05/2023	

Tower Equipment:

Number of Antennas	Mfr./Model & Type No.	Weight	If Panel - (HxWxD); If MW – Diameter; If Omni - Length	Mount Height/ Location on Tower (Attach or RAD) (Leg of Tower)	Direction of Radiation (Azimuth)
1	3 Element Yagi unknown MFR	Unknown	4'x2'x3"	31' (NE Leg)	90
1	3 Element Yagi unknown MFR	Unknown	4'x2'x3"	26' (NE Leg)	90
1	Antel BCD8007	Unknown	7.1'	93' (SE Leg)	Omni
1	RFS BA1010	10 lbs.	7.1'	93' (SE Leg)	Omni
1	Antel BCD8007	Unknown	8'x3"	180' (SE Leg)	Omni
1	COL53-160	40 lbs.	16.5'	92' (SW Leg)	Omni
2	CC807-06	15.5 lbs.	6'	150' (NW Leg)	Omni
2	BPA7496-120-15	38 lbs.	111"x10.4"x6"	175' (NW Leg)	310
1	DS1F06P36U-D	90 lbs.	22'	70' (SW Leg)	Omni

Number of Transmission Lines:	Manufacturer & Type No.	Diameter	Length
1	Unknown	7/8"	62'
1	Unknown	7/8"	52'
1	Unknown	7/8" + ½"	300'
2	Unknown	7/8"	170'
1	Eupen	7/8"	120'
2	Eupen	7/8"	170'
2	Eupen	7/8"	195'
1	Eupen	7/8"	80'
1	Eupen	½"	90'

Additional Equipment to be placed on Tower:____

Radios:

# of Radio Units per TX/RX Freq.	Transmit Freq. (MHz)	Receive Freq. (MHz)	Channels, No. & Type (analog, digital, etc.)	Max. Power Output
1	855.7125	810.7125	analog	35
1	856.2625	811.2625	analog	35
1	856.4375	811.4375	analog	35
1	856.7125	811.7125	analog	35
1	856.9375	811.9375	analog	35
1	857.2625	812.2625	analog	35
1	155.4150	159.210	analog	110
1	152.0075	na	POCSAG	150
1	153.770	153.770	analog	110

Location of Equipment: Sublessor's Shelter ☒ Ground ☐ Other ☐

If Sublessor's Shelter:

Number of Racks/Cabinets	Rack/Cabinet Dimensions (LxWxH)
5	24"x36"x7'

4. **Other Services/Facilities:**

Electricity/Power requirements: AC ☐ Draw in Amps: ______ UPS ☐ Draw in Amps: _____ DC ☒ Draw in Amps: 180

Backup Power Generator provided by: Sublessor ☒ Sublessee ☐ N/A ☐
If provided by Sublessor, required kilowatts: 15kW

Backhaul provided by: Sublessor ☒ Sublessee ☐ N/A ☐
If provided by Sublessor,
Backhaul requirements: MW ☒ Fiber ☐ Copper ☐
Capacity req. for each type: 3.088 Mbps ________________ ________________

Telephone needed Yes ☐ No ☒ **NOTE: SUBLESSOR WILL NOT PROVIDE**

5. **Additional Information:**

<u>EXHIBIT B-2</u>
Depiction of Final Premises & Equipment
(Page 1 of 2)

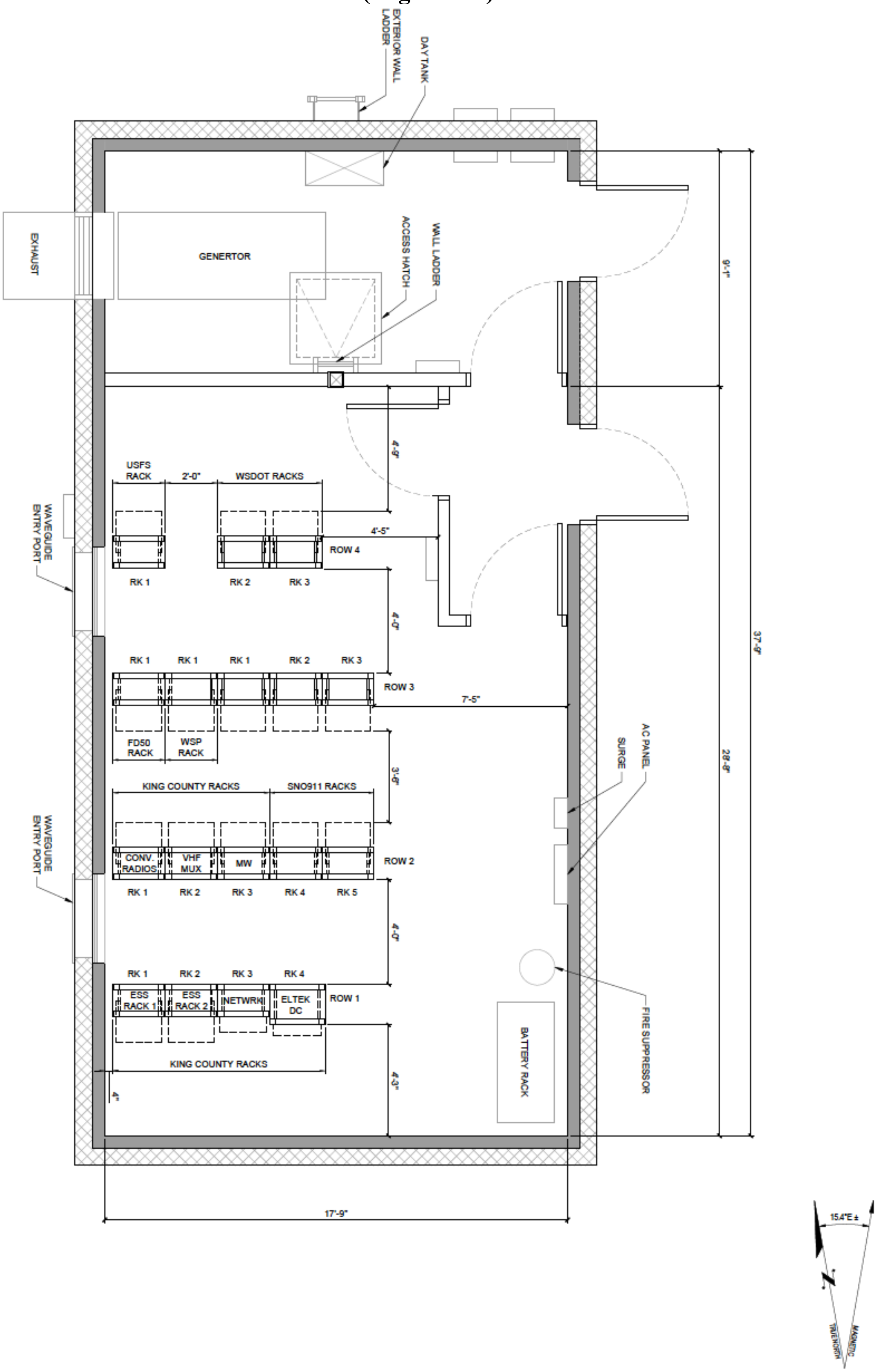
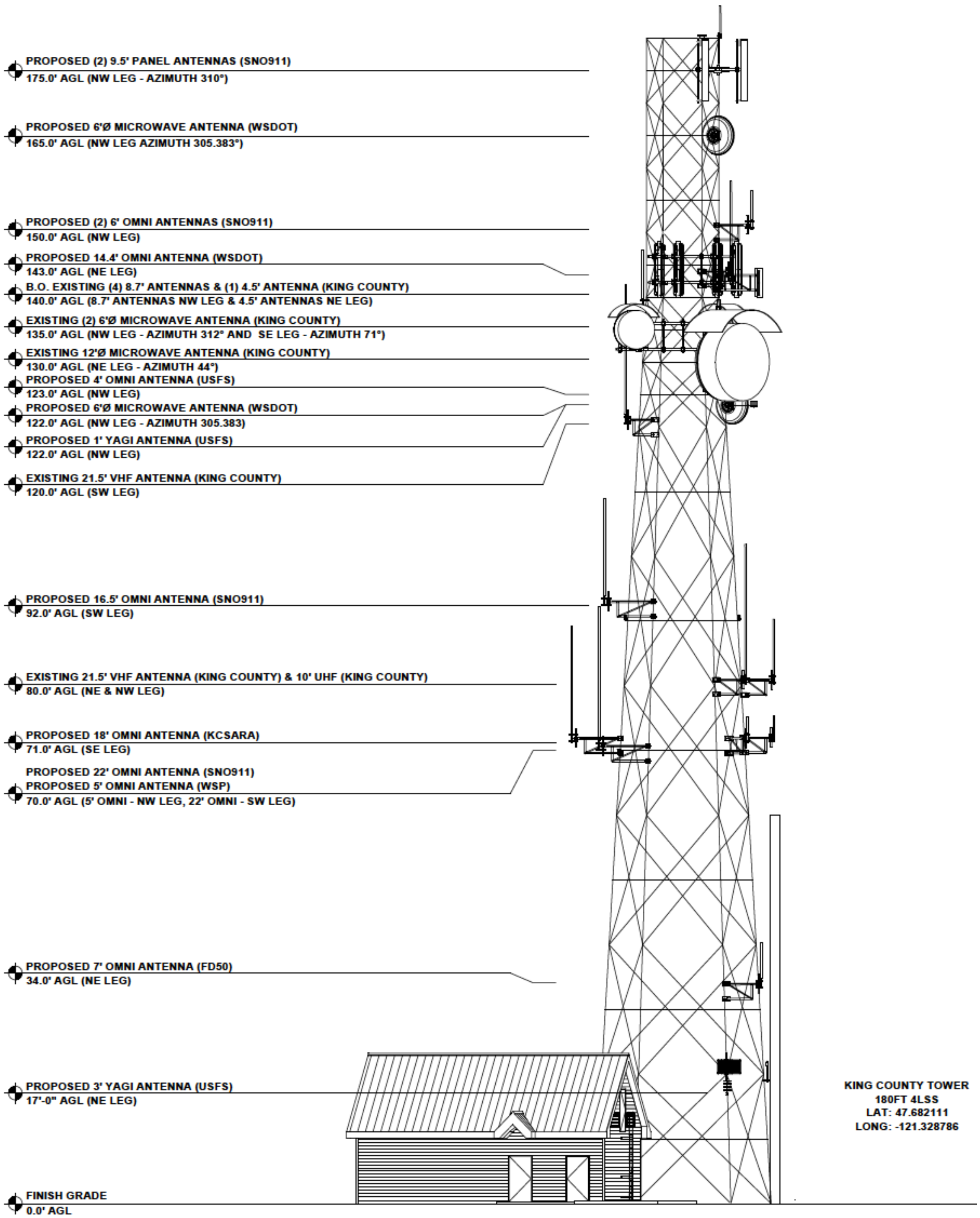


EXHIBIT B-2
Depiction of Final Premises & Equipment
(Page 2 of 2)



EAST ELEVATION (LOOKING WEST)

EXHIBIT C-2
Technical Data Sheet – FINAL EQUIPMENT

1. **Sublessee Information:**
Sublessee Name: Snohomish County 911 ("SNO911")
Notice Address: 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208
Contact Name/Phone: Wireless Technology (425) 407-3911

2. **Site Information:**
SNO911 Site Number: Sobieski SNO911 Site Name: Sobieski
Property Address: NE Stevens Pass HWY, King County, 98288 / NE ¼ of Sec. 12, T25N, R11E, W.M.
Property APN: 122511-9002 (United States Dept of AG)

3. **Equipment:**

FCC/NTIA Call Sign: Date FCC/NTIA License(s): Copy of License(s) provided to Sublessor ☒
WROK474 Eff: 10/27/2021 Exp: 10/27/2031
WPTR710 Eff: 10/21/2021 Exp: 11/30/2031
WPLT858 Eff: 10/13/2017 Exp: 02/05/2023

Tower Equipment:

Number of Antennas	Mfr./Model & Type No.	Weight (lbs)	If Panel - (HxWxD); If MW – Diameter; If Omni - Length	Mount Height/ Location on Tower (Attach or RAD) (Leg of Tower)	Direction of Radiation (Azimuth)
1	COL53-160	40 lbs.	16.5' Omni	92' (Attach) SW Leg	Omni
2	CC807-06	15.5 lbs.	6' Omni	150' (Attach) NW Leg	Omni
2	BPA7496-120-15	38 lbs.	111"x10.4"x6"	175' (RAD) NW Leg	310°
1	DS1F06P36U-D	90 lbs.	22' Omni	70' (Attach) SW Leg	Omni

Number of Transmission Lines:	Manufacturer & Type No.	Diameter	Length
1	Eupen	7/8"	120'
2	Eupen	7/8"	170'
2	Eupen	7/8"	195'
1	Eupen	7/8"	80'
1	Eupen	1/2"	90'

Additional Equipment to be placed on Tower: Tower Top Amplifier @195'

Radios:

# of Radio Units per TX/RX Freq.	Transmit Freq. (MHz)	Receive Freq. (MHz)	Channels, No. & Type (analog, digital, etc.)	Max. Power Output
1	855.7125	810.7125	Digital	35
1	856.2625	811.2625	Digital	35
1	856.4375	811.4375	Digital	35

1	856.7125	811.7125	Digital	35
1	856.9375	811.9375	Digital	35
1	857.2625	812.2625	Digital	35
1	155.4150	159.210	analog	110
1	152.0075	na	POCSAG	150
1	153.770	153.770	analog	110

Location of Equipment: Sublessor's Shelter ☒ Ground ☐ Other ☐

If Sublessor's Shelter:

Number of Racks/Cabinets	Rack/Cabinet Dimensions (LxWxH)
2	24"x36"x7'

4. <u>Other Services/Facilities</u>:

Electricity/Power requirements: AC ☐ Draw in Amps: ______ UPS ☐ Draw in Amps: _____ DC ☒ Draw in Amps: <u>180</u>

Backup Power Generator provided by: Sublessor ☒ Sublessee ☐ N/A ☐

If provided by Sublessor, required kilowatts: <u>15kW</u>

Backhaul provided by: Sublessor ☒ Sublessee ☐ N/A ☐

If provided by Sublessor, requirements: MW ☒ Fiber ☐ Copper ☐

Capacity req. for each type: <u>3.088 Mbps</u> ______________ ____________

Telephone needed Yes ☐ No ☒ **NOTE: SUBLESSOR WILL NOT PROVIDE**

5. Additional Information:

SECOND AMENDMENT TO COMMUNICATIONS ANTENNA SITE LICENSE

This Second Amendment to Communications Antenna Site License (the "**Amendment**") is effective as of the date of execution by the last Party to sign (the "**Effective Date**") by and between Snohomish County 911, a Washington interlocal non-profit corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or their predecessors-in-interest) entered into that certain Communications Antenna Site License dated June 9, 2006, and that certain First Amendment to Communications Antenna Site License dated February 25, 2020 (collectively, the "**Lease**") regarding the leased space at Landlord's Site and on Landlord's Tower (~~collectively,~~ the "**Premises**") located at 1401 140th Street NW, Marysville, WA 98271 (the "**Property**").

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's reconfiguration and expansion of the Premises to accommodate the installation of new and replacement antennas and associated tower-mounted equipment, the installation of new and replacement radio cabinets and associated ground-mounted equipment, and the installation of a generator and related appurtenances, as described and depicted in on Exhibit "A", which is attached hereto and by this reference incorporated herein. The installation and replacement shall not occur until the month in which the Tenant begins paying the increased Rent, as described below.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Four Hundred Dollars ($400.00) per month to a new rental amount of Two Thousand Nine Hundred Sixty-Five and 51/100 Dollars ($2,965.51) per month as of thirty (30) days from the Effective Date. Thereafter, Rent shall be payable in accordance with the terms of the Lease. ~~Notwithstanding the foregoing or anything to the contrary contained in the Lease, further additions, upgrades or modifications to the Premises shall not require an increase in Rent or the payment of any other additional charges or fees.~~ The Parties hereby agree that, as of the date of this Amendment, there are no payment obligations of Tenant under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that neither Party is currently in breach of any of its obligations under the Lease.~~; and that any future charges payable under the Lease by Tenant shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Landlord~~.

3. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the Parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

5. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Snohomish County 911		**T-Mobile West LLC, a Delaware limited liability company**	
By:	______________________	By:	______________________
Print Name:	______________________	Print Name:	______________________
Title:	______________________	Title	______________________
Date:	______________________	Date	______________________

~~**LANDLORD: By its signature below, the landlord for the Property consents to the terms of this Amendment**~~

~~By:~~ ______________________

~~Print Name:~~ ______________________

~~Title:~~ ______________________

~~Date:~~ ______________________

STATE OF ___________________________)
) ss.
COUNTY OF _________________________)

I certify that I know or have satisfactory evidence that________________________________is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the__________ of Snohomish County 911, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ____________

____
Notary Public
Print Name ________________________________
My commission expires _______________________

STATE OF ___________________________)
) ss.
COUNTY OF _________________________)

I certify that I know or have satisfactory evidence that________________________________is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the__________ of T-MOBILE WEST LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ______________________

____
Notary Public
Print Name ______________________________
My commission expires ____________________

EXHIBIT A

(See Attached)

SNOHOMISH COUNTY 9-1-1

COMMUNICATIONS SITE CO-LOCATION AGREEMENT

This Agreement (or License), effective on _______________________, hereinafter referred to as the "**Effective Date**" by and between SNOHOMISH COUNTY 9-1-1, a Washington interlocal non-profit corporation, of the State of Washington, hereinafter referred to as "**Licensor**", and Washington State Department of Transportation, hereinafter referred to as "**Licensee**". Licensor and Licensee may be referred to where appropriate individually as a "**Party**" or collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, Licensor owns or has other legal rights to certain property (land, improvements to that land, and structures on that land); and

WHEREAS, Licensee wishes to obtain a non-exclusive license to use certain portions of Licensor's property for purposes of locating unmanned communications and direct support equipment (collectively, the "Equipment") on such property; and

WHEREAS, the specific portion of Licensor's property at each individual location licensed to Licensee will be referred to individually as a "**Site**" and collectively as the "**Sites**." As identified in this License; and

WHEREAS, Licensor and Licensee both agree to cooperate consistent with the terms of this License to allow Licensee to locate its communications equipment on/at the property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. ENTIRE LICENSE AGREEMENT

This Agreement contains the terms and conditions upon which each Site is licensed by Licensor to Licensee. When the Parties agree on the particular terms for a Site, the Parties will execute a completed Site License Acknowledgment ("**SLA**") in the form attached within **Exhibit A**. Each executed SLA is deemed to be a part of this Agreement. The specific terms and conditions of each SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Licensor or Licensee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Licensee will record a notice of termination of the SLA if Licensee previously recorded a memorandum of the SLA.

2. USE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, Licensor grants a license to Licensee and Licensee accepts a license from Licensor for the Site(s).

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the unmanned communications and direct support equipment ("**Equipment**") and related Licensee-owned buildings, shelters, antennae support structures

("**Towers**") and utilities, all as more specifically described in the applicable SLA (Equipment and Towers may be individually or collectively referred to as "**Communications Facilities**"). Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with this Agreement and with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

2.2 Licensee shall, at its sole cost and expense (including the cost of any necessary testing of and/or modifications to Licensor's equipment), install, maintain, remove, upgrade and operate at the Site only the Licensee Communications Facilities specified on the applicable SLA. Licensee must install, operate and maintain the Equipment and Towers in a manner that does not interfere in any way with the existing or future operations on the Site of Licensor or any other users of the Site, and in accordance with all applicable requirements set forth in Section 9 hereof. Licensee shall not use or permit any use of a Site that will in any way:

(a) Conflict with any applicable law, statute, regulation, ordinance, rule, order or other requirement, now or hereafter in effect, of any governmental authority; or

(b) Cause or constitute any nuisance, noxious odors, unsafe condition or waste in or about the Site; or

(c) Interfere with the rights, operations, or disturb the quiet enjoyment of Licensor, other users of the Site, or any other person lawfully on the Site; or

(d) Except as allowed in Section 13, cause a cancellation, increase the premiums for or deductible under, or otherwise affect any fire, casualty, property, liability or other insurance covering the Site.

Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities. Such levels of coordination shall be defined within each SLA. Licensor will respond to Licensee's request regarding coordination of the installation of Licensee's Communications Facilities within ten (10) days after receiving Licensee's request.

2.3 Licensee acknowledges that the license to use the Site is secondary to Licensor's operations, maintenance, and related activities, which are the primary uses of the Site.

2.4 Nothing in this Agreement shall prohibit Licensor from entering into agreements with third parties for the use of the Site for communication and other purposes; provided that any radio communication equipment proposed to be installed on the Site shall be subject to requirements substantially equivalent to those set forth in Section 9 hereof.

2.5 Prior to the execution of any SLA, except as otherwise agreed by the parties, Licensor shall, at Licensee's expense, execute such appropriate engineering studies and facilitate the creation of design documents and applications as may be required (i.e., by virtue of Licensor's ownership of or rights in the Site) for any governmental agency with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensor shall not under any circumstances be obligated to execute any application or other document that, in Licensor's reasonable judgment exercised in good faith, will materially impair, limit or adversely affect Licensor's rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensor.

2.6 At certain Sites, all authorized Licensee employees, agents, or contractors who require access to the Site may be required to successfully pass a criminal background check. Those Licensee employees who do not successfully pass the criminal background check will be excluded from Site access.

2.7 Licensee shall submit its construction and installation plans and list of contractors and subcontractors for written approval (an email shall suffice) by Licensor prior to any construction or installation work on the Tower and/or the Site. These Plans and Specifications are attached as **Exhibit A** and are specific for each SLA contained with. These Plans and Specifications will be updated as submitted by Licensee and approved by Licensor and will become part of this Agreement without a separate, formal change order upon agreement and approval of Work. Licensor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Licensor.

2.8 Any structural enhancements to the Tower or the Site required for Licensee's antennas and related equipment shall be at Licensee's sole risk and expense. At termination of the applicable SLA, such structural enhancements shall become the property of Licensor and subject to the provisions of this License and documentation to that effect shall be provided by Licensee upon the request of Licensor.

2.9 Licensee shall provide all labor for the installation, maintenance and repair of Licensee's antennas and related Equipment on the Site.

2.10 After initial installation of Licensee's antennas and related equipment, Licensee shall not, without prior written notice to and approval from Licensor (email shall suffice), perform or have performed on its behalf any activities on the Tower or the Site. Emergency repairs required to repair significant outages are permitted, provided Licensor is notified immediately following such work and that no changes are made in any aspect of the installed antennas, mounts, cables or other Licensee equipment or frequencies.

3. TERM

The initial term of this Agreement ("**Initial Term**") is two (2) years commencing on the Effective Date. Except as otherwise provided in Sections 6.1 and 6.2, the Initial Term for a SLA will commence on the date such SLA is executed by the Licensor ("Commencement Date"), and will terminate concurrent with this Agreement, unless otherwise terminated as provided in this Agreement. Licensee may enter the Site stated in the SLA before the Commencement Date, to the extent such entry is related to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of Licensee's Communications Facility subject to the conditions addressed in Section 12.

Automatic "**Renewal Term(s)**" of one (1) year are a part of this Agreement unless and until Licensee provides notice to Licensor of intent not to renew for another Term at least thirty (30) days' prior to the end of the then current Term. Should the Licensee choose not to extend the term through a Renewal Term, the Licensee will be responsible to remove all Equipment by the completion of the Initial Term or the then current Renewal Term, as applicable.

4. TERMINATION

4.1 In addition to any other rights to terminate a SLA or this Agreement, Licensor has the right to terminate a SLA and all of Licensee's rights to the Site upon fifteen (15) days' written notice to Licensee if any Communication Facilities placed on the Site by Licensee unreasonably interferes with any equipment located on the Site, in the reasonable discretion of Licensor exercised in good faith, and Licensee fails to resolve the interference to the reasonable satisfaction within fifteen (15) days of the date of such written notice of interference from Licensor delivered to Licensee. In emergency situations, as determined in the reasonable discretion of Licensor exercised in good faith, then Licensor may turn off Licensee's equipment immediately without prior notice, but must give written notice to the Licensee as soon as practical.

4.2 In addition to any other event of termination of a SLA or this Agreement, Licensee shall have the right to terminate a SLA upon thirty (30) days prior written notice upon the occurrence of any of the following:

(a) Any certificate, permit, license or approval specified in the SLA or understood to be necessary by a reasonable person is rejected, provided such intent is set forth in the applicable SLA; or

(b) Any certificate, permit, license or approval specified in the SLA or understood to be necessary by a reasonable person cannot be obtained in a timely fashion, provided such intent is set forth in the applicable SLA; or

(c) If any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, provided that Licensee has used its commercially reasonable efforts to keep such certificate, permit, license or approval in force during the applicable Initial Term or then current Renewal Term.

4.3 If the Licensee terminates this Agreement without cause (for reasons other than as described in Section 4.1, 4.2, or 4.5) prior to either the Initial/Renewal Term ending date, any prepaid Annual Fees (as described in Section 5.1) shall be retained by Licensor along with annual fee payments made through the end of the current term (if pre-paid). If Licensor terminates this Agreement, any prepaid Annual Fees will be refunded to Licensee on a pro rata basis.

4.4 Termination of License without Cause: Licensor may terminate this License upon three hundred sixty-five days (365) days written notice to Licensee. Following the lapse of three hundred sixty-five days (365) days' notice period, Licensor may re-enter and occupy the Site.

4.5 Damage or Destruction: Upon destruction, partial destruction or Licensee's inability to use the Site or Tower for its intended purpose, Licensor is not under any obligation to reconstruct or repair said Site or Tower and Licensor or Licensee may terminate this License. Any Annual Fees collected will be returned to the Licensee on a pro rata basis.

4.6 Licensee's Insolvency: Licensor may terminate this License upon Licensee's insolvency if Licensee is the subject of an involuntary bankruptcy proceeding not dismissed within ninety (90) days or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Licensee.

4.7 Licensee's Breach:

i. Licensor may terminate this License upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay any fees by the tenth (10^{th}) day of the month that it is due; provided, however, that if Licensee cures the non-payment for fees within that thirty (30) day period after receipt of notice, then Licensor's notice of intent to terminate is voided and this Agreement and the then current Term shall continue.

ii. Licensor may terminate this License if Licensee materially breaches or fails to perform or observe any of the terms and/or conditions of this License, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Licensor or such longer period, up to sixty (60) days, as may be reasonably required, within Licensor's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Licensee.

4.8 Termination Process: Unless otherwise specified in this License, prior written notice of termination shall be delivered by certified mail, return receipt requested, to the notice addresses contained herein, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

4.9 Nonexclusive Remedy: Termination under this Section shall be in addition to and not in limitation of any other remedy at law or in equity. Termination shall not release a party from any liability or obligation with respect to any matter occurring prior to such termination.

5. FEES

5.1 ANNUAL FEE

The "**Annual Fee**" shall mean the sum of the annual fees for all Sites as calculated in accordance with the applicable SLAs and the following:

(a) The Annual Fee shall be due and payable on the first day of the first month following the anniversary of the Effective Date of this agreement.

(b) The initial Annual Fee for each site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement; and

(c) Should the Licensee fail to remove their Equipment from a Site upon the termination date or term expiration, unless the parties agree such Equipment need not be removed, the Annual Fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Equipment is removed from the site and the restoration of the Site has occurred according to this Agreement.

(d) With respect to SLAs covering multiple Sites, the Commencement Date applicable to each individual Site will be the date of commencement of installation of the applicable Equipment on such Site, and such Annual Fee shall be prorated in the first and last year of the installation to coincide with the anniversary of the Effective Date of this Agreement.

5.2 APPLICATION FEE

With respect to any Site which Licensee is or may be interested in licensing pursuant to this Agreement, Licensor shall provide, at the request of and at no charge to Licensee, general information pertaining to such Site such as its availability, ownership status and/or applicable easement rights, availability of utilities, and Licensor's future plans for usage of the Site to the extent available, and subject to change without notice.

Any further request for more detailed information, site inspection(s) and/or submittal of a proposed SLA regarding such Site shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall cover the average Licensor costs of processing such request for site availability, including one site inspection by Licensee or representatives, preparation of additional information and/or proposed SLA. Licensee requests to modify existing equipment shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall also cover the average Licensor costs to prepare cost estimates, obtain necessary permits, determine construction needs, and other miscellaneous costs related to such modifications.

FCC licenses are to be provided by Licensee and are not the responsibility of Licensor to obtain.

5.3 ADJUSTMENT OF FEES

The Annual Fee and Application Fee for a Site will be adjusted as provided on **Exhibit B**.

5.4 OTHER REIMBURSABLE FEES

From time to time Licensee may request assistance with matters regarding the Site. Without limiting the generality of the foregoing, Licensor cost amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other expenses. All costs shall be documented in sufficient detail when invoiced to Licensee and such assistance shall not be provided by Licensor without Licensee's pre-approval of an estimate of related costs.

5.5 INTEREST

If Licensee fails to pay any fee within thirty (30) days of when due, such amount will bear interest until paid at the rate of one percent (1.0%) per month or at the highest rate permitted by law, whichever is lower.

5.6 OTHER AMOUNTS

Any sums due to Licensor under this Agreement are subject to the interest charges specified in this section and any other provisions of this Agreement which address License Fees.

6. SITE LICENSE APPROVAL

6.1 Licensee has the right at its sole cost and expense to erect, maintain, replace and operate at each Site only those Communications Facilities specified on a SLA. Prior to commencing any installation or material alteration of a Site, Licensee must obtain Licensor's written approval of a completed SLA, in the form attached as **Exhibit A**, for the Site; provided that such approval or disapproval shall be granted in the sole discretion of Licensor.

6.2 In the event that Licensor gives its written consent to a proposed SLA or to proposed modifications to an existing SLA, Licensee shall install the Communication Facilities in strict accordance with:

(a) Such proposed SLA or SLA Amendment;

(b) The proposed site construction drawings (assumed part of the SLA);

(c) Any conditions or qualifications specified by Licensor in its consent, including but not limited to the requirement for Licensee to hold community meetings with the affected neighborhood; and

(d) Such license/permit requirements and specifications and all applicable laws, regulations, and orders; and

(e) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the SLA.

6.3 Licensee shall reimburse Licensor for any and all reasonable costs and expenses reasonably incurred by Licensor in connection with services performed by Licensor at the request of Licensee (whether prior to or after the submittal of a proposed SLA) within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other reasonable and satisfactorily documented expenses.

6.4 Any structural work on a structure on the Site, or any work involving a material alteration of any portion of the Site, must be approved by Licensor. Licensor may choose to perform the structural analysis itself or may require a structural analysis to be performed by a licensed structural engineer and submitted for a peer review as selected by Licensor, in either case at Licensee's sole cost and expense. For purposes of the foregoing, Licensee's subsequent changing out of Equipment previously installed at a Site with Equipment of substantially the same size in the course of repairs or upgrading of electronic ground equipment within the ground space license area and not involving trenching on Licensor's property will not be deemed to be a material alteration; provided, however, that any changes to equipment on the structure such as increase in the number of antennae or coax at a Site or change in the height, physical size, or placement of such antennae shall be deemed a material alteration.

6.5 In the event Licensee shall install or materially alter any Equipment, Communications Facilities or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of a SLA or SLA Amendment relating to such installation or material alteration, Licensee shall pay in addition to any other fees a retroactive monthly charge for each month of such unauthorized installation in the amount set forth in Exhibit B. In addition, Licensee shall immediately submit to Licensor an application for such installation or alteration and, to the extent a mutually acceptable SLA or SLA Amendment cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of one (1) year preceding the date of discovery by Licensor of such unauthorized installation or alteration.

7. SITE ACCEPTANCE

7.1 For purposes of Section 7.2 below, Licensee will be deemed to have accepted the Site only at the time Licensee commences installation of the Equipment at the Site pursuant to the SLA approved by Licensor; provided that Licensee's failure to so accept such Site shall not be grounds for termination of the SLA relating to such Site except as provided in Section 4 hereof. Conducting feasibility and cost assessments and other inspections on the Site is not deemed to be acceptance.

7.2 Acceptance of the Site by Licensee is conclusive evidence that Licensee:

(a) Accepts the Site as suitable for the purpose for which it is Licensed;

(b) Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and

(c) Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:

(i) As expressly provided otherwise in this Agreement;
(ii) To the extent the claim results from the intentional or gross negligent act of Licensor, its employees, agents or contractors;
(iii) If resulting from a known claim or threatened by a third party not identified by Licensor in its representations under this Agreement; or
(iv) To the extent Licensor makes misrepresentations with respect to the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes.

7.3 Licensor does not warrant the suitability of any particular Site for the purposes for which Licensee may desire to use it; nor does Licensor warrant the adequacy of any Site's location, its condition or the condition of any structure or appurtenances for any purpose. Licensee takes each Site "AS IS," 'WHERE IS" and 'WITH ALL FAULTS."

8. PERFORMANCE OF THE WORK

8.1 The installation, maintenance, repair, relocation and removal of Communication Facilities and other work performed in connection with this Agreement is collectively referred to herein as the "**Work**."

8.2 Except as otherwise agreed upon by the Parties in writing, and subject to the coordination requirements, Licensee shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. All Work will be undertaken at Licensee's sole cost and expense. Licensee shall expeditiously and efficiently perform the Work in accordance with the SLA and the provisions of this Agreement. Except with Licensor's consent, Licensee shall not independently hire any Licensor employee to perform any of the Work (e.g., other than in the course of his or her employment with Licensor with respect to Work that Licensor agrees to perform for Licensee).

8.3 Licensee shall perform the Work in a workmanlike and skillful manner and in conformance with such license/permit requirements and specifications and all applicable laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals with jurisdiction thereof pertaining to the construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code and Licensor's specifications.

8.4 Licensee shall promptly and satisfactorily correct or replace any Work or Communication Facilities found to be defective or not in conformity with the requirements of this Agreement. If Licensee fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, Licensor may, after sixty (60) days' written notice to Licensee (or sooner, upon Licensor's reasonable determination of an emergency, exercised in good faith), perform such Work and make such corrections and replacements in coordination with Licensee and Licensee shall reimburse Licensor for the reasonable expense thereby incurred.

8.5 Installation of the Communication Facilities must not adversely affect the structural integrity or maintenance of the Site or any structure or improvement on the Site.

8.6 The Work is subject to preemption by Licensor due to Licensor's work to restore its operations on the Site; however, such preemption shall occur only in an emergency situation, as reasonably determined by Licensor, and with reasonable notice to Licensee (within twenty-four (24) hours) of such emergency. Upon the occurrence of preemption, the annual fee shall be abated on a prorated basis for the duration of the preemption, or Licensee may terminate the SLA upon fifteen (15) days' notice to Licensor.

8.7 Licensee shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same and will provide a Job Hazardous Analysis report and/or Tower Climbing Certifications upon request.

8.8 Licensee hereby acknowledges that Licensor may employ workers covered by one or more collective bargaining agreements. In the event of any actual or potential labor dispute between Licensor and its workers that is, in whole or in part, based upon or otherwise arises out of the performance of the Work or this Agreement, Licensee will cooperate with Licensor as is reasonable.

8.9 Licensee shall, at all times, keep the Site reasonably cleared of all rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Licensee shall promptly remove all rubbish, refuse, debris and surplus materials.

8.10 The Work and the Communication Facilities (i.e., as it relates to the Work) shall at all times be subject to reasonable visual inspection by Licensor. No inspection, delay or failure to inspect, or failure to discover any defect or non-compliance by Licensor shall relieve Licensee of any of its obligations under this Agreement. Licensor may test the Work and the Communication Facilities one (1) week prior notice to Licensee. Licensee may have a representative present at any testing of the Work and/or the Equipment.

8.11 Licensee shall notify Licensor promptly in writing (an email shall suffice) when Work is complete.

8.12 Licensee shall provide "as-builts" to the Licensor within ten (10) business days from completion of the Work.

8.13 Licensee shall give immediate attention to, and shall use reasonable efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating Licensor in any way), all complaints received by Licensee or Licensor from third parties arising out of or in connection with performance of the Work and/or health or safety concerns pertaining to Licensee's Communication Facilities. Licensee shall promptly notify Licensor of all such complaints, identify who the Licensee point of contact is and any action taken (or to be taken) in connection therewith.

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

9.1 Licensor retains the right to visually inspect Licensee's Communication Facilities at any reasonable time to ensure compliance with Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

9.2 All fixed transmitting and receiving equipment installed shall employ isolators, band-pass filters, or similar devices to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver intermodulation products. The following standards in this section constitute the minimum requirements for use of wireless transmitting and receiving equipment. Additional protection as agreed by the parties may be required to address special circumstances.

9.3 Each transmitter at the Site will be identified with a copy of the Federal Communications Commission ("**FCC**") compliance documentation, SLA document number, name of person or service agency responsible for repairs, their telephone number, equipment transmit/receive frequencies, and equipment transmit/receive tone frequencies and shall operate their equipment in full compliance with their FCC licensing at all times.

9.4 Licensee agrees to accept any and all interference from Licensor owned or operated systems installed as of the Commencement Date.

9.5 Licensee shall use its best efforts to resolve, as promptly as possible, technical interference problems caused by Licensee's Equipment with respect to (i) any Licensor owned or operated equipment installed on the Commencement Date; and (ii) any third party equipment legally installed as of the

Commencement Date or, with respect to additional Licensee Equipment added to a Site following the Commencement Date with respect to such Site, any Licensor or third-party equipment legally installed as of the date such additional Equipment was installed. If such interference is destructive (as defined by the FCC), such interference must be resolved as soon as possible and if such interference cannot be resolved within seventy-two (72) hours, Licensee shall discontinue its signal until the interference is corrected, even if operating in compliance with FCC regulations. Nondestructive, intermittent interference must be corrected within thirty (30) days or Licensee's signal shall be disconnected until the interference is resolved.

9.6 Prior to the Commencement Date an intermodulation study shall be performed by the Licensee, and a copy provided to the Licensor, for each transmitter on a specific frequency added by the Licensee to a Site containing other transmitters or in the proximity of other transmitters to the extent that the Licensor determines in its reasonable judgment that potential interference may occur. New transmitters shall be designed to avoid the potential for intermodulation interference.

9.7 Where Licensee proposes to use systems utilizing spread spectrum emissions at a particular Site, Licensee shall provide Licensor with a site noise floor measurement for the spectrum from 700 MHz to 2400 MHz prior to installation of Licensee's Equipment at the Site, and shall provide Licensor with an additional such measurement within thirty
(30) days after such Equipment becomes operational.

9.8 In the event that radio interference resulting from users other than Licensee (including but not limited to Licensor) is not corrected within thirty (30) days, Licensee may terminate the affected SLA. Licensee shall have the right to request that Licensor make demands for correction of such interference by third parties who are also licensees of Licensor.

9.9 Transmitters in the 25 to 54 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a minimum of 20 dB isolation.

9.10 Transmitters in the 72 to 76 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.11 Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within SNO911 facilities. In addition, some facilities may not allow use of transmitting equipment in this frequency range.

9.12 Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.13 Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.14 Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.15 Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.16 No broadcast transmitters in the 746 to 806 MHz range shall be permitted in SNO911 facilities.

9.17 Transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.18 Transmitters in the 1500-2000 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.19 A band pass cavity shall always be used before each receiver. A window filter may be substituted in multicoupled systems. Crystal filters are also advisable at crowded facilities.

9.20 A band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.

9.21 All cables used must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e. 'Heliax') is strongly encouraged. All external feed lines shall be solid-shielded.

9.22 All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with an ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used.

9.23 Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.

9.24 All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The facility manager shall identify the radio facility ground point.

9.25 All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission lines shall be grounded before entry into the radio facility and shall pass through approved lightning protection equipment. Use of cable ties, ty-wraps and similar attachment hardware is generally discouraged but may be permitted on a case by case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

9.26 All telephone circuits shall have lightning protection at the entry point into the facility.

9.27 All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

9.28 All equipment shall be maintained in such a fashion as to be in compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of ‘like-commercial’ quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

9.29 Interference problems resulting from the addition of a new user to the facility shall be the responsibility of the ‘last-in’ tenant to resolve, provided that interference problems are not the result of a non-compliant installation by an existing tenant. Significant interference may require that a licensee cease operation until the interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the facility manager, the new tenant may be unable to use the facility.

9.30 Any changes to the tower configuration (additions, removals, realignments of antennas) require pre-approval by the facility manager and may require amendments to the License, if the changes are beyond what is authorized by the License. An inspection is required at the end of such work.

9.31 Equipment which presents an immediate hazard to the facility or individuals working on the facility may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The licensee shall be notified in advance of any such deactivation.

9.32 This radio facility is protected by locked doors and alarm system. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated ‘guest space’ where alarm systems may not be provided. For those facilities with alarms, prior notification of the facility manager is required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be born by the tenant activating the alarm without providing prior notice of entry.

9.33 All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in that become trash, the tenant bringing in the material shall be responsible for its removable.

9.34 All equipment installed shall be properly licensed. All tenant FCC, IRAC and amateur radio licenses shall be posted.

9.35 Special on-site uses may be subject to additional limitations beyond those described herein negotiated by the parties in good faith. Special site users shall be notified of such additional limitations in writing prior to execution of this Agreement or the applicable SLA.

10. LIENS

10.1 Licensee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee.

10.2 If any lien is filed against the Site as a result of the acts or omissions of Licensee, or Licensee's employees, agents, or contractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10.3 If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, and/or terminate Licensee's rights to the Site(s).

10.4 Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorney's fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all reasonable disbursements in connection therewith.

11. ELECTRICAL UTILITY SERVICE AND CHARGES

The Licensee will pay for all utilities that support their Equipment and/or facilities. Utility billing will be direct to the Licensee by the utility and a separate electrical service established wherever possible.

In the case of the Licensee locating within a building operated by the Licensor, Licensee may arrange for the installation of a separately metered panel to isolate their charges for direct payment to the utility. The exact location of proposed utility routes and the manner of installation will be part of the SLA described in this Agreement.

In certain situations, when Licensee's Equipment meets certain standards and fixed load criteria it may with prior agreement from Licensor, utilize the Licensor’s electrical service and equipment. In this case, a mutually agreed-upon rate will be established in the SLA that the Licensee will pay the Licensor for the electrical services provided.

12. ACCESS TO THE SITE

The following provision shall govern access to the Site by Licensee unless otherwise modified in the applicable SLA:

(a) Licensor provides as a part of this Agreement access rights to the Licensee and its employees, contractors, and agents to traverse all property that it owns or has legal rights to allow access for other parties to travel to the Site.

(b) Licensor does not provide nor guarantee site access as the access roads to the Site(s) are not owned and maintained by Licensor in all cases. Some access will require separate access agreements with other landowners and is the responsibility of Licensee to obtain.

(c) Access to Licensee Equipment on Licensor owned communication towers requires coordination and authorization by Licensor in advance of Licensee accessing its Equipment on these structures.

(d) Licensee will be provided an independent access method to the site (e.g. keys) and may update keys from time-to-time for security purposes. Licensee is not allowed to make duplicates of security keys except for their direct staff.

(e) Access to the Site may be by foot or motor vehicle, including trucks. Heavy vehicles may require coordination with landowners and is the responsibility of Licensee to coordinate.

(f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.

(g) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.

Licensee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Licensor (and therefore upon Licensee) by the landlord under any underlying license or license document relating to a particular Site. Licensee agrees to abide by such limitations or restrictions provided that Licensee has been given a copy of such license or license document or has been notified by Licensor of such limitations and restrictions.

13. INSURANCE

13.1 REQUIRED INSURANCE OF LICENSEE

Licensee must, during the term of this Agreement and at its sole expense, obtain and keep in force, the following insurance:

(a) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon all Communications Facilities in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facilities. Licensor should be endorsed on the policy as a joint Loss Payee. Licensee may self-insure this coverage.

(b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Licensor shall be named as an additional insured under the Licensee's Commercial General Liability insurance policy with respect this License Agreement using ISO endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.

(c) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(e) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability and Automobile Liability insurance. The Licensor shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

13.2 Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits which may be satisfied via a mix of primary and excess or umbrella liability coverage:

(a) <u>Commercial General Liability</u> insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

(b) <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

(c) <u>Excess or Umbrella Liability</u> insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Licensee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

All insurance policies required of Licensee must be taken out with reputable national insurers, written on a standard ISO version policy form, or its equivalent, with a company who is rated at least "A" or better and with a numerical rating of no less than 7 by A.M. Best Company and which is acceptable to the Licensor and are licensed to do business in Washington State. Licensee agrees that certificates of insurance with their appropriate endorsements will be delivered to Licensor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. Licensee must notify Licensor in writing not less than thirty (30) days before any requested material change, reduction in coverage, cancellation, or termination of the insurance.

Licensor and Licensee will each year review the limits for the insurance policies required by this Agreement. Policy limits will be adjusted from time to time to proper and reasonable limits, in accordance with then-current industry standards, but policy limits will not be reduced below those stated above.

If the Licensee is self-insured, Licensee shall provide Licensor with a Certificate of Self-Insurance acceptable to Licensor and that complies with the above policy requirements.

13.3 NO LIMITATION ON LIABILITY

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of any Party to the other Party.

13.4 COMPLIANCE

Licensee will not do or permit to be done in or about the Site, nor bring or keep or permit to be brought to or kept at the Site, anything that:

(a) Is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or

(b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility.

Licensor acknowledges and agrees that the installation of the Communications Facility upon the Site in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Licensor's insurers and such premiums contemplate the addition of the Communications Facility.

14. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 General

Licensee shall defend, indemnify, and hold harmless the Licensor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's acts, errors or omissions, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee arising from or in connection with this License Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the Licensor.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Licensee and Licensor, its officers, officials, employees, and volunteers, the Licensee's liability hereunder shall be only to the extent of the Licensee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Licensee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Licensor's inspection or acceptance of any of the Licensee's Work shall not be grounds to avoid any of these covenants of indemnification.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR SHALL NOT HAVE ANY LIABILITY TO LICENSEE FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF LICENSEE FOR SERVICE INTERRUPTIONS, OR INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, THE EXISTENCE OF THE EQUIPMENT AT THE SITE(S), OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

15. ASSIGNMENT

15.1 BY LICENSEE

General Prohibition - Consent Required. Licensee shall not assign or transfer this License or any interest or rights therein, nor delegate its duties under this License, nor sublicense the whole or any part of the Site, nor grant an option for assignment, delegation, transfer or sublicense for the whole or any part of the Site, nor shall this License or any interest hereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Licensor not to be unreasonably withheld, conditioned, or delayed. If Licensor gives its consent to any assignment, delegation, sublicense or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublicense or other transfer shall be made without Licensor's consent.

Notice by Licensee – Production of Records. If Licensee desires to assign, delegate, sublicense or transfer, or grant an option for assignment, delegation, sublicense or transfer for, the whole or part of the Site, or any portion of this License or any interest therein, Licensee shall notify Licensor in writing of said desire to assign, delegate, sublicense, transfer or to grant an option and the details of the proposed agreement at least sixty (60) days prior to the proposed date of assignment, delegation, sublicense, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublicense, transfer or grant, a description of the expected terms of the assignment, delegation or sublicense or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Licensee. Upon request by Licensor, Licensee shall provide:

- a financial statement of the proposed assignee, delegatee, sublicensee, transferee or grantee;

- a copy of the assignment, delegation, sublicense or other transfer or grant document;

- an affidavit from the proposed assignee, delegatee, sublicensee, transferee or grantee stating it has examined this License, has had the opportunity to consult with legal counsel regarding the terms of the License and understands all such terms and conditions, agrees to assume and be bound by all of the Licensee's obligations and covenants under this License as if it were the original Licensee hereunder; and

- any other documents or information requested by Licensor related to the assignment, delegation, sublicense or other transfer or grant.

Approval by Licensor -- Fees. Licensor shall review the request and respond with either an approval or disapproval of the request not later than thirty (30) days prior to the proposed date of assignment, delegation, sublicense, transfer or grant. Disapproval of any such request shall be final and binding on the Licensee. Licensor shall charge to Licensee a reasonable fee for administrative costs, or a minimum of one thousand five hundred dollars ($1,500), whichever is greater, for the review and processing of any assignment, delegation, sublicense or other transfer or grant.

16. MAINTENANCE AND REPAIRS

Licensor will maintain the outside property area in a structurally safe and sound condition, to provide easy access. This includes basic repair to facility, vegetation and insect/pest removal and removal of visual detractors such as graffiti. Licensor may be entitled to be reimbursed for a portion of its costs by Licensee if established in the SLA for the Site.

17. COOPERATION AND COORDINATION

17.1 Licensee acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Licensor or others under control of Licensor. Upon the occurrence of any interference, Licensee shall have the right to elect any of the remedies in Section 8.6. If Licensee does not terminate the SLA, Licensee shall fully cooperate and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.

17.2 If any part of the Work depends upon the results of other work by Licensor or others, Licensee shall, prior to commencing such Work or promptly upon the discovery upon the need for other work by Licensor, notify Licensor in writing of any actual or apparent deficiencies or defects in such other work that render it unsuitable for performance of the Work.

18. EMERGENCIES

In the event of an emergency relating to Communication Facilities, Licensee shall immediately contact Licensor at the emergency phone number below immediately take all necessary or appropriate action to correct any safety or use problems, including but not limited to the actions in Section 17.2, even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the Site. The Parties' respective emergency phone numbers are as follows:

Licensor: Business Hours call 425-407-3911
After-hours call 425-407-3958

Licensee: ___________________________

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

19. SURRENDER OF SITE; HOLDING OVER

19.1 Upon the expiration or other termination of a SLA for any cause whatsoever, Licensee must peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA (except as otherwise agreed by the parties), except for reasonable use, wear and tear and casualty and condemnation. Licensee will repair any damage caused during the removal of the Communication Facility, normal wear and tear excepted.

19.2 If Licensee's Equipment is not so removed within sixty (60) days of expiration or other termination, Licensor has the option to disconnect power and remove and dispose of all such Equipment to cease operation and Licensee shall be responsible for all costs and expenses associated with such removal. The Licensor will not be responsible for damaged equipment or any other damages due to the inoperability of the equipment. The Licensor will become the owner of all Licensee equipment for the applicable SLA.

19.3 Upon the expiration of this Agreement following the end of the Initial Term or any Renewal Term, Licensee will remove any Licensee-owned Tower(s) remaining on the Site at Licensee's sole expense, unless otherwise directed by Licensor in writing (in which event ownership of such Tower shall automatically transfer to Licensor). If such Tower(s) are not so removed within sixty (60) days of expiration or other termination of the Agreement, Licensor shall have the option to remove such Tower(s) and Licensee shall be responsible for all costs and expenses associated with such removal.

19.4 If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent (125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licensor shall have the option to require Licensee's removal of all Equipment upon giving thirty (30) days written notice of termination of said month-to-month tenancy.

20. REPRESENTATIONS AND COVENANTS

20.1 Each Party mutually represents and warrants to the other:

(a) That it has the full right, power and authority to enter into this Agreement and the SLAs;

(b) That entering into this Agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound, such representation will not apply to any violation or breach that is caused by Licensee's failure to obtain and comply with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain the Communication Facilities in accordance with this Agreement;

(c) That the persons signing this Agreement on behalf of the contracting parties are authorized to do so; and

20.2 Licensee represents and warrants:

(a) That it is a duly organized and existing corporation, limited liability company, or limited partnership;

(b) That it is qualified or will be qualified to do business in Washington State prior to undertaking any activities at the Site that would require the Party to be qualified to do business in said State;

(c) That it is, and at all times during the term shall be, properly authorized, licensed, organized, equipped and financed to perform the Work and to operate and maintain the Communication Facilities; and

(d) That it shall be, and operate as, an independent entity (not a contractor, agent or representative of Licensor) in the performance of the Work and the operation of the Communication Facilities. In no event shall Licensee be authorized to enter into any agreements or undertakings for or on behalf of Licensor or to act as or be an agent or representative of Licensor.

20.3 Licensor represents and warrants that it owns good and marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, easement or other legal right of use, in the land on which any Site is located and has rights of access thereto. Licensee has the ultimate responsibility to obtain all necessary authority for Licensee's use of each specific Site. Licensee specifically agrees that it will pay (in addition to all other applicable charges) all easement costs relating to Licensor facilities, to the extent such facilities must be relocated or installed in order to accommodate Licensee's Communication Facilities.

20.4 Licensor makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

21. ENVIRONMENTAL MATTERS

21.1 Licensor will notify Licensee, to the best of its knowledge, of all Environmental Hazards on each Site. Nothing in this Agreement or in any SLA will be construed or interpreted to require that Licensee remediate any Environmental Hazards located at any Site unless Licensee or Licensee's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

21.2 Licensee will not bring, keep or transport any Environmental Hazards or pollutants to, on or across any Site without Licensor's prior written approval, except that Licensee may keep on the Site substances used in back up power units, such as batteries and diesel generators commonly used in the wireless telecommunications industry. Licensee's use, storage, handling and disposal of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, regulations and other provisions of this Agreement governing such use, storage, handling and disposal. Under no circumstances will Licensee dispose of any Environmental Hazards or pollutants on any Site.

21.3 The term "Environmental Hazards" means hazardous substances (as defined in RCW Section 70.1050.020(5)), hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 USC Section 1251, et seq.), and any regulations promulgated pursuant thereto. The term "remediate" shall be defined as all actions necessary to satisfy the requirements of the Model Toxics Control Act (RCW Chapter 70.1050) and the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) and any regulations promulgated pursuant thereto.

21.4 This provision shall survive termination of the Agreement and any particular SLA.

22. SUBORDINATION

22.1 Licensee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Site or on or against Licensor's interest or estate therein, and any underlying ground license or other agreements and licenses on a particular Site, all without the necessity of having further instruments executed by Licensee to effect such subordination but with respect to any such liens, leases and licenses arising subsequent to the execution of this Agreement only if trustees or mortgagees will not disturb Licensee under this Agreement and the SLAs.

22.2 Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground license, tower license, easement, license, franchise, permit or other instrument of authorization or conveyance (an "Instrument") with respect to a particular Site and Licensor shall provide a copy of such terms and conditions or Instruments to Licensee as applicable for any particular Site to which Licensee intends to execute an SLA for. So long as Licensee has been provided such Instruments for review in advance of execution of an SLA, Licensee agrees to commit no act or omission which would constitute a violation of the terms and conditions of any Instrument for a particular Site.

(a) Licensor shall not be required to obtain any consent required under any Instrument from the landlord or other party to such Instrument for purposes of this Agreement, unless expressly set forth in the SLA.

(b) If a restriction contained in an Instrument for a particular Site and not set forth on the applicable SLA prevents Licensee from installing, maintaining or operating the Equipment or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately.

(c) Upon the termination or expiration of any Instrument with respect to a particular Site, the

SLA relating to such Site shall automatically terminate without liability to either Party. Licensee acknowledges that many of Licensor's underlying Instruments grant to the property owner the right to terminate such Instruments, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith.

(d) Upon any sale or other transfer of all or any portion of a Site, the applicable SLA will automatically terminate on ninety (90) days' advanced written notice, except to the extent the purchaser or transferee and Licensee enter into an agreement for Licensee's continued use of the Site and release Licensor from any further obligation or liability with respect to the Site.

(e) Licensor will not materially breach the terms or conditions of any Instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

23. PROTECTION OF PROPERTY AND PERSONS

23.1 Licensee shall take all reasonable precautions which are necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation and maintenance of its Communication Facilities. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers and other safeguards as required by law and general construction safety practices. Licensee shall reasonably inspect all goods, materials, tools, Equipment and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

23.2 All of Licensor's or third party's property damaged, altered or removed in connection with the performance of the Work or the operation and maintenance of its Communication Facilities shall be promptly repaired, replaced or otherwise restored by Licensee to at least as good quality and condition as existed prior to such damage, alteration or removal.

24. COMPLIANCE WITH LAWS

In the performance of the Work, the operation and maintenance of its Communications Facilities, and the performance of this Agreement, Licensee shall comply and shall ensure that all contractors hired by or acting on behalf of Licensee comply with all applicable:

(a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;

(b) Industry standards and codes; and

(c) Licensor's standard practices, specifications, rules and regulations which will be provided by Licensor to Licensee on request.

Licensee shall furnish such documents as may be reasonably required by Licensor to effect or evidence compliance. All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

25. PERMITS AND PROTECTION OF EXISTING RIGHTS

Licensee shall obtain and comply (and shall ensure that all of Licensee's suppliers and subcontractors under contract with it or acting on behalf it comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain its Communication Facilities in accordance with this Agreement. Licensee shall furnish to Licensor such evidence thereof as Licensor may reasonably request. Compliance with this Section 25 shall be the sole responsibility of Licensee and a continuing condition of the use of the Site(s) by Licensee.

26. ENTIRE AGREEMENT

This Agreement and each SLA constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

27. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or any SLA shall not affect the other provisions hereof, and this Agreement or SLA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

28. SURVIVAL

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

29. BINDING EFFECT

This Agreement and each SLA will be binding on and inure to the benefit of the respective Parties' successors and permitted assignees.

30. HEADINGS

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or the SLA.

31. NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

32. DRAFTING OF AGREEMENT

The Parties acknowledge and agree that they have been represented by counsel and each of the Parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any Party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

33. NOTICES AND OTHER COMMUNICATIONS

Any notice, request, approval, consent, instruction, direction or other communication given by either Licensor or Licensee to the other under this Agreement shall be in writing and shall be delivered by both first class mail and electronic mail to the individuals denoted below, unless otherwise directed in writing, at the addresses provided:

For the Licensor:

Name: Snohomish County 9-1-1
Attn: Radio Site Leasing
Address: 1121 SE Everett Mall Way, Suite 200,Everett, WA 98208
Phone No: 425-407-3911
Email: leasing@sno911.org

For the Licensee:

Name: Washington State Department of Transportation
Attn:
Address:
Phone No:
Email:

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice deemed received one (1) business day following deposit with reliable courier, etc.

34. GOVERNING LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. The venue for any legal action commenced to enforce any provision of this Agreement shall be Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington.

35. FORCE MAJEURE

If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

36. TIMELY RESPONSE

Each Party shall take such prompt action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation of continuing performance of this Agreement.

37. EXAMINATION OF RECORDS

Licensee shall promptly furnish Licensor with such information reasonably related to the Work and its Communication Facilities as may from time to time be reasonably requested by Licensor.

38. RISK OF LOSS

Licensee shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the Equipment, Tower(s) and anything used (or to be used or consumed) in connection with the Work, unless destruction of or damage to its Communication Facilities is caused by an act of negligence related to Licensor's activities on the Site.

39. REIMBURSEMENT AND PAYMENT

Licensor shall invoice Licensee for all amounts payable by Licensee to Licensor under this Agreement (including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. Licensee shall pay each such invoice in full within thirty (30) days after Licensee's receipt thereof.

Payment for the estimated cost of the work to be performed by Licensor shall be as provided to Licensee under a separate contract, and no separate invoice shall be required for payment except as provided in such contract.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated in the signature lines below.

LICENSOR:

Snohomish County 9-1-1

By:____________________________________

Kurt Mills
Executive Director

Date:___________________________________

LICENSEE:

Washington State Department of Transportation

By:____________________________________

Name: _________________________
Role: __________________________

Date:___________________________________

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Kurt Mills, to me known to be the Executive Director of Snohomish County 911, the municipal non-profit corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that Kurt Mills was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by ______________ on this ____ day of

________________, 20____.

PRINTED NAME: ___________________
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _______________

NOTARY BLOCK FOR LICENSEE:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me ________________________, to me known to be the ________________ of _____________________, the limited liability company that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that _______ was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by ______________ on this ____ day of

________________, 20____.

PRINTED NAME: ___________________
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _______________

Exhibit A

Site License Acknowledgment – Marysville Tank

This Site License Acknowledgment ("SLA") is made to the Agreement between the Licensor and Licensee dated ______________. Capitalized terms used in this SLA have the same meaning as such terms in the Agreement unless otherwise indicated.

1. The Site is:
   - ___ Owned by Licensor
   - _X_ Leased by Licensor (copy of Lease provided in Exhibit C)
   - ___ Used under easement to Licensor (copy of Easement provided in Exhibit C)

   Notice to Licensee: This Agreement and/or SLA does not provide additional rights or access beyond those provided to Licensor by landlord(s) provided in attached Lease or Easement agreements. This Agreement and SLA is subject to the applicable terms within the attached lease.

2. Annual Fee: $2,000.00

   This can be paid in a single yearly (preferred) or 12 monthly installments and is inclusive of:

   - Rent ($10.00 annually)
   - Power and Fuel costs
   - Site and Equipment Maintenance

3. Application Fee: $500.00

   - Additional Siting Fee for tower waived due to equipment already on the tower.

4. Equipment Allowed per SLA:

   - Single rack of microwave equipment, two six-foot microwave dishes on tower.

SLA Acknowledged:

By Snohomish County 911:

____
Kurt Mills, Executive Director

Date: ______________________________

By Washington State Department of Transportation:

____
________________________, ____________
(Name, Role)
Date: ______________________________

Exhibit B

Fee Schedule

1. Annual Fee

The Annual Fee applicable to each Site will be negotiated between the Licensor and the Licensee on a site-by-site basis and reflected in each SLA. The Annual Fee with respect to each existing Site will be automatically increased by three percent (3%) of the previous year's Annual Fee.

2. Application Fee

The application fee is comprised of a fixed-amount of $500 plus expenses. The fixed-amount reimburses SNO911 for the costs of preparing the Agreement/SLA in addition to facilitating one (1) visit to the site with Licensee to ensure that the site meets Licensee's expectations (assumes site is accessible and does not require SNOCAT use).

SNO911's expenses for the following services will be provided to the Licensee for reimbursement:

- Site Tower Loading Analysis for proposed RF Distribution system (antenna, coaxial cable/waveguide, amplifiers, etc.)
    - Licensee will provide proposed RF Distribution system information to SNO911
- Legal review of Agreement
- Additional Electronic Communications Specialist time (if necessary) to evaluate Licensee changes at the site

SNO911 will submit copies of our invoices to Licensee to document monies spent for the above services.

Exhibit C

Copy of Lease and/or Easement Referenced in Exhibit A

Action Proposal Form

Date: 11/09/2022

Title: Future Facility: Revised OAC Estimate

Background / Purpose:
In 2021 OAC was selected through a competitive process to support the agency's future facility initiative with a scope estimated at $2.3M. Since then OAC has completed several phases including facilitating a co-location study with SCSO & County DEM, site evaluation, site selection and approval for progressive design delivery.

A revised scope has been completed that aligns with the *renovation* scope rather than *new construction* that was originally envisioned. The changes are not significant, however, this adjustment assists us with adequate oversight and administration. The net cost is roughly the same and we are re-allocating underspend from the Site Evaluation phase of just over $50,000 which will be moved in to a contingency.

The current OAC Board authorizations are nearly expended and we are seeking an additional authorization of $500,000 in anticipation of the project work ramping up.

<u>Previous Approvals</u>:
2021-July: $200,000
2022-May: $200,000

<u>Supporting Documentation</u>:
Revised OAC Scope & Financial Update

Suggested Action/Recommendation:
Authorize an additional $500,000 of future facility consultant expenditures.

Fund: Future Facility Fund 150 / Capital Project 80-032

OAC

EXHIBIT A

Future 911 Center
Project Management Scope of Work (SOW) and Fee

Project Description
Snohomish County 911 is beginning work on a project that will replace their current center in a shared building with the City of Everett Police department. The new facility will be a purpose-built facility or a retrofit of an existing building that meets the needs of the agency.

OAC Services, Inc. shall provide Project Management services from start to finish which is expected to last 3-5 years.

Project Phases:
1. Phase 1, Co-Location Assessment (complete)
2. Phase 2, Delivery Method and Site Evaluation (complete)
3. Phase 3, Progressive Design-Build Phase
4. Phase 4, Construction and Closeout (*combined with phase 3*)

Fees:
Refer to Exhibit B (R2) for fees.

Rates:
All 2022 OAC rates listed below are subject to 5% annual escalation that will occur on January 1 of that year. Subconsultants, if any, are subject to 10% mark-up.

Employee Name	Rate	Employee Name	Rate
Amber Hardwick, Esq.	$262.50	Kerry May	$216.00
Casey Mish	$159.46	Kirsten Smids	$146.32
Christian Gorry	$220.00	Lori Seward	$133.14
Dave Jobs	$286.65	Marta Dzheneva	$190.00
Diana Brown	$223.52	Mary Ganz	$124.37
Glen Lyons	$135.33	Molly Boone	$124.37
Grace Wong	$205.00	Solaiman Salahi	$160.25
John Rupp	$212.14	Stacy Shewell	$236.25
Judy Sawin	$140.00	Todd Thiel	$240.00

PHASE 3 – DESIGN-BUILD PHASE:
The Consultant will provide all project management services required to complete the design of the project as well as obtain all environmental and permits required for the project. The work will include but is not limited to:

Progressive Design-Build Procurement
1. Develop all RFQs / RFPs necessary to select a progressive design-build (PDB) team for the project including facilitation of selection or bidding processes.
2. Facilitate the selection of the Progressive Design-Build (PDB) Partner, as necessary.

Project Management

1. General
   a. Prepare, upon request, updates to the SNO911 Board of Directors and other stakeholder groups.
   b. Facilitate weekly meetings with SNO911 including preparing agendas, keeping minutes and organizing details to update the Owner on progress and to track outstanding issues.
2. Partnering/Outreach
   a. Coordinate and facilitate partnering meetings with SNO911 and design-builder partner.
   b. Monitor and promote design-builder MWBE participation goals.
3. Design
   a. Facilitate scope validation and preliminary design with the PDB Team.
   b. Work with the PDB team to obtain all necessary environmental approvals and permits necessary to construct the new facilities.
      - Work Coordinate with necessary external agencies and utilities as needed for the new facilities.
      - Monitor permit planning, requirements, and schedule. Coordinate with the design-builder to facilitate approvals.
   c. Participate in value analysis and constructability meetings
4. Quality
   a. Constructability Review of construction drawings, specifications, and cost estimates including constructability and value engineering. (by TBD)
      - 60% Construction Documents Constructability Review
         - Setup of Bluebeam Studio session and review standards.
         - Participate in Designer-led kickoff meeting to discuss status and process for the review of the 60% set of documents.
         - Review of 75% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
      - 100% Construction Documents Constructability Review
         - Setup of Bluebeam Studio session and review standards.
         - Participate in Designer-led kickoff meeting to discuss status and process for the 100% set of documents.
         - Review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, paying attention to design completeness/coordination/conflicts, constructability, and facility maintenance.
         - Perform cursory review on permit documents and application process led by Designer.
5. Risk
   a. Identify and report significant risks with mitigation recommendations.
   b. Maintain a project risk registry.
6. Documentation
   a. Establish and maintain document filing and tracking systems, following SNO911 guidelines. Collect, organize, and prepare documentation on the Project.
   b. Electronic documentation will be stored in a Project Website, using SharePoint or similar, managed and hosted by the PDB Team. SNO911 will be given access for their and the PDB Team use of the SharePoint website during the Project. The PDB Team will provide one training session for SNO911 users of the SharePoint system.

7. Schedule
    a. Develop preliminary milestone schedules to assist with project planning and maintain high visibility to key decision milestones prior to procurement of the design-builder.
    b. Once the design-builder is procured and per requirements within the design-builder contract, the design-builder will become responsible for developing and maintaining the project schedule, including all Owner-direct work.
    c. Provide monthly schedule analysis based on review of the native format of the design-builder's project schedule.
        - Review of schedule logic, actual progress versus planned, analysis of durations, sequence of work, and/or phasing.
        - Provide regular and ad hoc reports for SNO911 Stakeholders.
8. Financial
    a. Review of the Guaranteed Maximum Price submittal.
        - Validate cost estimates (by Roen) as necessary and represent SNO911 in negotiation of the packages of work and the GMP.
    b. Maintain project budget including original budget, cost to date, remaining budget, estimated cost to complete, estimated cost at completion & variance from original budget.
        - Management of itemized project budget with work breakdown codes and structure.
        - Review of design-builder provided cashflow projection and periodic updates for the duration of the project.
    c. Monitor use of contingency funds and allowance.
    d. Review and processing of design-builder's monthly progress payment requests.
    e. Evaluate and assist in negotiations of all change orders.
    f. Perform a financial audit of the PDB Team pay apps and schedule of value throughout the process (by PCC).

Project Management Plan

1. Project organization chart and staffing plan.
2. Signed project charter and approach to project partnering (signed by stakeholders, design-builder, and OAC).
3. Communications protocol.
4. Recommendations for:
    a. Design-builder Pay Requests
    b. Design Submittals
    c. Requests for Information
    d. Change Proposals
    e. Insurance Requirements
5. Project roles, responsibilities, and authority of team members.
6. Financial limits of authority for signatories.
7. Assist in development and management of submittal, RFI, and change proposal workflow processes. Submittal and RFI review and approval workflow.
8. Pay Applications
    a. Management of itemized project budget with work breakdown codes and structure.
    b. Review of design-builder provided cashflow projection and periodic updates for the duration of the project.
    c. Review and processing of design-builder's monthly progress payment requests.
    d. Monitor use of contingency funds and allowance.

9. Change order review and approval workflow.
10. Quality validation plan.

Construction Management and Closeout

1. Attend construction coordination meetings.
2. Provide site observations reports.
3. Enhanced Commissioning (By McKinstry).
4. Review and confirm that as-built documents are updated by the design builder.
5. Monitor special inspections and testing.
6. Coordinate review of any required mock-up with SNO911.
7. Monitor and review record drawings.
8. Coordinate punchlist process for substantial completion and interim milestones.
9. Assist SNO911 in planning and coordinating interim moves and final move-in.
10. Monitor final closeout of permits and affidavits with Labor & Industries.
11. Warranty Period Services
    a. Develop a Warranty Implementation Plan and assist SNO911 in tracking warranty items and corrective actions. One month prior to the end of the one-year warranty period, OAC will conduct a walkthrough with SNO911 to document any outstanding warranty items for corrective action by the design-builder.

Phase 3 Deliverables

- Monthly status updates (scope, schedule, budget)
- Project management document control
- Design-Builder contract/amendment review and recommendations
- 60% Construction Document constructability report
- 100% Construction Document constructability report
- Recommendations for:
    - Design-builder Pay Requests
    - Design Submittals
    - Requests for Information
    - Change Proposals
    - Insurance Requirements
- Monthly Construction Progress Reports
- Independent Cost Review and Analysis
    - Including Independent Financial Auditing Recommendations
- Schedule Review Report
- Risk Register Findings
- Record of Materials
- Certificate Letters of Completion
- Final records – electronic
- Enhanced Commissioning Recommendations and final commissioning report
- Warranty Management Plan Recommendations

Project Assumptions:

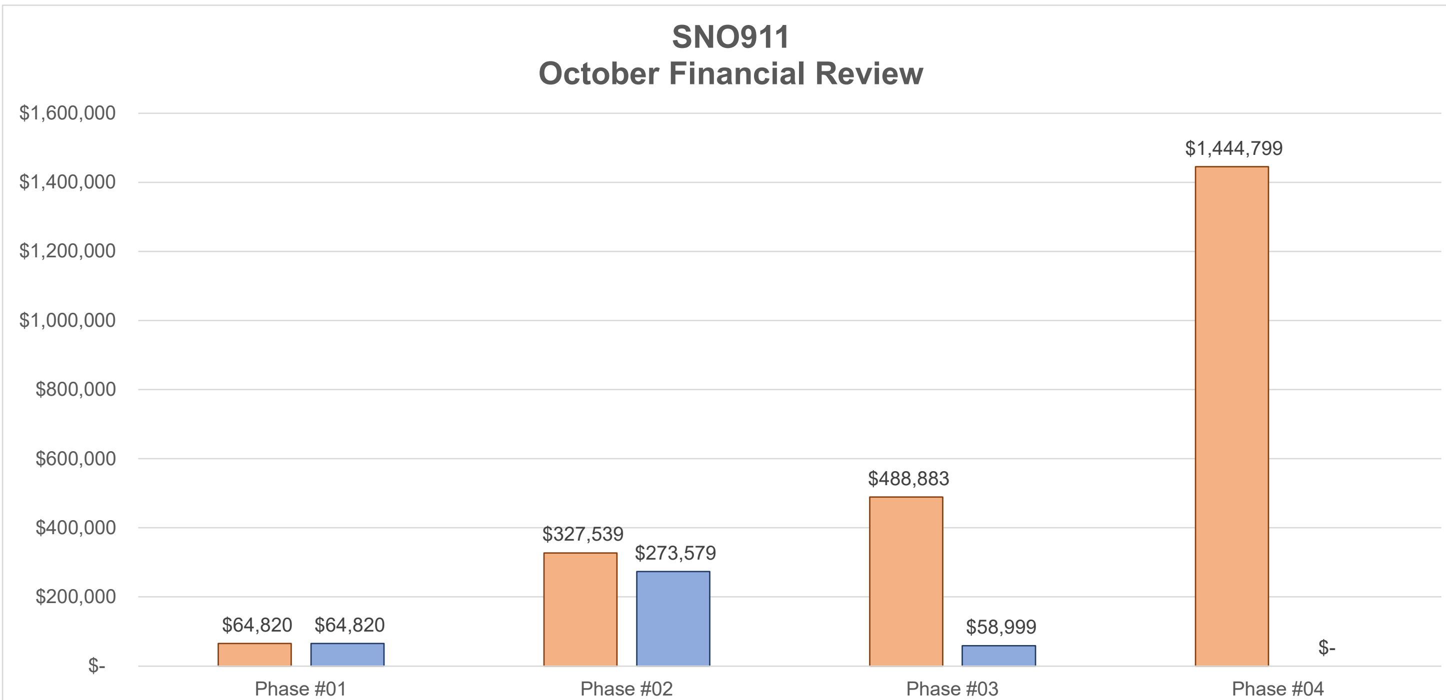
- Phase 1 - complete.

- Phase 2 - complete.
- Phase 3 is expected to last 24-30 months.
- OAC will be invited to participate as needed but not regularly in Board and committee meetings.

END OF DOCUMENT

Snohomish 911 Future Facility

Task	Description	Original NTE Fee	Invoices as of 9/30/2022	Anticipated Costs for Oct. 2022	Total anticipated spent as of 10/31/2022	Amount Remaining	Amount moved to contingency
Phase #01	Co-Location Assessment - July 2021 through August 2021	$ 64,820	$ 64,820	$ -	$ 64,820	$ -	$ -
Phase #02	Site Evaluation & Assessment - September 2021 through December 2022	$ 327,539	$ 143,579	$ 130,000	$ 273,579	$ 53,960	$ 53,960
Phase #03	Design/Environmental & Permitting - May 2022 through February 2023	$ 488,883	$ 28,999	$ 30,000	$ 58,999	$ 429,884	
Phase #04	Construction Administration - March 2023 through September 2024	$ 1,444,799	$ -	$ -	$ -	$ 1,444,799	
	Subtotal	**$ 2,326,042**	**$ 237,398**	**$ 160,000**	**$ 397,398**	**$ 1,928,644**	**$ 53,960**
Subconsultants	Enhanced Commissioning	*$300,000 moved to phase #04*					
	Financial Auditing	*$2,733 moved to phase #03, $97,267 moved to phase #04*					
	Markup on Subconsultants - 10%	*$273.3 moved to phase #03, $39,726.70 moved to phase #04*					
	Subtotal	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**
Reimbursables	Mileage, printed materials, misc. equipment/tools	$ 16,000	$ 423	$ 400	$ 823	$ 15,177	
	Totals	**$ 2,342,042**	**$ 237,820**	**$ 160,400**	**$ 398,220**	**$ 1,943,821**	**$ 53,960**



Snohomish 911 Future Facility

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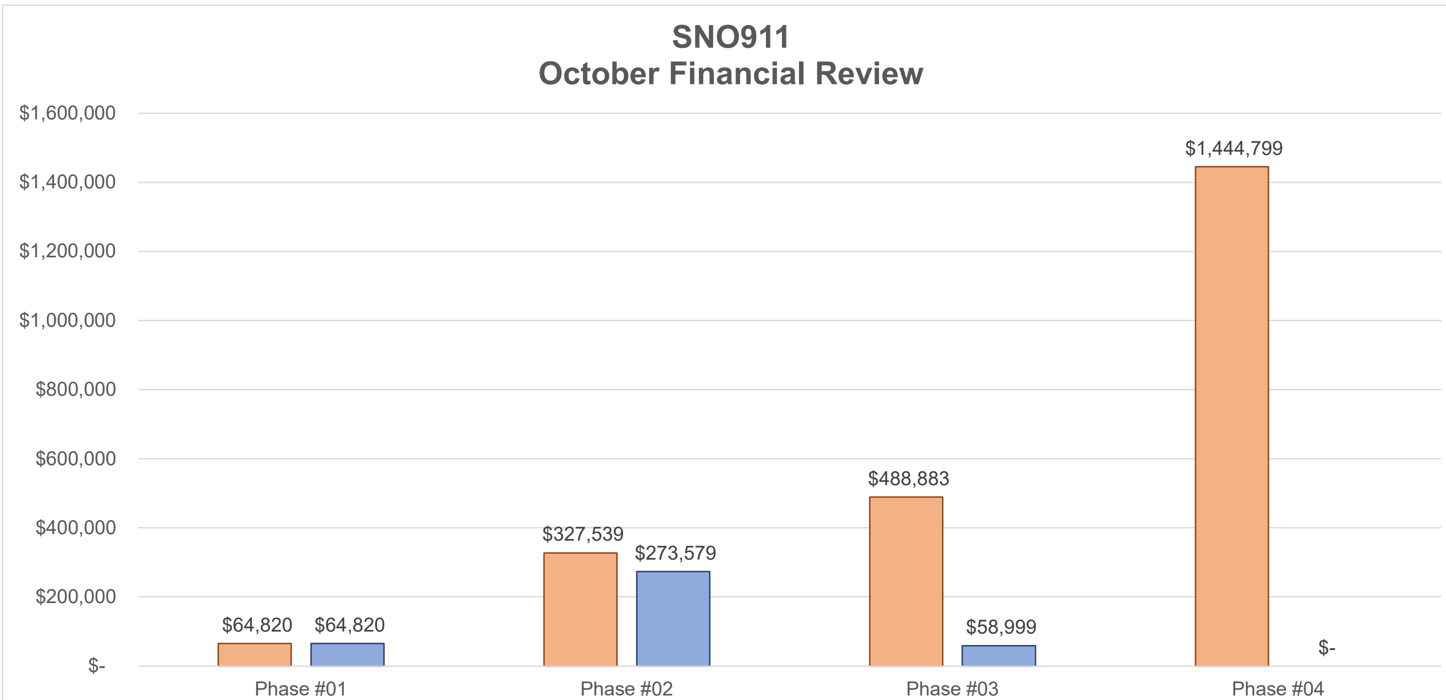

Hard Costs			Owner Cost	PDB GMP	Notes
	Construction Costs				
		Construction work		■	
		Contingency		■	
		General Conditions & NSS		■	
		Contractor's Fee		■	
		Escalation		■	
		Builder's Risk	□	■	Owner could carry this (savings)

Soft Costs			Owner Cost	PDB GMP	Notes
	Basic AE Services (WA State Fee Schedule)			■	
	Specialty Consultants				
		Code Consultant		□	
		Elevator Consultant		□	
		Accessibility Consultant		□	
		Landscaping		■	
		Enhanced Civil Engineering		■	
		Acoustical Consultant		□	
		Electronic / Audio Visual Consultant		■	
		Communication Consultant		■	
		Security / Access Control		■	
		Data		■	
		Traffic Study		■	
	FFE Design		□	■	communication center consoles?
	Site Topo Survey		■	□	
	Hazardous Material Assessment (On call RFP?)		■	□	if needed
	Geotechnical Engineering (On call RFP?)		■	□	if needed
	Special Inspection & Testing (On call RFP?)		■		Not allowed to be contracted with the contractor
	Commissioning		🟩		
	Cost Consultant - Review		🟩		
	Cost Auditing		🟩		
	Constructability Review		🟩		
	FFE Materials				
		Furnishings	■	□	
		Appliances	■	□	
		Equipment	■	□	
		Communication & Radio	■	□	
		Telecommunication/Data	■	□	
		Office Supplies	■		
		IT/Computer items	■		
		Art	■	□	
	CM/PM		🟩		
	Legal Fees		■		
	Permitting		■	□	
	Sales Tax		■		
	Contingency		■		

Monthly Costs		Owner Cost	PDB GMP	Notes
	Power	🟥	□	Could keep this with Owner to avoid mark ups
	Water	🟥	□	Could keep this with Owner to avoid mark ups
	Gas	🟥	□	Could keep this with Owner to avoid mark ups
	Cable	🟥	□	if needed
	Security	🟥	□	
	Trash	🟥	□	if needed
	Internet	🟥	□	if needed
	Insurance	🟥		
	Maintenance	🟥	□	

Building Purchase			Owner	PDB GMP	Notes
	Purchase		■		
	Closing Costs				
		Title Insurance	🟥		ALTA Survey was an alternate to this
		Appraisal	🟥		
		Environmental Report	🟥		
		Underwriting	🟥		
		Legal Fees	🟥		
		Miscellaneous Fees	🟥		
	Property Taxes		🟥		
	(N) Facility Surplusing		🟥		Disposal of any furnishings left in the building
	(E) Facility Surplusing		🟥		Disposal of existing furnishings
	Moving Costs		🟥		

Current allocation	■
Possible allocation	□
In OAC's Contract	🟩
Not in Project Budget	🟥

ACTION PROPOSAL FORM

Date: 12/12/2022

Action Title: Investment Account for Bond Proceeds

Time Sensitivity: Normal

Background / Purpose:

In October the Board of Directors authorized SNO911 staff to create Future Facility Fund 150 for the purposes of accounting for bond proceeds and internal monies previously designated for the Future Facility Project. The amount of funds initially deposited into fund 150 will be approximately $49,000,000, plus what is remaining in the capital fund following the real estate closing. These funds will be used to pay for the design and remodeling of the new facility over the next 2-3 years, per the forthcoming Construction Contract(s).

SNO911 Staff recognize the fiduciary responsibility for protecting future facility funds via bank level security, conservative placement of funds deposited, and levels of FDIC and/or PDPC (Public Deposit Protection Commission, Washington State Treasury) insurance against loss due to bank failure. SNO911 staff has identified the following three options in which to deposit the future facility funds:

1) **US Bank Demand Deposit Account**. This is a non-investment type of account identical to the existing SNO911 Fund Accounts. We would earn a return of approximately 0.3% on this money over the course of the future facility project, or approximately $209,250. This is the safest option, but with the lowest return.

   In the event of a bank failure, these types of accounts are FDIC insured (in the aggregate) up to $250,000 per depositor (i.e. Tax ID #) with any remaining balances protected by the PDPC, which is part of the Washington State Treasury Office.

2) **US Bank Money Market Account.** This is an investment account that includes some risk, the risk is low as the funds in the Money Market Account are invested in conservative, near-term, highly liquid investments. We would earn an approximately 1% return on this money over the course of the future facility project, or approximately $697,500. A key downside to this money market account is that SNO911 would be limited to six transactions per month which could create liquidity issues for the project. While considered very low risk there is risk of principle loss in any investment.

   In the event of a bank failure these types of accounts are FDIC insured (in the aggregate) up to $250,000 per depositor (i.e. Tax ID #) with any remaining balances protected by the PDPC, which is part of the Washington State Treasury Office. The money in this account would be in an interest-bearing demand deposit account, the principal of which is not subject to market risk. The account it subject to interest rate risk only.

3) **US Bank Money Central Account (Insured Cash Sweep)**. Similar to a Money Market Account in terms of risk and return. However, through a special, limited $1.3 Billion arrangement between US Bank and the FDIC with the entire amount deposited in this account being 100% FDIC insured, so there would be no need to also rely on the PDPC in the event of bank failure. This account is not subject to the six-transaction limitation of the Money Market Account. This option also offers an approximate return of 1%, or an estimated $697,500 over the duration of the construction of the new facility. The money in this account would be in an interest-bearing demand deposit account, the principal of which is not subject to market risk. The account it subject to interest rate risk only. The Federal Reserve has not lost a penny to a fully insured depositor since 1933.

Recommendation/Motion:

Recommend selection of the US Bank Money Central Account (Insured Cash Sweep) to use as an investment vehicle for Future Facility Funds with authorization to move funds between Fund 150 and the Money Central Account as necessary, and to sign any documents necessary to effectuate the use of the Money Central Account.

Attachment:
If the Board accepts Staff's recommendation our bank is requesting execution of the attached resolution. The resolution has had legal review.

INVESTMENT RESOLUTION

Snohomish County 911

(Name of Public Agency)

RESOLVED, that any one of the officers of this public agency designated below:

Kurt Mills, Excutive Director

Wade Anderson, Director of Finance. Snohomish County 911 Treasurer.

(identify authorized officers by title e.g. Treasurer, Controller, Director of Finance, etc.)

is/are authorized, on behalf of and in the name of this public agency, (a) to direct, orally or in writing or electronically or through any other medium agreed to by said officer(s) and the Money Center Department of U.S. Bank National Association ("Money Center"), the opening of an investment account and the investment of public agency funds in securities and/or time deposits with and/or through the Money Center through such account; (b) to execute, on behalf of the public agency, contracts or agreements in connection with such investment account in the usual form provided by the Money Center for such accounts generally; (c) to receive in respect of said investment account confirmations, receipts, notices, demands, reports, and communications of any kind; (d) to receive in respect of said investment account money, securities, time deposits, and property of every kind, and to dispose of same; (e) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the public agency; and (f) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Money Center, the debiting and/or crediting by the Money Center of this public agency's deposit account(s) at any financial institution for the purpose of effecting such transaction.

FURTHER RESOLVED, that the Executive Director *(identify certifying officer by title)* of this public agency is authorized and directed to certify to the Money Center the foregoing resolutions and that the provisions thereof are in conformity with the resolutions, articles, bylaws, policies or other governing document of this public agency and to certify to the Money Center the names of the persons now holding the offices referred to above and any changes hereafter in the persons holding said offices together with specimens of the signature of such present and future officers.

FURTHER RESOLVED, that the authority granted to the officers of this public agency shall continue in full force and effect, and the Money Center may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to the Money Center by an officer of this public agency, and any action taken by said officers and relied on by the Money Center pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on this public agency.

FURTHER RESOLVED, that the actions of any officer of this public agency heretofore taken in opening an investment account with the Money Center and in the investment of public agency funds through such account, be, and the same hereby are in all respects, ratified, confirmed, and approved.

FURTHER RESOLVED, that all prior resolutions of this public agency authorizing the opening of an investment account with the Money Center and the investment of public agency funds through such account, be, and the same hereby are, rescinded and superseded as to all such transactions with respect thereto effected after the date of adoption of these resolutions.

CERTIFICATE

I hereby certify that I am the Executive Director ______________ *(identify certifying officer by title)* of Snohomish County 911 ______________________________,
a public agency organized and existing and in good standing under the laws of the State of Washington ______________, and that I have full power and lawful authority to execute this Certificate on behalf of the public agency.

I further certify that set forth below are the true titles, names and genuine signatures of the duly elected or appointed, qualified and acting officers of the public agency presently holding such offices who are authorized under the foregoing resolutions:

TITLE	**NAME**	**SIGNATURE**
Kurt Mills	Executive Director	
Wade Anderson	Director of Finance	

IN WITNESS WHEREOF, I have affixed by name in my official capacity as
Executive Director ______________ *(identify certifying officer by title)* on this ________ day of
__________________, 20______.

Signature______________________________

Name Kurt Mills______________________________

Title Executive Director______________________________

(Signature, name and title of certifying officer)

Action Proposal Form

Date: December 5, 2022

Title: Site Readiness #1 Change Order

Background / Purpose:

Upgrades to SNO911 radio sites are necessary to implement the Radio Replacement Project at SNO911 facilities. Power system modifications and enhancement of life safety systems are required at all sites. Day Wireless was awarded Site Readiness Contract #1. Due to changes in certifications and type acceptance with regulatory agencies, modifications to planned work is necessary to complete the Site Readiness Contract #1. Additional work is needed to change Hydrogen safety sensors out for a new UL certified sensor. Day Wireless has proposed a change order in the amount of $6,059.46 (without sales tax) to implement this new equipment.

Suggested Action/Recommendation:

Authorize Executive Director to sign Change Order #1 with Day Wireless in the amount of $6059.46 plus sales tax.

Fund: Fund 130-16-37

CHANGE ORDER

Change Order No.	2021-011-CO1
Date:	10-21-2022
Project Name:	Site Tower Readiness 1
Customer Name:	Snohomish County 911-Radio
Customer Project Mgr:	Howard Tucker

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Change order to include equipment, travel electrical and work to install/replace Hydrogen Sensor 1 EA per site (3 Sites):

- Deer Creek
- Gunnysack
- Clearview

Contract # **2021-011** **Contract Date:** **10-5-2021**

In accordance with the terms and conditions of the contract identified above between Snohomish County 911 and Day Wireless Systems, the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$43,133.86
Previous Change Order amounts for Change Order numbers [ ] through [ ]	$0.00
This Change Order:	$6,059.46
New Contract Value:	$49,184.41

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

CHANGE ORDER

Changes in Equipment: *(additions, deletions or modifications)*	
3-SBS-H2-KIT Hydrogen Gas Detector, AC/DC approved	$1,195.00 ea.
3-GAS-JB SBS Gas detector junction box	$25.00 ea.
3-E190399 Electrical Cord, 110VAC, 18-AWG 10A, 10FT	$15.00 ea.
Shipping	$14.82 ea.
$1,249.82 per site extended price $3,749.46	

Changes in Services: *(additions, deletions or modifications)*	
3 EA 2 hours travel and mobilization per site at $95.00/HR	total $190.00 EA Extended Price $570.00
3 EA 4 Hours electrical labor per site at $145.00/HR	total $ 580.00 EA Extended Price $1,740.00
$770.00 per site total extended price $2,310.00	

Schedule Changes: *(describe change or N/A)*
Schedule will be confirmed upon receipt of approved CO

Pricing Changes: *(describe change or N/A)*	
Total for Materials	$3,749.46
Total for Labor	$2,310.00

Customer Responsibilities: *(describe change or N/A)*
NA

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
No changes

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

CHANGE ORDER

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Day Wireless Systems		**Customer**	
By:	____________________	By:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Date:	____________________	Date:	____________________

Reviewed by: ________________________________ Date: ____________________

Name Title

Action Proposal Form

Date: December 6, 2022

Title: Post Issuance Compliance Policy – Federal Tax Matters
Background / Purpose:

The IRS strongly encourages users of tax-exempt bond financed facility to have written policies and procedures in place to deal with appropriate use of bond proceeds (including private use), investments, records retention, and arbitrage/rebate issues. The attached draft policy has been reviewed by the SNO911 Bond Counsel.

Suggested Action/Recommendation:

Approve the Post Issuance Compliance Policy – Federal Tax Matters.

Fund: N/A

SNOHOMISH 911

POST ISSUANCE COMPLIANCE POLICY – FEDERAL TAX MATTERS (FOR TAX EXEMPT GOVERNMENTAL BONDS)

A. Background and Purpose.

This Post Issuance Compliance Policy addresses the federal tax obligations applicable to Snohomish County Regional Public Safety Communications Agency ("SNO911") and tax-advantaged governmental bond issues issued on behalf of or for the benefit of SNO911. Such bonds include, but are not limited to, the Limited Tax General Obligation Bonds, 2022 issued by Snohomish County, Washington (the "County"), a portion of which were loaned to SNO911 to finance the acquisition, design, construction, remodeling, furnishing and/or equipping of a centralized building for housing SNO911's facilities and equipment. This policy applies to tax-exempt governmental bonds issued on behalf of or for the benefit of SNO911 (including the portion of any County tax-exempt bonds loaned to SNO911), and other bonds subject to comparable requirements. As used in this policy, references to "bonds" and "securities" include bonds, lines of credit, bond anticipation notes, and equipment and other financing leases.

SNO911 is a public agency formed by its public entity members under chapter 39.34 RCW (the "Interlocal Cooperation Act"), as a nonprofit corporation for purposes of Washington State law under chapter 24.06 RCW, and pursuant to the terms of an Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of January 1, 2018, and as thereafter amended and restated (the "SNO911 ILA"). The Interlocal Cooperation Act authorizes governmental agencies to exercise any powers, privileges or authority jointly with each other, to enter into agreements with one another for joint or cooperative action and to specify in any such agreement the organization, composition and nature of any separate legal or administrative entity created by such agreement together with the powers delegated to such entity. SNO911 was organized (through merger of its successor public entities) to provide emergency communication services on behalf of its member agencies throughout Snohomish County.

The County is a member of SNO911, and a "Participating Agency" therein as defined in the SNO911 ILA. As authorized by the SNO911 ILA, the County and SNO911 have entered into the Agreement Providing for Capital Financing for Snohomish County Regional Public Safety Communications Agency, effective May 18, 2022 (the "Capital Financing Agreement"), pursuant to which the County agreed to issue its tax-exempt limited tax general obligation bonds to finance a loan to SNO911 and SNO911 has agreed to repay such loan.

Numerous federal tax, federal securities and state law requirements must be met in connection with each bond issue. In some circumstances other covenant requirements will also need to be satisfied. These requirements are addressed in the bond transcript completed at bond closing, and confirmed in certain respects by the legal opinions included in the bond transcript. This policy is intended to improve SNO911's ability to:

- Identify its obligations under applicable statutes, regulations and documentation associated with publicly offered and privately placed securities issued to finance

capital facilities of SNO911,
- Prevent violations in bond requirements from occurring in the first place,
- Timely identify potential violations,
- Correct identified violations through appropriate remedial steps, and
- Identify the individual responsible for monitoring compliance.

Within SNO911, the Executive Director and the Director of Finance, or designee(s), will be responsible for ensuring that this policy is followed and compliance checklist and records, as applicable, are maintained.

B. <u>Transcripts</u>.

1. For each issue of bonds issued to finance capital facilities of SNO911, SNO911 will receive a full transcript after bond closing. It is expected that the transcript will include a full record of the proceedings related to the issuance of the bonds, including proof of filing an IRS Form 8038-G or 8038-GC, if applicable, a tax certificate (the "Tax Certificate") signed by the issuer (such as the County) with respect to the bonds and any ongoing disclosure undertaking with respect to the bonds (commonly contained in the authorizing resolution or in a separate continuing disclosure certificate), if applicable.

2. Bond transcripts will be retained by the following parties and in the following locations within the SNO911: Office of the Director of Finance.

C. <u>Federal Tax Law Requirements</u>. As noted above, this policy is intended to improve SNO911's ability to: prevent violations of bond requirements from occurring; timely identify potential violations; and correct identified violations through appropriate remedial steps.

1. *Use of Proceeds*. Monitoring the expenditure of bond proceeds is necessary to assure that the required amount of bond proceeds are expended for capital expenditures and that not more than *10%* of the bond proceeds are expended for projects that will be used for in a private trade or business (as described below).

a. If the project(s) to be financed with the proceeds of the bonds will be funded with multiple sources of funds (such as available revenue (equity) and tax-exempt bonds), SNO911 will adopt an accounting methodology that:

- maintains each source of funding separately and monitors the actual expenditure of proceeds of the bonds;
- commingles the proceeds and monitors the expenditures on a first in, first out basis; or
- provides for the expenditure of funds received from multiple sources on a proportionate basis.

b. Records of expenditures (timing of expenditure and object code) of the proceeds of bonds will be maintained by the Director of Finance.

c. If the project involves bond proceeds and other sources of funds and included both governmental and nongovernmental use of the financed facilities, the Executive Director in consultation with other authorized SNO911 staff and/or official(s) will undertake a final reconciliation of bond proceeds expenditures and expenditures of other funds with project costs no later than 18 months after the later of the date of expenditure or the date that the project is placed in service (but in no event more than five years after the date of issuance of the bonds).

d. Any change in the scope of the project financed with bond proceeds should be reviewed and documented.

e. Any delay in the project and the expected spending of bond proceeds should be discussed with appropriate bond counsel and documented.

f. Records of investments and interest earnings on the proceeds of securities will be maintained by the Director of Finance. Such records should include the amount of each investment, the date each investment is made, the date each investment matures and if sold prior to maturity, its sale date, and its interest rate and/or yield. Interest earnings on bonds are considered proceeds of the issue for purposes of federal tax law. Interest earnings on proceeds will be deposited in the fund in which the proceeds of the bonds were deposited (if not, then the plan for use of interest earnings will be discussed with applicable bond counsel).

g. Records of interest earnings on reserve funds maintained for the bonds, if applicable.

h. If at the completion of the project there are unspent bond proceeds, the Director of Finance, conferring with bond counsel, will direct application of the excess proceeds for permitted uses under federal tax law, state law, and bond authorization documents.

2. *Arbitrage Rebate*. In general, bond proceeds and certain other funds can only be invested at a rate that exceeds the yield on the bonds under limited circumstances. Amounts earned by investing above the bond yield must be rebated to the IRS, unless a spending exception is met. The arbitrage and rebate requirements for each bond issue are detailed in the Tax Certificate executed in connection with the applicable bond issue. The Director of Finance will monitor compliance with the arbitrage rebate obligations of SNO911 for each bond issue.

a. *Funds to Monitor*. The following funds in connection with each bond issue: any debt service funds, any project funds, and any other funds or accounts with bond proceeds; and any other accounts holding amounts pledged to pay bonds.

b. *Review*. SNO911 will monitor rebate compliance for each issue of tax-exempt bonds issued during that calendar year.

i. During construction, the Director of Finance is to monitor expenditures to confirm satisfaction of any expected exceptions to rebate (described below).

ii. The first rebate payment is due five years after date of issue of the bonds plus 60 days.

iii. Rebate is due every succeeding five years, if there are unspent gross proceeds of the bonds.

iv. Final rebate payment is due 60 days after early redemption or retirement of the bonds.

c. *Rebate Exceptions*. The Director of Finance will review the Tax Certificate and related certificates signed by SNO911 in the transcript in order to determine whether SNO911 is expected to comply with a spending exception that would permit SNO911 to avoid having to pay arbitrage rebate. If the Tax Certificate identifies this spending exception, then SNO911 will monitor the records of expenditures to determine whether SNO911 met the spending exception (and thereby avoid having to pay any arbitrage rebate to the federal government).

d. *Rebate Consultant*. SNO911 (after first consulting with the County or any other issuer of tax-exempt bonds issued for the benefit of SNO911) may select and retain the services of a rebate consultant if determined to be necessary in order to calculate any potential arbitrage rebate liability. The rebate consultant may be selected no later than the completion of the project to be financed with the proceeds of the issue. A rebate consultant may be selected on an issue by issue basis or for all applicable bonds. The selected rebate consultant shall provide a written report to SNO911 and the issuer of any such bonds with respect to the issue and with respect to any arbitrage rebate owed if any.

Based on the report of the rebate consultant, reports may need to be filed with and make any required payments to the Internal Revenue Service, no later than the fifth anniversary of the date of each issue (plus 60 days), and every five years thereafter, with the final installment due no later than 60 days following the retirement of the last obligation of the issue.

e. *Yield Reduction Payments.* If SNO911 fails to expend all amounts required to be spent as of the close of any temporary period specified in the Tax Certificate, SNO911 will consult with the issuer to determine and pay any required yield reduction payment.

3. *Use of the Facilities Financed with Proceeds*. In order to maintain tax-exemption of bonds issued on a tax-exempt or tax-advantaged basis, the bond-financed facilities (projects) are required to be used for governmental purposes during the life of the issue. The Executive Director and the Director of Finance will monitor any private use and the Director of Finance will maintain records regarding any private use of the projects financed with such bond proceeds. The IRS Treasury Regulations prohibit private business use of tax-exempt financed facilities beyond permitted *de minimus* amounts unless cured by a prescribed remedial action. Generally, private business use means use (directly or indirectly) of a tax-exempt financed facility that is used in a trade or business carried on by any nongovernmental person. A nongovernmental person may include corporations, partnerships, other entities engaged in business, the federal government or federal government agencies, natural persons engaged in a trade or business, and federally recognized nonprofit organizations. There are a variety of exceptions to the private business use rules, such as use by the general public (e.g. by a member of the general public on the same basis as other members of the public), incidental use (such as kiosks, vending machines, etc.), and short term use (such as a short term facility rental).

Private use may arise as a result of:

a. Sale of all or a portion of the facilities;

b. Lease of all or a portion of the facilities (including, but not limited to, leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers);

c. Management contracts (in which SNO911 authorizes a third party to operate a facility (e.g., cafeteria or parking operator), except for qualified management contracts under IRS Rev. Proc. 2017-13 or any successor guidance;

d. Preference arrangements (in which SNO911 grants a third party preference of the facilities, e.g., preference parking in a public parking lot); and

e. Entering into contracts giving "special legal entitlement" to the facility (for example, selling advertising space or naming rights).

All leases and other contracts involving use or management of bond-financed property as described above will be sent prior to execution to the Director of Finance for review. The Director of Finance will confer with personnel responsible for bond-financed projects at least annually to discuss any existing or planned use of bond-financed or refinanced facilities. Private use for each bond-financed project will be calculated annually.

If the Director of Finance or designee identifies private use of tax-exempt debt financed facilities, the Director of Finance or designee will consult with County or other issuer (and bond counsel, as appropriate) to determine whether private use will adversely affect the tax-exempt status of the issue and if so, what remedial action is appropriate. The private use may be allocated to those facilities (or portions of facilities) that were funded from sources other than bond proceeds. If noncompliance will be remediated under existing remedial action provisions or tax-exempt bond closing agreement programs contained in the regulations or other published guidance from the IRS, determine the deadline for taking action and proceed with diligence to take the required remedial actions. If remedial actions are unavailable, determine (with the County or other issuer) whether to make a submission to the Tax-Exempt Bonds Voluntary Closing Agreement Program ("VCAP") under Internal Revenue Manual 7.2.3.

4. *Refundings*. For any escrows established for refunding outstanding bonds, SNO911 will confirm that any scheduled purchases of State and Local Government Series ("SLGS") or open market securities are made as scheduled. The Director of Finance will confirm that all proceeds of the refunded bonds have been spent and will verify that excess proceeds, if any, of the bonds do not exceed an amount permitted by the Regulations. Any final rebate payment is due 60 days after early redemption or retirement of the refunded bonds.

5. *Reissuance*. A significant modification of the bond documents may result in bonds being deemed refunded or "reissued." Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new Tax Certificate. The SNO911 shall consult with bond counsel in the event of modification of the bond documents.

6. *Records Retention.*

a. Records with respect to matters described in this policy will be retained by the SNO911 for the life of the bond issue (and any issue that refunds the bond issue) and for a period of three years thereafter.

b. Records to be retained:

(i) The transcript;

(ii) Any arbitrage rebate reports and related work papers;

(iii) Work papers that were provided to the rebate consultants;

(iv) Records necessary to document the allocation of bond proceeds and other sources of funds to particular projects or portions of projects;

(v) Records of expenditures and investment receipts (showing timing of expenditure and the object code of the expenditure and in the case of investment, timing of receipt of interest earnings). (Maintenance of underlying invoices should not be required provided the records include the date of the expenditure, payee name, payment amount and object code; however, if those documents are maintained as a matter of policy in electronic form, then SNO911 should continue to maintain those records in accordance with this policy);

(vi) Copies of all certificates and returns filed with the IRS (e.g., for payment of arbitrage rebate);

(vii) Records documenting the final allocation of bond proceeds to projects, including any reallocations of bond proceeds, in a format showing the timing and substance of the reallocation, if applicable;

(viii) Copies of all contracts relating to the use of the bond-financed facility including leases, concession agreements, management agreements and other agreements that give usage rights or legal entitlements with respect to the facility to nongovernmental persons (e.g., advertising displays, cell tower leases, and naming rights agreements); and

(ix) Copies of all records noting compliance with these policies.

7. *Training of Responsible Officers/Employees*. SNO911 will provide, or cause to be provided, opportunities for training to the responsible individuals on the post issuance compliance requirements outlined in this policy. Such training opportunities may include at or after bond closing, a conference call or meeting with bond counsel to review the requirements applicable to a new bond issue, and/or participation in in-house training sessions, CPE seminars, or seminars/webinars conducted by professional organizations.

8. *Contact Information*. SNO911 may need to confer, from time to time, with outside bond counsel to confirm the applicability and scope of the requirements outlined in this policy. For reference, the contact information for SNO911 advisors is provided below. SNO911 shall also

maintain contact information for each issuer of bonds for its capital projects, including but not limited to the County.

Contact: Pacifica Law Group LLP, as outside counsel/bond counsel
Deanna Gregory (bond counsel) at 206-245-1716 or
Deanna.gregory@pacificalawgroup.com, or

Stacey Crawshaw-Lewis (bond counsel) at 206-245-1714 or
Stacey.Lewis@pacificalawgroup.com

Alison Benge (tax counsel) at 206-602-1210 or
Alison.Benge@pacificalawgroup.com

TAX CERTIFICATE AND AGREEMENT
OF
SNO911

RELATING TO
LOAN OF PROCEEDS OF
SNOHOMISH COUNTY, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BONDS, 2022

I, Kurt Mills, on behalf of the Snohomish County Regional Public Safety Communications Agency ("SNO911"), certify as follows:

1. General.

1.1 Responsible Officer. I am the Executive Director of SNO911 and, as such, am an officer of SNO911 responsible for administering SNO911 Project as described herein and in the Tax Exemption and Nonarbitrage Certificate (the "County's Tax Certificate") dated November 29, 2022 (the "Date of Issue") of Snohomish County, Washington (the "County") concerning the $79,550,000 Snohomish County, Washington Limited Tax General Obligation Bonds, 2022 (the "Bonds") to which this certificate is attached as Exhibit B. Initially-capitalized terms used and not defined herein have the meanings assigned to such terms in the County's Tax Certificate.

1.2 Purpose of Certificate. Pursuant to a Capital Financing Agreement effective as of May 18, 2022, between the County and SNO911 (the "Capital Financing Agreement"), the County agreed to (a) make a loan in an amount not to exceed $60,000,000 to SNO911 for the purpose of financing the acquisition, design, construction, remodeling, furnishing and/or equipping of a centralized building for housing SNO911's facilities and equipment (the "SNO911 Acquisition and Construction Project"), and costs of issuance and other transaction costs; and (b) to use reasonable efforts to issue limited tax general obligation bonds to obtain the funds to make such loan in a principal amount reasonably determined by SNO911. The SNO911 Project consists of the loan by the County to SNO911 of Bond Sale Proceeds in the amount of $49,000,000 (the "Loan"), as requested by SNO911. SNO911 understands that the Bonds are obligations the interest on which is intended to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). SNO911 acknowledges that, for the County to maintain such exemption on the Bonds, SNO911 must comply with the requirements applicable to tax-exempt obligations under the Code as described herein with respect to the Loan, the Loan Proceeds, the Loan Repayments and the facilities to be financed with the Loan Proceeds (the "SNO911 Project Facilities").

This certificate is executed to establish the facts, estimates and circumstances in existence on the Date of Issue and the *bona fide* reasonable expectations of the SNO911 on the Date of Issue as to future events in connection with the Loan Proceeds for the purposes of the applicable provisions of the Code, and applicable Treasury Regulations under Sections 103, 141, and 148-150 of the Code. It is included as a part of the official record of proceedings in connection with the issuance of the Bonds (the "Transcript"), specifically as a certificate described in Treasury Regulations Section 1.148-2(b)(2). SNO911 understands that, despite the representations and statements of expectation made in this certificate, (a) the taking of any deliberate, intentional action by SNO911 after the Date of Issue in order to earn prohibited arbitrage with respect to the Loan Proceeds will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and that an intent to violate the requirements of Section 148 of the Code is not necessary for an action to be considered intentional within the meaning of the Code; and (b) the taking of any deliberate action subsequent to the Date of Issue that causes the conditions of either the private loan financing test or the private business use and private security and payment tests under Section 141 of the Code to be met with respect to the Loan Proceeds will cause the Bonds to be private activity bonds within the meaning of Section 141 of the Code, and that an intent to violate the requirements of Section 141 of the Code is not necessary for an action to be considered deliberate within the meaning of the Code.

1.3 Statement as to Facts, Estimates and Circumstances. All statements of facts, estimates and circumstances set forth herein, and statements concerning the reasonable expectations of the County based upon such facts, estimates and circumstances, are made to the best of my knowledge and belief, in good faith and upon due inquiry. SNO911 understands that, for the purposes of the Code, this certificate constitutes evidence of the expectations of SNO911, but does not establish any conclusions of law or any presumptions regarding either the actual expectations of SNO911 or the reasonableness of such expectations.

1.4 About SNO911. SNO911 is a municipal instrumentality of its members, all of which are State or local governmental units with police powers, jointly organized by such members under chapter 39.34 RCW, as a nonprofit corporation for purposes of the laws of the State of Washington (the "State") under chapter 24.06 RCW, and pursuant to the terms of an Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of January 1, 2018. The Interlocal Cooperation Act authorizes governmental agencies to exercise any powers, privileges or authority jointly with each other, to enter into agreements with one another for joint or cooperative action and to specify in any such agreement the organization, composition and nature of any separate legal or administrative entity created by such agreement together with the powers delegated to such entity. SNO911 was organized (through merger of its successor public entities) to provide emergency communication services on behalf of its member agencies throughout Snohomish County. The County is a member of SNO911.

2. Purpose of the Loan.

2.1 Governmental Purpose; SNO911 Acquisition and Construction Project. The Loan is being obtained by SNO911 in order to finance the SNO911 Acquisition and Construction Project.

2.2 Reimbursement for Prior Expenditures. It is expected that approximately $5,213,433 of the Loan Proceeds will be used to reimburse the SNO911 for expenditures made for the SNO911 Acquisition and Construction Project prior to the Date of Issue. For the purposes of certain federal regulations relating to use of proceeds of tax-exempt obligations to reimburse prior expenditures (the "reimbursement regulations"), SNO911 declared its official intent to reimburse itself from proceeds of the County's tax-exempt general obligation bonds for certain expenditures made by SNO911 in connection with the SNO911 Acquisition and Construction Project prior to the Date of Issue with funds that were not, and were not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay the cost of the SNO911 Acquisition and Construction Project, as more fully described below (the "SNO911 Declaration of Official Intent"). The SNO911 Declaration of Official Intent was made pursuant to Resolution 2022-04 of the Governing Board of SNO911, which was passed on August 18, 2022, and is attached hereto as Schedule I.

The original expenditures that will be repaid or reimbursed with Loan Proceeds were made beginning not earlier than June 20, 2022, a date not more than three years prior to the Date of Issue, and all were made either after or not more than 60 days before the date of the SNO911 Declaration of Official Intent, except for (i) qualified "preliminary expenditures" within the meaning of the reimbursement regulations (such as expenditures for architectural, engineering, surveying or soil testing services and similar items made before commencement of construction, but not for costs of purchasing land, site preparation or other costs incident to commencement of construction) in an amount that does not exceed 20% of the Issue Price of the Bonds; and (ii) other expenditures in connection with the SNO911 Project in an aggregate total amount not exceeding the lesser of $100,000 or 5% of the Loan Proceeds ($2,450,000).

The SNO911 Project Facilities have not yet been placed in service, and thus have not been in service for more than 18 months. Therefore, the reimbursement allocations being made with Proceeds of the Bonds will occur not later than 18 months after the date the SNO911 Project Facilities were first placed in service and not later than three years after the date of the earliest original expenditure for the SNO911 Project, except for reimbursement for expenditures in an aggregate total amount not exceeding the lesser of $100,000 or 5% of the Loan Proceeds ($2,450,000).

3. Sources and Disbursement of Loan Proceeds and Qualified Equity.

3.1 Loan Proceeds. On the Date of Issue, the County will loan $49,000,000 of Bond Sale Proceeds to SNO911.

3.2 Project Fund. SNO911 has created a separate fund, held separate and apart from other funds of SNO911, for the receipt, investment and disbursement of the Loan Proceeds for the SNO911 Acquisition and Construction Project (the "Project Fund").

3.3 Qualified Equity. SNO911 expects to contribute the sum of $13,777,518, derived entirely from funds other than Proceeds of the Bonds or other tax-advantaged obligations (the "SNO911 Qualified Equity"), to the payment of the costs of the SNO911 Acquisition and Construction Project.

3.4 Cost of the SNO911 Acquisition and Construction Project. The cost of the SNO911 Acquisition and Construction Project is estimated to be at least $62,777,518, which cost will be paid from the Loan Proceeds, together with the Qualified Equity. As a result, the Loan Proceeds are not expected to exceed the amount necessary to pay the costs of the SNO911 Acquisition and Construction Project.

3.5 No Impermissible Private Business Use. SNO911 reasonably expects that it will use the SNO911 Project Facilities for governmental purposes of SNO911 during the entire term of the Bonds. No more than 10% of the Loan Proceeds (or of a corresponding portion of the

SNO911 Project Facilities being financed with Loan Proceeds) will be used for any private business use. No more than 5% of the Loan Proceeds (or of a corresponding portion of the SNO911 Project Facilities being financed with Loan Proceeds) will be used either for any private business use that is unrelated to the governmental purpose of the Bonds or for any private business use that is related to a governmental purpose of the Bonds but exceeds the amount of Proceeds of the Bonds that are expected to be used for that governmental purpose. SNO911 intends to allocate the Loan Proceeds and Qualified Equity to discrete portions of the SNO911 Project Facilities in such a manner as to further these expectations and agrees that it will not permit any private business use of the portions of the SNO911 Project Facilities deemed to be financed with Loan Proceeds without the prior written consent of the County.

3.6 No Loans of Loan Proceeds. SNO911 agrees that no Loan Proceeds will be used directly or indirectly to make or finance loans to any person.

4. The SNO911 Project Facilities.

4.1 Commencement and Prosecution of Work on SNO911 Acquisition and Construction Project. SNO911 has already entered into contracts or otherwise incurred substantial binding obligations toward commencement of work on the SNO911 Acquisition and Construction Project involving an amount equal to at least 5% of the Loan Proceeds ($2,450,000). Work on the SNO911 Acquisition and Construction Project and expenditure of the SNO911 Acquisition and Construction Project are expected to proceed with due diligence to completion.

4.2 Completion of the SNO911 Acquisition and Construction Project. SNO911 expects that at least 85% of the Loan Proceeds ($41,650,000) will be spent for the SNO911 Acquisition and Construction Project by November 29, 2025, the date that is three years after the Date of Issue. Schedule II to this certificate contains a schedule of reasonably expected expenditures of Loan Proceeds for costs of the SNO911 Acquisition and Construction Project (the "Draw Down Schedule"). SNO911 has documentation (*e.g.,* architectural and engineering reports, plans and drawings, agreements and contracts) supporting its expectations regarding the expenditures set forth in the Draw Down Schedule.

4.3 Ownership; No Sale of SNO911 Project Facilities Expected. SNO911 will be the owner of the SNO911 Project Facilities. The SNO911 Project Facilities are not expected to be sold or otherwise disposed of in whole or in part prior to maturity of the Loan other than to dispose of any portion of the SNO911 Project Facilities that becomes inadequate, obsolete, worn out, unfit or no longer necessary or useful to the operation of the SNO911 Project Facilities.

5. Repayment of Loan.

5.1 Debt Service Structure. SNO911 will repay the Loan by making the Loan Repayments set forth in Schedule III attached hereto.

5.2 Security and Source of Payment for the Loan. Pursuant to the terms of the Capital Financing Agreement, SNO911 has agreed that, for as long as the Loan is outstanding and unpaid, each year it will include in its annual budget revenues in an amount sufficient to pay the principal of and interest on the Loan as the same will become due. SNO911 has pledged User Fees (as defined in the Capital Financing Agreement) received from its Participating Agencies (as defined in the Capital Financing Agreement) to the payment of its obligations due to the County under the terms of the Capital Financing Agreement, as further described in the Capital Financing Agreement. In particular, the User Fees are not pledged to the repayment of the Bonds, and the bondholders are not third-party beneficiaries of the Capital Financing Agreement nor do they have rights to enforce SNO911's obligations thereunder.

5.3 No Replacement Proceeds.

(a) Absence of Sinking Funds. SNO911 has not created or established and does not expect to create or establish any reserve fund, sinking fund or other similar fund that is reasonably expected to be used directly or indirectly to pay debt service on the Loan or any pledged fund with respect to which there is reasonable assurance that money will be available in that fund to pay debt service on the Loan even if SNO911 were to encounter financial difficulties.

(b) No Negative Pledges. There are no amounts held under any agreement requiring the maintenance of amounts at a particular level for the direct or indirect benefit of the County, as lender under the Loan, excluding for this purpose amounts in which SNO911 may grant rights that are superior to the rights of the County and amounts that do not exceed reasonable needs for which they are maintained and as to which the required level is tested no more frequently than every 6 months and the amount may be spent without any substantial restriction other than a requirement to replenish the amount by the next testing date.

(c) No Amounts with Direct Nexus. There are no amounts not described herein that have a sufficiently direct nexus to the Loan or the SNO911 Acquisition and Construction Project, to conclude that the amounts would have been used for debt service on the Loan or for the SNO911 Acquisition and Construction Project, if the Proceeds of the Bonds were not being used for those purposes.

(d) Safe Harbor. It is not expected that any Replacement Proceeds will arise as a result of the term of the Loan being longer than is reasonably necessary for the governmental purpose of financing the SNO911 Acquisition and Construction Project because the weighted average maturity of the Loan does not exceed 120% of the average reasonably expected economic life of the SNO911 Project Facilities .

6. Restrictions on Investing Proceeds of the Bonds in Higher Yielding Investments.

6.1 Yield on Bonds. SNO911 acknowledges that the Bonds are subject to the arbitrage restrictions imposed by Section 148 of the Code. SNO911 further acknowledges that, based on the Certificate of Municipal Advisor pertaining to the Bonds, a copy of which has been provided to SNO911 by the County, the Yield on the Bonds has been calculated to be 3.463467% and such Yield will not be affected by subsequent unexpected events unless either: (a) the County enters into a hedging transaction, within the meaning of Treasury Regulations Section 1.148-4(h)(3), or (b) there is a subsequent transfer, waiver, modification or similar transaction affecting any right that is part of the terms of the Bonds.

6.2 Restricted on Investment of Loan Proceeds in Higher Yielding Investments. SNO911 will not invest Gross Proceeds of the Loan (including, without limitation, amounts deposited in any fund or account for the Loan) in Higher Yielding Investments, except as follows:

(a) Project Fund. The Loan Proceeds deposited in the Project Fund may be invested in Higher Yielding Investments for a temporary period not exceeding three years from the Date of Issue.

(b) Investment Earnings. Investment Proceeds of the Loan for which no other temporary period is available may be invested in Higher Yielding Investments for a temporary period of one year from the date of receipt of those investment earnings.

(c) Replacement Proceeds. SNO911 does not expect to create any Replacement Proceeds with respect to the Loan or the Bonds. If, despite such expectation, Replacement Proceeds arise, such Replacement Proceeds may be invested in Higher Yielding Investments for a temporary period of 30 days commencing on the date they are first treated as Replacement Proceeds.

(d) Other Gross Proceeds. Gross Proceeds of the Bonds not described in subparagraphs (a) through (c), inclusive, of this Section 6.2 may be invested in Higher Yielding Investments for a temporary period of 30 days beginning on the date of receipt.

(e) Restricted Yield Investments. Proceeds (and other amounts treated as Replacement Proceeds) of the Loan that may not be invested in Higher Yielding Investments will be invested in (i) obligations purchased at fair market value in *bona fide*, arm's-length transactions in an established market for those obligations and having Yields not materially higher than the Yield on the Bonds when calculated using the same frequency interval of compounding interest as used for the Bonds, (ii) obligations the interest on which is excluded from gross income under Section 103 of the Code that are not private activity bonds under Section 141 of the Code (or obligations treated as tax-exempt obligations under Section 103 of the Code, e.g., obligations issued by certain qualified regulated investment companies that invest, to the extent practicable, all of their assets in tax-exempt governmental bonds and meet certain other conditions), and Demand Deposit Securities issued by the United States Treasury pursuant to the State and Local Government Series program, or (iii) other United States Treasury Obligations—State and Local Government Series having Yields not materially higher than the Yield on the Bonds; provided, that in certain limited cases, investments will not be considered to be invested at a Yield higher than the Yield on the Bonds if the County makes or causes to be made "yield reduction payments" to the United States Treasury at the times and in the amounts described in Treasury Regulations Section 1.148-5(c). SNO911 will not rely upon the County's ability to make any such yield reduction payments to satisfy its obligations with respect to any Gross Proceeds of the Bonds that are not eligible to be invested without regard to yield restrictions unless the County has first retained and been advised by bond counsel, in writing, that such payments will operate to bring the County into compliance with the yield restriction requirements of Section 148 of the Code.

7. Compliance With Arbitrage Rebate Requirement or Conditions for Exception From Arbitrage Rebate Requirement.

7.1 Compliance With Arbitrage Rebate Requirement. SNO911 acknowledges that the Bonds are subject to the Rebate Requirement imposed by Section 148(f) of the Code, and therefore the County, in the manner and to the extent required by that Section, will calculate and rebate to the United States any investment earnings on Gross Proceeds of the Bonds that are in excess of the amounts that would have been earned if those Gross Proceeds had been invested at the Yield on the Bonds, plus any income attributable to such excess earnings. SNO911 will provide a quarterly report (the "Quarterly Report") on or before the 30th day after the end of the applicable quarter to the County specifying any investment earnings on Gross Proceeds of the Loan , plus any income attributable to such earnings.

7.2 Exceptions from Rebate Requirement. SNO911 acknowledges the Bonds will be treated as meeting the Rebate Requirement if any of the "six-month," "eighteen-month" or "24-month" exception, referred to in Section 7.2 of the County's Tax Agreement, is met. The Quarterly Report will specify the amount of Gross Proceeds expended during such quarter and the purpose of each expenditure, the amount of Gross Proceeds remaining unspent, and the purposes for which such unspent Gross Proceeds are intended to be used, including retainages. SNO911 will otherwise cooperate with any request of the County to establish satisfaction of any exceptions to the Rebate Requirement.

7.3 Calculation of Rebate Requirement.

(a) Allocation and Accounting Rules. SNO911 will use a consistently applied accounting method, as directed by the County, to account for investments and expenditures of Proceeds of the Bonds. Allocations of Loan Proceeds to expenditures will be made only with respect to a current outlay of cash for the expenditures. No Loan Proceeds will be allocated to any expenditure to which proceeds of any other obligations have been allocated. Based on such information, the County may make a final allocation of Proceeds of the Bonds to expenditures with respect to all of the Bond-financed projects (including, but not limited to, the SNO911 Acquisition and Construction Project) no later than 18 months after the later of the date the expenditure is paid or the date such projects are placed in service. In the event allocations of Proceeds of the Bonds to expenditures are not made within 60 days after the date that is 5 years after the Date of Issue, SNO911 acknowledges that the Internal Revenue Service may apply a specific tracing accounting method to account for investment and expenditures of Proceeds of the Bonds. Generally, investments are allocated to the Bonds for the period that begins on the date Gross Proceeds are allocated to the Bonds and to the investment, and ends on the date such Gross Proceeds cease to be allocated to the Bonds or to the investment. The Quarterly Report will include any allocations or planned allocations of Loan Proceeds to expenditures desired by SNO911 to be made and the accounting method used.

(b) Commingled Funds. SNO911 expects to invest all Loan Proceeds in segregated accounts or within a Commingled Fund where Proceeds of the Bonds are invested and accounted for separately. If any Loan Proceeds are invested in Commingled Funds, all payments and receipts of any investments will be allocated based on a consistently applied, reasonably ratable allocation method in accordance with Treasury Regulations Section 1.148-6(e).

(c) Relationship to Yield Restriction. The requirements of this Section 7 relating to the Rebate Requirement apply to all Gross Proceeds, regardless of whether such amounts are subject to yield restriction or are unrestricted as to yield. Thus, an amount of Gross Proceeds may be invested in Higher Yielding Investments but will, notwithstanding that characterization, be subject to the Rebate Requirement. Similarly, an amount of Gross Proceeds may be "restricted as to yield" but will, notwithstanding that characterization, also be subject to the Rebate Requirement.

(d) Computation and Payment Dates. SNO911 acknowledges that, except as otherwise provided in Section 7.2 of the County's Tax Certificate, the Rebate Requirement, net of the Computation Date Credit, must be computed by the County as of each Installment Computation Date and as of the Final Computation Date. The Quarterly Report will include a detailed description of all investments of Loan Proceeds and investment earnings thereon.

Rebate payments of an amount which, when added to the future value of all previous rebate payments made with respect to the Bonds, equals at least 90% of the Rebate Requirement, must be paid by the County no later than the date 60 days after each Installment Computation Date. The final rebate payment of an amount which, when added to the future value of all previous rebate payments made with respect to the Bonds, equals 100% of the Rebate Requirement as of the Final Computation Date, must be paid by the County to the United States Department of the Treasury no later than 60 days after the Final Computation Date. SNO911 will cooperate with the County to provide all information necessary or appropriate for the County to comply with the foregoing requirements.

8. Bonds Meet Other Arbitrage Requirements.

8.1 No Replacement of Funds Invested in Higher Yielding Investments. No portion of the Loan Proceeds will be used directly or indirectly to replace funds of SNO911 invested in higher yielding investments.

8.2 No Abusive Arbitrage Device. The primary, *bona fide* governmental purpose of obtaining the Loan is to finance the costs of the SNO911 Acquisition and Construction Project. No action is being taken or will be taken in connection with the issuance of the Bonds or the procurement of the Loan that has the effect of (a) enabling SNO911 to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage by investing any portion of the Gross Proceeds of the Loan over any period of time, and (b) overburdening the tax-exempt bond market as a result of issuing more Bonds, issuing the Bonds earlier, or allowing the Bonds to remain outstanding longer than is otherwise reasonably necessary to finance the SNO911 Acquisition and Construction Project.

8.3 No Intent To Earn Impermissible Arbitrage Profit. SNO911 will not take any intentional action to earn any impermissible arbitrage profit from the investment of Gross Proceeds of the Loan.

8.4 Purpose Investment. SNO911 represents that it is obtaining the Loan in connection with the issuance of the Bonds in order to carry out the governmental purposes of the Loan, and not for the principal purpose of earning arbitrage. Loan Repayments by SNO911 to the County are required to be sufficient to pay a portion of the principal of and interest on the Bonds, when due. The earnings on any investments of Loan Proceeds will accrue to the benefit of SNO911 and not to the benefit of the County. SNO911 expects that no Loan Repayments will be made under the Loan until the latest date those payments are required to be made. Except for (i) the receipt of Loan Repayments described above and (ii) the obligation of SNO911 to pay a proportionate amount of costs of issuance and other transaction fees of the Bonds as described herein and in the Capital Financing Agreement, SNO911 reasonably believes that no consideration, in cash or in kind, is being or will be paid by any person to any other person in connection with issuing, carrying or paying the Bonds or the Loan, or any credit enhancement or liquidity arrangement relating to the Bonds or the Loan.

9. Bonds Meet Other Requirements for Tax Exemption.

9.1 No Federal Guaranty. Payment of the Loan Repayments is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof.

9.2 Hedge Bond Expectations. SNO911 reasonably expects that (a) at least 85% of the Loan Proceeds ($41,650,000) will be used to carry out the governmental purposes of the Loan within the three-year period beginning on the Date of Issue, and (b) none of the Loan Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed yield for 4 years or more.

9.3 No Refunding. No portion of the Loan Proceeds will be used to pay the principal of or interest on another issue of governmental obligations.

9.4 Post-Issuance Compliance Procedures. SNO911 has established written post-issuance compliance procedures (a) to monitor the requirements of Sections 141 and 148 of the Code after the Date of Issue and (b) to ensure that any portion of the Loan that becomes nonqualified is remediated in accordance with the requirements under Treasury Regulations Section 1.141-12.

9.5 Amendment. This certificate may be amended or supplemented to make such additions, deletions or modifications as may be necessary or desirable to assure exclusion of interest on the Bonds from gross income without consent of the owners of the Bonds.

10. Bonds Tax-Exempt and Not Arbitrage Bonds.

SNO911 expects that bond counsel to the County will rely upon the foregoing facts, estimates and circumstances in existence on the Date of Issue and the reasonable expectations of SNO911 as to future events respecting the Bonds and the Loan to enable them to conclude that it is not expected that Proceeds of the Bonds will be used in any manner that would cause the Bonds to be arbitrage bonds and to provide their opinion that the Bonds are governmental obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code.

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DATED: November 29, 2022.

SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY

Name: Kurt Mills
Title: Executive Director

[signature page to Tax Certificate and Agreement]

SCHEDULE I

Declaration of Official Intent of SNO911

SNOHOMISH COUNTY 911
RESOLUTION 2022-04

A RESOLUTION OF THE GOVERNING BOARD OF THE SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (SNOHOMISH COUNTY 911) DESIGNATING CERTAIN EXPENDITURES FOR REIMBURSEMENT FROM BONDS THAT MAY BE ISSUED BY SNOHOMISH COUNTY, WASHINGTON, TO PROVIDE CAPITAL FINANCING FOR A NEW 911 FACILITY.

WHEREAS, Snohomish County Regional Public Safety Communications Agency ("Snohomish County 911" or "SNO911") provides emergency communication services on behalf of its member agencies throughout Snohomish County. Snohomish County, Washington (the "County") is one of the member agencies of SNO911; and

WHEREAS, the County reasonably expects to issue limited tax general obligation bonds as tax-exempt obligations, and to loan a portion of the proceeds of such bonds to SNO911 to be used to acquire, design, construct, furnish and/or equip a centralized building for housing SNO911's facilities and equipment, and related costs of issuance and other transaction costs (the "Project"); and

WHEREAS, the United States Department of the Treasury has promulgated Regulations limiting the ability of an issuer or borrower to use the proceeds of tax-exempt obligations for reimbursement of prior expenditures; and

WHEREAS, any such declaration of official intent to reimburse must not be made as a matter of course or in an amount substantially in excess of the amount expected to be necessary for the proposed project; and

WHEREAS, SNO911 expects to finance the Project, in part, through the issuance of tax-exempt obligations issued by the County;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SNOHOMISH COUNTY 911, AS FOLLOWS:

Section 1. SNO911 reasonably expects to reimburse expenditures relating to the Project with the proceeds of debt to be incurred by the County (the "County Bonds"), and therefore makes this Declaration of Intent to Reimburse to preserve the ability of the County and SNO911 to reimburse SNO911 for such expenditures from the proceeds of the County Bonds.

Section 2. The maximum principal amount of County Bonds expected to be issued for the purpose of financing the Project is $49,000,000.

Section 3. This Declaration of Official Intent to Reimburse is made pursuant to Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

Section 4. This resolution will take effect from and after its adoption as provided by law.

Approved this 18th day of August, 2022.

SNOHOMISH COUNTY REGIONAL
PUBLIC SAFETY COMMUNICATIONS
AGENCY (SNOHOMISH COUNTY 911)

____
Board President

ATTEST:

____
Wade Anderson, Treasurer

SCHEDULE II

Draw Down Schedule

Year	Drawn Down Amount
2022	$5,213,433
2023	$7,286,567
2024	$31,500,000
2025	$5,000,000

SCHEDULE III

Loan Repayment Schedule

BOND DEBT SERVICE

Snohomish County, Washington
Sno911 Project

Dated Date	11/29/2022
Delivery Date	11/29/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023			1,116,772.22	1,116,772.22	
12/01/2023	2,035,000	5.000%	1,104,500.00	3,139,500.00	4,256,272.22
06/01/2024			1,053,625.00	1,053,625.00	
12/01/2024	2,150,000	5.000%	1,053,625.00	3,203,625.00	4,257,250.00
06/01/2025			999,875.00	999,875.00	
12/01/2025	2,260,000	5.000%	999,875.00	3,259,875.00	4,259,750.00
06/01/2026			943,375.00	943,375.00	
12/01/2026	2,370,000	5.000%	943,375.00	3,313,375.00	4,256,750.00
06/01/2027			884,125.00	884,125.00	
12/01/2027	2,490,000	5.000%	884,125.00	3,374,125.00	4,258,250.00
06/01/2028			821,875.00	821,875.00	
12/01/2028	2,615,000	5.000%	821,875.00	3,436,875.00	4,258,750.00
06/01/2029			756,500.00	756,500.00	
12/01/2029	2,745,000	5.000%	756,500.00	3,501,500.00	4,258,000.00
06/01/2030			687,875.00	687,875.00	
12/01/2030	2,880,000	5.000%	687,875.00	3,567,875.00	4,255,750.00
06/01/2031			615,875.00	615,875.00	
12/01/2031	3,025,000	5.000%	615,875.00	3,640,875.00	4,256,750.00
06/01/2032			540,250.00	540,250.00	
12/01/2032	3,175,000	5.000%	540,250.00	3,715,250.00	4,255,500.00
06/01/2033			460,875.00	460,875.00	
12/01/2033	3,335,000	5.000%	460,875.00	3,795,875.00	4,256,750.00
06/01/2034			377,500.00	377,500.00	
12/01/2034	3,505,000	5.000%	377,500.00	3,882,500.00	4,260,000.00
06/01/2035			289,875.00	289,875.00	
12/01/2035	3,680,000	5.000%	289,875.00	3,969,875.00	4,259,750.00
06/01/2036			197,875.00	197,875.00	
12/01/2036	3,860,000	5.000%	197,875.00	4,057,875.00	4,255,750.00
06/01/2037			101,375.00	101,375.00	
12/01/2037	4,055,000	5.000%	101,375.00	4,156,375.00	4,257,750.00
	44,180,000		19,683,022.22	63,863,022.22	63,863,022.22

Action Proposal Form

Date: 12/12/2022

Title: Asset Disposal

Background / Purpose:
Included in the acquisition of the new Headquarters building at 332 SE Everett Mall Way was a significant amount of office furniture that was part of an insurance call center in Building A. The seller was asked about removing the furniture and received a quote for over $235,000 to remove and dispose of the furniture and decided not to remove it. SNO911 will retain some of the furniture; however, there are 497 cubicles, 302 desk chairs, 290 desks and a variety of other furniture that far exceeds current or future needs. SNO911 is conducting our own due-diligence to determine proper disposal/sale means, however early indications are there is not a secondary market for this office furniture post Covid and it may ultimately be deemed surplus.

In the interim SNO911 has communicated to all our agencies the availability of furniture through multiple channels. There has been limited interest in small quantities including from Mill Creek and there may be other interested agencies

We are seeking authorization to transfer/dispose of this furniture to interested agencies until we have determined a final disposition for removing all furniture/items we are not keeping.

<u>Inventory of Furniture Requested by Mill Creek</u>
2: 3 cushion Sofa
4: OS Chair
3: Table Small
11: 6X6 Cubicle with desks low height
16: Training Tables
32: Desk Chairs

Suggested Action/Recommendation:
Declare as surplus 2 3-cushion sofas, 4 OS chairs, 3 small tables, 11 6x6 cubicles with low-height desks, 16 training tables, and 32 desk chairs, and authorize disposal of such surplus furniture to the City of Mill Creek.

Fund: N/A

Exhibit A: Transfer Letter

To: Stan White, Mill Creek Police Chief

From: Kurt Mills, Snohomish County 911
Executive Director

Subject: Bill of Sale - Surplus Furniture Transfer

Date: 12/15/2022

Dear Chief White,

The Snohomish 911 Board of Directors has authorized the transfer of surplus furniture belonging to Snohomish County 911 (as Grantor) that was left behind a building we recently purchased to your agency, the City of Mill Creek (as Grantee). This furniture is being transferred as/is and without any warranty. It is being transferred for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Grantee is responsible for moving this furniture out of SNO911's new headquarters.

<u>Inventory of Furniture Requested by Mill Creek</u>
2: 3 cushion Sofa
4: OS Chair
3: Table Small
11: 6X6 Cubicle with desks low height
16: Training Tables
32: Desk Chairs

SNO911;

Kurt D Mills
Executive Director

Mill Creek Police;

Stan White
Police Chief

Board Packet Memorandum

Date: December 15, 2022

To: Snohomish County 911 Board Members

From: Leadership Team

General

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

Viper Upgrade

On November 29th, SNO911 Tech Staff and Intrado implemented the new VIPER hardware and software. This upgrade gives our dispatchers new enhanced features and functionality for call handling. Overall the upgrade went extremely well with little to no issues, thanks to the total collaboration between the internal SNO911 SMEs, Operations and Tech throughout the entire project process. Currently, SNO911 Tech staff and Intrado are wrapping up a few remaining tasks for this project which includes reporting and setting up a test environment.

New World Update

The SNO911 Tech staff and Tyler team have been working together to address the last priority issue from the upgrade. Tyler has developed a possible fix that needs to be fully tested by the SNO911 Tech Staff. This fix will address the last priority issue on the list. Once the fix is verified SNO911 Tech staff will implement it into our live CAD environment.

Future Facility Planning

The SNO911 Tech management team has started internal discussions to develop a short-term plan to transition to a new facility with as little interruption as possible to services we provide to our member agencies. In these discussions, there are strategies being explored to relocate critical systems with little to no downtime. There has been good conversations and progress to determine as to when to refresh hardware and software for critical systems. Tech management will continue to strategize and develop a plan with the help of our Senior Leadership and Department Managers.

November 4 Windstorm Activity

The storm on Friday, November 4, resulted in an unprecedented number of 9-1-1 calls and an exhaustive amount of radio utilization. Below are some statistics that highlight just how busy SNO911 and our partners were during the storm, as well as the days following.

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

- On Friday 11/04 SNO911 received:
  - 3,195 emergency calls
  - 440 non-emergency calls
  - 69 business calls
  - 10 Text-2-911 messages
- Friday evening at 22:00 was our busiest hour of the day with 1,015 9-1-1 calls received.
  - Call volumes from prior storms rarely exceed that of the 4th of July
  - Historically the busiest hour of the year was always the 4th of the July. 4th of July this year was minor in comparison with just 427 calls.
- Responders were under the same level of increased stress and activity as SNO911. The total number of Radio Push-to-Talk events (PTT) was almost three times higher than a typical Friday night.
  - Between 22:00 and 02:00 we recorded 10,441 PTT events
  - For the same period on 11/04/2021 there were 3,527 PTT events

Office of Training and Standards (OTS) Report

This month we began a call taking academy for three newly hired dispatch trainees. Additionally, the Office of Training and Standards is monitoring five trainees working to become independent at call taking, and another five working to become independent at police dispatching. With recruitment going strong, we are planning for a large call taking academy to begin in January. We are excited that this academy will be held in our new building.

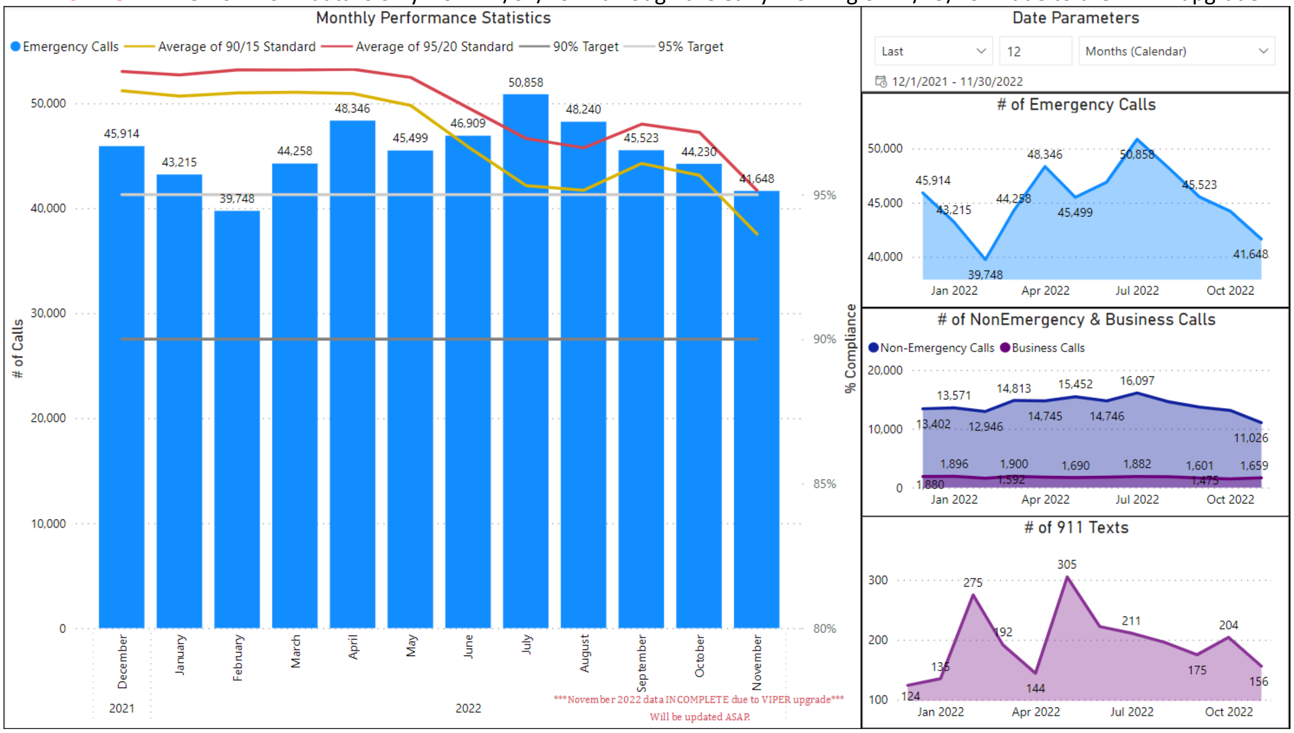
As OTS works to plan for the 2023 training year, the scope has broadened and the team is bringing an "all hands on deck" approach for an anticipated hiring/onboarding/training surge. In preparation for this, a summarized action plan is emerging with new thoughtfulness about how to accomplish our goals. Examples of action items being focused on are; training venue and instructor availability, refinement of training supervisor roles and responsibilities, trainer policy updates, training for our trainers, and strategies for onboarding additional trainers.

ACE Accreditation Update

In August we celebrated our first month of agency compliance towards our ACE Accreditation goal. Our dispatchers did a fine job of following up in September with a second month of meeting compliance - another huge achievement. Our training team is working to support a third month of the same which will enable us to begin working on our application for accreditation.

Monthly Statistical Reports

*PLEASE NOTE: The Nov. 2022 data is only from 11/01/2022 through the early morning of 11/29/2022 due to the VIPER upgrade.



Text-to-911 Report

*PLEASE NOTE: The Nov. 2022 data is only from 11/01/2022 through the early morning of 11/29/2022 due to the VIPER upgrade.

911 Texts	Type	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	9	5	8	6	16	11	12	7	6	5	10		95	95
Incorrect Use	Follow-Up	12	3	8	9	5	9	8	4	6	6	3		73	463
	Area Checks	16	11	16	5	20	12	13	20	12	8	9		142	
	Info	3	0	1	0	0	6	1	1	3	0	0		15	
	Noise	1	1	3	4	0	7	5	4	5	3	3		36	
	Traffic	3	4	0	2	1	7	3	2	1	11	6		40	
	Other Complaints	10	16	18	11	13	16	17	8	15	18	15		157	
Misuse	Accidental	7	2	5	2	7	5	8	6	4	4	5		55	1068
	Behavioral Health	14	200	74	62	174	103	90	84	80	79	48		1008	
	Prank	1	0	0	0	0	1	1	1	0	1	0		5	
Other	Test	1	2	4	3	7	2	2	4	4	10	12		51	593
	Abandoned	15	4	11	4	6	10	8	13	9	26	17		123	
	Non-English	0	0	0	1	1	1	1	0	1	1	1		7	
	Outgoing	0	0	0	0	0	0	0	0	0	0	0		0	
	Subsequent	32	9	29	17	39	20	26	19	15	18	18		242	
	Transfer	0	2	3	3	1	1	3	7	2	1	2		25	
	Voice Call	11	16	12	15	15	11	13	16	12	13	11		145	
Month Total		135	275	192	144	305	222	211	196	175	204	160	0	2219	2219

Abandoned: Non-Responsive
Accidental: Device or person accidentally texted 9-1-1
Area Check: Check of area for person, vehicle, gunshot
Behavioral Health: Calls that result in BHC by LE/EMS
Follow-up: Where is officer?
Info: What is the phone number for animal control?
Noise: Music, people etc.
Non-English: Texter indicates they do not speak English
Other: Any other request or complaint, media from Intrado
Outgoing: Outgoing text calls
Prank: Calls that do not give any valid information, not including BHC
Subsequent: Additional inbound text after call released by call taker
Test: PSAP testing/training TXT29-1-1, vendor test
Traffic: Speeders, DUIs, etc.
Transfer: Transfers to other PSAPs
Voice Call: Dispatchers called the texter/texter placed voice call

SPIDR Tech Survey – November 2022

How satisfied are you with the level of courtesy and respec
the 911 dispatcher you called for police service?

Satisfaction Response	# of Surveys	% of Surveys
4 - Very Satisfied	758	76.64%
3 - Satisfied	194	19.62%
2 - Neither Satisfied nor Dissatisfied	27	2.73%
1 - Somewhat Dissatisfied	4	0.40%
0 - Very Dissatisfied	6	0.61%
Total	**989**	**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	956	95.89%
Somewhat	25	2.51%
No	16	1.60%
Total	**997**	**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 2022

FIRE AREA	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
AIRPORT FIRE	20	13	16	24	17	20	29	26	17	22	21	-	225
ARLINGTON CITY	40	-	-	-	-	-	-	-	-	-	-	-	40
ARLINGTON RURAL FD 21	71	61	69	57	79	94	73	88	74	77	85	-	828
DARRINGTON FD 24	43	31	48	45	43	42	54	40	39	47	52	-	484
EVERETT CITY	2,211	1,940	2,052	2,032	2,200	2,116	2,338	2,216	2,113	2,190	2,395	-	23,803
FD 19	24	27	41	41	23	46	50	38	43	40	46	-	419
SRFR (Mill Creek excluded)	1,065	853	909	941	1,062	1,050	1,210	1,133	1,036	1,095	1,260	-	11,614
GETCHELL FD 22	53	38	46	29	42	41	47	56	44	48	62	-	506
GOLD BAR - INDEX FD 26	84	57	74	68	58	82	92	80	69	77	76	-	817
GRANITE FALLS FD 17	180	146	166	171	173	177	195	199	192	157	197	-	1,953
HAT ISLAND FD 27	2	2	3	1	3	1	3	2	3	3	1	-	24
LAKE ROESIGER FD 16	18	16	14	16	18	25	18	21	22	17	40	-	225
LAKE STEVENS FD 8													
MARYSVILLE FIRE	1,211	1,012	1,039	1,019	1,223	1,173	1,217	1,210	1,120	1,209	1,346	-	12,779
MILL CREEK CITY	201	196	174	206	216	181	244	212	196	243	205	-	2,274
MUKILTEO CITY	180	158	182	177	196	166	200	190	191	185	243	-	2,068
NORTH COUNTY FIRE (UNINC)	526	449	487	520	597	572	666	643	589	580	633	-	6,262
OSO FD 25	7	6	7	9	5	12	12	12	14	12	11	-	107
ROBE FD 23	3	2	4	5	10	7	11	12	11	12	15	-	92
SNOHOMISH FD 4	304	271	259	270	302	285	371	349	354	326	356	-	3,447
SOUTH COUNTY FIRE (TOTAL)	2,866	2,406	2,645	2,535	2,691	2,866	3,061	2,935	2,740	2,786	3,181	-	30,712
SOUTH COUNTY FIRE (UNINC)	1,383	1,088	1,273	1,258	1,286	1,404	1,488	1,394	1,304	1,331	1,527	-	14,736
EDMONDS CITY (CONTRACT)	530	427	496	425	493	514	544	510	463	504	571	-	5,477
BRIER CITY	35	35	37	28	40	31	44	40	38	50	49	-	427
LYNNWOOD CITY	668	644	608	590	633	655	701	728	682	627	765	-	7,301
MOUNTLAKE TERRACE CITY	250	212	231	234	239	262	284	263	253	274	269	-	2,771
STANWOOD CITY	118	121	121	150	139	119	137	146	124	141	149	-	1,465
SULTAN FD 5	101	89	84	92	95	110	123	111	104	102	120	-	1,131
TULALIP FD 15	79	68	75	88	117	78	84	117	93	86	138	-	1,023

POLICE EVENTS PER AGENCY 2022

POLICE AGENCY	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
ARLINGTON	1,825	1,839	2,095	2,134	2,053	1,967	2,232	2,086	2,055	1,992	1,709	-	21,987
BRIER	310	289	358	383	459	436	476	389	412	502	403	-	4,417
DARRINGTON	82	86	82	72	99	92	127	87	56	76	101	-	960
EDMONDS	2,022	1,719	1,909	1,759	2,050	2,120	2,415	2,508	2,140	2,211	2,021	-	22,874
EVERETT	10,695	10,797	11,604	11,462	11,848	11,632	12,489	11,926	11,536	11,129	10,140	-	125,258
GOLD BAR	155	168	215	190	207	218	244	165	177	184	135	-	2,058
GRANITE FALLS	327	311	306	291	302	302	333	360	358	309	283	-	3,482
INDEX	32	33	39	39	42	38	37	28	46	43	40	-	417
LAKE STEVENS	1,714	1,760	1,803	1,730	1,772	1,685	2,149	2,128	2,161	2,041	1,744	-	20,687
LYNNWOOD	3,024	2,886	3,250	3,182	3,403	3,695	3,820	3,779	3,399	3,440	3,294	-	37,172
MARYSVILLE	4,598	4,763	5,098	4,784	5,252	5,009	5,239	5,312	5,122	4,897	4,374	-	54,448
MILL CREEK	1,052	1,063	1,230	1,052	1,147	1,071	1,246	1,150	1,005	1,037	951	-	12,004
MONROE	1,631	1,449	1,620	1,651	2,059	1,954	2,097	1,962	1,838	1,911	1,500	-	19,672
MOUNTLAKE TERRACE	1,227	1,270	1,329	1,282	1,703	1,838	1,804	1,771	1,615	1,644	1,441	-	16,924
MUKILTEO	2,386	2,083	2,261	2,477	2,526	1,969	2,305	2,478	2,237	2,127	2,074	-	24,923
SNOHOMISH	706	786	889	800	865	879	1,049	1,053	959	961	775	-	9,722
SNOHOMISH COUNTY	13,091	12,986	13,517	12,930	13,628	13,382	15,779	14,240	13,386	13,241	12,046	-	148,226
STANWOOD	434	523	488	467	526	566	597	525	613	435	488	-	5,662
STILLAGUAMISH	1,069	1,274	1,326	1,264	1,204	1,238	1,351	1,948	1,876	1,977	1,967	-	16,494
SULTAN	247	252	336	269	315	314	277	262	292	338	296	-	3,198
WOODWAY	82	63	40	50	58	60	50	34	49	42	47	-	575

Snohomish County 911 - Staffing Report
12/12/2022

Full-Time Dispatchers		
Legacy Employees = Hired before 12/1/2017......... New Hire Employees = Hired on/after 12/1/2017		
Job Title:	**Status:**	**Current #**
Trainee Dispatcher	New Hire who has not completed a 2nd discipline yet	12
Trainee Dispatcher 2	New Hire-Completed training in 2 of the 3 required disciplines	9
Police Dispatcher	Legacy: Only trained in CT and Police Dispatch	4
Fire Dispatcher	Legacy: Only trained in CT and Fire Dispatch	3
Cross-Trained Trainee	Trained in 2 disciplines, and currently in-training for the 3rd	2
Cross-Trained Dispatcher	Fully cross-trained in CT, Police, and Fire	59
	Total:	**89**

Full-Time Dispatchers	
Authorized Positions:	103
Filled F/T Positions:	89
Relief Dispatchers:	-7
F/T Vacancies:	14
Dispatch Supervisors	
Authorized Positions:	16
Filled F/T Positions:	15
F/T Vacancies:	1
Senior Leadership	
Authorized Positions:	6
Filled F/T Positions:	5
F/T Vacancies:	1
Operations	
Authorized Positions:	5
Filled F/T Positions:	5
F/T Vacancies:	0
Finance/HR/Records/Admin Assts.	
Authorized F/T Positions:	11
Filled F/T Positions:	9
Filled P/T Positions:	1
F/T Vacancies:	2
Tech / Radio Groups	
Authorized Positions	22
Filled F/T Positions *(Tech)*	13
Filled F/T Positions *(Radio)*	9
Filled P/T Positions *(Radio)*	1
F/T Vacancies	0

REPRESENTED STAFF (Dispatchers & Sups):

Authorized Full-Time Positions:	119
Filled Full-Time Positions:	104
Vacant Full-Time Positions:	15

APPOINTIVE STAFF (Non-Union):

Authorized Full-Time Positions:	44
Filled Full-Time Positions:	41
Vacant Full-Time Positions:	3

Authorized Dispatch Staffing Level - (including trainees)	86.4%
Center Staffing Strength - (excludes trainees and LOA's)	76.0%
Long-Term Leaves of Absence - *(F/T dispatchers only, incl trainees)*	-4
Total Number of SNO911 Employees - (FT/PT/Contract)	**154**

Current Recruitment Status

Candidates Awaiting:

PST Dispatchers Exam	8	Next PST test is scheduled for Dec 15 and 17
CritiCall Test Invitations - December	69	Tests sent out for March Academy
CritiCall Test Completions - December	16	6 Achieved Passing Scores
Interview	8	Interviewing for March academy
Polygraph Exam	5	Scheduled for polygraph examination or awaiting results
Currently in background check	5	Currently in process of completing background check with PST
Psyche Exam and/or Drug/Hearing Test	1	Background complete. Now awaiting psyche exam and/or drug and hearing tests
Onboarding/Orientation	2	Final offers signed. Hiring process complete; just awaiting start date now.

YTD Dispatch Trainees Hired	22

Employment Separations

YTD Full Separations from Agency:	29
YTD Changes from F/T to Relief Status:	1

Dispatch & Sups (Relief Staff):	**0**
Left SNO911 - Voluntary	0
Left SNO911 - Involuntary	0

Appointive Staff (Trainees):	**1**
Accepted New Job	1
Death of Employee	0
Involuntary Term	0
Medical	0
No Reason Given	0
Relocation	0
Retirement	0
End of Contract	0
Voluntary Opt-Out	0

Dispatch (Trainees):	**12**
Accepted New Job (not w/911)	0
Accepted New Job (w/911 agency)	0
Death of Employee	0
Involuntary Term	6
Medical	0
Relocation	1
Retirement	0
Voluntary Opt-Out	5

Appointive Staff (Non-Trainees):	**5**
Accepted New Job	2
Death of Employee	0
Involuntary Term	1
Medical	0
No Reason Given	0
Personal	1
Relocation	0
Retirement	0
End of Contract	1

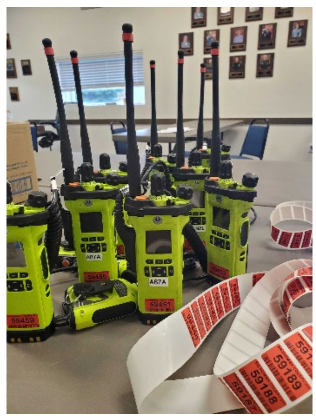
Dispatch (Non-Trainees):	**11**
Accepted New Job (not w/911)	4
Accepted New Job (w/911 agency)	2
Involuntary Term	0
Medical	1
No Reason Given	0
Personal	3
Relocation	1
Retirement	0
Death of Employee	0

Radio Replacement Project

Updates - December 15, 2022

Subscribers:

- Base stations
  - Ken Dennett – SNO911 Project Coordinator/Liaison to agencies
  - Joe Harris – Motorola Project Manager
- Installations have started at Marysville Fire. Install teams will be working their way through the county outward from there. Expectation is that this portion of work will take 6 to 8 months to complete.
- Lightning protection ground must be brought up to code if not presently in place or meets standards. SNO911 is working with Motorola to make these improvements as needed.
- VHF programming is underway with 2 out of 6 Fire Districts scheduled for completion. VHF radios will have red ID labels and red markings on the antennas.



Radio Sites, Microwave, Infrastructure:

- Microwave dish and waveguide replacement complete before end of the year. New tower crew is identifying issues from previous team and making corrections.
- Microwave rack installation underway, Cutover to new microwave planned in Q1/Q2 2023. Motorola/Aviat and SNO911 working on an approach to expedite transition to new microwave system to mitigate legacy microwave system risks.
- Frailey radio site ready work delayed due to snow.
- DC and Battery System replacements 75% complete. Looking towards completion this year or first week of January.
- Upgrades from 200 amp electrical service to 400 amp service completed at 3 out of 4 sites. Frailey Mountain site is scheduled to by the end of November depending on weather/access.
- Generator replacements scheduled in 2023 due to supply chain issues
- South Campus Fiber conversion work effort will be undertaken by Motorola
- Motorola is starting work to install antennas, cables and mounts for P25 radio system
- Rework of Hydrogen sensors is needed to comply with electrical code

Risks:

- Multiple work efforts running concurrently are straining vendor's resources. SNO911 has had adequate resources to support vendor's work.
- Winter weather, storms and legacy system issues might impact SNO911 capacity to support RRP.

Policy:

- None at this time

RRP Policy & Major Decision Timeline

- 09/2022: Approved Removal of Paging from Motorola Scope
- 08/2022: Executed Change Order 11 US Primary Frequency Redesign
- 08/2022: Remove South Campus Microwave Scope
- 05/2022: Remote Area VHF Request
- 05/2022: RRP Inventory and Subscriber Support
- 04/2022: Site Readiness IV Construction Contract
- 04/2022: US Primary Design Scope Change
- 04/2022 RRP purchase of mobile install supplies
- 03/2021: Executed Change Order 7 – Design work to move system to US Primary Frequencies. Further evaluation will be completed with TACs.
- 12/2021: SNO911 Board of Directors approved: WT09 - Additional Growth and Expansion Radio Reimbursement Request, WT08 – Radio Hardware and Replacement Services Policy, and WT07 – Lost, Stolen or Damaged beyond Repair Radio Equipment Replacement
- 12/2021: SNO911 Board of Directors approved amendment to APF 134 to include other suitable antennas identified by the project team.
- 11/2021: SNO911 Board of Directors approved APF 134 to cover expenses to fund antenna changes requested by member agencies.
- 11/2021: Police TAC approved Limited Access Talkgroup Authorization, Programming, and Auditing Policy.
- 10/2021: SNO911 Board of Directors approved Change Order 6 – radio quantities to fulfill needs of SCSO Corrections and delta of needs and changes from original project scope.
- 9/2021: ECSF Advisory Board approved project budget scope increase to capture additional subscriber needs of approx. $4.7M.
- 7/2021: SNO911 Board of Directors approved Framework for Agency's seeking radio replacement for lost/damaged/stolen radios (Update to Warranty Services Policy)
- 6/2021: SNO911 Board of Directors approved Warranty Services Policy, including authorization to purchase radio cache and other related equipment.
- 6/2021: SNO911 Board of Directors authorized creation of a new Capital Fund for agency subscriber equipment starting with a fund balance of $150,000 and a target maximum of $600,000.
- 6/2021: Fire-TAC approves mobile programming information
- 6/2021: Police-TAC approves mobile programming information

- 4/2021: Motorola provides “boston strap” to replace leather swivel holster for APX 8000 HXE portable radios
- 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

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for November 8, 2022 / 10:30-11:30 p.m.
Location: Web Conference

Meeting Attendance:

POLICE TAC REPRESENTATIVES					
Lt. Mike Gilbert - Arlington	✓	Cmdr. Pat Fagan - Lynnwood		Asst. Chief, Andy Illyn – Mukilteo	
Clerk Karen Howell – Brier	✓	Asst. Chief, Jim Lawless – Marysville	✓	Sheriff, Adam Fortney - SCSO	
Sgt. Shane Hawley - Edmonds	✓	Chief, Stan White – Mill Creek	✓	Chief, Rob Palmer – Snohomish	
Capt. Bob Goetz- Everett	✓	Dep. Chief, Ryan Irving - Monroe	✓	Lt. Jason Toner - Stanwood	
Sgt. Jim Barnes – Lake Stevens	✓	Cmdr. Mike Haynes – Mountlake Ter.		Officer Pete Knowlton - Stillaguamish	
ALTERNATE REPRESENTATIVES					
Lt. Peter Barrett - Arlington		Dep. Chief, Chuck Steichen - Lynnwood		Sgt. Karl Gilje – Stanwood	
Chief, Nick Almquist – Brier		Cmdr. Brad Akau – Marysville		Officer Dean Munday - Stillaguamish	
Dep. Chief, John DeRousse - Everett		Chief, Jeff Jolley - Monroe			
Dep. Chief, Jeff Young – Lake Stevens		Capt. Steve McDonald – SCSO	✓		
SNO911					
Executive Director Kurt Mills	✓	Ops. Manager Derek Wilson	✓	Sec./Inf. Team Manager Bleu Jaegel	
Deputy Director Terry Peterson	✓	Ops Manager Karen McKay		Radio Sys. Mgr. Howard Tucker	✓
Director of Tech Marlin Herolaga	✓	Ops Manager Hattie Schweitzer		Rec & Admin Manager Sheila Betts	✓
Director of Ops Andie Burton		App. Team Mgr. Brent Meyer	✓		
SUPPORT STAFF & GUESTS					
Master PO Travis Katzer - Everett	✓	Ops. Sys. Coord. Chris Gass	✓		

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

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

1. **Roll Call:** Roll call was done as attendees logged into ZOOM.
2. **Approval of Minutes:** The September 13, 2022 minutes were approved by Deputy Chief, Ryan Irving and 2nd by Sgt. Shane Hawley.
3. **Announcements:**
   A. Terry reminded the Committee that these meetings are audio recorded and shared that in order to receive a recorded acknowledgment from attendees, we will now be Zoom recording them as well. With Zoom recording, each attendee will need to acknowledge they are aware the meeting is being recorded by clicking on the acknowledgment screen prior to entering the meeting. These recordings will only be retained until the minutes from that meeting are approved by the Committee and then purged.

   B. Terry requested the Agenda be amended to add two topics to New Business:
      1. **ASAP to PSAP** - Chris Gass
      2. **Scheduled Calls Process** – Chris Gass

   No objections and the Agenda was amended accordingly.
4. **Reports:**
   A. **Policy Review Committee:** Jim Lawless
   No meeting. Nothing to report.

   B. **Mobile Users Group:** Travis Katzer
   Lake Stevens hosted the group for their September 28th meeting. This meeting was geared towards discussion and planning of future meetings as well as introductions with Seth Kinney stepping into

the vacancy left by Mike Bard due to his retirement. The group plans to meet quarterly.

C. SNO911 Updates:

a. Dispatch/November 4, 2022 Storm Update:

Kurt shared that Dispatch received 1015 calls in the 2200 hour during the storm. Terry noted, for comparison, the 2200 hour is normally the busiest hour on the 4th of July; however, on the 4th of July, just over 400 calls were received during that same time period.

b. New SNO911 Facility:

It is anticipated that SNO911 will be taking ownership of its new building in the next few weeks.

c. Marysville Storm/Connectivity Outage:

Marlin said after receiving a call from Marysville IT stating they had lost all connectivity to SNO911 on Friday evening (during the storm) and researching the outage, everything appeared to be working as designed on the SNO911 end. The connectivity outage was determined to be between Marysville and the County. Jim said the issue was resolved with the involvement of the County, PUD, and Wave, by mid-Monday.

Howard said although half of the sites were running off of a generator at any one given time, the system remained stable and no functionality was lost.

D. PTCC: <u>Brent Meyer</u>

With the Committee packet sent out on Friday the 4th, Brent provided two handouts that were related to his updates for the Committee to review:

1. "*Group Review MyCrimeReports Needs Assessment Report Draft*"
2. *"PTCC By-Laws Member Update 062922"*

a. PTCC By-Laws:

Brent said the PTCC By-Laws were updated to reflect the correct name of the Committee and other minor updates to provide a more current document.

<u>**Motion: Deputy Chief Ryan Irving made a motion to adopt the updated PTCC By-Laws and the motion was 2nd by Sgt. Shane Hawley. PASSED UNANIMOUSLY**</u>

b. MyCrimeReport Needs Assessment:

Brent referred to the "*Group Review MyCrimeReports Needs Assessment Report Draft"* to review the recommended enhancements and fixes with the Committee. It is anticipated these updates and changes will be in the test environment by early to mid-December and rolled out to production sometime in January

1. Recommended New Report Types:
   - Package Theft
   - Fraud (Credit and Identity Theft)
   - Illegal Dumping ("TIP" would not import into LERMS)
   - Harassment (Social Media/Phone/Email – Does not include DV's, Schools, etc)
   - Illegal Fireworks ("TIP" would not import into LERMS)
   - Parking and Traffic Complaints ("TIP" would not import into LERMS)
2. Additional Recommended Updates and Changes:
   - Upon approval of the citizen report, the approving user will be able to edit all fields, with

the exception of the narrative, and add statutes and offenses (before it imports into LERMS)

- Removing the dollar amount on the starting pages
- "Shoplifting" add password expiration dates for store personnel only
- Retention of documentation and files within the "Shoplifting" portal, will purge after one year

c. LE Representative Opening in the PTCC:
Mike Bard's retirement created a vacancy in the PTCC. Seth Kinney has been asked to fill that vacancy. If Seth gets approval from his superiors to attend, the recommendation to add Seth to PTCC will be presented at the Chief's meeting for approval.

d. Field Reporting Changes:
Updates were pushed out this morning to widen the field reporting layout due to wider MDC screens. This should help to minimize the need to scroll down for field units. More fields will be viewable to the right of the screen rather than below with the goal of streamlining report writing in the field.

E. Radio Replacement Project:
Howard shared that a lot of work is still being done in the background and anticipates power systems will be completed by the end of the year, microwaves by the first quarter of next year with the cutover at the end of 2024.

5. Technical Update: Marlin Herolaga

A. Viper Upgrade 3.0:
Reminder that the Viper Upgrade cutover will be next Tuesday, November 15, 2022. Cutover will begin at 0200 with an anticipated 5-hour window planned. During the upgrade, all 911 calls will be temporarily routed to the 10-digit non-emergency number. No Ani/Ali will be available while in that status. The goal is to remain in normal operations; however, if operations become stressed, any changes in the level of operations will be announced via radio and MDC Chat.

6. New Business.

A. Radio ID's: Jeremy Waldner via Howard Tucker
There are several Radio ID's in the database that are turned on but not currently in use. For system security, to help with transition and inventory accuracy, Jeremy will be reaching out to each agency with a spreadsheet for validation.

B. ASAP to PSAP - Chris Gass
Testing was recently completed on the ASAP to PSAP capability. This allows alarm companies to send alarm activation information directly to CAD. Notes as follows:

- Alarm companies categorize their alarm calls as residential or commercial. We categorize our calls by audible or silent.
- Currently, all burglary alarms will map to the ALARMA type code. Dispatch will need to review the alarm details to determine if the alarm is silent and will upgrade the call appropriately. This may happen after units have self-dispatched to a call.
- Holdup, duress, and panic alarms from a business will be mapped to the ALARMH call type. Residential holdups, duress, and panic alarms will be mapped to the ALARMD call type.

- Request to discuss changing how we categorize alarms to align with how alarm companies and our neighboring PSAPs categorize them. This will be brought to the police policy review committee for discussion.

C. **Scheduled Calls Process** – Chris Gass
SCSO has completed its pilot project using scheduled calls. They found it to be effective, with minimal impact on SNO911 operations. A report from Sgt. Dusevoir with SCSO was reviewed in part, showing the success of the SCSO pilot project.
SNO911 will make this program available to all police agencies within certain guidelines. These guidelines will be developed more fully as the next projects begin. Please reach out to Chris Gass if you would like to discuss setting up scheduled calls for your agency.

Jim requested the PowerPoint shared by Chris during the meeting be distributed to the Committee for review.

7. **Old Business:**
None

8. **Good of the Order.**
Jim congratulated Stan White for his appointment as the new Mill Creek PD Chief.

9. **Adjourned** at 1111 hours.

SNOHOMISH COUNTY 911
Fire Technical Advisory / Operations Committee

November 16, 2022

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☒ Drew Bono	Fire District 24
	☒ John Chalfant	South County Fire	☐ Willie Harper	Fire District 25
	☒ Jason Hodkinson	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Seth Johnson	Fire District 5	☒ Mike Calvert	Everett Fire
	☐ Ryan Shaughnessy	Fire District 15	☒ Darryl Neuhoff	Marysville Fire
	☐ Justin Johnson	Fire District 16	☒ Blake Engnes	Mukilteo Fire
	☐ Jim Haverfield	Fire District 17	☒ Dave Kraski	North County RFA
	☒ Keith Strotz	Fire District 19	☐ Brett Blankenship	Paine Field Airport FD
	☐ Chad Schmidt	Fire District 21	☐ Steve Guptill	SRFR
	☐ Travis Hots	Fire District 22	☐	
	☐ Tim Bond	Fire District 23	☐	
Alternates in Attendance	☒ Whitney Mansfield	Fire District 4	☒ Jeff Cole	Marysville Fire
	☐ Scott Anderson	Fire District 16	☐ Kirk Galatas	Mukilteo Fire
	☒ Bill Dane	First District 17	☐ John Cermak	North County RFA
	☐ Gino Bellizzi	Fire District 19	☐ Tony Mace	Paine Field Airport FD
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐ Joel Johnson	Fire District 24	☒ Ryan Lundquist	SRFR
	☐ Dave DeMarco	Everett Fire	☐ Thad Hovis	SCF

Guests and Staff in Attendance	Colby Titland, SRFR	Derek Wilson, SNO911	Brittney Martens, SNO911
	Joshua Cole, Paine Field	Chris Gass, SNO911	Jeremy Waldner, SNO911
	Todd Anderson, SCF	Hattie Schweitzer, SNO911	Meg Bittinger, SNO911
	Cindy Dean – City of Everett	Marlin Herolaga, SNO911	
	Kurt Mills, SNO911	Brent Meyer, SNO911	
	Terry Peterson, SNO911	Howard Tucker, SNO911	

Note: *Follow-up action items are noted in italics.* <u>Decisions are underlined</u>**.**

Chairman Eric Andrews called the meeting to order at 1:33 p.m.

1. **ANNOUNCEMENTS. N/A**

2. **APPROVAL OF MINUTES.** <u>A motion was made by John Chalfant to approve the October, 2022 Fire TAC / Ops meeting minutes as written. Seconded by Jeremy Stocker. Unanimously approved</u>.

3. **COMMITTEE UPDATES.**

   A. **PTCC / NWS.** *Brent Meyer* – The agenda was pretty law enforcement heavy, so the only real concern for fire is regarding the Fire Mobile Client crashes. On Thursday of last week, they received a potential fix from Tyler Technologies. Since the fix has been applied, they have only seen one crash, and it was different from what is normally seen in the logs. They have sent the crash information back to Tyler for them to review. If this continues to look promising, they will work with Tyler to determine how to best get all of the Fire Mobile Clients updated.

   B. **Technical Update.** *Marlin Herolaga* **–** Many of you may know, but the Viper upgrade scheduled for November 15th was canceled. During final testing it was discovered that there was an intermittent issue with ALI address information – it was coming in garbled and unreadable for the 911 call takers. Intrado worked on a fix for it over the weekend, and sent a patch which seems to have fixed the issue. They are now hoping to do the upgrade on Tuesday, November 29th.

C. **Radio Replacement Committee.** *Howard Tucker* **–** they are making progress and by the end of the year the power system upgrades will be done, minus the generator upgrades. Microwave is going well and most of the equipment is in place. They are looking at different methods to cut over to it sooner rather than later. They are hoping to start the radio equipment/antenna installation within the month. Agencies will be hearing from Joe and Ken on the fire station radios. They have done one district for VHF radio additions, and they have another one scheduled this week. Jose will be reaching out and making sure that this happens for portables and mobiles in the fringe areas. The storm put them behind a couple days, but they are still working behind the scenes to get everything accomplished.

D. **Radio Procedures Committee.** *Derek Wilson* – Derek shared a document and discussed removing the Zone Call Type from the Call Processing Guide, along with all of the other information that is no longer relevant, and replacing it with STRIKE Call Type process, which matches what they are doing right now, and was drafted through the Fire Resource Procedure Committee. Derek can send the document out for those who wish to review it, but basically they did a rewrite to match the County Resource Plan. Additionally there hasn't been a re-write since before the switch to New World, so it was pretty out of date.

A motion was made by Jeremy Stocker to accept the changes in the Fire Radio Procedure Manual and the Call Processing Guide as written. Seconded by John Chalfant. Unanimously approved.

E. **Fire User Group.** *Chris Gass* – The group did meet, and the main topic of discussion was the transfer of patient care status that was discussed at the last Fire TAC meeting. Chief DeMarco sent an email stating that the desire is now to move forward with that status. The group looked at some different options and landed on using the name of Patient Transfer for that status. They are still working on finalizing the color scheme, but there is a CAD User Group meeting this afternoon, and they will be discussing that. This is intended to be used the same way as Patient Contact status. When a unit transfers patient care to any other provider, they will come over the air and advise that they have completed the patient transfer, and dispatch will then place them in the patient transfer status, therefore documenting the times, and they do transfer into ESO.

F. **Fire Standards/Data.** *Brittney Martens* – No Update.

G. **County Fire Resource Plan Committee.** *Jeremy Stocker* – Nothing new to report.

H. **Enabling VHF on Multiband Radios.** *Howard Tucker* – Covered above in 3C.

I. **Fire Dispatch Process Workgroup.** *Derek Wilson* – Eric started the conversation by asking if they are wanting to try another model, or not waste time since the current one is working? What is the status on this? Per Derek, the real drive is to make sure that they are using their resources properly and providing the services needed. Even with the changes that have been made, they are still unique, and they are not scaling their dispatch ability based on work flow and business. Derek doesn't want to say "we're good where we are", but he doesn't want to rush a change either. There will likely be changes to the current model, and whether that leads to an entirely new model or not is yet to be determined. After some discussion it was decided to keep the topic on the agenda and revisit it in January.

J. **SNO911 DRC/DSC.** *Terry Peterson* – Terry shared a document and stated that the committee has been really focused on the new EMS type codes. They have been going through the 1500 plus determinant codes and figuring out which new type code they are associated with. The preliminary work on that has been done, and the next step is for Chris Gass to work with each agency to determine what, if any, FRL changes will be associated with the new type codes. They are still targeting an early January go-live, but that is really going to depend on how many changes there are. There are still some more work sessions scheduled, but at this point, everything has been approved in terms of the new type codes. The DRC/DSC will be the approving body in deciding what determinant code goes to which type code, and then each agency will need to approve what their response is for the new type codes. After much discussion, Terry, Derek and Chris reiterated the importance of each agency's full participation in working with SNO911 throughout the process so everyone knows what to expect, and to get this done by January.

4. **SNO911 UPDATE.** *Terry Peterson* – SNO911 is the proud owner of a couple of buildings just down the street that they closed on today. They are in the RFQ process to select a contractor/designer firm. Hopefully in the first or second quarter of next year, they will be on board, and construction will start soon after. Per Kurt, the former owner of the new building is leaving a bunch of furniture, approximately 200 cubicles. For any agency who can use it, let SNO911 know as soon as possible. Hopefully sometime after Thanksgiving any agency who wants it can come by and pick it up. They will have to get the approval from the Board to dispose of it this way, but Kurt doesn't think that will be an issue.

November 4th Storm. That Friday was a very busy day for SNO911 dispatchers. Terry went over a document that showed some statistics. The 2200 hour was the busiest hour of the day with over 1,000 911 calls, which was a record breaker. Normally the busiest hour of the year is on the Fourth of July, and this past Fourth of July they had 427 calls during the busiest hour. The radio push to talk was very busy as well with over 10,000 that day.

Fire Dispatch. Terry also wanted to mention that based upon hiring, training new staff, etc., SNO911 believes they will be able to go back to their normal fire dispatch staffing in January.

5. **OLD BUSINESS.**

A. REDNET Follow-Up. *Howard Tucker* - Howard stated that he would like to get some user feedback, get a direction from Fire TAC, and then bring this to the PPC to work through budget and schedule issues if SNO911 agencies want to make a change. To recap, RedNet was mentioned after the Bolt Creek Fire incident. Agencies from across the state arrived on scene and communication was difficult because our agencies don't have VHF V-TAC or RedNet, which have national interoperability channels. RedNet has a long history in the state of Washington and seems to be the better choice. Either choices is a change in the project and will affect money and project design. Per Jeremy Stocker, he has had a lot of experience in the wildland environment, and he believes that RedNet is something we need to have. After much technical discussion, Howard said he will take it to PPC (they are meeting in December) and discuss both the cost and schedule impacts of changing Fire TAC 770 to RedNet. Depending on their decision, he will then check with Motorola to see what the change in licensing involves.

B. First Due Workgroup. *Todd Anderson* - There was a Train the Trainer class on November 9th at Snohomish Regional Fire and Rescue. The next class will be the policy group for symbols, and hopefully they will have a rough draft policy for Fire TAC to review at the January meeting. On the mobile side, SNO911 has done everything possible for the new link to get away from email linking. Todd has a meeting with First Due tomorrow.

i. Community Connect. *Jeremy Stocker* – Community Connect is a function through First Due that is essentially a competitor to Smart 911. Jeremy feels that it can do a lot more for fire agencies than Smart911. Among other things, they have a burn ban feature that would be really useful and functional. Jeremy just wanted to bring it to everyone's attention to maybe think about using it alongside Smart911 in the future. Per Derek and SNO911 Data Analyst Brittany Martens, there are almost 18,000 Smart 911 profiles in Snohomish County due to the campaign that SNO911 has promoted. Jeremy said he doesn't want to push two different campaigns, especially after all of the hard work that SNO911 has done to inform and educate the public about Smart911. He just feels that Community Connect is better for the fire service, it's already being paid for, and he thinks it's at least worth taking a look at. The group decided to table the conversation for now, or at least until after some more people can see some sort of demonstration regarding the functions of Community Connect.

C. **PulsePoint AED Registry Follow-Up.** *Marlin Herolaga* – Marlin brought this up to TAC last month because the project has been stalled due to the lack of AED registries. John Chalfant had offered to follow up, and he apologized that this has fallen off his radar. John said that he will get with with Shawneri immediately and follow up with Marlin as soon as possible. Marlin also shared a map showing all of the 234 AEDs that are registered so far. 111 of them have been validated, leaving 123 that have not been validated yet. Marlin would like to focus on getting those validated first, and then maybe there will be enough data to at least start the testing process on the SNO911 side, and get the project moving again.

6. NEW BUSINESS.

A. **Windstorm and Wires Type Code.** *Jeremy Stocker* – Jeremy started off by commending the dispatchers on their great work during the windstorm on November 4th. He feels that certain calls should be put on hold during a storm, as long as no one is in danger. He doesn't feel like there is a point in dispatching for wires down when the wind is still blowing. Drew Bono agreed - why would any agency send their crews out in the middle of a storm when there is no danger to anyone? It's an unnecessary risk to crews and equipment. The general agreement amongst those at the meeting was that wires down during a windstorm is not really a priority call unless a house is on fire, or people are trapped in a vehicle. It was also acknowledged that not all agencies may agree with that. Ultimately, Eric Andrews suggested that someone send a survey out to see where other agencies stand operationally on this. Drew agreed to send a survey out to the fire agencies and go from there.

7. GOOD OF THE ORDER. N/A

8. ADJOURN. The Fire TAC / Operations Committee adjourned at 3:12 p.m.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, December 21st at 1:30 p.m. via ZOOM, or in-person at the Snohomish Training Annex.

Snohomish County 911
Finance Committee
Meeting Summary for December 8, 2022 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Derek Daniels	✓	Steve Guptill	✓
Jim Lawless	✓	Ken Klein			
Staff Support Team					
Kurt Mills	✓	Terry Peterson	✓	Wade Anderson	✓
Sharon Brendle (notetaker)	✓				

1. **Call to Order and Announcements.** The meeting was called to order at 1:30 by Chair Dave DeMarco. There were no announcements.

2. **Reports.***

   A. **Blanket Voucher Report for September.** There were no questions or concerns. **Jim Lawless moved and Dave DeMarco seconded to recommend the Board approve the Blanket Voucher Report for November. The motion passed.**

   B. **Fund Balance Report for November.** No questions were raised. The new Fund 150 (for new facility expenditures) was opened after the report was created.

3. **New Business.**

   A. **APF – Updated Fund 140 New Radio Authorizations.** Terry explained that this is an update from action that the Finance Committee took last month, but since the Board did not meet, it wasn't approved. In addition to the radio requests that were previously approved (Tulalip Fire, Everett Fire, and Marysville Police), Arlington Police has since made their request for nine additional radios. Terry reported that so far the majority of requests have been provided for out of current stock. They are, however, asking for authorization to spend from the fund if they need to. He went on to explain that they plan to request additional funding in the amount of $600,000 in the annual budget request to meet ongoing need. Based on a request from a committee member, Terry will update the APF to reflect if the fund was used or the request was made using current stock on hand. Activity from Fund 140 is also reflected on the Fund Balance Report. Terry also confirmed that they have more mobile radios in stock, but normally have to purchase portables. They haven't filled the portable request from the Task Force yet, and they plan to bring that request back in January or February 2023. He explain that they are waiting for that additional funding which will be available next year.

   Steve Guptill moved to recommend the Board authorize staff to move forward with the 10/17/2022 Tulalip Fire, 10/25/2022 Everett Fire, 11/2/2022 Marysville Police, and Arlington Police, 7/20/22 fleet expansion requests to be funded from Fund 140 as needed, as part of the Consent Agenda. The motion was seconded by Jim Lawless. The motion passed.

   B. **APF - Updated Tower Site Lease Renewals and Amendments.** Terry explained this is another updated APF from last month that the committee had previously taken action on. The new lease amendment is with T-Mobile at the Fire Trail site in order to add a back-up generator. The lease has gone through legal review, and the red-lined version is included in the packet. Staff recommends that this action be placed on the Consent Agenda at the next board meeting.

Jim Lawless recommended to place on the consent agenda and authorize the SNO911 Executive Director to execute lease extension letters with their land owners under the existing lease terms, sign the lease amendment with King County for the Sobieski Tower site and enter into a new lease agreement with WSDOT for the existing equipment at the Marysville Tank tower site, and sign the approved lease amendment with T-Mobile at the Fire Trail tower site. The motion was seconded by Steve Guptill and approved unanimously.

C. **APF - Day Wireless Site Readiness Contract 1 Change Order.** Terry explained that with some code changes that require some different sensors to be installed at Deer Creek, Gunnysack and Clearview. This change order would allow Day Wireless to complete the work. In the other Site Readiness contracts, a 10% contingency was added which would allow the contracts to be managed without going back for additional approval. The value of this change order is $6,059.46. **Steve Guptill moved to recommend the board authorize the Executive Director to sign the change order with Day Wireless in the amount of $6,059.46, plus tax. The motion was seconded by Jim Lawless and approved unanimously.**

D. **APF - Post Issuance Compliance Policy - Federal Tax Matters.** Terry explained that they recently learned that the IRS strongly recommends that SNO911 should have written policies and procedures in place to deal with the appropriate use of bond proceeds, investments, records retention, and arbitrage/rebate issues. A draft policy written by SNO911's bond counsel, Deanna Gregory, was included in the meeting packet. Terry shared some plans with the committee on how the bond proceeds will be spent, and how they will be following the 10% private use rule. Wade spoke about arbitrage, and explained how the agency is restricted from having excess earnings from an investment account. With the account they opened at US Bank, the agency's yield is capped at 3%. This will be strictly monitored and there is no expectation of being in a positive arbitrage situation. He added that since the funds are coming from tax exempt bonds, the IRS does not want public funds being used to get excess returns. Terry added that he and Wade have both attended a training session with Snohomish County Finance and their Arbitrage consultants. This addition will be added to the current SNO911 Finance Policy. **Derek Daniels moved to recommend the Board approve the Post Issuance Compliance Policy-Federal Tax Matters, as presented. The motion was seconded by Jim Lawless and approved unanimously.**

E. **Tax Certificate Agreement - Informational Only.** Terry reported that the process of going through the Snohomish County Bond Council requires this type of agreement. Ms. Gregory worked with the bond council and created the agreement. It's been signed by Kurt. Terry added that many of the items covered in the agreement are also included in the policy. No action is needed for this item.

F. **Asset Disposal.** Kurt reported that included in the purchase of the two buildings was a significant amount of office furniture that the agency will not be able to use. He said they have solicited with their agencies to see if any of them would have a need, and have heard from Mill Creek. They will need to do an asset transfer. The document shared with the committee still needs to have a legal review done before it can be signed. **Steve Guptill moved to recommend the Board authorize disposal of surplus furniture to Mill Creek and approval to make other similar transfers to other member agencies. The motion was seconded by Derek Daniels and approved unanimously.**

G. **Investment Resolution Draft.** Kurt recalled that at the November meeting the committee moved forward the recommendation that some of the bond proceeds could be moved into a US Bank Insured Cash Sweep Account (ICS). US Bank has provided a resolution and asked for the Board's approval in order to move some funding into the ICS Account. This is being reviewed by legal. Wade added that it also gives Kurt and Wade authorization to move funds from the ICS Account to the Demand Deposit Account (DDA) Fund 150, as needed. This will be presented to the Board at the next meeting.

4. Good of the Order.

- Kurt shared that they had their interactive meetings with the providers to do the construction and design at the new building. He reported that they short-listed a group down to 3, and those provided presentations. In addition to staff, George Hurst and Steve Guptill represented the Future Facility Committee and attended the presentations. The final decision will take place early in January.

5. Adjourn. The meeting was adjourned at 1:59 pm. The next meeting is scheduled for January 12, 2023 at 1:30 p.m.

FUND BALANCE SNO911 SEPTEMBER 2022

OPERATING

Fund #	Beginning Balance	Revenue	Expenditures	Funds Transfers	Fund Balance
70	$3,996,666	$20,412,210	$18,553,477	($2,202,852)	$3,652,547

CAPITAL PLAN

80	$13,326,421	$1,250,539	$1,891,692	$1,962,987	$14,648,254
110 -RT	$1,453,454	$54		($46,902)	$1,406,605

RESERVES

90	$5,828,582	$222	$219,369	$219,369	$5,828,805
120 - RT	$597,596	$22	$0		$597,619

RADIO REPLACEMENT PROJECT

130	$234,217	$6,097,714	$5,678,343	$0	$653,588
140	$150,003	$216,425	$264,452	$ 23,779	$125,756

TOTALS	**$25,586,939**	**$27,977,186**	**$26,607,333**	**($43,618)**	**$26,913,174**

*Note: Fund # 110 and 120 are Radio Technology funds

Year-To-Date For Q3 Ended September 30, 2022

General Operating - 70

Fund Balance

- Current fund balance of $3,652,547. A fund balance of $2.0M was established (Per Board authorization 2/20/20) for cash flow purposes and is not counted toward any fund carryover.

Revenue - Revenue YTD is $20,412,210 and is at is at 78.4% of budget.

- Assessments for dispatch services received are at $12,706,660 or 75.7% of the 2022 budgeted assessment amount of $ 16,795,260.
- E911 disbursement funds received are $5,121,261, or 77.5% of the $6,608.979 budgeted. E911 disbursements are applied to Operating first.
- Emergency Sales Tax revenues received are $1,333,328 of the $2,000,000 budgeted; 66.7% of the budgeted amount.
- Other income for the period is $1,251,431, 198.5% of the budgeted amount. This is due to an amount collected for managed laptops of $237,529, rental income of $216,028 and most significantly to reimbursements of $608,033.
- Outstanding Accounts Receivables Due as of October 21, 2022 is $328,753. The PUD has not submitted rental payments since 2020 and has a $49,987 outstanding as a result of the absence of a signed contract between Sno911 and the Snohomish PUD; Sno911 continues to provide services to Snohomish PUD. We are in the final stages of executing a new agreement with Snohomish PUD and expect to receive the entire outstanding balance within a few weeks.

Expenses - Total Expenditures are at $18,553,253, which is 81.6% of budget. The 2022 budgeted expenditures are $26,034,697

Personnel - Personnel expenses YTD are $17,053,540, which is 71.3% of budget. The personnel budget is $20,853,430.

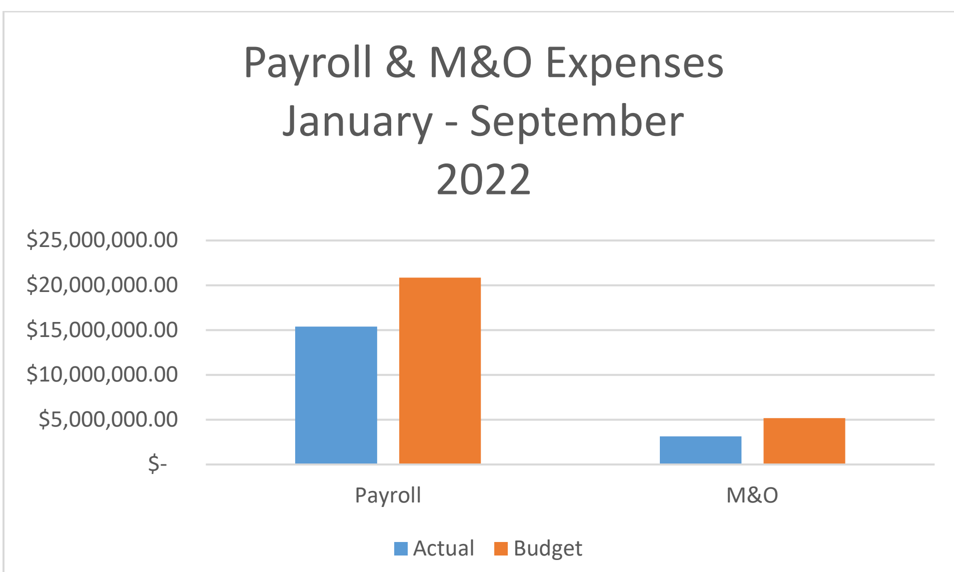
- Overtime was at $1,409,532 or 138.8 %of budget. The 2022 overtime budget is $1,030,000. It is expected that overtime costs will exceed budget this year by about $720,000. As the Board knows, we do not budget for the actual amount of expected overtime due to the process of top-level budgeting of salaries.
- PTO Accrual Cash outs are at $454,913 or 146.7% of $310,000 budget. PTO cash out periods for unions take place in March and November.
- Unemployment claims paid are $72,441.52, 95.1% of the $76,200 budgeted amount.

M & O - Total Maintenance and Operations (M&O) is $3,155,073 or 26.2% of the total expense budget. The total budget for M&O is $5,181,267 with maintenance contracts making up 36.6% of the M&O budget.

- Reimbursed Expenses are at 140.2% of budget or $63,567. This includes expenses reimbursed for ACCESS user fees of $72,000, EPCR of $133,271, and Managed

Laptops in the amount of $58,298. It's important to note that these costs are offset by expected reimbursements and that assessments are not affected.

- Professional fees are at $364,147 or 140.6% of budget. Legal fees are $2,900 over budget, consulting and development is$ $71,398 over budget due to heavy reliance on outside accountants in positions that have now become permanent and filled positions, and applicant processing is $68,369 over budget in a continuation of a difficult job / recruiting market.
- Administrative Support expenses are $158,911 and trending low at 25.1% of the budgeted amount of $633,069. This category includes items such as printing costs, recognition, recruiting advertising campaigns, postage, Excise and Use Taxes and document shredding services. Recruiting campaigns advertising is at $93,531 which is 259.8% of budget. Recruiting continues to be a challenge in 2022 thus far. Of that budgeted amount $508,179 represents an operating contingency for the forthcoming negotiations with the unions; none of which has been spent to date.
- Recognition was at $5,192 YTD. Budget is $10,000.
- Rent Expense is at $834,101, or 82.9% of budget. Tower land rent was $505,201 of the aforementioned rent amount; 96.4% of the budgeted amount of $524,000.
- Utilities were at $92,791 or 89.2% of budget.
- Repairs & Maintenance is at $1,987,021 or 78.5%of budget. Maintenance contracts, $664,094 YTD, are the primary expense for this line item and most renewals take place in the last part of the year.
- Insurance The WCIA assessment for 2022 is $217,237 and is split between the Radio Replacement Program ($123,803) Operating ($93,433.72). The 2022 WCIA assessment is higher than normal due to the high volume of assets on hand for the Radio project at the time 2022 assessments were calculated.
- Communications costs were $84,202, or 82.1% of budget.
- Training and Travel was at $132,076 or 97.1% of budget. Most of this is registration costs and conferences will take, or have taken, place throughout the year.
- Minor Capital & Equipment expenditures for the period is $87,981 or 59% of the budgeted amount of $149,000.
- Supplies were at $27,124 or 41.7% of budget and tracking to be lower than the amount budgeted for the year of $65,000.



Capital 80

Fund Balance,

- Current fund balance is $14,604,061

Revenue & Expenditures

- Revenue YTD is $1,250,539, of which $538.63 was interest.
- Expenditures YTD are $1,891,692, $1,866,292 of which was minor capital equipment.

General Reserves 90 (Undesignated)

Fund Balance

- Current fund balance is $5,828,805

Revenue & Expenditures

- Interest received is $222 with no other revenue or expenditures.

Capital Wireless Technology - 110

Fund Balance

- Current fund balance is $1,406,605

Revenue & Expenditures

- Interest received is $53.87 and the sole source of revenue
- Expenditures are $46,902 YTD.

Reserves Wireless Technology - 120

Fund Balance

- Current fund balance is $597,619

Revenue & Expenditures

- Interest received is $22.29, there were no other revenues or expenditures.

Radio Replacement Fund – 130

Fund Balance

- Current fund balance is $653,588

Revenue & Expenditures

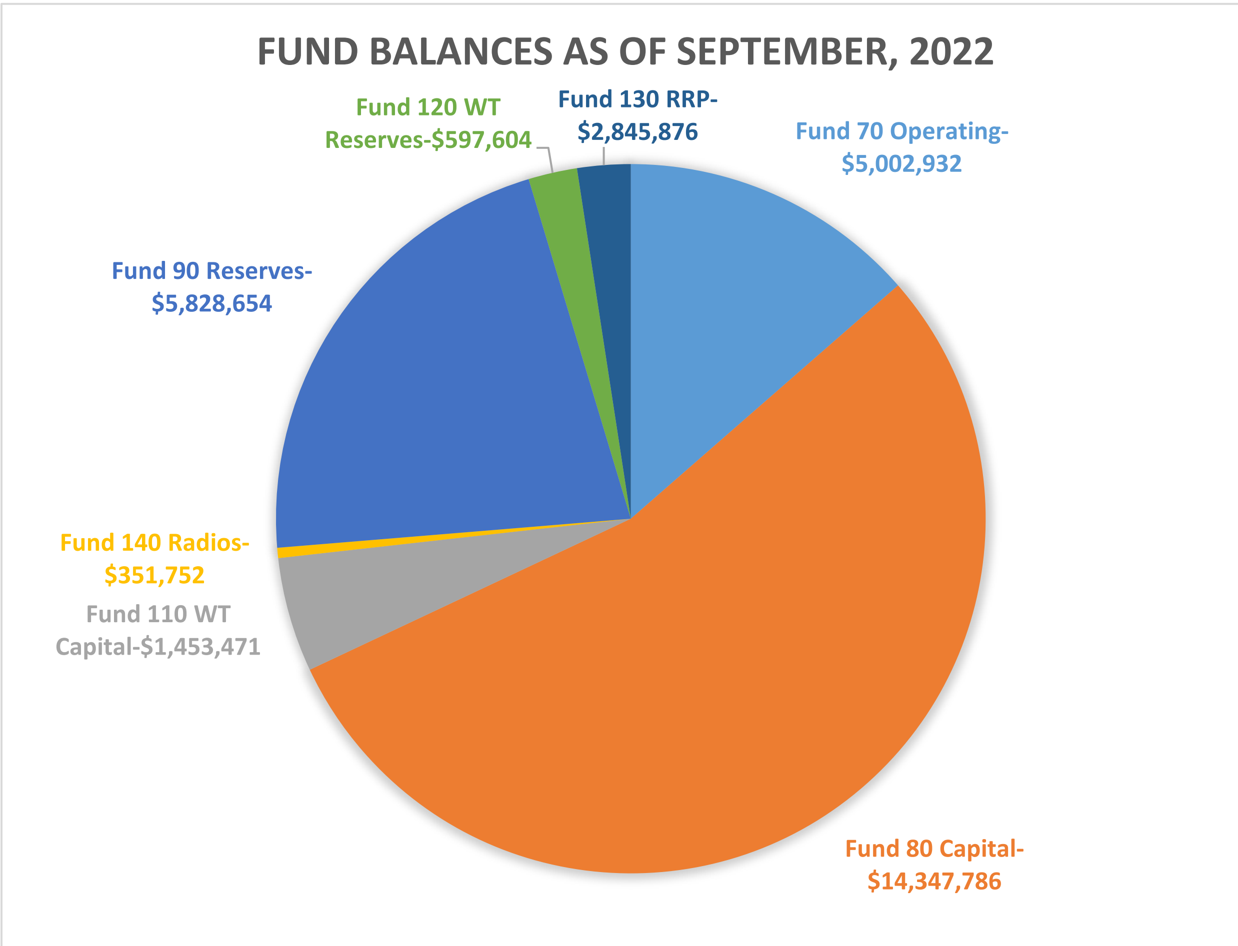
- Interest of $31.71 received YTD.
- Reimbursements received of $6,097,682 YTD.
- Expenditures are at $5,678,343 YTD.

Subscriber Equipment – 140

Fund Balance - Current fund balance is $125,756

- Interest of $9.47 received YTD.
- Reimbursements and Emergency Sales Tax received is $216,426.
- Expenditures are at $266,700 YTD.

Fund Balances



Snohomish County 911
Consolidated
January through September 2022

			Jan - Sep 22
Ordinary Income/Expense			
Income			
4020 · Member Assessments			
4234 · Contract Members		57,542.51	
4020 · Member Assessments - Other		12,649,117.23	
Total 4020 · Member Assessments			12,706,659.74
4040 · E911 Excise Tax Revenue			5,121,261.00
4045 · Emergency Sales Tax Revenue			2,733,328.00
4200 · Miscellaneous Income			
4210 · Records Requests		235.41	
4233 · EPCR		132,439.09	
4236 · Managed Laptop Program		237,529.48	
4238 · Locution		25,519.68	
4240 · Rental Income		215,431.78	
4280 · Reimbursements			
4281 · Federal Grants Indirect	56,198.56		
4280 · Reimbursements - Other	6,715,932.99		
Total 4280 · Reimbursements		6,772,131.55	
4285 · Restitution		6.44	
4290 · Other Misc Income		31,647.15	
4200 · Miscellaneous Income - Other		30.00	
Total 4200 · Miscellaneous Income			7,414,970.58
4300 · Interest			
4320 · Other Interest		1,004.94	
Total 4300 · Interest			1,004.94
Total Income			27,977,224.26
Gross Profit			27,977,224.26
Expense			
5000 · Payroll Expense			
5100 · Salaries & Wages			
5111 · Salaries & Wages - Admin	880,887.12		
5112 · Salaries & Wages - Tech	1,053,929.51		
5113 · Salaries & Wages - Dispatch	5,220,304.73		
5117 · Salaries & Wages - Wireless	477,613.42		
5118 · Salaries & Wages - OPS	611,954.25		
Total 5100 · Salaries & Wages		8,244,689.03	

Snohomish County 911
Consolidated
January through September 2022

			Jan - Sep 22
5200 · Overtime			
5211 · Overtime - Admin		6,264.79	
5212 · Overtime - Tech		252.95	
5213 · Overtime - Dispatch		1,386,013.28	
5217 · Overtime - Wireless		17,000.73	
Total 5200 · Overtime			1,409,531.75
5300 · PTO			
5311 · PTO - Admin		89,994.23	
5312 · PTO - Tech		97,842.60	
5313 · PTO - Dispatch		896,317.72	
5317 · PTO - Wireless		59,187.92	
5318 · PTO - OPS		65,833.38	
Total 5300 · PTO			1,209,175.85
5500 · PTO Accrual Cash Outs			
5511 · Accrual Cash Out - Admin		115,544.63	
5512 · Accrual Cash Out - Tech		72,921.92	
5513 · Accrual Cash Out - Dispatch		172,583.67	
5517 · Accrual Cash Out - Wireless		12,753.80	
5518 · Accrual Cash Out - OPS		81,109.44	
Total 5500 · PTO Accrual Cash Outs			454,913.46
5600 · Employee Benefits			
5610 · Med Vis Den LTD ADD EAP			
5611 · EE Benefits - Admin	154,247.37		
5612 · EE Benefits - Tech	294,247.54		
5613 · EE Benefits - Dispatch	1,371,214.41		
5617 · EE Benefits - Wireless	111,676.62		
5618 · EE Benefits - OPS	113,107.44		
Total 5610 · Med Vis Den LTD ADD EAP		2,044,493.38	
Total 5600 · Employee Benefits			2,044,493.38
5700 · Employer PERS & Retirement Matc			
5710 · PERS			
5711 · PERS - Admin	98,367.11		
5712 · PERS - Tech	119,810.37		
5713 · PERS - Dispatch	810,801.47		
5717 · PERS - Wireless	55,999.47		
5718 · PERS - OPS	69,942.31		
Total 5710 · PERS		1,154,920.73	

Snohomish County 911
Consolidated
January through September 2022

	Jan - Sep 22			
5720 · Employer Retirement Match				
5721 · Retirement Match - Admin	59,018.03			
5722 · Retirement Match - Tech	72,858.85			
5723 · Retirement Match - Dispatch	370,746.41			
5727 · Retirement Match - Wireless	31,706.04			
5728 · Retirement Match - OPS	41,588.38			
Total 5720 · Employer Retirement Match		575,917.71		
Total 5700 · Employer PERS & Retirement Matc			1,730,838.44	
5800 · Employer Payroll Taxes				
5810 · Medicare / SS				
5811 · Medicare / SS - Admin	16,158.16			
5812 · Medicare / SS - Tech	17,746.41			
5813 · Medicare / SS - Dispatch	117,705.86			
5817 · Medicare / SS - Wireless	9,203.25			
5818 · Medicare / SS - OPS	10,978.03			
Total 5810 · Medicare / SS		171,791.71		
5820 · Employment Security		72,441.52		
5830 · W/C & WA Paid Medical Leave				
5831 · W/C & Paid Med Leave - Admin	4,481.96			
5832 · W/C & Paid Med Leave - Tech	4,577.40			
5833 · W/C & Paid Med Leave - Dispatch	39,939.35			
5837 · W/C & Paid Med Leave - Wireless	8,626.49			
5838 · W/C & Paid Med Leave - OPS	2,678.61			
Total 5830 · W/C & WA Paid Medical Leave		60,303.81		
Total 5800 · Employer Payroll Taxes			304,537.04	
5000 · Payroll Expense - Other			427,404.88	
Total 5000 · Payroll Expense				15,825,583.83
6000 · Reimbursed Expense				
6005 · Access User Fees			72,000.00	
6007 · EPCR			133,270.89	
6009 · Managed Laptop			58,297.89	
Total 6000 · Reimbursed Expense				263,568.78
6150 · Professional Fees				
6152 · Nurse Line Services			3,384.70	
6154 · EMD Medical Director			6,750.00	
6155 · Legal Fees			52,870.11	
6156 · Contractor Background			68.50	

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			Jan - Sep 22
6160 · Consulting & Developing			
6160.1 · Consulting & Developing - Admin	130,558.03		
6160.3 · Consulting & Develop - Dispatch	12,172.77		
6160.7 · Consulting Developing Wireless	6,000.00		
6160.8 · Consulting & Developing - OPS	68.75		
6160 · Consulting & Developing - Other	98.82		
Total 6160 · Consulting & Developing		148,898.37	
6165 · Applicant Processing & Exams			
6166 · Ergometrics Testing	347.00		
6167 · Background	71,321.12		
6168 · Psych Exams	6,545.00		
6169 · Medical Exams	1,962.00		
6165 · Applicant Processing & Exams - Other	70,065.30		
Total 6165 · Applicant Processing & Exams		150,240.42	
6172 · State Auditor Office		1,934.70	
6150 · Professional Fees - Other		345,968.72	
Total 6150 · Professional Fees			710,115.52
6200 · Administrative Support			
6205 · Advertising & Publishing		960.00	
6210 · Dues and Subscriptions			
6210.1 · Dues & Subscriptions - Admin	5,648.34		
6210.2 · Dues & Subscriptions - Tech	781.74		
6210.3 · Dues & Subscriptions - Dispatch	12,364.57		
6210.7 · Dues & Subscriptions - Wireless	213.00		
6210.8 · Dues & Subscriptions - OPS	466.70		
Total 6210 · Dues and Subscriptions		19,474.35	
6215 · Printing and Reproduction		9,379.99	
6220 · Training Materials		78.20	
6226 · Recruiting		93,531.21	
6230 · Postage and Delivery		3,438.03	
6240 · Excise/Use Tax		31,490.86	
6285 · Document Shredding Services		558.38	
6200 · Administrative Support - Other		16,213.48	
Total 6200 · Administrative Support			175,124.50
6225 · Recognition			5,192.77

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			Jan - Sep 22
6250 · Rent			
6260 · Rent- Building		235,809.92	
6260.7 · Rent- Building Wireless		93,090.00	
6270 · Rent-Tower Land		505,201.37	
6250 · Rent - Other		85,096.07	
Total 6250 · Rent			919,197.36
6252 · Utilities			92,790.78
6300 · Repairs & Maintenance			
6305 · Janitorial		83,244.05	
6310 · Building Repairs & Maintenance		12,252.55	
6310.7 · Building Repairs & Maint WT		833.93	
6315 · Landscaping		2,941.83	
6325 · Maintenance Contracts		664,094.09	
6325.7 · Maintenance Contracts Wireless		109,860.98	
6330 · Equipment Repairs & Maintenance		11,591.65	
6330.7 · Equipment Repairs & Maint WT		75,062.56	
6340 · Generator Fuel & Oil - Wireless		42,658.33	
6345 · Equipment Repairs - Auto		20.71	
6345.7 · Equipment Repairs - Auto WT		8,185.08	
6300 · Repairs & Maintenance - Other		316.68	
Total 6300 · Repairs & Maintenance			1,011,062.44
6350 · Insurance			218,037.00
6400 · Communication			
6405 · Public Utility/Relays Verizon		16,209.59	
6415 · Internet / Cable		29,770.88	
6420 · Cell Phone/Pagers		27,882.34	
6430 · Language Line		10,339.49	
Total 6400 · Communication			84,202.30
6500 · Training and Travel			
6505 · Training and Conference Registr			
6505.1 · Registration-Admin	20,415.07		
6505.2 · Registration-Tech	11,338.25		
6505.3 · Registration-Dispatch	13,095.76		
6505.4 · Registration-Board	2,198.00		
6505.8 · Registration - OPS	3,879.00		
Total 6505 · Training and Conference Registr		50,926.08	

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	Jan - Sep 22		
6510 · Mileage & Fuel			
6510.1 · Mileage & Fuel - Admin	1,078.76		
6510.2 · Mileage & Fuel - Tech	113.61		
6510.3 · Mileage & Fuel - Dispatch	850.51		
6510.4 · Mileage & Fuel - Board	293.13		
6510.7 · Mileage & Fuel - Wireless	462.28		
6510.8 · Mileage & Fuel - OPS	226.76		
6535 · Fuel Card & Tolls	11,571.59		
6535.7 · Fuel Card & Tolls Wireless	11,318.35		
Total 6510 · Mileage & Fuel		25,914.99	
6515 · Travel- Air			
6515.1 · Air Travel-Admin	5,091.54		
6515.2 · Air Travel-Tech	2,922.00		
6515.3 · Air Travel-Dispatch	3,424.20		
6515.4 · Air Travel-Board	4,940.43		
6515.7 · Air Travel-Wireless	354.89		
6515.8 · Air Travel - OPS	6,655.75		
Total 6515 · Travel- Air		23,388.81	
6520 · Hotel			
6520.1 · Hotel-Admin	3,341.44		
6520.2 · Hotel-Tech	3,842.82		
6520.3 · Hotel-Dispatch	5,324.26		
6520.4 · Hotel-Board	3,976.14		
6520.7 · Hotel-Wireless	3,326.53		
6520.8 · Hotel - OPS	5,269.84		
Total 6520 · Hotel		25,081.03	
6525 · Meals/Entertainment			
6525.1 · Meals/Entertainment-Admin	688.26		
6525.2 · Meals/Entertainment-Tech	931.50		
6525.3 · Meals/Entertainment-Dispatch	1,955.00		
6525.4 · Meals/Entertainment-Board	1,603.50		
6525.7 · Meals/Entertainment-Wireless	585.38		
6525.8 · Meals/Entertainment - OPS	1,225.23		
Total 6525 · Meals/Entertainment		6,988.87	
6500 · Training and Travel - Other		75.93	
Total 6500 · Training and Travel			132,375.71

Snohomish County 911
Consolidated
January through September 2022

		Jan - Sep 22
6600 · Minor Capital Equipment		
6605 · Chairs/Headsets/Furnishings	10,162.75	
6610 · Equipment Supplies	28,243.22	
6610.7 · Equipment Supplies Wireless	41,994.68	
6615 · Capital Equipment - Other	2,226.53	
6630 · PC/Network Software	4,227.68	
6600 · Minor Capital Equipment - Other	6,883,628.30	
Total 6600 · Minor Capital Equipment		6,970,483.16
6700 · Supplies		
6715 · Office Supplies	27,123.56	
6700 · Supplies - Other	7.75	
Total 6700 · Supplies		27,131.31
Total Expense		26,434,865.46
Net Ordinary Income		1,542,358.80
Net Income		**1,542,358.80**

Snohomish County 911
Capital Plan 80
January through September 2022

	Jan - Sep 22
Ordinary Income/Expense	
Income	
4045 · Emergency Sales Tax Revenue	1,250,000.00
4300 · Interest	
4320 · Other Interest	538.63
Total 4300 · Interest	538.63
Total Income	1,250,538.63
Gross Profit	1,250,538.63
Expense	
6150 · Professional Fees	25,000.00
6600 · Minor Capital Equipment	1,866,692.26
Total Expense	1,891,692.26
Net Ordinary Income	-641,153.63
Net Income	**-641,153.63**

Snohomish County 911
Reserves 90
January through September 2022

		Jan - Sep 22
Ordinary Income/Expense		
Income		
4300 · Interest		
4320 · Other Interest	222.27	
Total 4300 · Interest		222.27
Total Income		222.27
Gross Profit		222.27
Net Ordinary Income		222.27
Net Income		**222.27**

Snohomish County 911
Wireless Tech Capital 110
January through September 2022

	Jan - Sep 22
Ordinary Income/Expense	
Income	
4300 · Interest	
4320 · Other Interest	53.87
Total 4300 · Interest	53.87
Total Income	53.87
Gross Profit	53.87
Expense	
6600 · Minor Capital Equipment	46,901.96
Total Expense	46,901.96
Net Ordinary Income	-46,848.09
Net Income	**-46,848.09**

Snohomish County 911
Wireless Tech Reserves 120
January through September 2022

		Jan - Sep 22
Ordinary Income/Expense		
Income		
4300 · Interest		
4320 · Other Interest	22.29	
Total 4300 · Interest		22.29
Total Income		22.29
Gross Profit		22.29
Net Ordinary Income		22.29
Net Income		**22.29**

Snohomish County 911
Radio Replacement Project 130
January through September 2022

		Jan - Sep 22
Ordinary Income/Expense		
Income		
4200 · Miscellaneous Income		
4280 · Reimbursements	6,097,682.21	
Total 4200 · Miscellaneous Income		6,097,682.21
4300 · Interest		
4320 · Other Interest	31.71	
Total 4300 · Interest		31.71
Total Income		6,097,713.92
Gross Profit		6,097,713.92
Expense		
5000 · Payroll Expense		427,404.88
6150 · Professional Fees		320,968.72
6200 · Administrative Support		16,213.48
6250 · Rent		85,096.07
6300 · Repairs & Maintenance		316.68
6350 · Insurance		123,803.28
6500 · Training and Travel		75.93
6600 · Minor Capital Equipment		
6610 · Equipment Supplies	1,125.00	
6600 · Minor Capital Equipment - Other	4,703,331.16	
Total 6600 · Minor Capital Equipment		4,704,456.16
6700 · Supplies		7.75
Total Expense		5,678,342.95
Net Ordinary Income		419,370.97
Net Income		**419,370.97**

Snohomish County 911
Subscriber Equipment 140
January through September 2022

		Jan - Sep 22
Ordinary Income/Expense		
Income		
4045 · Emergency Sales Tax Revenue		150,000.00
4200 · Miscellaneous Income		
4280 · Reimbursements	66,416.29	
Total 4200 · Miscellaneous Income		66,416.29
4300 · Interest		
4320 · Other Interest	8.95	
Total 4300 · Interest		8.95
Total Income		216,425.24
Gross Profit		216,425.24
Expense		
6600 · Minor Capital Equipment		264,451.74
Total Expense		264,451.74
Net Ordinary Income		-48,026.50
Net Income		**-48,026.50**