

SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
June 15, 2023 at 8:30 a.m.
Web Conference – Join Zoom Meeting

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

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

Physical location: 1121 SE Everett Mall Way, Everett Police Department, South Precinct
Please note that most Board members and staff attend the meeting remotely. However, pursuant to RCW 42.30, a physical location is also provided.

1. **Call to Order**
 - A. Roll Call
2. **Approval of Agenda**
3. **Executive Session - Board Briefing on Contract Negotiations**
4. **Announcements**
 - i. **Assistant Chief Guphill's Retirement**
5. **Public Comments**
6. **Consent Agenda**
 - A. Minutes from the May 18, 2023 Regular Board Meeting.....3
 - B. May 2023 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1008, and 17395 - 17539, for a total of \$1,957,876.60;
 - ii. Payroll Direct Deposit, in the amount of \$1,196,513.72.
 - C. **Tower Site Lease Renewal:** Authorize the Executive Director or his designee to sign the Granite Falls Tower Site lease renewal with Weyerhaeuser Timber Holdings, Inc., in a form substantially as presented, pending final legal review7
 - D. **Future Facility Building Permit Funding:** Approve the Executive Director to authorize expenditures for permit fees for the future facility project not to exceed \$350,000.....40
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	E. County ECSF Program Advisory Board	
11.	Good of the Order	
12.	Adjourn - The next meeting is scheduled for July 20, 2023	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS SPECIAL MEETING

May 18, 2023

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☐ Richard Emery	Mukilteo
	☒ Dave DeMarco	Everett Fire	☐ Pete Caw	Mntlk Terrace PD
	☒ Derek Daniels	South County Fire	☒ Kurt Mills	Snohomish Co 911
	☒ Steve Guptill	SRFR	☒ Terry Peterson	Snohomish Co 911
	☒ Don Waller	Fire District 4	☒ Andie Burton	Snohomish Co 911
	☒ Ryan Shaughnessy	Fire District 15	☐ Marlin Herolaga	Snohomish Co 911
	☐ Ian Huri	SCSO Undersheriff	☒ Wade Anderson	Snohomish Co 911
	☒ Ken Klein	Snohomish County	☒ Howard Tucker	Snohomish Co 911
	☒ Dan Templeman	Everett Police	☐ Steve Lawlor	Snohomish Co 911
	☒ Judy Tuohy	Everett	☒ Rosie Akopyan	Snohomish Co 911
	☒ Rod Sniffen	Edmonds Police	☒ Jordan Stephens	Legal Counsel
	☒ George Hurst	Lynnwood	☒ Christine Svihus	Legal Counsel
	☐ Jonathan Ventura	Arlington Police		
Alternate Board Members in Attendance	☒ Thad Hovis	South County Fire	☐ Don Schwab	Everett
	☒ Roy Waugh	SRFR	☐ Jim Nelson	Lynnwood Police
	☐ Ned Vander Pol	Marysville Fire	☒ Jim Lawless	Marysville Police
	☐ Chad Schmidt	Fire District 21	☒ Jenna Nand	Edmonds
	☐ Jason Biermann	Snohomish County	☐ Jeff Beazizo	Lake Stevens Police
	☒ Scott Robertson	SCSO Bureau Chief	☒ Dale Kaemingk	Brier
	☒ Jeraud Irving	Everett Police		
Guests and Staff in Attendance	Scott King - Mountlake Terrace Police		Alicia Berget – SNO911 Public Meeting Site	
	Terry Vanopdorp - SNO911		Sharon Brendle - SNO911 Notetaker	
	Brittney Martens - SNO911		Tiffani Brown - SNO911	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	President Nehring called the meeting to order at 8:34 a.m. Roll was taken and a quorum was confirmed. Director Mills introduced SNO911's GIS Coordinator Terry Vanopdorp. Mr. Vanopdorp is retiring at the end of the month with over 30 years with the agency, and the director listed the many accomplishments he had , including commendations received while serving as a dispatcher. President Nehring and others thanked Mr. Vanopdorp for his service to the agency and wished him well in his retirement.	
2. Public Comments	None.	
3. Approval of Agenda	There were no changes made to the agenda. <i>Commissioner Derek Daniels moved to approve the agenda as stated. The motion was seconded by Councilmember George Hurst and approved unanimously.</i>	Motion approved
4. Consent Agenda	<i>Councilmember Hurst moved to approve the Consent Agenda, including:</i> <i>A. Minutes from the April 20, 2023 Board Meeting;</i> <i>B. April 2023 Blanket Voucher and Payroll Approval Form:</i>	

	<i>Checks 1006-1007; 2000; and 17299-17394, for a total of \$2,265,098.16; and Payroll Direct Deposit in the amount of \$1,260,839.78.</i> C. Site Lease Extensions. <i>Authorize the SNO911 Executive Director to execute lease extensions letters with their landowners under the existing lease terms for the Clearview and Fire Trail tower sites.</i> D. Surplus Trailer. <i>Authorize staff to send the 2017 PJ Trailer, VIN No. 4P5T82228J1286875 to James G. Murphy Company auctioneers and deposit the proceeds in the Operating Fund.</i> <i>The motion was seconded by Commissioner Daniels and approved unanimously.</i>	Motion approved
5. Old Business	A. Committee Vacancies. Deputy Director Peterson announced two vacancies with Assistant Chief Steve Guptill retiring at the end of June. The vacancies are on the Future Facility and the Finance Committee. Director Mills explained that the time commitment is approximately one hour per month, on the 1st Tuesday of the month. Two alternate board members expressed interest in serving on the committees. <i>Assistant Chief Guptill nominated Deputy Chief Jeraud Irving to serve on the Future Facility Committee. The nomination was seconded by County Executive Ken Klein. There were no other nominees, and Deputy Chief Irving was appointed to the Future Facility Committee.</i> <i>Commissioner Daniels nominated Councilmember Jenna Nand to serve on the Finance Committee. The nomination was seconded by Councilmember George Hurst. There were no other nominees, and Councilmember Nand was appointed to the Finance Committee.</i>	Appointments were made to both Future Facility and Finance Committees
6. New Business	A. Additional 800 MHz licenses. Deputy Director Peterson reported that the Washington State DOT recently vacated 95 800MHz frequencies throughout the state. He explained that the radio group is interested in grabbing seven additional frequencies in order to build in some future capacity into the system. They are looking for authorization to have ADCOMM work on getting these. <i>Councilmember Hurst moved to authorize staff to enter into a contract with ADCOMM Engineering to seek additional 800 MHz licenses to enhance the capacity of the new radio system, with a not to exceed amount of \$58,000, per the Statement of Work and proposed professional service contract, as provided. The motion was seconded by Commissioner Daniels and approved unanimously.</i> B. Fleet Expansion Requests. Deputy Director Peterson presented two requests: One mobile radio for Airport Fire to cover the new vehicle in their fleet, and 3 portable radios (with necessary accessories) to cover the six new full-time employees at North County Fire. He explained that they have enough current stock to cover these requests. He added that the request was reviewed and approved by the Finance Committee. <i>Councilmember Hurst moved to authorize staff to move forward with the North County Fire and County Airport Fire</i>	Motion approved

	fleet expansion requests, to be provided with equipment from current overstock of subscribers. The motion was seconded by Commissioner Daniels and approved unanimously. C. Annual Report Approval. Director Mills presented the agency's second annual report. He went through the report and added some explanation to the pages presented. He's asking for the board to approve before it is posted on the website. Councilmember Hurst moved to approved the 2022-2023 Annual Report, as shown. The motion was seconded by Commissioner Daniels and approved unanimously.	Motion approved Motion approved
7. Reports	A. Agency Reports. Executive Director Mills reported on the visits a large group from the agency went on to Minneapolis and San Antonio. The group saw great value in visiting all three sites and brought back good ideas. Handouts from two of the sites were provided in the board packet. He also reported that they will be starting contract negotiations with the Dispatcher's union next month, who's contract expires at the end of June. That union is now affiliated with AFSCME. He added that he hopes to have the agency attorney at the next board meeting. Another item he reported on is that they invited four dispatch console representatives to the agency in September to set up demonstrations in the new facility so the dispatch and technical staff can review and compare the consoles. Lastly, he reported that they are getting some inquiries from non-public safety entities about joining the radio system. He explained that they plan on bringing some policy concepts to the board for their consideration. Currently, they are only pursuing getting the radio system up and running for the actual users, and haven't explored any additional use. Deputy Director Peterson reminded the board that the Snohomish County Fire Chiefs asked SNO911 to hire a consultant to come in and facilitate a discussion about expanding the fire consortium in the county, as well as look at Snohomish County EMS and how they're organized, with the potential to develop some long term plans for Fire and EMS in the county over the next 10-15 years. Berk Consulting has been selected and they are scheduled to have a kick-off meeting with the Snohomish County Fire Chief E-Board later this month. After receiving some directions, the consultants will start agency interviews, with a report due in the Fall. B. Future Facility Project. No additional report. C. Radio Replacement Project (RRP) Update. Radio System Manager Howard Tucker reported that the tower work is currently going on with the goal for it to be as unnoticeable as possible. Their progress is still on schedule, and he hopes that by the end of 2024 they'll be over on the new radio system. Director Mills added that earlier in the week, a group visited Zetron who manufactures dispatch consoles. D. Police TAC. Assistant Chief Jim Lawless reported that Police TAC on may 9th. A primary topic was streamlining the response to Community Transit locations throughout the county. They	

	also discussed the updates to MyCrimeReports, the online citizen reporting portal. E. Fire TAC. Assistant Chief Guptill reported that Fire TAC met on the 17th. They discussed some perimeter mapping issues and the utilization going forward. Also, an ongoing county wide group continues to work on pre-fires. They had a radio system access request from Paine Field Operations, forwarded through their fire department. They also discussed about the process fire uses to request law enforcement assistance.	
8. Committee Reports	A. Finance Committee. Nothing additional to report. B. Personnel Committee. Councilmember Hurst reported that they discussed staffing, upcoming benefit changes. He added that the committee looks forward to reviewing the employee survey. C. Future Facility Committee. No meeting. D. County EESCS Committee. No meeting. E. County ECSF Program Advisory Board. No meeting.	
9. Executive Session	None.	
10. Good of the Order	None.	
11. Adjourned	The meeting was adjourned at 9:06 a.m. The next regular meeting is scheduled for June 15, 2023, at 8:30 a.m.	



ACTION PROPOSAL FORM

Date: 6/5/2023

Action Title: Tower Site Lease Renewals

Time Sensitivity: Normal

Background / Purpose:

SNO911 is currently negotiating a land lease renewal with Weyerhaeuser Timber Holdings, Inc. for the Granite Falls Tower Site. We are seeking a 25-year agreement. The attached draft lease is currently undergoing SNO911 legal review. We anticipate the lease will be ready to execute by the end of June 2023.

Our current lease is set to expire on June 30, 2023 and will revert to a month-to-month lease pending execution of this new lease.

The Finance Committee agreed to move this to the Consent Agenda for the June Board meeting.

Recommendation/Motion:

Authorize the Executive Director or his designee to sign the Granite Falls Tower Site lease renewal with Weyerhaeuser Timber Holdings, Inc., in a form substantially as presented, pending final legal review.

Radio Tower Lease

between

Weyerhaeuser Timber Holdings, Inc.

and

Snohomish County 911

Dated as of _____

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EXHIBIT LIST

Exhibit A	Legal Description – Lease Area
Exhibit B	Equipment List
Exhibit C	Site Plans
Exhibit D	Form of Memorandum of Lease

Radio Tower Lease

This Radio Tower Lease (“Lease”) is made and entered into as of _____, 20__ (the “Effective Date”), by and between **WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware corporation (“**Weyerhaeuser**”) and **SNOHOMISH COUNTY 911**, a Washington miscellaneous and mutual corporation (“**Lessee**”).

RECITALS

WHEREAS, on June 21, 2003, Mid-Valley Resources, Inc., predecessor to Weyerhaeuser, and Snohomish County Emergency Radio System, predecessor Lessee entered into a Communications Site Agreement (the “**Old Lease**”) pursuant to which Mid-Valley granted Snohomish County Emergency Radio System rights to install a trunked 800 Megahertz public safety and emergency radio system including the equipment and infrastructure necessary together with mobile computing infrastructure, a simulcast VHF alphanumeric paging system and related radio and electronic systems upon a portion of property owned by Weyerhaeuser at the location commonly known as Granite Falls Lease (the “**Old Lease Area**”) for the permitted uses as specified in the Old Lease.

WHEREAS, the Old Lease will expired on June 30, 2023.

WHEREAS, Weyerhaeuser and Lessee now desire to enter into a new agreement with respect to the Property subject to the terms and conditions of this Lease, and the terms of this Lease shall supersede the terms of the Old Lease.

AGREEMENT

1. Lease Area; Encumbrances; Access

1.1 Lease Area. Weyerhaeuser hereby grants to Lessee the right, license, and permission to conduct the permitted uses on specific and identified portions of Snohomish County, State of Washington, as legally described in Exhibit A (the “Lease Area”) attached hereto and made a part hereof by this reference. The Lease Area and access thereto lies as shown on the map and site plans contained in the Site Plans (defined below) attached hereto and made a part hereof by this reference.

1.2 Encumbrances. This Lease is subject to all prior-existing easements, licenses, exceptions, and other encumbrances of record and to all unrecorded matters that a prudent inspection of the Lease Area would disclose. Further, this Lease is subject to any after-recorded encumbrances of record. Lessee has made and completed a prudent inspection of the Lease Area and physical and utility access thereto prior to executing this Lease and accepts the Leased Area and utility access as is where is. The rights herein granted to Lessee are limited to those owned by Weyerhaeuser, which makes no representation or warranty as to its ownership rights in the Lease Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Native American treaties.

1.3 Eminent Domain & Condemnation. If any or all of the Lease Area is taken under powers of eminent domain or threatened with condemnation, Lessee and Weyerhaeuser shall cooperate to establish the total value of the property taken, but Lessee's share of any condemnation award or sale price shall not exceed Lessee's unamortized investments in obtaining governmental permits and constructing improvements thereon, after straight line depreciation over the Term of this Lease, less any salvage value recoverable by Lessee.

1.4 Recording Prohibited. Lessee must not record this Lease in any public records. However, either Lessee or Weyerhaeuser may record a memorandum of lease, subject to Weyerhaeuser's consent which consent may be withheld for any or no reason at Weyerhaeuser's sole discretion. Permitted recordation shall be at recording Party's sole cost expense in the form substantially as shown on the attached Exhibit C of this Lease. If Weyerhaeuser permits Lessee to record a memorandum of lease, within sixty (60) days following the natural expiration or earlier termination of this Lease, it is Lessee's absolute duty at its sole cost and expense to reconvey to Weyerhaeuser by quit claim deed or other instrument acceptable to Weyerhaeuser all of Lessee's rights and interests in the Lease and the Lease Area.

1.5 Access. Lessee may use, on a non-exclusive basis, those roads owned by Weyerhaeuser and Weyerhaeuser's right, in accordance with all terms and conditions of any such right, to use other private roads or rights-of-way designated on attached Exhibit B ("Access Roads"), for any purpose allowed under this Lease. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits and pay any road use and maintenance fees owed to third parties for Lessee's use. Lessee must notify Weyerhaeuser prior to conducting any snow removal and pay for any damage, including consequential damage(s), caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Weyerhaeuser must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Weyerhaeuser's land or that of a Weyerhaeuser affiliate in advance of any construction. Weyerhaeuser reserves the right, for itself and its successors, assign, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area and shall repair any damage caused by such use. Lessee's access shall not interfere with any of Weyerhaeuser's operations at any time.

2. Permitted Uses.

2.1 Lessee is granted the exclusive right, except as hereinafter limited, to use the Lease Area to install, operate, maintain, repair and/or disconnect a trunked 800-Megahertz public safety and emergency radio system including the equipment and structures as identified on the Equipment and Structures List, attached to this Lease as Exhibit B and infrastructure necessary together with mobile computing infrastructure, a simulcast VHF alphanumeric paging system and related radio and electronic systems (the "Radio Tower"). The Lease Area may be used for the transmission and reception of communication signals within or utilizing the frequency bands duly licensed to Lessee or

non-licensed bands permitted for use by Lessee by the Federal Communications Commission ("FCC") from time to time during the Term.

2.2 For purposes of this Lease, the Radio Tower Site is a site at which radio, telephone, and directly-related communications equipment is installed and used to send and receive radio signals to and from wireless telephones and other radio devices and to connect those signals to radio, wireless telephone, or other wireless communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Radio Tower. Lessee may not use the Lease Area for any other purpose without the prior written consent of Weyerhaeuser which may be withheld or any or no reason in its sole discretion.

3. Term. The term of this Lease is five (5) years (the "Initial Term"), commencing July 1, 2023 ("Commencement Date") and terminating at 11:59 p.m. local time at the Radio Tower on June 30, 2028 ("Termination Date").

3.1 Option to Renew. The Initial Term of this Lease shall automatically extend for up to four (4) consecutive additional terms of five (5) years each (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), so long as Lessee is not in breach of any of the terms of this Lease beyond any applicable cure period at the time of such renewal. Lessee may terminate this Lease only by providing written notice of its intent to terminate no fewer than six (6) months prior to the expiration of the Term. All the terms and conditions of this Lease shall apply during any Renewal Term. Annual Rent payments shall be in the amounts shown in the Table shown in 4.1 below.

3.2 Holdover. If Lessee remains in possession of the Lease Area at the expiration of the Term, or earlier termination of this Lease, or any renewal of this Lease, without a written agreement, such tenancy shall be deemed a month-to-month tenancy terminable by either party providing 60 days written notice to the other. For the purpose of this Holdover provision a holdover shall not be deemed to be an Unpermitted Use. All other terms and conditions during holdover shall remain the same except the rental rate shall, without any additional notice, increase to 150% of the then current Rent and shall be payable on a monthly basis in advance, beginning sixty (60) days following the earlier of the expiration of the Term, or immediately upon termination of this Lease.

4. Rent.

4.1 Payment Amount. Lessee shall pay an annual use fee ("Rent") to Weyerhaeuser on or before the due dates and in the amounts set forth in the table below:

Initial Term Due Date	Amount Due
July 1, 2023	\$7,650.00
July 1, 2024	\$7,880.00
July 1, 2025	\$8,116.00
July 1, 2026	\$8,359.00

July 1, 2027	\$8,610.00
Renewal Term 1 Due Dates (If Applicable)	Amount Due
July 1, 2028	\$8,868.00
July 1, 2029	\$9,135.00
July 1, 2030	\$9,409.00
July 1, 2031	\$9,691.00
July 1, 2032	\$9,982.00
Renewal Term 2 Due Dates (If Applicable)	
July 1, 2033	\$10,281.00
July 1, 2034	\$10,589.00
July 1 2035	\$10,907.00
July 1, 2036	\$11,234.00
July 1, 2037	\$11,571.00
Renewal Term 3 Due Dates (If Applicable)	Amount Due
July 1, 2038	\$11,918.00
July 1, 2039	\$12,276.00
July 1, 2040	\$12,644.00
July 1, 2041	\$13,024.00
July 1, 2042	\$13,414.00
Renewal Term 4 Due Dates (If Applicable)	Amount Due
July 1, 2043	\$13,817.00
July 1, 2044	\$14,231
July 1, 2045	\$14,658
July 1, 2046	\$15,098
July 1, 2047	\$15,551

4.2 Payments. Subsequent to the execution of this Lease by both parties and payment of the Rent for the first year, all payments from Lessee shall be made by ACH payment or sent by regular mail to:

Weyerhaeuser Timber Holdings, Inc. LB
1184
PO Box 35142
Seattle, WA 98124-5142

If by overnight mail to:

Lockbox Services 1184
Weyerhaeuser Timber Holdings, Inc.
18035 Sperry Drive
Tukwila, WA 98188

or another addressee designated by thirty (30) days written notice by Weyerhaeuser to Lessee. Weyerhaeuser prefers ACH payments if at all possible.

4.3 Unpermitted Use Prohibited.

4.3.1 If Lessee utilizes the Communications Site for a use or in a manner not specifically permitted by this Lease in Section 2, then Lessee shall disgorge to Weyerhaeuser all income in all forms, including but not limited to cash payments, subscriptions, accounts, rents, rent-shares, and the full dollar value of all in-kind services received by Lessee. Lessee agrees to deliver its books and account records to Weyerhaeuser to allow it to determine the full value of the required disgorgement. In addition to the income disgorgement described in this Section 4.3, the parties hereto agree that Weyerhaeuser, in its sole election, may declare this Lease to be terminated upon ninety (90) days written notice to Lessee, with such termination being treated as the natural expiration of this Agreement with no remaining Terms or Holdover.

4.3.2 For the purposes of this Lease, so long as Lessee is not in default beyond any applicable cure period, a holdover tenancy, by itself, shall not be considered an Unpermitted Use. Rent for a holdover tenancy shall be governed under Section 3.2 above.

5. Third Party Use of the Lease Area Prohibited.

5.1 Lessee is prohibited from subletting, sub-licensing, sub-leasing or in any other way entering into any type of use agreement that would result in allowing any third party ("Collocator") any use of the Lease Area without Weyerhaeuser's prior written permission which may be withheld for any or no reason in Weyerhaeuser's sole discretion.

Landlord acknowledges that the Snohomish County Department of Emergency Management, Snohomish County Public Works, and Island County 911 are existing tenants subletting space from Lessee in the existing building and on the existing tower. Lessee acknowledges that any tenants brought on after execution are subject to Landlord consent.

5.2 In the event Weyerhaeuser grants permission to Collocator use, in its sole discretion, the following provisions shall apply: The terms and conditions of such Collocator use shall be in writing and subject to the terms and conditions of this Lease. The rates to be charged to such Collocator shall be based on fair market rates based upon arms-length negotiation between Lessee and respective Collocator. Lessee shall pay to Weyerhaeuser forty percent (40%) of all gross revenues, including without limitation the

dollar value of any in-kind services, derived by Lessee from any Collocators' use, except that gross revenues shall not include payments made to Lessee by Collocator as reimbursement for construction and installation costs relating to Collocators use of the Communications Site, paid by Lessee (the "Revenue Share"). Within sixty (60) days of written request, Lessee shall provide to Weyerhaeuser, in a form acceptable to Weyerhaeuser, an annual Collocator revenue report to disclose gross revenues received by Lessee in calculating the Revenue Share ("Business Summary Affidavit"). The Business Summary Affidavit shall be signed and notarized by a corporate officer of Lessee. Lessee shall pay to Weyerhaeuser additional rent of one hundred twenty five and 00/100 dollars (\$125) per day for each day after the expiration of the foregoing sixty-day response period said written affidavit is not delivered. In the event Lessee fails to deliver the sworn Business Summary Affidavit within one hundred twenty (120) days after Lessee's receipt of written request, Lessor may thereafter pursue all other remedies under Section 16 hereof.

5.3 Any agreement permitting any collocation or any similar document executed by Lessee not fully complying with this Section 5 shall be void *ab initio*.

6. Taxes, Assessments, and Fees.

6.1 Lessee shall pay all taxes on its operations and its interests under this Lease, including its improvements which are part of the Lease Area, and any government inspection fees, mitigation payments, or similar charges attributable to Lessee's activities. Lessee also shall reimburse Weyerhaeuser for any increase in its property taxes attributable to this Lease or to Lessee's operations, including:

6.1.1 Any increase in property taxes beyond what Weyerhaeuser would have paid for the Lease Area if the lands had remained taxed as they would have been but for this Lease;

6.1.2 Any governmental assessments for roads or utilities or other facilities used by Lessee or attributable to its activities under this Lease; and

6.1.3 Any property tax "rollback" attributable to loss of forestland tax treatment of the tax parcel(s) containing the Lease Area.

6.2 Rent due to Weyerhaeuser shall not be reduced by any taxes paid by or owed by Lessee. Lessee agrees that, if Weyerhaeuser pays any such taxes on behalf of Lessee, Lessee shall promptly reimburse Weyerhaeuser for such costs plus interest at the statutory rate permitted by law in the state where the property is located; *Provided*, however, that Weyerhaeuser shall submit to Lessee a copy of the actual statements received from the taxing authority stating the due date and the amount due from Lessee, together with the formula used to determine Lessee's share thereof.

7. Operating Standards.

7.1 Compliance with Law. Lessee shall comply with all federal, state, and local current and future laws, regulations, and permit conditions pertaining to its operations under this Lease. Lessee shall not commit any act or omission, nor shall it allow its contractors, agents, or other representatives to so act or omit that affects the Lease Area and is in violation of any law, regulation, or permit condition.

7.2 Site Plan. All improvements to the Lease Area must be consistent with a site plan reviewed and approved by Weyerhaeuser (the “Approved Site Plan”). The Approved Site Plan shall consist of zoning level plans and drawings at least one hundred percent complete (sometimes called “ZD-100 drawings”), detailing the location of all improvements, access, and utilities, which shall be designated as Exhibit B (hereinafter and hereinabove the “Site Plans”) attached hereto and made a part hereof by this reference. Once attached as Exhibit B, the Approved Site Plans may only be substituted, updated, revised, or removed with Weyerhaeuser’s prior written consent, which may be withheld if inconsistent with any term in this Lease.

7.3 Improvements. Lessee may, at its expense, make such improvements on the Lease Area consistent with the Site Plans as it deems necessary for the operation of the Communications Site. Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements as required in Section 15 of this Lease.

7.4 Access. Lessee may use, on a non-exclusive, non-interfering, and secondary basis to Weyerhaeuser’s paramount right of use, those roads owned by Weyerhaeuser and Weyerhaeuser’s right to use other private roads or rights-of-way designated on the Site Plans for any purpose allowed under this Lease. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits and pay any road use and maintenance fees owed to third parties for Lessee’s use. Lessee must notify Weyerhaeuser prior to conducting any snow removal and pay for any damage caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Weyerhaeuser must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Weyerhaeuser’s land or that of a Weyerhaeuser affiliate. Weyerhaeuser reserves the right, for itself and its successors, assigns, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area.

7.5 Utilities. Weyerhaeuser hereby grants Lessee a non-exclusive permit, which is not at the inception of this Lease nor at any time thereafter an easement for any purpose, to place utilities on, or to bring utilities across to the Lease Area to service the Communications Site as identified and detailed in the Site Plans. Lessee shall be solely responsible directly to the serving utilities for all necessary utilities, including, without limitation, costs of installation and use. Unless otherwise described herein, Weyerhaeuser is not providing utilities at the Lease Area nor is Weyerhaeuser providing any utility easement to the Lease Area. If Lessee brings utilities to the Lease Area, Lessee shall cooperate with Weyerhaeuser to allow Weyerhaeuser to share the benefit and use of those utilities on a prorate basis.

7.6 Maintenance.

7.6.1 Lessee shall maintain the Lease Area free from any waste or debris created by Lessee. In addition, Lessee shall ensure that its buildings and structures located upon the Lease Area are painted in a manner and color approved by Weyerhaeuser and are kept free of all forms of vandalism.

7.6.2 During the Term of this Lease the Lessee shall prominently post, maintain in good condition, and update as necessary, its FCC call signs and registration number(s), if any, as well as the Lessee emergency contact information at the Lease Area which shall be posted on an exterior surface that is visible from outside the Lease Area.

7.7 Hazardous Materials.

7.7.1 As used in this Lease, the term “Hazardous Material” means any material, the generation, handling, storage, disposal, treatment or emission of which is subject to any Environmental Laws or that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, noxious, mutagenic or otherwise dangerous, hazardous or harmful to the health or safety of humans, animals or the environment, including, without limitation, any of the same as they are now regulated or may be regulated in the future under any Environmental law. Hazardous Material also includes any material that contains petroleum, gasoline, diesel fuel, or their derivatives, or any other petroleum hydrocarbon product. As used in this Lease the term “Environmental Law” means any federal, state or local law, rule, regulation, order, writ, judgment, injunction, decree, determination or award relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101 et seq.); Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); Toxic Substances Control Act (15 U.S.C. §2601 et seq.); Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); Solid Waste Disposal Act (42 U.S.C. §6901 et seq.); Clean Air Act (42 U.S.C. §7401 et seq.); Safe Drinking Water Act (42 U.S.C. 300f et seq.); Atomic Energy Act (42 U.S.C. §§2014, 2021-2021j, 2022, 2111, 2113, and 2114); Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.); and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as the same may be amended from time to time.

7.7.2 Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, and/or stored in, on, or about the Lease Area or the Property by Lessee, its agents, employees, contractors, sublessees or invitees in violation of any Environmental Law. In no event shall Lessee permit any Hazardous Material to be treated (such treatment includes by way of example and not by limitation elementary neutralization or evaporation), disposed of, and/or discharged or released in, on, or about the Lease Area or the Property. Except as identified in The Site Plans, Lessee shall not install or use above-ground storage tanks on the Lease Area. In no event shall Lessee install or use underground storage tanks on the Lease Area.

7.7.3 If Lessee knows, or has reasonable cause to believe that a release or threatened release of a Hazardous Material has occurred, or is likely to occur in, on, under or about the Lease Area or the Property, Lessee shall immediately provide verbal notice of such fact to Weyerhaeuser, and shall subsequently provide detailed written information to Weyerhaeuser regarding such release. Lessee shall also immediately provide Weyerhaeuser with a copy of any statement; report; notice; registration; application; permit or license; work, remediation, or response plan; notice of claim; undertaking or proceeding given to, or received from, any governmental authority or private party or persons entering the Lease Area or the Property in response to said release or threatened release of a Hazardous Material.

7.7.4 Lessee shall indemnify, protect, defend and hold Weyerhaeuser, its agents, employees, and lenders, if any, and the Lease Area and the Property, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys and consultant's fees arising out of or involving any Hazardous Material or storage tank brought onto the Lease Area and the Property by or for Lessee or under Lessee's control. Lessee's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Material.

Weyerhaeuser shall indemnify, protect, defend and hold Lessee, its agents, employees, and lenders, if any, and the Lease Area, harmless from and against any and all loss of Rents and/or damages excluding exemplary and punitive damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys and consultant's fees arising out of or involving any Hazardous Material brought onto the Lease Area by or for Weyerhaeuser or under Weyerhaeuser's control. Weyerhaeuser's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Weyerhaeuser and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the Lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Weyerhaeuser from its obligations under this Section 7.7.4.

7.8 Fire Protection & Suppression. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto the Lease Area. If a wildfire should occur on or near the Lease Area, Lessee shall immediately notify Weyerhaeuser and appropriate government agencies and shall make its equipment and Lease Area available to help suppress or contain the fire. In addition to any liability for negligence, Lessee shall reimburse Weyerhaeuser for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee's operations, contractors, or personnel, even if not attributable to negligence by Lessee or its agents.

7.9 Inspection & Access. Weyerhaeuser (and its employees, contractors, and agents) may enter the Lease Area to inspect Lessee's operations, to remove timber, and for any other purpose consistent with Lessee's rights under this Lease; *Provided*, however, that, with the exception of emergencies, Weyerhaeuser shall endeavor to give Lessee twenty-four (24) hours' notice prior to entering the Lease Area. Weyerhaeuser reserves the right to conduct any and all activities on the Lease Area; *Provided*, however, that such activities do not unreasonably interfere with Lessee's operations.

7.10 Weyerhaeuser's Right to Use the Lease Area. Lessee shall, upon written request of Weyerhaeuser, make suitable and available tower space available at no cost to Weyerhaeuser or any of its subsidiaries for limited quantities and types of antenna(s), transmission lines and related equipment, and make Lease Area space available to Weyerhaeuser provided that such use will not interfere with Lessee's or permitted Collocator operations. Weyerhaeuser's antenna installation(s) shall be limited to a total of three ____ antennas (whether panel, omni-directional, or other configuration), each with a height of no greater than ____ feet (____') per antenna. Weyerhaeuser shall house its equipment in a separate building, shelter, or enclosure, or equipment pad constructed and maintained at Weyerhaeuser's sole expense. Notwithstanding any other provision herein, such collocation by Weyerhaeuser shall be deemed a Permitted Use under this Agreement.

8. Non-Interference.

8.1 Lessee's facilities shall not disturb the communications configurations, equipment, frequencies licensed by the FCC, and frequencies used by Weyerhaeuser on the commencement of this Lease ("Pre-existing Communications") and Lessee's facilities shall comply with all non-interference rules of the FCC.

8.2 Lessee shall not interfere with any other communications site leases or similar agreements on Weyerhaeuser property or any other's radio communications where such communications are operated within their respective frequencies and in accordance with all applicable laws and regulations.

8.3 The interfering party will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from interfered-with party. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that they will suffer irreparable injury, and therefore, each party will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease upon notice to the other party.

9. Governmental Permits. Lessee shall use its best efforts in seeking and maintaining at its own cost and expense all governmental permits needed to conduct its operations under this Lease. Weyerhaeuser shall sign permit applications as landowner/licensor where compliant with this Lease and required by law. Weyerhaeuser also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Communications Site and Lease Area. Weyerhaeuser shall not be required to accept or execute any government permits that conditions in any manner Weyerhaeuser's property outside of the Lease Area.

10. Assignments.

10.1 Lessee may not assign its rights under this Lease without Weyerhaeuser's prior written consent which consent may be withheld or conditioned if Weyerhaeuser determines in its reasonable discretion that such assignment by Lessee impairs Weyerhaeuser's security, interests, or rights in this Lease.

10.2 No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment for this Section 10.

10.3 Lessee may, with notice to Weyerhaeuser, assign its rights under this Lease as collateral security to any entity that provides financing for the purchase of the equipment to be installed at the Lease Area.

10.4 Any attempted assignment of this Lease by Lessee without Weyerhaeuser's prior written permission which may be withheld at Weyerhaeuser's sole discretion shall be void *ab initio* and shall constitute a breach of this Lease.

10.5 No assignment by Lessee shall act as a novation without Weyerhaeuser's explicit prior written permission, which may be withheld for any or no reason in Weyerhaeuser's sole discretion.

11. Insurance.

11.1 Prior to commencement of any activity under this Lease, Lessee shall obtain and maintain in full force and effect during the term of this Lease and during any other period during which Lessee or its successors, agents, and contractors are on the Lease Area, at Lessee's sole expense, the following insurance coverages on Lessee's operations and shall furnish Weyerhaeuser with a Certificate of Insurance evidencing compliance herewith:

11.1.1 Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations, and, if applicable, coverage for explosion, collapse and underground (xcu); with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate; Weyerhaeuser shall be designated as an Additional Insured which shall be evidenced by copy of an Additional Insured Endorsement form ISO CG 20 37 07 04 or its equivalent that is to be delivered with and attached to the Certificate of Insurance. The endorsement can either (a) specifically show Weyerhaeuser as an Additional Insured or (b) include the company as an Additional Insured by a Blanket Additional Insured endorsement. Contractor's insurance or self-insurance shall be primary.

11.1.2 Commercial Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000;

11.1.3 Workers' Compensation or Industrial Accident insurance providing benefits as required by local law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident; and if Maritime activity exists then coverage is to also include U.S.L.&H., Jones Act, and Protection and Indemnity, where applicable.

11.2 Lessee shall give Weyerhaeuser at least thirty (30) days written notice prior to cancellation of said coverage, either in whole or in part, if subsequent coverage has not been put in place thirty (30) days prior to the cancellation date.

11.3 Lessee shall ensure that its subcontractors have insurance coverages and endorsements consistent with the above. Insurance companies providing coverage for Lessee and subcontractors shall have a Best's rating of no less than B+ VII. Lessee's and subcontractors' insurance companies shall waive right of subrogation against Weyerhaeuser and its affiliates for any first party property insurance maintained by any such party.

11.4 Coverages in Section 11 shall be reviewed by Weyerhaeuser and revised in Weyerhaeuser's reasonable discretion every five (5) years based on the net change in CPI-U (and subject to commercial availability of changed coverages) or if there is a material change to the nature and scope of Lessee's activities under this Lease. Any insurance coverage escalation under this Section 11.4 shall be determined by CPI adjustments using the Commencement Date to establish the Base Year and using the Consumer Price Index – All Commodities as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers: U.S. City Average ("CPI-U"). If the Bureau of Labor Statistics ceases to publish that index in its present form, the parties shall substitute another index to reflect inflation in comparable terms.

11.5 No self-insurance of any required coverage shall be permitted without Weyerhaeuser's prior written permission, which permission may be approved, denied, or conditioned for any or no reason in Weyerhaeuser's sole discretion.

11.6 Lessee's liability is not limited in any manner by the limits of any of Lessee's insurance policies and coverages.

12. Assumption of Risks. Lessee has inspected the Lease Area to its satisfaction and accepts the Lease Area as is and where is. Weyerhaeuser has made no representations as to the present or future condition of its property and the Lease Area; the ability of Lessee to obtain governmental permits; the time or expenses of obtaining governmental permits, the conditions which might be imposed by government agencies; or any other factor affecting Lessee's risks and use of the Lease Area.

13. Third-Party Claims; Indemnity.

13.1 Lessee shall defend, indemnify, and hold harmless Weyerhaeuser and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Lessee or its successors, agents, and contractors under this Lease or otherwise arising in connection with activities on the land of Weyerhaeuser or its affiliates, except claims caused by Weyerhaeuser's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site. Lessee shall take all steps needed to keep Weyerhaeuser's property free of liens arising from Lessee's activities, and promptly obtain or bond the release of any such liens that may be filed.

13.2 Weyerhaeuser shall defend, indemnify, and hold harmless Lessee and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Weyerhaeuser or its successors, agents, and contractors under this Lease, except claims caused by Lessee's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; environmental damages, cleanups, and corrective actions; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site.

14. Relocation.

14.1 Lessor shall have the one-time right to require Lessee to relocate Lessee's equipment and property at Lessee's sole cost and expense to another location on Lessor's Property (the "**Relocation Premises**") during Term of this Lease, if:

14.1.1 Such Relocation Premises is equal to or no greater than five percent (5%) larger than Lessee's then current Premises in size; and

14.1.2 Lessor has provided Lessee a written notice not less than eighteen (18) months prior to the requested date of relocation, with a map and description of the proposed Relocation Premises.

14.2 If necessary to prevent unreasonable disruption in the operation of Lessee's network in the area served by Lessee's facility at the Premises, Lessee shall designate a temporary site on Lessor's Property which Lessee and Lessor find suitable to operate a temporary facility during the process of relocation and Lessee may operate its facility thereon.

14.3 The Parties and those under their control shall cooperate to carry out the relocation in an expeditious and efficient manner.

14.4 Notwithstanding anything to the contrary stated herein, if Lessor requires Lessee to relocate and the Parties cannot agree on a mutually-suitable Relocation Premises, which may be in whole or in part affixed to a new structure provided by Lessor or Lessee, within six (6) months after Lessor's notice to Lessee, then either Party in their sole discretion may terminate this Lease upon twelve (12) months' written notice to the other Party, with such termination being treated as the natural expiration of this Lease with no additional terms or Holdover.

15. Termination and Surrender.

15.1 Termination by Lessee. This Lease may be terminated by Lessee only as provided herein. The Lessee's requirement to remove improvements as provided in Section 15.3 shall survive termination of the Lease. This Lease may be terminated by Lessee prior to its natural expiration in the following circumstances:

15.1.1 If Lessee is unable to obtain, maintain or reinstate within thirty (30) days after the cancellation of any easement, license, permit or Governmental Requirement necessary for the construction or operation of the Equipment in accordance with Lessee's Permitted Use. Lessee must show that at all times it used its best efforts in good faith to obtain and maintain any Government Requirement if it desires to terminate pursuant to this Section.

15.1.2 Upon payment to Weyerhaeuser of a termination fee, which is not considered to be Rent, that is equal to the lesser of (a) thirty six (36) months of the Rent or (b) the remaining number of months of Rent in the current Term at the then current rate at the time that notice of termination is given. Such termination fee must be paid at the time Lessee notifies Weyerhaeuser of its election to terminate this Lease. Upon the termination date, Lessee shall terminate all radio transmissions from the Lease Area.

15.1.3 Upon Lessee's termination in accordance with this Section, Lessee shall surrender and vacate the Lease Area and deliver possession thereof to Weyerhaeuser within the time period and in the condition required under this Lease for surrender of the Lease Area (see Section 15.2). Lessee shall continue to pay the Rent at the current rate until it actually physically surrenders the Lease Area and delivers possession thereof to Weyerhaeuser in a manner consistent with Section 15.2.

15.1.4 Upon the natural expiration of this Lease, or upon the earlier termination of this Lease by Lessee or Weyerhaeuser, Lessee shall immediately discontinue all radio frequency transmissions from the Lease Area.

15.2 Surrender. Upon such notice of termination or upon the natural expiration of this Lease, as directed by Weyerhaeuser in writing, Lessee shall within thirty (30) days of expiration or termination remove all or such portion of its equipment from the Lease Area, restore the land to its prelease condition, and surrender the Lease Area to Weyerhaeuser in as good a condition as the date hereof, normal wear and tear excepted, and if evidence of this Lease was recorded in the chain of title then Lessee at Lessee's sole cost and expense shall reconvey all of its rights in the Property to Weyerhaeuser by recorded quitclaim deed or other document approved by Weyerhaeuser. Any damage to Weyerhaeuser's property caused by removal and restoration shall be billed to and paid by Lessee. Pursuant to the terms set forth in this Section, if Weyerhaeuser directs Lessee to leave any real or personal property, then within thirty (30) days of the expiration or earlier termination of this Lease, Weyerhaeuser and Lessee shall execute a mutually acceptable Bill of Sale or other evidence of conveyance of such real or personal property.

16. Suspension, Termination for Default; Default and Right to Cure; Remedies.

16.1 Suspension & Termination. After providing thirty (30) days written notice of any default Weyerhaeuser may suspend Lessee's operations under this Lease immediately. Suspension shall continue until the default is remedied. Any time after thirty (30) days from such a suspension notice, if Lessee is still in default, Weyerhaeuser shall have the option in its sole discretion to terminate Lessee's rights under this Lease immediately. All of Lessee's obligations to Weyerhaeuser and third parties shall survive the termination of Lessee's rights under this Lease, until such obligations have been fulfilled. Insurance coverages shall be maintained until Lessee has completed all restoration and any other required work on the Lease Area.

16.2 Default and Right to Cure.

16.2.1 The following will be deemed default by Lessee and a breach of this Lease:

16.2.1.1 Non-payment of Rent if such Rent remains unpaid for more than ten (10) days after receipt of written notice from Weyerhaeuser of such failure to pay; or

16.2.1.2 If Lessee abandons or vacates the Lease Area for more than sixty (60) days; or

16.2.1.3 Lessee's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Weyerhaeuser specifying the failure.

16.2.1.4 No such failure pursuant to subsection 16.2.1.3, however, will be deemed to exist if Lessee has materially commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes completely beyond the control of Lessee.

16.2.2 If Lessee remains in default beyond any applicable cure period, Weyerhaeuser will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Lessee's default and to charge the actual costs of such cure to the Lessee, or upon Weyerhaeuser's written notice to Lessee to terminate this Lease.

16.2.3 The following will be deemed a default by Weyerhaeuser and a breach of this Lease: Weyerhaeuser's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Weyerhaeuser has materially commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Weyerhaeuser. If Weyerhaeuser remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Weyerhaeuser's default and to deduct the actual costs of such cure from any monies due to Weyerhaeuser from Lessee.

16.3 Remedies. Weyerhaeuser's rights to suspend and terminate Lessee's rights under this Lease are in addition to all other available remedies. Lessee's remedies shall be limited to termination of this Lease or the right to cure Weyerhaeuser's default and to deduct the actual costs of such cure from any monies due to Weyerhaeuser from Lessee.

17. Notices. With the exception of notices regarding fire suppression and environmental incidents that must be reported by telephone as soon as possible, any notices required or desired shall be in writing and delivered personally or by messenger or sent by U.S. certified mail, return receipt requested, postage prepaid and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address as the parties may specify in writing:

Weyerhaeuser:

Lessee:

Weyerhaeuser Timber Holdings, Inc.
Attn: Land Use Manager
Re: Wireless Site Legal Notice
16506 Vail Loop Rd SE
Rainier WA 98576

Tel: _____
Fax: _____

With a mandatory simultaneously
dispatched copy to:

Weyerhaeuser Company
Attn: Sr. Legal Counsel
RE: Wireless Site Legal Notice
220 Occidental Avenue South
Seattle, WA 98104

Attn: _____

Notices shall be deemed effective upon receipt when hand delivered to addressee, or, if mailed, upon receipt or rejection as evidenced by the U.S. Postal Service. The delivery of the mandatory copy to legal counsel is an administrative step only and does not constitute the notice required by this Section 17.

18. Bankruptcy

18.1 Weyerhaeuser and the Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the Term including any Holdover Term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

18.2 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Weyerhaeuser an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Weyerhaeuser, shall be the exclusive property of Weyerhaeuser, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Weyerhaeuser's

property under the preceding sentence not paid or delivered to Weyerhaeuser shall be held in trust for the benefit of Weyerhaeuser and be promptly paid to Weyerhaeuser.

19. Other Provisions.

19.1 Time. Time is of the essence for each and every provision of this Lease.

19.2 Late Payments. Lessee shall pay interest in the amount of 20% for each month or part thereof (or the maximum allowed by law, if less) on any late payments.

19.3 Qualified to Do Business. Each party represents that it is legally qualified to do business in the state in which the Lease Area is located.

19.4 Corporate Authority. Each party to this Lease, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Lease and that its execution, delivery, and performance of this Lease has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

19.5 No Agency. The parties agree that no agency, partnership, or joint venture of any kind is intended or shall be created by or under this Lease. Neither party is an agent of the other party nor is either party authorized to obligate the other party.

19.6 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.7 Severability. If any provision of this Lease is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Lease, and to this end the provisions of this Lease are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Lease.

19.8 Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Lease, nor shall any purported oral modification or rescission of this Lease by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

19.9 Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Lease shall survive and remain in effect following the expiration or termination of this Lease, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.10 Governing Law and Venue. The validity, construction, and performance of this Lease shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws rules. The parties agree that sole venue and jurisdiction for any controversy arising out of this Lease shall vest with the Superior Court within the State of Washington.

19.11 Integrated Agreement; Modification. This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein. This Lease may not be modified except in writing and signed by the parties.

19.12 Interpretation. Each party acknowledges that it and its legal counsel have reviewed this Lease. The parties agree that the terms and conditions of this Lease shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

19.13 Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Lease including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Lease.

19.14 Broker's Commissions. Each of the parties hereby represents and warrants to the other that it has not discussed or had any communications concerning the Lease Area with any real estate agent or broker pertaining to this transaction, and that to the best of their knowledge no commissions or broker's fees are owed on this transaction. Should any claim for a commission or finder's fee be asserted by any third party as a result of the act or omission of either party, then the party alleged to have agreed to pay such commission or fee shall be solely responsible therefore, and shall indemnify, defend, and hold the other party harmless from any and all loss, damage, liability, cost, or expense, including, without limitation, attorneys' fees, suffered or incurred by it arising out of or relating to any claim for real estate commission or fee made by any such real estate agent or broker.

19.15 Confidentiality. The terms of this Lease may not be disclosed by Lessee to persons other than Lessee's parent entity, its legal counsel, or parties confidentially bound to Lessee (a) without Weyerhaeuser's prior written consent or (b) unless in response to an order of a court.

19.16 Attorneys' Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Lease or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party only in a final judgment on the merits may be entitled to recover its attorneys' fees capped at a maximum of \$200 per hour and other costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action that may be awarded at the discretion of the court. With respect to any provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process.

19.17 Exhibits. All exhibits referred to herein are deemed to be incorporated in this Lease in their entirety and for all purposes. As between the written terms contained in this Lease and the exhibits attached hereto, the more detailed and more specific shall be deemed to control and supersede the less detailed and less specific.

19.18 Headings. The headings in this Lease are for convenience only and are not a part of this Lease, nor are they intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Lease nor the meaning of any provisions hereof.

19.19 Estoppel. Each party agrees to furnish to the other such truthful estoppel information within 30 days as the other may reasonably request. Failure of Lessee to provide a response to Weyerhaeuser's estoppel request within 30 days after Lessee's receipt of such request shall be treated for all purposes and by all parties as conclusive proof by Lessee of Weyerhaeuser's full and unconditional compliance with this Agreement.

19.20 Not an Offer. The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Lease Area based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution, acknowledgment and delivery hereof by Weyerhaeuser and Lessee.

19.21 Payment of Sums during Breach. The receipt of any sum paid by Lessee to Weyerhaeuser after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Weyerhaeuser.

19.22 Duplicate Originals. This Lease shall be executed in duplicate originals. Execution of this Lease at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute this Lease.

19.23 Signing Order. This Lease shall be executed first by Lessee and then tendered to Weyerhaeuser.

Executed and Effective as of the date first above written.

Weyerhaeuser Timber Holdings, Inc.

Lessee

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

SNOHOMISH COUNTY, WASHINGTON

TOWNSHIP 31 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN:

Section 36: That portion of the NE¼NW¼ being more particularly described as follows:

Beginning at a point in said subdivision, from which Washington State Department of Transportation survey mark designation GP31092-173 (N385222.626, E1346688.415 NAD 83/91) (detailed description on file with Washington State Department of Transportation Geographical Services) bears South 22° 34' 12" West distant therefrom a grid distance of 33733.46 feet, and from which Washington State Department of Transportation survey mark designation GP31092-174 (N397227.083, E13610869.910) (detailed description on file with Washington State Department of Transportation Geographical Services) bears South 04° 20' 05" East a distant therefrom a grid distance of 19200.33 feet; thence North 90° 00' 00" East a ground distance of 338.27 feet (338.22 feet grid); thence North 00° 00' 00" East a ground distance of 294.02 feet (293.07 feet grid); thence South 90° 00' 00" West a ground distance of 338.27 feet (338.22 feet grid); thence South 00° 00' 00" East a ground distance of 294.02 feet (293.97 feet grid) to the point of beginning

EXHIBIT B

Lessee will install a pre-fabricated concrete building. A generator and fuel tank will be added to provide emergency power in the event of a loss of commercial power. Commercial power will be brought to the site location by Snohomish County PUD using an easement provided by Lessor for an underground utility lease along the existing access road on terms and conditions satisfactory to Lessor. Drawings S-1, S-2, S-3 and S-4 provide a plan and elevation drawing that illustrate the site plan with external improvements noted.

EXHIBIT C

SITE MAP

[insert site plans]

EXHIBIT D
FORM MEMORANDUM OF LEASE

After recording return document to:

Weyerhaeuser Company
Land Title Dept. HQ7
220 Occidental Avenue South
Seattle, WA 98104

Document Title: Memorandum of Communication Site Lease

Reference No. of Related Documents:

Lessor: Weyerhaeuser Timber Holdings, Inc.

Lessee: Snohomish County 911

Legal Description: S36-T31N-R6E: NE¼NW¼

Tax Parcel Number: 31063600100100

MEMORANDUM OF COMMUNICATION SITE LEASE

Granite Falls

This Memorandum of Communication Site Lease (“Memorandum”) refers to that certain Radio Tower Lease dated the ____ day of _____, 20__, between **Weyerhaeuser Timber Holdings, Inc.**, a Delaware corporation (hereinafter called “Weyerhaeuser”) and **Snohomish County 911** (hereinafter called “Lessee”).

1. **Premises.** Weyerhaeuser has granted the right, license and permission to Lessee upon the terms and conditions of the Radio Tower Lease to use the property situated in Snohomish County, Washington and further described on Exhibit A (“Lease Area”).
2. **Term.** The term of the Communication Site Lease commenced on July 1, 2023 and shall expire on June 30, 2028 (the “Expiration Date”).
3. **Purpose.** This Memorandum is prepared and recorded for the sole purpose of imparting constructive notice of said Communication Site Lease during the term for the Communication Site Lease and in no way modifies the terms of the Communication Site Lease.
4. **Termination.** Upon the Expiration Date, or sooner by written agreement of the parties, this Memorandum as recorded against title shall automatically extinguish and be of no further force and effect.

5. **Questions.** Questions regarding this Memorandum shall be addressed to Attention _____, _____, _____.

Dated: _____

Dated: _____

**WEYERHAEUSER TIMBER
HOLDINGS, INC.**

SNOHOMISH COUNTY 911

By: _____
Title: _____
Authorized Agent

By: _____
Title: _____
Authorized Agent

STATE OF WASHINGTON)
) ss)
County of KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of WEYERHAEUSER TIMBER HOLDINGS, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this ____ day of _____, 20__, before me personally appeared _____ to me known to be the _____, of **SNOHOMISH COUNTY 911**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of
Washington
Printed Name: _____
Residing at: _____
My appointment expires: _____

EXHIBIT A

SNOHOMISH COUNTY, WASHINGTON

TOWNSHIP 31 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN:

Section 36: That portion of the NE¼NW¼ being more particularly described as follows:

Beginning at a point in said subdivision, from which Washington State Department of Transportation survey mark designation GP31092-173 (N385222.626, E1346688.415 NAD 83/91) (detailed description on file with Washington State Department of Transportation Geographical Services) bears South 22° 34' 12" West distant therefrom a grid distance of 33733.46 feet, and from which Washington State Department of Transportation survey mark designation GP31092-174 (N397227.083, E13610869.910) (detailed description on file with Washington State Department of Transportation Geographical Services) bears South 04° 20' 05" East a distant therefrom a grid distance of 19200.33 feet; thence North 90° 00' 00" East a ground distance of 338.27 feet (338.22 feet grid); thence North 00° 00' 00" East a ground distance of 294.02 feet (293.07 feet grid); thence South 90° 00' 00" West a ground distance of 338.27 feet (338.22 feet grid); thence South 00° 00' 00" East a ground distance of 294.02 feet (2934.97 feet grid) to the point of beginning



ACTION PROPOSAL FORM

Date: 6/5/2023

Action Title: Future Facility Building Permit Funding

Time Sensitivity: Normal

Background / Purpose:

As the Future Facility Project progresses, there will be several points throughout the project when building permits will be needed. Paying for these fees in a timely fashion is very important to keep things moving on the overall project timeline. To avoid any unnecessary costs, we have set up an account with the City of Everett to pay these permit fees directly to the City as needed. Total permit fees are estimated to be about 1% of the over-all construction budget, approximately \$320,000. However, actual fees will not be known until permit applications have been submitted for each phase of the construction process.

The Finance Committee agreed to move this to the Consent Agenda for the June Board meeting.

Recommendation/Motion:

Approve the Executive Director to authorize expenditures for permit fees for the future facility project not to exceed \$350,000.

Fund: Future Facility Project Fund 150

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CITY OF MOUNTLAKE TERRACE AND SNO911**

This Amendment amends the Interlocal Agreement between the City of Mountlake Terrace (“City”) and Sno911, formerly known as SNOCOM, an interlocal association of Snohomish County municipalities and special purpose districts (the “Sno911”) entered into March 22, 2000, and any subsequent amendments thereto including an October 5, 2010 amendment, related to the operations facility owned by the City and leased by Sno911 (together “Agreement”).

WHEREAS, the City of Mountlake Terrace assumed the rights of the City of Lynnwood under the Agreement, and

WHEREAS, the Parties seek to extend the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, and for other good and valuable consideration, the parties hereto agree as follows:

1. Extension. The Parties desire to extend the Agreement until December 22, 2023.

2. Full Force and Effect. All other terms and conditions in the Agreement remain in full force and effect as provided therein.

CITY OF MOUNTLAKE TERRACE

SNO 911

By: _____
Jeff Niten, City Manager

By: _____
Kurt Mills, Executive Director

Date: _____

Date: _____

Approved as to form:

Hillary J. Evans, City Attorney



Briefing Document

Date: 6/12/2023

Title: Capital Plan Funding Strategy

Background / Purpose:

During the 2023 Budget Discussions the Board requested the Finance Committee evaluate the the agency's capital funding strategy. The Committee recommends maintaining the existing capital funding philosophy. The Committee recommends we evaluate the effectiveness of the approach annually and change the process if necessary.

SNOPAC & SNO911 have always funded capital plans through application of year end carryover and underspend. This has proven effective by both adequately funding capital needs as well as controlling costs specifically related to agency assessments. The combination of salary savings from unfilled positions and higher than projected tax proceeds has allowed the agency to maintain responsible and comprehensive capital plans and reserves. For 15+ years this has proven an effective way to fund capital without passing on an additional cost through member agency assessment. We have never needed a mid-year budget amendment or special assessment.

Year	Budget Carryover	Residual E911	Assmt Changes
2019	\$358,747	\$624,943	-4%
2020	\$358,378	\$525,056	-5.01%
2021	\$2,054,356	\$554,292	-3.97%
2022	\$1,785,272	*\$600,000	0.83%

Notes:

Budget Carryover from 2019 & 2020 was largely a product of budget normalization post-merger and consolidation which is reflective of these year's underspend totals.

County EESCS provides conservative excise tax projections as not to create budget shortfalls mid-year. This is by design and the product has historically been excess restricted E911 funds allocated to SNO911.

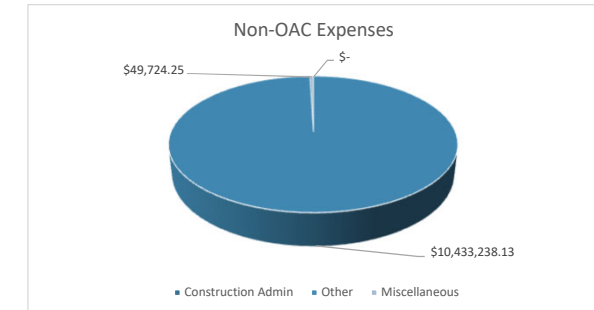
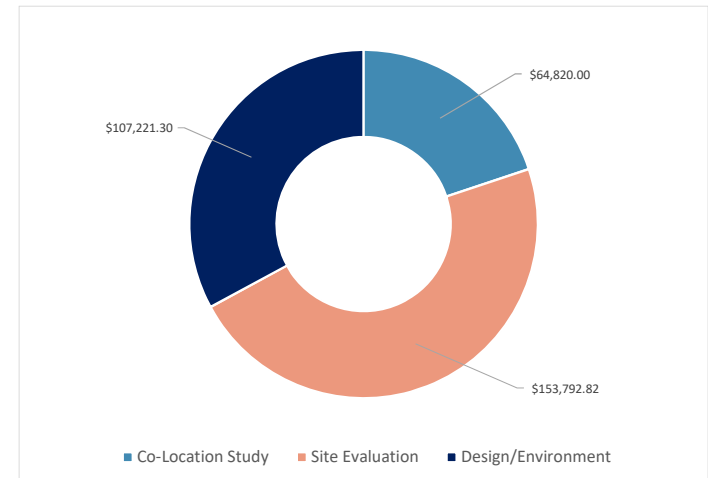
SNO911 does not intentionally leave positions open and budgets for all FTEs and uses salary savings from open positions for other needs such as overtime

As the RRP progresses we are able to develop more specific funding needs and projections based in history for things like lost, stolen, equipment, battery replacements and support costs.

*Estimate; County Finance is still reconciling FY22.

Category	% of Budget	Amount Spent	Board Approved PO 2021 - 166
Co-Location Study	19.89%	\$ 64,820.00	\$900,000.00
Site Evaluation	47.20%	\$ 153,792.82	OAC Expense to Date Total
Design/Environment	32.91%	\$ 107,221.30	\$325,834.12
Construction Admin	0.00%	\$ -	Remaining Authorization
Other	99.53%	\$ 10,433,238.13	\$574,165.88
Miscellaneous	0.47%	\$ 49,724.25	
Reimbursement		\$ (36,318.65)	
			Non-OAC Expenses Fund
			\$50,000,000.00
			Spent to Date
			\$10,482,962.38
			Remaining Authorization
			\$39,517,037.62

Other	\$ 10,433,238.13	
Earnest Money	\$ 500,000.00	07/20/2022 Chicago Title
Down Payment	\$ 9,919,890.09	11/16/2022 Down Payment - Net \$1,776.07 Rebate
Bush, Roed, & Hitching	\$ 13,348.04	ALTA Survey





Snohomish County 911 Dispatch Console Evaluation

The Employee Future Facility Committee conducted an evaluation of dispatch consoles that included evaluating furniture at trade shows in 2021 and 2022 and then subsequently invited manufactures to a Request for Information. The information was thoroughly reviewed by the committee and short-listed to four vendors;

- a) Evans
- b) Russ Bassett
- c) Sustema
- d) Xybix

This is an invitation to these four vendors to set-up a suitable console at the new SNO911 HQ and allow stakeholders within the agency to thoroughly evaluate our preferred vendors' console options and provide feedback that will help us select consoles that are the best fit for SNO911.

Purpose: Mission-critical industries like 9-1-1 require the correct tools for our staff and support personnel to perform their missions. We have a unique opportunity to allow our staff to thoroughly evaluate our Dispatch Furniture so that we can make the best decision for our new state-of-the-art 9-1-1 center.

When:

Console Setup:	Sept 5-7 (0830-1600)
Evaluation Period:	Sept 7 - 24
Teardown:	Sept 25-27 (0830-1600)

Where: New HQ, 332 SW Everett Mall Way Building A, 2nd Floor Everett, WA 98208. Space and power will be provided.

What: The four vendors are invited to set-up one console for evaluation. That console can/should include ancillary add-ons like status lights, monitors, climate controls, cabinets, and related. The vendors are limited to one console. SNO911 will provide a workstation chair for each desk and power. Please advise us of any other needs.

Optional:

- 1) Include a pop-up banner of up to approx. 33" x 81" inches highlighting information they may want to share about their solution and/or,
- 2) A looping video presentation on one of the workstations monitors about their product(s)/company, and/or
- 3) 3) Printed leave behind literature.



Required:

- 1) Costing details that must include price sheet that allows easy determination of cost of demo console and related add-ons.
- 2) Other consoles options
- 3) Estimated set-up costs
- 4) Lead-time
- 5) Support agreement
- 6) Console costing including total cost of ownership for up to 45 consoles.
 - a. Provide unit price to add/deduct one console.

Group Q & A: We will hold a Q&A Zoom call on 05/24/2023 at 1300 PST via Zoom for participants to ask questions and coordinate participation.

<https://us02web.zoom.us/j/8337373055?pwd=WVFWRTVheTZsR0w3TzAzVk1lUFMwdz09>

Meeting ID: 833 737 3055

Passcode: 246588

If you have additional questions, please email Consoles@sno911.org.



Board Packet Memorandum

Date: June 15, 2023
To: Snohomish County 911 Board Members
From: Leadership Team

General

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

New World Update

The SNO911 IT team continues to have conversations with the Tyler team on plans for the next New World upgrade (version 2023.2). As mentioned in the previous board meetings, this upcoming upgrade will include a heavy lift on the backend of the system. New server OS installs, the GIS portion will require a whole new install and setup. Also, one of the biggest components for this upgrade is the recommendations. The testing phase for this upgrade will be extensive and extended to ensure all aspects of the system are working properly and all new priority issues are addressed and resolved. At this time there is no date scheduled for the upgrade.

MyCrimeReports Update

The MyCrimeReports as mentioned in the previous board packet was successfully updated on May 1st. SNO911 IT has now closed this project and it is now marked fully completed.

Future Facility Planning

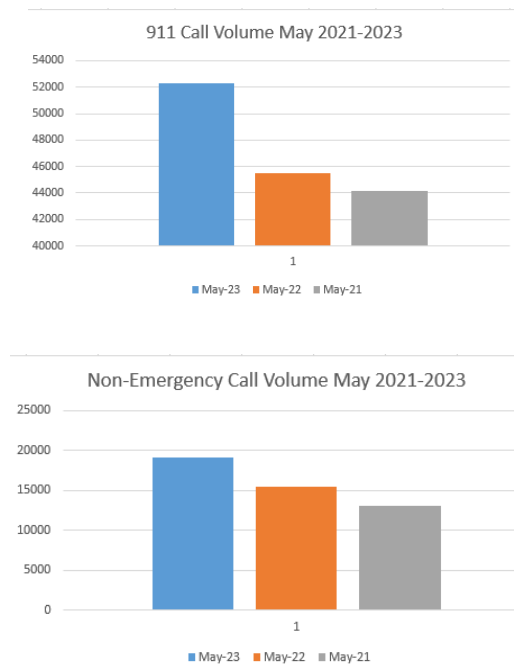
The SNO911 Tech management team met last week with continued discussions on the transition of equipment/systems to the new facility. In these discussions' priority work has been identified and must be completed before any equipment is moved. The Tech management team is currently developing a transition schedule with a few options to prevent any delays from occurring. Along with the schedule development, budget planning has started and almost all of the equipment needed for the transition has been identified. Our main objective is to develop a plan that will provide uninterrupted services to our agency, our member agencies and our community.

May 2023 Call Volume

The month of May saw increases in 911 and non-emergency call volume as compared to previous years. Additionally, the totals for May were above numbers seen in the May-September monthly totals for 2021 and 2022. Contributing factors include, but are not limited to: warmer than

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

seasonably normal weather, several instances of multiple calls from non-initialized cell phones, and several highly visible brush fires.

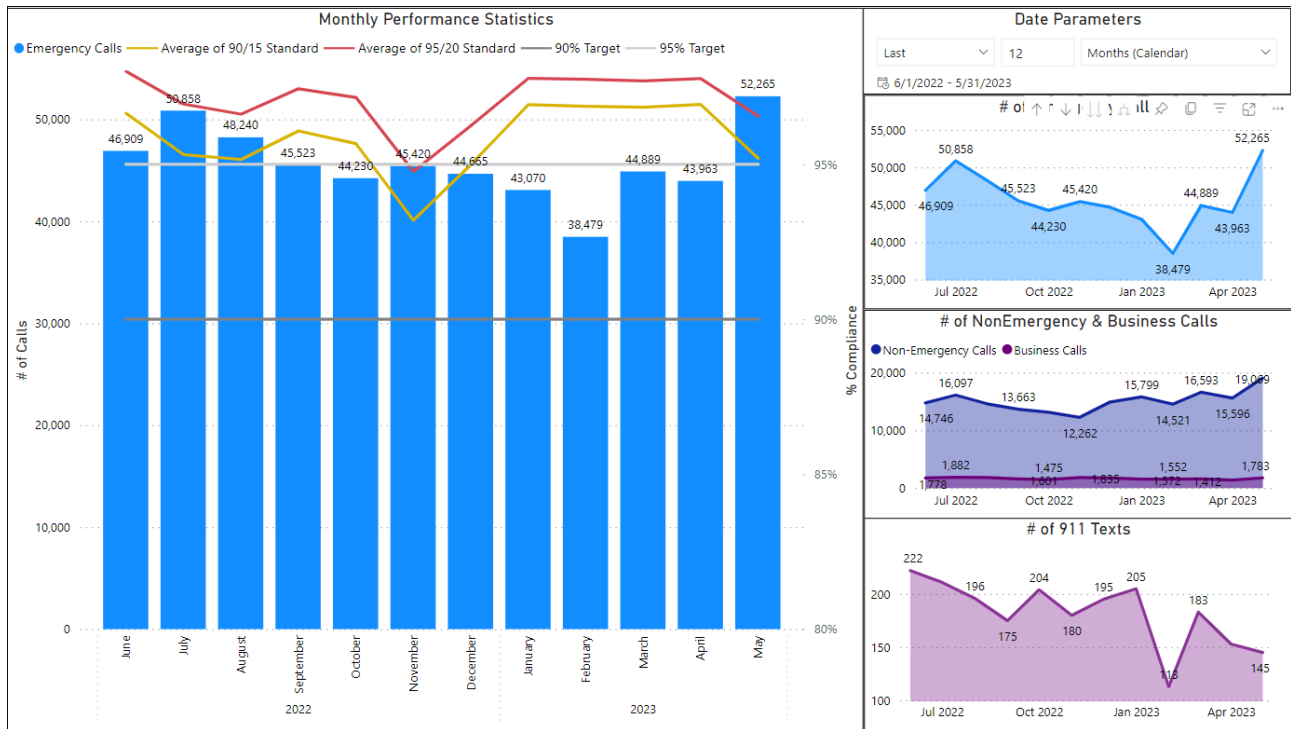


Office of Training and Standards (OTS) Update

Supervisor Marie Arnold has accepted an appointment as Training Supervisor assigned to OTS effective July 16th, 2023.

Marie brings a tremendous amount of experience and knowledge with her to this position. Specifically, Marie has filled in as an instructor with our training academies, assisted with numerous supervisor observations for trainee independent sign off, and also brings experience as an certified EMD-Q (quality assurance for EMS calls) . Marie's primary role in OTS will be CTO training and development, as well as management of training sessions and probationary dispatchers. This position will also be considered the secondary academy instructor.

Monthly Statistical Reports



Text-to-911 Report

911 Texts	Type	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	7	6	8	7	7								35	35
Incorrect Use	Follow-Up	4	3	9	7	13								36	221
	Area Checks	8	7	6	15	17								53	
	Info	2	1	4	3	1								11	
	Noise	5	3	2	1	0								11	
	Traffic	3	5	3	4	2								17	
	Other Complaints	19	12	24	19	19								93	
Misuse	Accidental	9	4	1	7	3								24	263
	Behavioral Health	59	20	73	49	23								224	
	Prank	2	6	7	0	0								15	
Other	Test	46	7	4	1	3								61	280
	Abandoned	17	6	9	4	15								51	
	Non-English	0	2	0	0	0								2	
	Outgoing	0	0	0	0	0								0	
	Subsequent	10	13	25	19	18								85	
	Transfer	0	2	0	2	3								7	
	Voice Call	14	16	8	15	21								74	
Month Total		205	113	183	153	145	0	0	0	0	0	0	0	799	799
<i>Abandoned: Non-Responsive</i> <i>Accidental: Device or person accidentally texted 9-1-1</i> <i>Area Check: Check of area for person, vehicle, gunshot</i> <i>Behavioral Health: Calls that result in BHC by LE/EMS</i> <i>Follow-up: Where is officer?</i> <i>Info: What is the phone number for animal control?</i> <i>Noise: Music, people etc.</i> <i>Non-English: Texter indicates they do not speak English</i> <i>Other: Any other request or complaint, media from Intrado</i> <i>Outgoing: Outgoing text calls</i> <i>Prank: Calls that do not give any valid information, not including BHC</i> <i>Subsequent: Additional inbound text after call released by call taker</i> <i>Test: PSAP testing/training TXT29-1-1, vendor test</i> <i>Traffic: Speeders, DUIs, etc.</i> <i>Transfer: Transfers to other PSAPs</i> <i>Voice Call: Dispatchers called the texter/texter placed voice call</i>															

SPIDR Tech Survey – May 2023

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

Satisfaction Response	# of Surveys	% of Surveys
4 - Very Satisfied	683	60.87%
3 - Satisfied	388	34.58%
2 - Neither Satisfied nor Dissatisfied	39	3.48%
1 - Somewhat Dissatisfied	4	0.36%
0 - Very Dissatisfied	9	0.80%
Total	1122	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	1077	95.31%
Somewhat	39	3.45%
No	14	1.24%
Total	1130	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 Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	Total
Everett Fire Department	2,187	2,039	2,163	2,033	2,227	10,649
Marysville Fire District	1,134	1,083	1,257	1,148	1,198	5,820
Mukilteo Fire	171	169	190	176	210	916
North County Regional Fire Authority	722	640	729	625	713	3,429
Sky Valley Fire	73	49	56	65	71	314
Snohomish County Airport Fire Department	20	19	24	25	16	104
Snohomish County Fire District #15	72	92	87	93	73	417
Snohomish County Fire District #16	30	17	19	10	22	98
Snohomish County Fire District #17	191	173	150	155	203	872
Snohomish County Fire District #19	26	33	32	35	40	166
Snohomish County Fire District #21	71	60	94	74	81	380
Snohomish County Fire District #22	34	43	28	33	41	179
Snohomish County Fire District #24	37	28	52	39	40	196
Snohomish County Fire District #25	5	6	12	7	7	37
Snohomish County Fire District #27	1	2		1	3	7
Snohomish County Fire District #4	284	296	311	301	328	1,520
Snohomish County Fire District #5	109	87	103	96	103	498
Snohomish Regional Fire and Rescue	997	922	1,031	1,013	1,055	5,018
South Snohomish County Fire and Rescue	2,917	2,734	2,944	2,854	3,115	14,564
Total	9,080	8,492	9,282	8,783	9,546	45,183

Police Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	Total
Arlington Police Department	1,856	1,672	2,062	1,874	2,188	9,651
Brier Police Department	353	288	272	297	303	1,513
Darrington Police Department	120	122	146	129	179	696
Edmonds Police Department	2,174	1,849	2,211	2,092	2,316	10,642
Everett Police Department	11,630	10,696	12,109	11,770	13,160	59,364
Gold Bar Police Department	245	373	241	250	382	1,491
Granite Falls Police Department	361	329	311	359	431	1,791
Index Police Department	39	50	59	55	47	250
Lake Stevens Police Department	1,651	1,608	1,882	1,818	2,216	9,175
Lynnwood Police Department	3,546	3,515	4,017	3,869	4,131	19,078
Marysville Police Department	5,621	5,008	6,193	6,034	6,526	29,382
Mill Creek Police Department	920	927	1,007	1,183	1,389	5,425
Monroe Police Department	2,220	1,945	2,096	1,966	2,044	10,271
Mountlake Terrace Police Department	1,689	1,489	1,698	1,381	1,694	7,951
Mukilteo Police Department	3,057	2,561	2,784	2,284	2,228	12,914
Snohomish County Sheriff's Office	11,856	11,164	13,071	12,529	14,396	63,011
Snohomish Police Department	881	877	942	913	917	4,530
Stanwood Police Department	543	699	679	680	766	3,367
Stillaguamish Tribal Police	1,381	1,289	1,175	1,238	1,282	6,365
Sultan Police Department	375	393	552	526	497	2,343
Woodway Police Department	52	39	36	44	37	208
Total	50,567	46,879	53,534	51,282	57,109	259,363

Snohomish County 911 - Staffing Report

6/12/2023

Total Staffing Headcount - (agency-wide): 162

Dispatchers - Full Time Status

Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017

Job Title:	Status:	Current #
Trainee Dispatcher	2nd discipline not yet complete	20
Trainee Dispatcher 2	2 of 3 disciplines complete	12
Police Dispatcher	Legacy: Only trained in CT and Police	2
Fire Dispatcher	Legacy: Only trained in CT and Fire	3
Cross-Trained Trainee	Trainee in progress for 3rd discipline	1
Cross-Trained Dispatcher	Fully cross-trained in CT, Police, and Fire	56

Represented (Dispatchers & Sups combined):

Approved	125
Filled	110
Vacancies	15

Appointive Staff:

Approved	45
Filled	43
Vacancies	2
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Staffing Levels & Strength

Dispatch Staffing Level	86.2%	Includes trainees
Center Staffing Strength	68.5%	Excludes trainees, relief, & LOAs

Relief Dispatchers & Long Term LOA's

Long-Term LOA's - (F/T Dispatchers)	-1	Includes trainees; excludes relief
Relief Dispatchers	7	Currently filled

Dispatchers - Full Time

Approved	109
Filled	94
Vacancies	15
Vacancies includes 2023 + 6	

Dispatch Supervisors

Approved	16
Filled	16
Vacancies	0

Senior Leadership

Approved	6
Filled	6
Vacancies	0

Operations

Approved	5
Filled	5
Vacancies	0

Finance/HR/Records/Admin

Approved	12
Filled	12
Vacancies	0

Tech/Radio

Approved	22
Filled	20
Vacancies	2
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Recruitment Status

Candidates Awaiting:

PST Dispatchers Exam	2	Next PST test is scheduled for June 12
CritiCall Test Invitations - April	70	Tests sent out for July / Sept Academies
CritiCall Test Completions - April	37	Number of passing scores = 11
Interview	5	Interviewing for Sept / Nov academy
Polygraph Exam	5	Scheduled for polygraph exam or awaiting results
Currently in background check	3	Currently in process of completing background check with PST
Psyche Exam and/or Drug/Hearing Test	6	Background complete. Awaiting psyche/drug/hearing tests for July / Sept Academies.
Onboarding/Orientation	1	Final offers signed. Just awaiting start date for July Academy.
YTD Dispatch Trainees Hired	17	

Employment Separations YTD

Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	0	0	0	1
New Job - Not 911	1	2	0	0
New Job - With 911	0	0	0	0
Relocation	0	2	0	0
Retirement	0	1	0	1
Medical	1	0	0	0
Personal	1	1	0	0
Resignation in Lieu of Term	1	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0
Total Employment Separations YTD	12			

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

For clarification of an existing bargaining unit
of employees of:

SNOHOMISH COUNTY 911

CASE 136606-C-23

DECISION 13675 - PECB

ORDER AMENDING CERTIFICATION

Michael Rainey, President/Executive Director, for the Washington State Council of
County and City Employees.

Rodney B. Younker, Attorney at Law, Summit Law Group PLLC, for Snohomish
County 911.

On May 11, 2023, the Washington State Council of County and City Employees filed a unit clarification petition seeking an affiliation involving employees of Snohomish County 911 (employer) currently represented by the Snohomish County 911 Employees Association. The Washington State Council of County and City Employees met the necessary requirements for affiliation and the certification will be amended.

The Snohomish County 911 Employees Association currently represents a bargaining unit of emergency services dispatchers. The bargaining unit came into existence following the creation of Snohomish County 911 in 2018 and included all full-time and regular part-time nonsupervisory dispatchers (including trainees) and call takers. *Snocom Dispatchers Association*, Decision 12868 (PECB, 2018).

The Washington State Council of County and City Employees provided evidence demonstrating that the Snohomish County 911 Employees Association's bargaining unit members affirmatively voted for the affiliation. The employer provided no position regarding the proposed affiliation.

ANALYSIS

Applicable Legal Standard

Affiliation occurs when either two or more local unions merge to form one larger union or when a small local union merges into a larger national or international union. In order for an affiliation to be successful, the petitioning labor organization must satisfy due process concerns by providing evidence or documentation that the employees are in favor of the affiliation. The petitioner must also demonstrate that continuity exists between the pre- and post- affiliation unions.

Due process may be satisfied through a vote of the bargaining unit's membership. *Skagit Valley Hospital*, Decision 2509-A (PECB, 1987), *aff'd*, *Skagit Valley Hospital v. Public Employment Relations Commission*, 55 Wn. App. 348 (1989). The employees in the bargaining unit or units must be provided notice of the affiliation election, given an opportunity to discuss the matter, and allowed to exercise their choice in a manner with reasonable precautions to maintain ballot secrecy. This agency will not reject a request for union affiliation where all affected employees have been provided an opportunity to vote.

The primary method for demonstrating continuity is to show that the union officers of the preaffiliation union still maintain a certain level of authority over local matters. This includes the right to elect local officers and the right of bargaining unit employees to participate in collective bargaining. A lack of continuity will exist if the organizational changes to the union have been so extensive that a certified bargaining representative has been displaced by a wholly different organization. *Skagit Valley Hospital*, Decision 2509-A. If the existing union and employer are parties to a collective bargaining agreement, then the new parent organization must honor that agreement until its expiration. A successful affiliation vote may be overturned due to a lack of "continuity" between the pre- and post- affiliation unions. An affiliation vote may also be

overturned if other, more traditional evidence exists that the successor organization lacks majority support. *Skagit Valley Hospital*, Decision 2509-A.

Application of Standard

The petition seeks to affiliate the Snohomish County 911 Employees Association with the Washington State Council of County and City Employees. The Washington State Council of County and City Employees provided a declaration demonstrating that the bargaining unit employees were permitted an opportunity to vote on whether the employees represented by the Snohomish County 911 Employees Association wanted to affiliate with the Washington State Council of County and City Employees. After the affiliation, the scope of the bargaining unit remains unchanged, the local leadership structure in existence at the Snohomish County 911 Employees Association remains intact, and any negotiated agreements remain in effect. Because it readily appears that the due process and continuity requirements have been satisfied, the existing certifications are amended.

FINDINGS OF FACT

1. Snohomish County 911 is a public employer within the meaning of RCW 41.56.030(12).
2. The Washington State Council of County and City Employees is a bargaining representative within the meaning of RCW 41.56.030(2).
3. The Snohomish County 911 Employees Association is a bargaining representative within the meaning of RCW 41.56.030(2).
4. The Snohomish County 911 Employees Association currently represents a bargaining unit of full-time and regular part-time nonsupervisory dispatchers (including trainees) and call takers. *Snocom Dispatchers Association*, Decision 12868 (PECB, 2018).

5. On May 11, 2023, the Washington State Council of County and City Employees filed a unit clarification petition seeking an affiliation involving employees described in finding of fact 4.
6. Accompanying Washington State Council of County and City Employees' petition was evidence demonstrating that the employees were provided an opportunity to vote on whether or not to affiliate and merge the Snohomish County 911 Employees Association with the Washington State Council of County and City Employees, and evidence demonstrating that the employees affirmatively voted for the affiliation and merger.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.56 RCW and chapter 391-35 WAC.
2. Based upon findings of fact 5 and 6, the Snohomish County 911 Employees Association provided due process to employees in allowing them to vote on whether or not to affiliate with the Washington State Council of County and City Employees.
3. Based upon finding of fact 6, the Snohomish County 911 Employees Association has affiliated with the Washington State Council of County and City Employees.

ORDER

The Snohomish County 911 Employees Association is now an affiliate of Washington State Council of County and City Employees.

ISSUED at Olympia, Washington, this 12th day of June, 2023.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.



RECORD OF SERVICE

ISSUED ON 06/12/2023

DECISION 13675 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

BY: DEBBIE BATES

CASE 136606-C-23

EMPLOYER: SNOHOMISH COUNTY 911

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PARTY 2: WSCCCE

REP BY: MICHAEL RAINEY
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Notes for Consideration

Target release date: July 10th

Length of the survey being open: 3 weeks (with an option for a 1-2 week extension depending on the response rate)

Target date of survey report completion: August 21st

Target response rate: 70% - 80%

- It is highly suggested that managers highly encourage employees to take the survey and provide them with time during work hours to do so.
- Multiple reminders to complete the survey should be sent out, coming from the consultant, senior leadership, and employees' direct supervisor.

Specifics on Survey Design:

- Each section will include open-ended questions (fill in the blank) to ask for further feedback/information and **suggestions for improvements** on that specific topic. The goal is to get actionable feedback and encourage employees to weigh in on how to resolve/fix issues.
- Most closed-ended questions will be on a 5-point scale and ask for the respondent's level of agreement with the statement (i.e., "My manager treats employees with respect.")
 - The scale: Strongly Disagree – Disagree – Neither Disagree nor Agree – Agree – Strongly Agree
 - Respondents will also be provided with an "I don't know/NA" option to avoid skewing the data
- Respondents will be asked to select their department/workgroup and length of employment with the agency (i.e., less than 1 year, 1-3 years, 3-5 years, 5+ years) in order to gain further insights into data trends.
- Complete anonymity will be maintained. No one from SNO911 will have access to the online survey tool or be provided individual survey responses. Nash Consulting will provide SNO911 with a data report that gives basic statistics (i.e., averages, standard deviations, etc.) for all responses, as well as by workgroup/department.

FINAL

5/9/2023

SNO911 FACILITY PROGRAM WORKSHEET

Renovation of 332 SW Everett Mall Way, Everett, WA

Series	Department	Verified 2023		Projected 2038		DGSF
		Staff	NSF	Staff	NSF	
100	Dispatch Center	123	11,656	170	13,536	17,920
200	Administration & Finance	21.5	5,220	25	5,380	6,805
300	Operations	5	1,260	7	1,480	1,850
400	Information Technology (IT)	24	6,940	27	7,898	9,986
500	Building Support	0	7,415	0	8,415	10,519
Total Personnel/NSF		174	32,491	229	36,709	47,080
Departmental Circulation			8,975		10,371	
Departmental Gross SF (DGSF)			41,466		47,080	
Building Spaces/Circulation (15%)			6,220		7,062	
Building Gross SF (BGSF)			47,685		54,142	
Total BGSF						
Parking Requirements						
Visitor Parking		10		10		
Secure Staff Parking		110		128		
Secure Departmental Vehicles		4		4		
SERS Trucks		5		6		
Total Parking		129	0	148	0	0
Site Requirements						
600	Site Requirements		3800		3800	



Facility Program Reviewed and Approved for Basis of Design

Approving for SNO911

Title

Date

100	Dispatch Center				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Personnel												
	Offices												
101	Office of Training & Standards Supervisors	25%	PO	110	4	4	440	4	4	440	550	Adjacent or access to dispatch floor	
102	Shift Supervisor Offices	25%	SO	240	2	0	480	2	0	480	600	2 W.S. per office	
	Subtotal					4	920		4	920	1150		
	Circulation						230			230			
	Subtotal Private Office						1150			1150			
	Workstations												
100	Dispatch Center												
103	Shift Supervisors	45%	WS	100	4	12	400	4	14	400	580	On raised platform overlooking Dispatch Center Floor. Based on 50% capacity increase.	
104	Training Consoles	0%				0	0		0	0	0	Refer to Ref. #110 Training Lab for training consoles	
105	ECC Consoles	45%	WS	100	27	103	2700	43	146	4300	6235	Assumes universal console types. Growth based on Snohomish County projected population growth.	
106	3-1-1 and 9-8-8 Consoles	25%	WS	80	4	4	320	6	6	480	600		
	Subtotal					119	3420		166	5180	7415		
	Circulation						1475			2235			
	Subtotal Workstations						4895			7415			
	Total Personnel Spaces					123			170				

100 Dispatch Center					Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Departmental Spaces												
107	Dispatch Center Video Display Wall Footprint & Standing Area	25%		256	1		256	1		256	320		
108	Dispatch Center Conference Room	25%		240	1		240	1		240	300		
109	Chair Corral	50%		240	1		240	1		240	360	Sized for 40 chairs	
110	Training Lab w/Training Consoles	25%		1200	1		1200	1		1200	1500	Holds 10 Training Consoles plus 2 Supervisor consoles. A/V system w/wall mounted video monitors	
111	Multipurpose Classroom / Meeting Room	25%		1800	1		1800	1		1800	2250	Size for 60 people. A/V system w/wall mounted video monitors. This space can be located on another floor of the building.	
112	Secure File Storage	25%		100	1		100	1		100	125	Movable furniture / flexible configuration	
113	Supply Storage	25%		80	1		80	1		80	100		
114	Dispatch Lockers	25%		500	1		500	1		620	775	18" x 24" x 36" stacked lockers w/bench seating, assigned to dispatchers and supervisors only	
115	Pantry	25%		120	1		120	1		120	150	Locate adjacent to Dispatch Break Room. Include three refrigerators, 1 per shift	
116	Break Room / Kitchenette	25%		500	1		500	1		500	625	Base cabinet, countertop, sink, upper cabinet, dishwasher, 2 microwaves, coffee maker, counter seating for 12	
117	Phone Breakout Rooms	25%		45	2		90	2		90	113		
118	Quiet Rooms	25%		100	2		200	2		200	250		
119	Lactation Room	25%		80	2		160	2		160	200		
120	Sleep Room	25%		100	2		200	2		200	250		
121	A/V Equipment Room	25%		80	1		80	1		80	100	Adjacent to Dispatch Center	
122	Single Use All Gender Shower / Changing / Toilet Rooms	25%		125	3		375	3		375	469	Adjacent to Locker Room	
123	Multi-accommodation Restroom Male	25%		300	1		300	1		300	375	Reuse Core.	
124	Multi-accommodation Restroom Female	25%		300	1		300	1		300	375	Reuse Core	
125	Copier Area	25%		80	1		80	1		80	100	2 copiers. One at floor, one at Supervisors	
126	Recycle Bins	25%		15	1		15	1		15	19		

100 Dispatch Center					Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
127	Public Viewing Gallery	25%		240	1		240	1		240	300	From Public Corridor into Dispatch Center	
128	Elevator Lobby / Stair Sallyport Vestibules	25%		80	3		240	3		240	300		
	Subtotal						7316			7436	9355		
	Circulation						1889			1919			
	Subtotal Departmental Spaces						9205			9355			
	Total DGSF					123	15250		170	17920			
	Series NSF						11656			13536			
	Series Circ						3594			4384			

Preliminary Space Requirements

SNO911

200	Administration & Finance				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Personnel												
	Offices												
200	Administration												
201	Executive Director	25%	PO	300	1	1	300	1	1	300	375		
202	Deputy Director	25%	PO	300	1	1	300	1	1	300	375		
203	Executive Assistant	25%	PO	120	1	1	120	1	1	120	150		
	Finance												
204	Director of Finance	25%	PO	240	1	1	240	1	1	240	300		
205	Sr. Finance Analyst/Contracts Administrator	25%	PO	120	1	1	120	1	1	120	150		
206	Financial Coordinator	25%	PO	120	2	2	240	2	2	240	300		
	Human Resources												
207	Director Human Resources	25%	PO	240	1	1	240	1	1	240	300		
208	Human Resource Generalist	25%	PO	100	2	2	200	2	2	200	250		
	Public Records/Admin Services												
209	PR and Admin Services	25%	PO	140	1	1	140	1	1	140	175	Locate Records Team adjacent to Public Entry	
210	Public Records Coordinator	25%	PO	120	1	1	120	1	1	120	150		
	Snohomish County EMS Admin												
211	Manager	25%	PO	140	1	1	140	1	1	140	175		
	Facility Operations												
212	Facility Operations Manager	25%	PO	140	1	1	140	1	1	140	175		
	Subtotal					14	2300		14	2300	2875		
	Circulation						575			575			
	Subtotal Private Office						2875			2875			

200 Administration & Finance					Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Workstations												
	Public Records/Admin Services												
213	Law Enforcement Records Team	35%	WS	80	2	2	160	4	4	320	432		
214	Admin Assistants	35%	WS	80	2	1.5	160	2	3	160	216		
	Snohomish County EMS Admin												
215	EMS Administrators	35%	WS	80	3	3.0	240	3	3	240	324		
	Facility Operations												
216	Facility Operations Specialist	35%	WS	80	1	1	80	1	1	80	108		
	Subtotal					7.5	640		11	800	1080		
	Circulation						224			280			
	Subtotal Workstations						864			1080			
	Total Personnel Spaces					21.5			25				
	Departmental Spaces												
217	Executive Suite Reception / Waiting	25%		100	1		100	1		100	125		
218	Copy Work Room	25%		120	1		120	1		120	150		
219	Executive Conference Room	25%		360	1		360	1		360	450	Adjacent to Executive Director's Office	
220	Secure Record File Room	25%		300	1		300	1		300	375		
221	Secure HR File Room	25%		300	1		300	1		300	375		
222	Long Term Dead File Storage Room	25%		120	1		120	1		120	150		
223	Coffee Bar	25%		80	1		80	1		80	100		
224	Phone Breakout Rooms	25%		100	3		300	3		300	375	Breakout Rooms for admin support of zoom calls, etc.	
225	HR Interview Room	25%		120	1		120	1		120	150	Size for 4 people	
226	Open Plan Collaborative Work Area w/Work Table and Chairs	25%		260	1		260	1		260	325		
227	Trash Recycle Area	25%		80	1		80	1		80	100	Adjacent to Copy Work Room	
228	Building Operations Workroom	25%		140	1		140	1		140	175	Locate adjacent to Mechanical / Electrical Rooms	

200	Administration & Finance				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Subtotal						2280			2280	2850		
	Circulation						570			570			
	Subtotal Departmental Spaces						2850			2850			
	Total DGSF					21.5	6589		25	6805			
	Series NSF						5220			5380			
	Series Circ						1369			1425			

Preliminary Space Requirements

SNO911

300	Operations				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Personnel												
	Offices												
300	Operations												
301	Director of Operations	25%	PO	240	1	1	240	1	1	240	300		
302	Operations Manager	25%	PO	140	3	3	420	3	3	420	525		
303	Operations Systems Coordinator	25%	PO	120	0	0	0	1	1	120	150		
304	Data Analyst	25%	PO	100	1	1	100	2	2	200	250		
	Subtotal					5	760		7	980	1225		
	Circulation						190			245			
	Subtotal Private Office						950			1225			
	Workstations												
	Subtotal					0	0		0	0	0		
	Circulation						0			0			
	Subtotal Workstations						0			0			
	Total Personnel Spaces					5			7				
	Departmental Spaces												
305	Conference Room	25%		240	1		240	1		240	300		
306	Copier	25%		80	1		80	1		80	100		
307	File Storage	25%		100	1		100	1		100	125		
308	Coffee Bar	25%		80	1		80	1		80	100		
	Subtotal						500			500	625		
	Circulation						125			125			
	Subtotal Departmental Spaces						625			625			
	Total DGSF					5	1575		7	1850			
	Series NSF						1260			1480			
	Series Circ						315			370			

Preliminary Space Requirements

SNO911

400	Information Technology (IT)				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Personnel												
	Offices												
400	Information Technology												
401	Director of IT	25%	PO	240	1	1	240	1	1	240	300		
402	Business Unit Manager	25%	PO	140	1	1	140	1	1	140	175		
	Security & Infrastructure Team												
403	Security & Infrastructure Manager	25%	PO	140	1	1	140	1	1	140	175		
404	Network Engineer I	25%	PO	120	1	1	120	1	1	120	150		
	Applications Team												
405	Applications Team Manager	25%	PO	140	1	1	140	1	1	140	175		
	Radio Systems Team												
406	Radio Systems Manager	25%	PO	140	1	1	140	1	1	140	175		
	Subtotal				6	6	920	6	6	920	1150		
	Circulation						230			230			
	Subtotal Private Office						1150			1150			
	Workstations												
	Security & Infrastructure Team												
407	Network Engineer II	35%	WS	80	1	1	80	2	2	160	216		
408	Systems Administrator	35%	WS	80	2	2	160	2	2	160	216		
409	End User Support Analyst	35%	WS	80	1	1	80	1	1	80	108		
	Applications Team												
410	Applications Support Analyst	35%	WS	80	4	4	320	4	4	320	432		
411	GIS / Operations System Coordinator	35%	WS	80	2	2	160	2	2	160	216		
	Radio Systems Team												
412	Radio Systems Supervisor	35%	WS	80	1	1	80	1	1	80	108		

400 Information Technology (IT)				Verified 2023			Projected 2038				REC DGSF	Remarks	Essential Facility Designation
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF			
413	Electronic Communications Specialist	35%	WS	80	5	5	400	6	6	480	648		
414	Facilities Logistics & Fleet Coordinator	35%	WS	80	1	1	80	2	2	160	216		
431	Warehouse Supervisor	35%	WS	80	1	1	80	1	1	80	108		
	Subtotal					18	1440		21	1680	2268		
	Circulation						504			588			
	Subtotal Workstations						1944			2268			
	Total Personnel Spaces					24			27				
	Departmental Spaces												
415	Training Multipurpose Room / NOC	25%		1000	1		1000	1		1000	1250	A/V system w/wall mounted video monitors. Movable furniture / flexible reconfiguration. Include NOC wall-mounted monitor system	
416	Small Conference Room	25%		240	1		240	1		240	300		
417	Phone Breakout Rooms	25%		80	2		160	2		160	200	Breakout Rooms for zoom meetings or personal calls	
418	IT / Radio Tech Work Room	25%		500	1		500	1		750	938	Perimeter work carrels, work bench, center table with equipment storage shelves	
419	Equipment Storage	25%		100	1		100	1		100	125		
420	Copier	25%		80	1		80	1		80	100		
421	Coffee Bar	25%		80	1		80	1		80	100		
422	Files	25%		100	1		100	1		120	150		
423	Telcom POE	25%		90	2		180	2		180	225	Two independent telcom providers	
424	MDF	25%		25	10		250	15		375	469	10 racks per room @ 25 SF per rack	
425	IDF	25%		125	3		375	3		375	469	1 per floor	
426	A/V Racks	25%		50	3		150	3		150	188	1 per floor	
427	Fiber Termination Closets	25%		60	2		120	2		120	150		
428	Joint IT / Radio Server Room	25%		1100	1		1100	1		1350	1688	34 server racks @ 25 SF each, 20 radio racks plus internal circulation	

400 Information Technology (IT)				Verified 2023			Projected 2038					Essential Facility Designation	
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF		Remarks
429	Rooftop Rail System	0%		120	1		120	1		180	180	Rail system for 12 roof mounted whip antennae	
430	Rooftop Radio Parapet	0%		25	1		25	1		38	38	Parapet for microwave dishes approx. 15' above current rooftop	
	Subtotal						4580			5298	6568		
	Circulation						1109			1270			
	Subtotal Departmental Spaces						5689			6568			
	Total DGSF					24	8783		27	9986			
	Series NSF						6940			7898			
	Series Circ						1843			2088			

Preliminary Space Requirements

SNO911

500	Building Support				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Departmental Spaces												
500	Staff Support												
501	Secure Public Entry Lobby	25%		268	1		268	1		268	335	Sallyport type w/intercom and door interlock	
502	Public Meeting & Board of Directors Room	25%		900	1		900	1		900	1125	Locate adjacent to Secure Public Lobby and Public Restrooms	
503	Commons Break Room w/Kitchen	25%		1800	1		1800	1		1800	2250	Enterprise wide meeting area. Includes full kitchen base cabinets, countertop, sink, dishwasher, residential range, two microwaves, two refrigerators, upper cabinets and vent hood.	
504	Commons Activity Area	25%		400	1		400	1		400	500	Enterprise wide activity area Game tables	
505	Fitness Room	25%		800	1		800	1		800	1000		
506	All Gender, Single Use Public Restrooms	25%		90	2		180	2		180	225	Adjacent to Public Lobby	
507	Staff Restrooms	25%		500	1		500	3		1500	1875	Not covered by BGSF. Reuse existing core all floors.	
508	ADA Single-accommodation Restroom Unisex	25%		72	1		72	1		72	90	Locate on ground floor for public use	
	Building Support												
509	Main Electrical Room	25%		250	1		250	1		250	313	Verify size with Electrical Engineer. Not covered by BGSF. Reuse existing core if possible	
510	Parallel Switch Gear Room	25%		250	1		250	1		250	313	Coordinate with Electrical Engineer	
511	UPS Room	25%		300	1		300	1		300	375	Coordinate with Electrical Engineer	
512	Electrical Distribution Room	25%		80	3		240	3		240	300	One per floor. Subpanel closets	
513	Mechanical Room	25%		800	1		800	1		800	1000	Verify size with Mechanical Engineer	

500 Building Support					Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
514	Fire Sprinkler Riser Room	25%		80	1		80	1		80	100		
515	Janitor Closets	25%		45	3		135	3		135	169	One per floor	
516	Building Storage	25%		200	1		200	1		200	250	Adjacent to Receiving Area	
517	Fire Stair Cores	25%					0			0	0	Space allocated in Building Spaces / Circulation (15%)	
518	Elevator	25%					0			0	0	Space allocated in Building Spaces / Circulation (15%)	
519	Elevator Equipment Room	25%					0			0	0	Space allocated in Building Spaces / Circulation (15%)	
520	Receiving Area	25%		240	1		240	1		240	300		
											0		
	Subtotal						7415			8415	10519		
	Circulation						1854			2104	2104		
	Subtotal Departmental Spaces						9269			10519	10519		
	Total DGSF					0	9269		0	10519			
	Series NSF						7415			8415			
	Series Circ						1854			2104			

Preliminary Space Requirements

SNO911

600	Site Requirements				Verified 2023			Projected 2038					
Ref. #		Circ	Type	NSF	Unit 2023	Staff	Total NSF	Unit 2038	Staff	Total NSF	REC DGSF	Remarks	Essential Facility Designation
	Site Requirements												
	Staff Outdoor Break Area			300	1		300	1		300			
	Rooftop Communications Antenna Array						0			0		Refer to Ref. #s 427 and 428	
	Emergency Generator			300	2		600	2		600		Coordinate with Electrical Engineer	
	Trash Area			300	1		300	1		300			
	10,000 Gallon Potable Water Storage Tank				1		0	1		0		Verify size w/Mechanical Engineer	
	10,000 Gallon Fire Water Storage Tank				1		0	1		0		Verify size w/Mechanical Engineer	
	10,000 Gallon Sewage Storage Tank				1		0	1		0		Verify size w/Mechanical Engineer	
	Radio Site Storage Garage			2400	1		2400	1		2400		3, 20' x 40' Bays w/Coiling Rollup Doors. Assume pre-engineered building. Within secure perimeter	
	Dog Kennel			200	1		200	1		200			
	Total Site Requirements						3800			3800			
	Parking Requirements												
	Visitor Parking				10			10					
	Secure Staff Parking				110			128					
	Secure Departmental Vehicles				4			4					
	Radio Trucks				5			6					
	Total Parking				129			148					

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

May 17, 2023

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☐ Willie Harper	Fire District 25
	☒ John Chalfant	South County Fire	☐ Mike Worthy	Fire District 27
	☒ Jason Hodkinson	Fire District 4	☒ Mike Calvert	Everett Fire
	☐ Seth Johnson	Fire District 5	☒ Jeff Cole	Marysville Fire
	☐ Ryan Shaughnessy	Fire District 15	☒ Blake Engnes	Mukilteo Fire
	☐ Justin Johnson	Fire District 16	☒ Dave Kraski	North County RFA
	☐ Jim Haverfield	Fire District 17	☐ Brett Blankenship	Paine Field Airport FD
	☒ Keith Strotz	Fire District 19	☒ Steve Guptill	SRFR
	☐ Chad Schmidt	Fire District 21	☐	
	☐ Travis Hots	Fire District 22	☐	
	☐ Joel Johnson	Fire District 24	☐	
Alternates in Attendance	☒ Whitney Mansfield	Fire District 4	☐ Ned Vander Pol	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
	☐	Fire District 24	☒ Ryan Lundquist	SRFR
	☒ Dave DeMarco	Everett Fire	☐ Thad Hovis	SCF
Guests and Staff in Attendance	Colby Titland, SRFR	Jeremy Waldner, SNO911	Meg Bittinger, SNO911	
	Dave Oliveri, Paine Field	Derek Wilson, SNO911		
	Theresa Ramey, NCFEMS	Brittney Martens, SNO911		
	Kurt Mills, SNO911	Chris Gass, SNO911		
	Terry Peterson, SNO911	Brent Meyer, SNO911		
	Andie Burton, SNO911	Howard Tucker, SNO911		

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

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

1. ANNOUNCEMENTS. N/A

2. APPROVAL OF MINUTES. A motion was made by John Chalfant to approve the March, 2023 Fire TAC / Ops meeting minutes as written. Seconded by Ryan Lundquist. Unanimously approved.

3. COMMITTEE UPDATES.

- A. PTCC / NWS.** *Brent Meyer* – Jeff Cole is now an official member of PTCC – congratulations to him. There is another round of Windows updates coming up on Tuesday, June 6th, from 0100-0700. This will be a complete New World outage, and dispatch will be on CAD Lite. There were no objections from the group so they will proceed as planned and get a notification out when they get closer to the date. The CAD Lite interface has been installed, so the manual call entry into Tyler CAD should go away, which should increase how quickly agencies get their incident numbers. For the next New World software version upgrade – they are looking at doing an ‘Early Takers’ Program. They are hoping to get the software sometime in July and go live with it in Quarter 1 of next year, so it will be a lengthy process. It was time for elections for PTCC - Brent

was re-elected Chair, and Travis Katzer from Everett PD was elected Vice Chair. Finally, a new Fire Call Type has been added for social workers. Per Chris Gass, this started with Everett Fire and their social workers program, where the social workers do follow ups with patients that have been referred. Call Type will be CARE, and it will be used for social workers and other mental health professionals. After much discussion, a motion was made by Jason Hodkinson to create the CARE Type Code, which will be field initiated. Seconded by John Chalfant. Motion passed with Ryan Lundquist opposing, and Eric Andrews abstaining.

- B. Technical Update.** *Brent Meyer* – A couple of PSAP notifies have gone out regarding a power outage that will be happening on Monday, May 22nd. The City of Everett is working with PUD and the power will be cut at North Campus at 0900, so SNO911 will be on generators for back-up.
 - C. Radio Replacement Committee.** *Howard Tucker* – They are still on schedule for the cut over end of 2024. They have been sending Rave notice alerts to reduced coverage areas. They have been turning off radio sites when tower work is going on to protect the tower workers from RF energy. They have not received any comments or complaints, but as they progress through the site work, please let them know if you do have any issues.
 - D. Radio Procedures Committee.** *Derek Wilson* – Recapped the NurseLine policy changes and workflow. The request to TAC is that they approve the change in policy for cancelling units already assigned to calls that are responding. A motion was made by Jason Hodkinson that calls transferred to the NurseLine can be cancelled by dispatch. Seconded by Mike Calvert. Motion passed, with Ryan Lundquist and Eric Andrews opposing.
 - E. Fire User Group.** N/A
 - F. Fire Standards/Data.** *Brittney Martens* – They met last week and they are just shoring up the wall time dashboard, trying to make sure that all of the definitions are aligned across the agencies and that they are reporting accurate data. They hope to get it out soon.
 - G. County Fire Resource Plan Committee.** *Derek Wilson* – They haven't met but are planning to this month. Derek hopes to have an update for next Fire TAC.
 - H. SNO911 DRC/DSC.** *Terry Peterson* – The committee met yesterday, and after taking about 3 or 4 months to deal with NurseLine, they are back on the standard agenda and looking at accreditation.
4. **SNO911 UPDATE.** *Kurt Mills* – Terry VanOpdorp, SNO911's GIS Coordinator, is retiring at the end of this month and moving to Florida. Chris Gass is leaving the agency as well and moving to New York. He will work remotely for a bit to help get SNO911 through the transition. They are actively recruiting for a combined GIS/Operations Coordinator position, have already done some interviews, and hope to have the position filled soon.
5. **OLD BUSINESS.**
- A. First Due Workgroup.** *John Chalfant* – Todd Anderson is not present, but the First Due Workgroup is moving forward and it should be up and running by the end of the year. Per Eric, the Fire Chief's Association approved the policy that Todd spoke of at March Fire TAC.
 - B. Visual Map Perimeters for Rescuers.** *Derek Wilson* – SNO911 uses map perimeters fairly regularly for police calls. Derek would like to ask the Radio Procedure Sub-Committee to collaborate and do a training for both dispatch staff and fire crews. Right now it is primarily a Supervisor function. Derek feels like using perimeters is a good tool for any incidents where someone is lost on a trail, floating down a river, etc. Derek feels that everyone should at least know about this tool and know they have access to it.

6. NEW BUSINESS.

- A. Radio Use MOU – Paine Field Operations.** *Derek Wilson* – Paine Field has a bunch of new radios coming in, so they are trying to get access to the fire talk groups as well as the IO channels for the Operations folks. Derek wants to make sure there are no objections. There was no opposition from the group.
- B. Fire Requests for Police.** *Derek Wilson* – At the last Police TAC meeting there was discussion about incidents when police are called to assist fire. Recently, Mukilteo Police were asked to run code to an incident when it wasn't necessary, because they weren't given the information they needed from dispatch. Derek thinks that unless the situation is a Code Blue response, there should be an explanation as to why police are requested. The group agreed, so Derek will have Jeremy Stocker draft up some training for these types of scenarios for the fire side and dispatch.
- C. FRP Subcommittee FOC Recommendation.** *Derek Wilson* – Derek recapped the discussion from the February Fire TAC meeting regarding the FOC process. The MOU Committee was tasked with handling this along with the County Resource Plan and the Resource Depletion part of things, since they are heavily related. The committee has met a few times, and they think they have enough to start and get things tentatively approved by Fire TAC. In an effort to make sure there are no major objections to what they have so far, Derek went over a PowerPoint showing the details of the suggested FOC process. He will follow up and email the PPT slides to Fire TAC.
- D. Units Stay in AIQ Status When Not Physically AIQ.** *Eric Andrews* – Eric brought this up because there are several agencies that will use the AIQ status when they are at a call out of their district, or even when they are leaving the hospital. He believes this done for a couple reasons – one of them being to make themselves not dispatchable to a call that is not in their area as they are traveling from a hospital back to their station. The problem is that units that are farther away end up getting dispatched, and it's messing up a lot of dispatches. Eric feels that AIQ should mean AIQ, and that status is not being used correctly. Andie and Derek both shared the view that the status should be used correctly so that CAD can effectively do its job. Motion made by Eric Andrews to enforce that AIQ means AIQ. Seconded by Blake Engnes. Unanimously approved.

7. GOOD OF THE ORDER. *Derek Wilson* – Derek has one more correction on the MOU for Paine Field Operations. It is for the digital and analog IO channels only. Motion made by Eric Andrews to approve digital and analog IO access for Paine Field Operations. Seconded by John Chalfant. Unanimously approved.

Terry Peterson. SNO911 has hired Berk Consulting on behalf of the Fire Chief's Association. There is a kick-off meeting scheduled with them to give them some high level direction. They will be focusing on where fire agencies can work better into the future, and try to look out 10-15 years on how they're operating around the County. Berk will be contacting the leadership from each fire agency, or any other interested stakeholder, to set up meetings, and Terry anticipates that this will start in June.

8. ADJOURN. The Fire TAC / Operations Committee adjourned at 2:46 p.m.

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

**Snohomish County 911
Finance Committee
Meeting Summary for June 8, 2023 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Derek Daniels	✓	Jenna Nand	✓
Jim Lawless	✓	Ken Klein	✓		
Staff and Guests					
Kurt Mills	✓	Terry Peterson	✓	Wade Anderson	✓
Sharon Brendle (notetaker)	✓	Tiffani Brown	✓		

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

1. **Call to Order and Announcements.** The meeting was called to order at 1:35 p.m. by Chair Dave DeMarco. Kurt welcomed Edmonds Councilmember Jenna Nand to the committee.
2. **Reports.**
 - A. **Blanket Voucher Report for May.** There were no questions. Derek Daniels moved and Jim Lawless seconded to recommend the Board approve the Blanket Voucher Report for May. The motion passed.
 - B. **Fund Balance Report for May.** Informational only. Wade pointed out that Fund 150 (ICS) is still over \$50 million. The account is currently getting a little over 2% interest. This account will start decreasing rapidly once construction starts.
3. **New Business.**
 - A. **Capital Funding Strategy.** Kurt gave some background in the way the capital plan has been funded in the past. He explained there has been recurring discussions in the past about potentially budgeting for capital. He reported that the capital needs are robust and added that the agency is the host for a number of critical systems used by all of the police and fire agencies, radio systems, and 911. He added that having a capital plan is a very important component of SNO911's system, and the plan for funding it hasn't changed for over 15 years. It includes using end of year carryover or underspent dollars, as well as residual E911 funds to fund the plan. He pointed out some historical figures showing the amounts of the funding, and explained that with budgeting for the capital plan, assessments would likely need to be increased. It was discussed that this approach has been effective and does not require us to pass on capital costs to agencies assessments. It was observed that underspend in 2019 and 2020 was lower than typical largely due to the merger and consolidations. Following discussion, the committee took action.

Derek Daniels moved to recommend the board maintain the existing capital funding philosophy. Evaluate the effectiveness of the approach annually and change the process if necessary. Anticipate further evolution of capital planning post replacement project completion. The motion was seconded by Jim Lawless and approved unanimously.
 - B. **Granite Falls Tower Site Lease Renewal.** Terry reported that one of the radio towers at Granite Falls resides on Weyerhaeuser property. Their lease is up for renewal and will expire at the end of the month. They are asking for approval to renew for another 25 year term. Terry said he anticipates legal review will be complete by the time the board meets next week. Staff is recommending the action be placed on the consent agenda.

Jim Lawless moved to recommend for the consent agenda before the full board, authorizing the Executive Director, or his designee, to sign the Granite Falls Tower Site lease renewal with Weyerhaeuser Timber Holdings, Inc., pending final legal review. The motion was seconded by Ken Klein and approved unanimously.

- C. **Future Facility Permit Costs.** Terry reported that they anticipate permit costs for the future facility to be about 1% of the overall construction budget, or approximately \$320,000. They are starting to receive invoices for permit fees with the City of Everett, and don't want to delay the process. Staff is asking for authorization to pay those fees as they're received, up to a total not to exceed \$350,000. This includes some room for contingency.

Jim Lawless moved to recommend for the consent agenda before the full board, approving the Executive Director to authorize expenditures for permit fees for the future facility project, not to exceed \$350,000. The motion was seconded by Ken Klein and approved unanimously.

4. **Good of the Order.**

- Ken brought up the topic of increasing the signing limit. He reported that the County is in the process of changing theirs from \$25,000 to \$50,000. There was discussion on whether changes should be made at SNO911 and several members felt \$25,000 seemed low for an agency of its size. The Committee requested staff evaluate adjusting the policy and come back in July. Kurt added that they should also review other matters contained in the policy, such as lease or maintenance agreement renewals, that they have been discussed. The committee members were all in agreement with this. Dave DeMarco will include this in his Finance Committee report to the Board.
- Terry brought up the question of whether or not the governance structure surrounding the management of the tax revenue fund could be improved upon. This applies to the current framework of the ECSF (Emergency Communications and Facilities Advisory Board) 1/10th of 1% sales tax revenue. While SNO911 is responsible for creating a long-term forecast for the use of the tax revenue and to ensure they are meeting the intent that was established in the county code, they don't have direct ownership of the funds. He added that they have followed the County's plan, but have some improvements they'd like to recommend to the overall process and governance. They're interested in moving the fund ownership directly to SNO911. The County would still receive the funds, but instead of the intermediary steps of program advisory board, Executive's Office, and Snohomish County Council, the county would remit the amount collected over to SNO911. SNO911's governing board would then be responsible for managing the funds in the long term. He explained that this is the way it's set up in Pierce County for South Sound 911. He added that Pierce County produces a Tax Accountability Report which shows how much tax revenue was received, where it is being spent and the amount of fund balance remaining. We have been asked by Board Members for more reporting on the use of the tax revenue however since the agency doesn't manage the funds, they can't create the report. Terry is seeking the committee's support in continuing to pursue some improvement in the governance structure and management of the tax revenue, and at minimum would like to be able to produce an accountability report. He also spoke about the challenge associated with funds being available for long-range planning, such as funding the radio system replacement down the road.
- Jenna asked for suggestions on what agency she could approach regarding volunteers from the American Legion who want to find ways to participate in emergency disaster response, including the training of veterans in the community. This would involve Ham Radio training, including training those that are bilingual in other languages, like Mandarin and Korean. The committee recommended contacting the Department of Emergency Management (DEM). Lucia Schmidt is

the new DEM Director there. Jim Lawless added that DEM is very connected to the Ham Radio community.

5. **Adjourn.** The meeting was adjourned at 2:16 p.m. The next meeting is scheduled for July 13, 2023 at 1:30 p.m.

**Snohomish County 911
Personnel Committee
Meeting Summary for June 7th, 2023 - 9:00 a.m.**

Meeting Attendance:

Committee Members					
George Hurst, Chair	x	Thad Hovis	x	Jonathan Ventura	x
Staff Support Team					
Kurt Mills	x	Terry Peterson	x	Rosie Akopyan	x
Tiffani Brown (notetaker)	x				
Guests					
Ethan Nash – Nash Consulting	x				

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

The meeting was called to order by Committee Chair George Hurst at 9:11 a.m.

- 1. Review Staffing Report.** Terry noted the success on the recent recruitment and the uptick in volume of candidates. Currently the focus is on the job training, recognizing the time commitment that entails. He also reiterated the adjustment in percentage metrics which included the additional 6 FTEs approved by the board. Terry reminded the committee that by changing the denominator, the overall percentage on Center Staffing Strength is now adjusted as well.
- 2. Employee Survey Discussion.** Kurt introduced Ethan Nash, the owner of Nash Consulting, who is the firm hired by SNO911 to produce and conduct the Employee Survey. Ethan gave an overview on how his firm is structuring and creating the survey. He shared a general outline (included in the packet) on the measurable areas the survey will touch on, emphasizing this is in a draft form.

It was decided that the survey will be distributed on July 10th with a hopeful targeted return response rate of 70% from SNO911 staff.

- 3. Round Table.** Kurt let the committee know that Rod Younger will be attending the next Board meeting to get Board approval for the contract negotiations with the dispatcher's union.

Chief Ventura announced he will be absent from July – September, attending training.

- 4. Good of the Order:** None.
- 5. Next Personnel Committee Meeting, Wednesday, July 12, 2023 at 9:00 a.m.**

The committee adjourned at 10:16 a.m.

Snohomish County 911
Future Facility Committee
Meeting Summary for June 6, 2023, 1:00 – 2:00 pm
Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	George Hurst		Steve Guptill	
Richard Emery		Jeraud Irving	✓		
Staff Support Team					
Kurt Mills	✓	Wade Anderson	✓	Sharon Brendle	✓
Terry Peterson	✓	Steve Lawlor	✓	Tiff Brown	✓

Decisions are underlined. Follow up items are in *italics*.

1. **Call to Order.** The meeting was called to order at 1:01 p.m. by Chair Dave DeMarco.
2. **Project Updates:**
 - a. **Facility Programming Worksheet** - While the project is still in the early stages, Kurt presented this information in an effort to share details about the planning process for the new facility. He explained that they've been looking at their planning document while they work through their space needs. This shows the amount of space needed now and what they anticipate needing in 2038. Terry added that the challenge of this is that while there's roughly 85K square feet total between the two buildings, there are size and shape constraints with an existing structure. He added that they did plug in some extra office space for potential EMS needs, in the event they join into the agency. Asked about how much extra room they may have in the buildings, Terry said that they estimate they'll have between two and three vacant floors not occupied by SNO911 staff: two vacant floors in Building A, and one vacant floor in Building B. Kurt added that even though they're starting to design from the plan, nothing is locked down yet, and is always subject to change. Their goal is not to run out of space within a year of them moving in. Considering future needs, they've also included possible space for 988 and 311 answering stations.
 - b. **Budget Status – A budget report was reviewed and it was discussed we would be making more changes and updates to provide additional detail.** We are still well within the board authorizations and expenses are tracking well. They are beginning to see some significant cost expenditures, with a funding request going first to the Finance Committee to cover permit costs to the City of Everett.
3. **Dispatcher Console Evaluation.** Kurt reported that they started an RFI (Request for Information) a couple of years ago where they started reviewing dispatch consoles. Their list has been narrowed down to four vendors, who have been invited to come and set up one console station in the new building so that dispatchers can evaluate the different models. This evaluation session has been scheduled for September.
4. **Round Table.**

- Wade pointed out that there is still \$50,700,000 in the ICS (Investment Sweep Account). They continue receiving interest on the deposits, which was around \$85K in May but still under the legal cap.
- Terry added that Wade is working with the Snohomish County Assessor's office and looking into changing over to a tax-exempt status for property taxes on the new building. This would be a savings of \$180K a year.
- Terry added that they are also working through the "Target-Value-Design" meetings, with Steve Lawlor attending as the Project Lead. He described how they have communicated their high-level needs and wishes to the design team who then puts together a budget based on very rough estimates. He went on to explain that with each meeting (3 are scheduled) the design will get more realistic and finely tuned, along with the budget.
- Kurt added that the Tech Department is currently working on a transition plan of how the agency will maintain operations and transition all the technology from one building to another while not losing any redundancy.
- Asked about the tower that is currently connected to the building, Kurt said that will remain with the building. SNO911 will shrink their footprint down to only include the tower and a separate enclosure to be added. He further reported that six months ago they informed the City of Everett departments and offices that they would be vacating the site, so that the city would be aware of the space's potential and availability for future use.

5. **Next meeting.** The meeting was adjourned at 1:14 pm. The next meeting is scheduled for Tuesday, July 11, 2023 at 1:00 pm.