

SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
July 20, 2023 at 8:30 a.m.
Web Conference – Join Zoom Meeting

<https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMIJuT2ZXMTYVU8rSnBkUT09>

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
 - B. Announcements
- 2. Public Comments**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - A. Minutes from the June 15, 2023 Regular Board Meeting.....3
 - B. June 2023 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1009 - 1012, and 17540 - 17658, for a total of \$1,221,806.51
 - ii. Payroll Direct Deposit, in the amount of \$1,317,588.26
 - C. APF – Fleet Expansion Requests. Authorize staff to move forward with the Everett Fire and Marysville PD fleet expansion requests to be funded using Fund 140.6
- 5. Director’s Report**
 - A. Schedule a Board Future Facility Project Overview..... 11
- 6. Old Business**
 - A. SCEA Contract Negotiations 13
- 7. New Business**
 - A. APF – Tower Site Agreements.....20
 - B. APF RRP – Radio System Maintenance Agreement.....60
 - C. APF – Radio Policy 10, 11 & Interoperability MOU.....62
 - D. Tax Except Status
- 8. Reports**
 - A. Agency Report71

	B. Future Facility Project Update	
	C. Radio Replacement Project (RRP)	
	D. Police TAC.....	81
	E. Fire TAC	84
9.	Committee Reports	
	A. Finance Committee.....	89
	B. Personnel Committee	91
	C. Future Facility Committee	92
	D. County EESCS Committee (formerly County E911 Office)	
	E. County ECSF Program Advisory Board	
10.	Executive Session (if needed)	
11.	Good of the Order	
12.	Adjourn - The next meeting is scheduled for August 17, 2023	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

June 15, 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	SNO911
	☒ Steve Guptill	SRFR	☒ Terry Peterson	SNO911
	☒ Don Waller	Marysville Fire	☒ Andie Burton	SNO911
	☐ Ryan Shaughnessy	Fire District 15	☒ Marlin Herolaga	SNO911
	☒ Ian Huri	SCSO Undersheriff	☒ Rosie Akopyan	SNO911
	☒ Ken Klein	Snohomish County	☒ Wade Anderson	SNO911
	☒ Dan Templeman	Everett Police	☒ Howard Tucker	SNO911
	☐ Judy Tuohy	Everett	☒ Steve Lawlor	SNO911
	☒ 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	☐ Jim Nelson	Lynnwood Police
	☒ Roy Waugh	SRFR	☒ Jim Lawless	Marysville Police
	☐ Chad Schmidt	Fire District 21	☐ Jenna Nand	Edmonds
	☐ Dara Salmon	Snohomish County	☐ Cheol Kang	Mukilteo Police
	☐ Scott Robertson	SCSO Bureau Chief	☒ Jeff Beazizo	Lake Stevens Police
	☐ Jeraud Irving	Everett Police	☐ Dale Kaemingk	Brier
	☐ Don Schwab	Everett		
Guests and Staff in Attendance	Elizabeth Mitchell - Woodway Councilmember		Alicia Berget - SNO911 Public Meeting Site	
	Rod Younker - Attorney		Tiffani Brown - SNO911 Notetaker	
	Sharon Brendle - SNO911			

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order and Roll Call	President Nehring called the meeting to order at 8:30 a.m. Roll was taken and a quorum was confirmed.	
2. Approval of Agenda	The director asked that the agenda be amended to move the Executive Session up to the first item as the guest, Attorney Rod Younker had a hard stop at 09:00. <i>Councilmember George Hurst moved to approve the agenda as amended. The motion was seconded by Assistant Chief Rod Sniffen and approved unanimously.</i>	Amended agenda approved
3. Executive Session	Attorney Jordan Stephens moved the Snohomish County 911 Board of Directors into Executive Session at 8:33 a.m. pursuant to RCW 42.30.140 to discuss strategy or a position to be taken by the governing body during a course of collective bargaining or professional negotiations or reviewing the proposals made in negotiations or proceedings while in progress. The Executive Session was expected to run for 15 minutes and conclude by 8:50, with plans that they will return and rejoin the Regular Board meeting as described in the agenda. - At 8:50 the Executive session was extended for 5 minutes. - At 8:55 the Executive session ended and the Board moved back into regular session.	

4. Announcements	i. Director Peterson advised the Board that Mukilteo Police and Alternate Board Member Chief Cheol Kang has taken another position. He added that Lynnwood Police Chief and Alternate Board Member Jim Nelson has announced his retirement. Terry thanked both of them for supporting the Agency over the years. ii. Assistant Chief Guptill's Retirement – Director Mills spoke about Chief Guptill's decades long commitment to the Agency and many of the board members provided accolades and appreciation for Chief Guptill's career.	
5. Public Comments	None.	
6. Consent Agenda	<i>Councilmember George Hurst moved to approve the Consent Agenda, including:</i> A. Minutes from the May 18th, 2023 Regular Board Meeting 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 legal review. 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. Assistant Chief Guptill seconded the motion and it was approved unanimously.	Consent Agenda Approved.
7. New Business	A. South Campus Lease Extension: Prior to the merge SNOCOM had worked out a lease arrangement with the City of Mountlake Terrace (through an interlocal agreement) trading improvements/upkeep of the facility in lieu of rent. This agreement expires next week. Mountlake Terrace is offering to extend the agreement through the end of the year. Staff is requesting the board allow Director Mills to sign the amendment locking in that negotiation through 2023. Staff will work on a replacement lease agreement to present at the end of the year. Councilmember Hurst moved to amend the Interlocal Agreement between the City of Mountlake Terrace and SNO911 as written in the Amendment attached in the board packet. Assistant Chief Guptill seconded, and it was approved unanimously.	Motion Approved
8. Old Business	A. Capital Plan Funding Strategy. Director Mills reminded the board that last year there was some discussion about having the SNO911 Finance Committee adjust the capital funding strategy. He shared a document showing the carryover from year to year. While no action was requested from the board the Finance Committee recommends to continue this strategy.	
9. Reports	A. Agency Report. This report was provided in the board packet with nothing further to add. B. Future Facility Project Update. Kurt announced that in September, four different contractors will be setting up mock	

	dispatch work stations in the new facility so the dispatch team can compare and contrast each console. The goal is to pick the best fit for the agency's needs. C. Radio Replacement Project (RRP) No update. D. Police TAC Chief Lawless reported they discussed the New World upgrade happening next week. E. Fire TAC: Scheduled to meet next week.	
10. Committee Reports	A. Finance Committee. Director Mills reported that the committee discussed the current Purchasing Policy. There was a suggestion that some of the topics be amended. Staff will revisit the policy and evaluate on whether the proposed changes are appropriate. B. Personnel Committee. Councilmember Hurst gave an update on the Employee Survey which will be released July 10th with hopes of a 70% participation rate from SNO911 staff. C. Future Facility Committee. Covered during 9.B. D. County EESCS Committee (formerly County E911 Office). None E. County ECSF Program Advisory Board. None	
Good of the Order	Terry updated the Board on the progress of the Fire Department feasibility study that was contracted by SNO911 on behalf of Snohomish County Fire Chief's Association. The study is being conducted by Burke Consulting with projections of a 5-15 year outlook. Interviews with every firefighter and interested stakeholder will be conducted over the next 30-45 days. They will preview their findings in September, possibly holding that meeting instead of separate Fire TAC and Chiefs meetings that month.	
Adjourned	The meeting was adjourned at 10:23 a.m. The next regular meeting is scheduled for July 20, 2023, at 8:30 a.m.	



Action Proposal Form

Date: July 3, 2023

Title: Radio Fleet Expansion Requests

Background / Purpose:

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

Current 2023 fleet expansion requests and staff recommendations and are included below.

Table 1 – Known and Approved Fund 140 Requests 2023 YTD

Date	Agency	Type	Estimated Amount	Staff Recommendation	Board Action
1/19/2022	Task Force	Growth	\$250,000	Immediately Fund from Fund 140	Approved FEB
12/15/2022	SCSO – Park Rangers	Growth	\$0	Provide from current stock	Approved FEB
1/10/2023	Mill Creek PD	Growth	\$0	Provide from current stock	Approved FEB
1/11/2023	Monroe PD	Growth	\$0	Provide from current stock	Approved FEB
1/15/2023	Tulalip Bay Fire	Growth	\$0	Provide from current stock	Approved FEB
1/12/2023	South County Fire	Growth	\$80,538	Immediately Fund from Fund 140	Approved FEB
1/25/2023	North County Fire	Growth	\$0	Provide from current stock	Approved FEB
2/7/2023	Everett Fire	Growth	\$0	Provide from current stock	Approved FEB
2/9/2023	Edmonds PD	Growth	\$108,061	Immediately Fund from Fund 140	Approved FEB
3/24/2023	Lynnwood PD	Growth	\$0	Provide from current stock	Approved APR
4/7/2023	SCSO Auto Theft TF	Growth	\$5,000	Immediately Fund from Fund 140	Approved APR
4/7/2023	SNO911 O3 Control Heads Stock	Stock	\$10,000	Immediately Fund from Fund 140	Approved APR
4/10/2023	Silvana Fire	Growth	\$0	Provide from current stock	Approved APR
5/1/2023	County Airport Fire	Growth	\$0	Provide from current stock	Approved MAY
5/5/2023	North County Fire	Growth	\$0	Provide from current stock	Approved MAY
6/5/2023	SCSO	Growth	\$13,508	Immediately Fund from Fund 140	Approved June
6/12/2023	Everett Fire	Growth	\$7,660	Immediately Fund from Fund 140	Pending
6/22/2023	Marysville PD	Growth	\$67,538	Immediately Fund from Fund 140	Pending

Summary of 2023 Anticipated Fund Activities

Updated: June 5, 2023

Starting Fund Balance	\$719,231.01	\$150K Contribution
Lost/Stolen/Damaged	\$0.00	No Reports
Expected Reimbursement	\$0.00	No Reports
Actual Reimbursement	\$0.00	No Reports
		Task Force, South County Fire, SCSO Auto Task Force, SNO911 Stock
Fleet Expansion/Growth	(\$542,305.00)	
Anticipated Ending Fund Balance	\$176,926.01	

Details were reviewed and discussed at the July Finance Committee and the committee supports bringing this forward to the Board, as a Consent Agenda item.

Suggested Action/Recommendation:

Authorize staff to move forward with the Everett Fire and Marysville PD fleet expansion requests to be funded using Fund 140.

Fund: Fund 140



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Everett Fire Department Date: 6/12/23

Contact Name: Dave DeMarco

Email: ddemarco@everettwa.gov Phone: 425-257-8100

Describe the specific quantity and type of radio equipment being requested (e.g. 1 APX8000 Portable Radio)		
Quantity	Model No.	Type
1	Mobile Radio	

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

V0366 is a fleet expansion that arrived earlier than expected. It is a marked emergency vehicle and will require a fire mobile radio.

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

David DeMarco Digitally signed by David DeMarco
Date: 2023.06.12 13:30:59 -07'00'

Signature of Agency Head, Mayor or Council President Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board of Director's Action

Request approved for Immediate Funding ☐

Denied ☐

Queued ☐

Additional information requested:

Reason, if denied:

SNO911 Board President

Date Signed



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Marysville Police Department Date: 6/22/23

Contact Name: Jeff Franzen, Admin Sergeant

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

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
Example: 1	APX8000	Single-Band, charger, etc.	March 13, 2022
10	APX8500	Mobile Radio Sets	

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

We are adding 10 more vehicles to our fleet and are in need of 10 additional mobile radio set ups due to this fleet expansion.

We are taking delivery soon and will need the equipment in the upcoming months.

 E. SCARPON, CHIEF 6-22-2023
Signature of Agency Head, Mayor or Council President Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board Action

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



Director Report

Date: 7/17/2023

The Future Facility Project is progressing well through Target Value Design (TVD) where Electrical, Mechanical, Civil, Structural and Physical Threat Assessment contractors utilize pre-design concepts to develop meaningful cost estimates that are foundational to reaching Guaranteed Maximum Price (GMP).

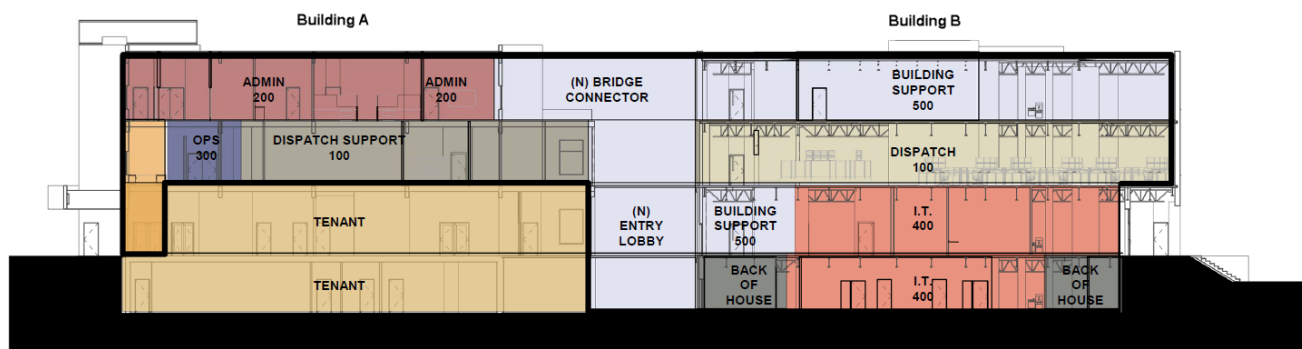
We are requesting the Board attend a 60-minute Zoom session for the project team including Lydig, OAC & RDC to provide an update and share progress and status.

We are seeking consensus from the Board on one of the following three options for this presentation.

1. August 17th, 10:30-11:30
2. August 23rd, 2:30 – 3:30
3. August 31st, 1:00 – 2:00

During the session we will share pre-design concepts and provide in-depth details, cost estimates and plans. The TVD3 image below is an pre-design example of a sideview of the two buildings.

TVD3 - Pre-design Conceptual



2024 Budget Timeline

Next year's budget prep has commenced. Expect first review of draft SNO911 budget in August.

- ✓ July – Budget Assumptions at Committee
- ✓ July – Board direction for SCEA CBA
- ☐ Aug – Draft Budget at Committee and Board
- ☐ Sept – Budget Approval (By Sept 31st, per ILA)

*Although separate from the SNO911 budget process, we are anticipating asking the Board to recommend approval of the 2024 Radio Replacement budget in August as well.



Shifting the Paradigm

The Future Looks Bright



Recruiting

Training

Turnover

Same Processes = Same Results

Shifting how we *engage* and *retain* our talent

Opportunity for Partnership

Let's create a partnership which compliments our *shared vision* of being the premier 911 center; one where careers are forged

Recruitment

- Advertising
- Backgrounds
- Hiring Standards
- Pre-Screening
- Pre-Hire Education
- Recruitment Challenges and Bonuses

Job Training

- “Strike Team” approach
- CTO involvement
- Finding the right cadence

Retention & Culture

- Pay and Benefits
- Engagement Schedule
- Work/Life balance
- Schedule Options
- Longevity Incentives
- Opportunities & Career Development
- New Purpose-Built Facility

Length of Service	% of Dispatchers
3 Years or Less	51%
5 Years or Less	65%
10 Years or Less	85%

Training Milestone	Average Hours of Training
Call Taker	360
Police Dispatch	515
Fire Dispatch	140

Dispatch Recruitment & Separations	2022	2023 YTD
New-Hires	22	17
Separations (incl trainees)	21	10

Defining the Challenge

Data that illustrates current challenges to help frame the circular nature of staffing

We want to be better!

Opportunity for Partnership

Let's create a partnership which compliments our *shared vision* of being the premier 911 center; one where careers are forged

Job Satisfaction

- Meaningful Work
- Positive Work Environment
- Work-Life Balance
- Comradery

Engagement

- Empowered to help shape job & agency
- Open communication & clear expectations
- Opportunities for professional development

Opportunity for Partnership

Let's create a partnership which compliments our *shared vision* of being the premier 911 center; one where careers are forged

Successor Agreement

- Competitive base compensation for our region
- Rewards and recognizes milestones in a meaningful way
- Connection between compensation and contributions/participation and engagement
- Accelerates transition to Engagement Schedule but ensures we don't transition prematurely
- Values seniority while creating opportunities for junior employees that recognizes their contributions to the team

Let's Work Together

Put our valuable resources where it counts the most



ACTION PROPOSAL FORM

Date: 7/13/2023

Action Title: Tower Site Master Lease Agreement

Time Sensitivity: Normal

Background / Purpose:

SNO911 is currently negotiating a Master Lease Agreement (MLA) with Island County 911 for leasing space in SNO911 owned facilities and towers at multiple sites. This new MLA will replace existing agreements. Once the MLA is in place, individual Site License Acknowledgments (SLA) will be finalized for the Granite Falls and Fire Trail. The attached draft MLA and the SLA for Fire Trail has been reviewed by SNO911 legal. The Granite Falls SLA is pending legal review.

Additionally, SNO911 and ICOM911 are currently negotiating an MOU for the reimbursement by ICOM911 to SNO911 for the relocation of the ICOM911 antennas on the Fire Trail tower. Several years ago, ICOM 911 installed their antenna equipment on the incorrect mounting bracket on the tower. Those antennas are now blocked by new equipment that has been recently installed. SNO911 has been working with ICOM911 to negotiate a repayment plan for the cost of the work. In addition, approximately 3 years ago ICOM911 moved their equipment to a new power source. This move resulted in SNO911 billing ICOM911 for power they were no longer using. SNO911 has agreed to reimburse ICOM911 for the power bill from 2022 and have now removed the billing moving forward. The MOU is in draft form and still under SNO911 legal review; while edits are anticipated, the intent of the MOU will remain as presented.

Details were reviewed and discussed at the July Finance Committee and the committee supports bringing this forward to the Board.

Recommendation/Motion:

Authorize the Executive Director or his designee to sign the Master Lease Agreement, Site License Agreement for Fire Trail, Site License Agreement for Granite Falls, and the MOU with Island County 911 in a form substantially as presented, pending final legal review.

SNOHOMISH COUNTY 9-1-1

COMMUNICATIONS SITE CO-LOCATION AGREEMENT

This Agreement (or License), effective on _____, hereinafter referred to as the "**Effective Date**" by and between SNOHOMISH COUNTY 9-1-1, a Washington interlocal non-profit corporation of the State of Washington, hereinafter referred to as "**Licensor**", and **I-COM 911**, a _____ of the State of Washington, hereinafter referred to as "**Licensee**". Licensor and Licensee may be referred to where appropriate individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

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

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

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

WHEREAS, Licensee has utilized the Site for purposes consistent with this Agreement since October 30, 2020; therefore, the parties desire this Agreement to be effective retroactive to October 30, 2020; and

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

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

1. ENTIRE LICENSE AGREEMENT

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

2. USE

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

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the unmanned communications and direct support equipment ("**Equipment**") and related Licensee-owned buildings, shelters, antennae support structures ("**Towers**") and utilities, all as more specifically described in the applicable SLA (Equipment and Towers may be individually or collectively referred to as "**Communications Facilities**"). Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with this Agreement and with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

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

- (a) Conflict with any applicable law, statute, regulation, ordinance, rule, order or other requirement, now or hereafter in effect, of any governmental authority; or
- (b) Cause or constitute any nuisance, noxious odors, unsafe condition or waste in or about the Site; or
- (c) Interfere with the rights, operations, or disturb the quiet enjoyment of Licensor, other users of the Site, or any other person lawfully on the Site; or
- (d) Except as allowed in Section 13, cause a cancellation, increase the premiums for or deductible under, or otherwise affect any fire, casualty, property, liability or other insurance covering the Site.

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

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

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

2.5 Prior to the execution of any SLA, except as otherwise agreed by the parties, Licensor shall, at Licensee's expense, execute such appropriate engineering studies and facilitate the creation of design documents and applications as may be required (i.e., by virtue of Licensor's ownership of or rights in

the Site) for any governmental agency with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensors shall not under any circumstances be obligated to execute any application or other document that, in Licensors reasonable judgment exercised in good faith, will materially impair, limit or adversely affect Licensors rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensors.

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

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

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

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

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

3. TERM

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

Automatic "**Renewal Term(s)**" of one (1) year are a part of this Agreement unless and until Licensee provides notice to Licensors of intent not to renew for another Term at least thirty (30) days' prior to the end of the then current Term. Should the Licensee choose not to extend the term through a Renewal

Term, the Licensee will be responsible to remove all Equipment by the completion of the Initial Term or the then current Renewal Term, as applicable.

4. TERMINATION

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

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

- (a) Any certificate, permit, license or approval specified in the SLA or understood to be necessary by a reasonable person is rejected, provided such intent is set forth in the applicable SLA; or
- (b) Any certificate, permit, license or approval specified in the SLA or understood to be necessary by a reasonable person cannot be obtained in a timely fashion, provided such intent is set forth in the applicable SLA; or
- (c) If any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, provided that Licensee has used its commercially reasonable efforts to keep such certificate, permit, license or approval in force during the applicable Initial Term or then current Renewal Term.

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

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

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

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

4.7 Licensee's Breach:

- i. Licensors may terminate this License upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay any fees by the tenth (10th) day of the month that it is due; provided, however, that if Licensee cures the non-payment for fees within that thirty (30) day period after receipt of notice, then Licensors' notice of intent to terminate is voided and this Agreement and the then current Term shall continue.
- ii. Licensors may terminate this License if Licensee materially breaches or fails to perform or observe any of the terms and/or conditions of this License, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Licensors or such longer period, up to sixty (60) days, as may be reasonably required, within Licensors' reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Licensee.

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

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

5. FEES

5.1 ANNUAL FEE

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

- (a) The Annual Fee shall be due and payable on the first day of the first month following the anniversary of the Effective Date of this agreement.
- (b) The initial Annual Fee for each site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement; and
- (c) Should the Licensee fail to remove their Equipment from a Site upon the termination date or term expiration, unless the parties agree such Equipment need not be removed, the Annual Fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Equipment is removed from the site and the restoration of the Site has occurred according to this Agreement.
- (d) With respect to SLAs covering multiple Sites, the Commencement Date applicable to each

individual Site will be the date of commencement of installation of the applicable Equipment on such Site, and such Annual Fee shall be prorated in the first and last year of the installation to coincide with the anniversary of the Effective Date of this Agreement.

5.2 APPLICATION FEE

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

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

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

5.3 ADJUSTMENT OF FEES

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

5.4 OTHER REIMBURSABLE FEES

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

5.5 INTEREST

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

5.6 OTHER AMOUNTS

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

6. SITE LICENSE APPROVAL

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

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

- (a) Such proposed SLA or SLA Amendment;
- (b) The proposed site construction drawings (assumed part of the SLA);
- (c) Any conditions or qualifications specified by Licensor in its consent, including but not limited to the requirement for Licensee to hold community meetings with the affected neighborhood; and
- (d) Such license/permit requirements and specifications and all applicable laws, regulations, and orders; and
- (e) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the SLA.

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

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

Licensor's property will not be deemed to be a material alteration; provided, however, that any changes to equipment on the structure such as increase in the number of antennae or coax at a Site or change in the height, physical size, or placement of such antennae shall be deemed a material alteration.

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

7. SITE ACCEPTANCE

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

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

- (a) Accepts the Site as suitable for the purpose for which it is Licensed;
- (b) Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and
- (c) Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:
 - (i) As expressly provided otherwise in this Agreement;
 - (ii) To the extent the claim results from the intentional or gross negligent act of Licensor, its employees, agents or contractors;
 - (iii) If resulting from a known claim or threatened by a third party not identified by Licensor in its representations under this Agreement; or
 - (iv) To the extent Licensor makes misrepresentations with respect to the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes.

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

8. PERFORMANCE OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. LIENS

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

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

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

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

11. ELECTRICAL UTILITY SERVICE AND CHARGES

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

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

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

12. ACCESS TO THE SITE

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

- (a) Licensor provides as a part of this Agreement access rights to the Licensee and its employees, contractors, and agents to traverse all property that it owns or has legal rights to allow access for other parties to travel to the Site.
- (b) Licensor does not provide nor guarantee site access as the access roads to the Site(s) are not owned and maintained by Licensor in all cases. Some access will require separate access agreements with other landowners and is the responsibility of Licensee to obtain.
- (c) Access to Licensee Equipment on Licensor owned communication towers requires coordination and authorization by Licensor in advance of Licensee accessing its Equipment on these structures.
- (d) Licensee will be provided an independent access method to the site (e.g. keys) and may update keys from time-to-time for security purposes. Licensee is not allowed to make duplicates of security keys except for their direct staff.
- (e) Access to the Site may be by foot or motor vehicle, including trucks. Heavy vehicles may require coordination with landowners and is the responsibility of Licensee to coordinate.
- (f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.
- (g) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.

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

13. INSURANCE

13.1 REQUIRED INSURANCE OF LICENSEE

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

- (a) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon all Communications Facilities in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facilities. Licensor

should be endorsed on the policy as a joint Loss Payee. Licensee may self-insure this coverage.

- (b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Licensors shall be named as an additional insured under the Licensee's Commercial General Liability insurance policy with respect this License Agreement using ISO endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.
- (c) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (e) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability and Automobile Liability insurance. The Licensors shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

13.2 Minimum Amounts of Insurance

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

- (a) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.
- (b) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (c) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Licensee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

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

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

13.3 NO LIMITATION ON LIABILITY

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

13.4 COMPLIANCE

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

- (a) Is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or
- (b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility.

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

14. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 General

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

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

solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

15. ASSIGNMENT

15.1 BY LICENSEE

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

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

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

- a copy of the assignment, delegation, sublicense or other transfer or grant document;
- an affidavit from the proposed assignee, delegatee, sublicensee, transferee or grantee stating it has examined this License, has had the opportunity to consult with legal counsel regarding the terms of the License and understands all such terms and conditions, agrees to assume and be bound by all of the Licensee's obligations and covenants under this License as if it were the original Licensee hereunder; and
- any other documents or information requested by Licensor related to the assignment, delegation, sublicense or other transfer or grant.

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

16. MAINTENANCE AND REPAIRS

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

17. COOPERATION AND COORDINATION

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

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

18. EMERGENCIES

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

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

Licensee: _____

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

19. SURRENDER OF SITE; HOLDING OVER

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

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

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

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

20. REPRESENTATIONS AND COVENANTS

20.1 Each Party mutually represents and warrants to the other:

- (a) That it has the full right, power and authority to enter into this Agreement and the SLAs;
- (b) That entering into this Agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound, such representation will not apply to any violation or breach that is caused by Licensee's

failure to obtain and comply with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain the Communication Facilities in accordance with this Agreement;

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

20.2 Licensee represents and warrants:

- (a) That it is a duly organized and existing corporation, limited liability company, or limited partnership;
- (b) That it is qualified or will be qualified to do business in Washington State prior to undertaking any activities at the Site that would require the Party to be qualified to do business in said State;
- (c) That it is, and at all times during the term shall be, properly authorized, licensed, organized, equipped and financed to perform the Work and to operate and maintain the Communication Facilities; and
- (d) That it shall be, and operate as, an independent entity (not a contractor, agent or representative of Licensor) in the performance of the Work and the operation of the Communication Facilities. In no event shall Licensee be authorized to enter into any agreements or undertakings for or on behalf of Licensor or to act as or be an agent or representative of Licensor.

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

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

21. ENVIRONMENTAL MATTERS

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

21.2 Licensee will not bring, keep or transport any Environmental Hazards or pollutants to, on or across any Site without Licensor's prior written approval, except that Licensee may keep on the Site substances used in back up power units, such as batteries and diesel generators commonly used in the wireless telecommunications industry. Licensee's use, storage, handling and disposal of any approved

substances constituting Environmental Hazards must comply with all applicable laws, ordinances, regulations and other provisions of this Agreement governing such use, storage, handling and disposal. Under no circumstances will Licensee dispose of any Environmental Hazards or pollutants on any Site.

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

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

22. SUBORDINATION

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

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

- (a) Licensor shall not be required to obtain any consent required under any Instrument from the landlord or other party to such Instrument for purposes of this Agreement, unless expressly set forth in the SLA.
- (b) If a restriction contained in an Instrument for a particular Site and not set forth on the applicable SLA prevents Licensee from installing, maintaining or operating the Equipment or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately.
- (c) Upon the termination or expiration of any Instrument with respect to a particular Site, the SLA relating to such Site shall automatically terminate without liability to either Party. Licensee acknowledges that many of Licensor's underlying Instruments grant to the property owner the right to terminate such Instruments, and that in the event of such

termination, the SLA with respect to such Site shall terminate concurrently therewith.

- (d) Upon any sale or other transfer of all or any portion of a Site, the applicable SLA will automatically terminate on ninety (90) days' advanced written notice, except to the extent the purchaser or transferee and Licensee enter into an agreement for Licensee's continued use of the Site and release Licensor from any further obligation or liability with respect to the Site.
- (e) Licensor will not materially breach the terms or conditions of any Instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

23. PROTECTION OF PROPERTY AND PERSONS

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

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

24. COMPLIANCE WITH LAWS

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

- (a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- (b) Industry standards and codes; and
- (c) Licensor's standard practices, specifications, rules and regulations which will be provided by Licensor to Licensee on request.

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

25. PERMITS AND PROTECTION OF EXISTING RIGHTS

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

26. ENTIRE AGREEMENT

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

27. SEVERABILITY

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

28. SURVIVAL

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

29. BINDING EFFECT

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

30. HEADINGS

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

31. NON-WAIVER

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

32. DRAFTING OF AGREEMENT

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

33. NOTICES AND OTHER COMMUNICATIONS

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

For the Licensor:

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

For the Licensee:

Name: I-COM 911
Attn: Jo Bower, Administrative Assistant
Address: 840 SE Barrington Drive
Oak Harbor, WA 98277
Phone No: 360-679-3903
Email: jbower@icom911.org

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

34. GOVERNING LAW AND VENUE

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

35. FORCE MAJEURE

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

36. TIMELY RESPONSE

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

37. EXAMINATION OF RECORDS

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

38. RISK OF LOSS

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

39. REIMBURSEMENT AND PAYMENT

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

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

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

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

LICENSOR:

Snohomish County 9-1-1

By: _____

Kurt Mills
Executive Director

Date: _____

LICENSEE:

I-COM 911

By: _____

Tom Maxwell
Chief Executive Officer

Date: _____

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 20____.

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

NOTARY BLOCK FOR LICENSEE:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 20____.

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

Exhibit A

Site License Acknowledgment – Granite Falls

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

1. The Site is:

☐ Owned by Licensor

☒ Leased by Licensor (copy of Lease provided in Exhibit C)

☐ Used under easement to Licensor (copy of Easement provided in Exhibit C)

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

2. Annual Fee: \$2,000.00

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

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

3. Application Fee: \$0.00

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

4. Equipment Allowed per SLA:

- MTR Repeater, duplexer, 4-bay dipole antenna.

SLA Acknowledged:

By Snohomish County 9-1-1:

By I-COMM 911:

Kurt Mills, Executive Director

Date: _____

Tom Maxwell, Chief Executive Officer

Date: _____

Exhibit B

Fee Schedule

1. Annual Fee

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

2. Application Fee

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

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

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

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

Exhibit C
Copy of Lease and/or Easement
Referenced in Exhibit A

Exhibit A

Site License Acknowledgment – Fire Trail

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

1. The Site is:

- ☐ Owned by Licensor
☒ Leased by Licensor (copy of Lease provided in Exhibit C)
☐ Used under easement to Licensor (copy of Easement provided in Exhibit C)

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

2. Annual Fee: \$2,000.00 (add escalator language)

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

- Rent (\$10.00 annually)
- Site and Equipment Maintenance
- Reimbursement of antenna move costs of \$2,000.00 per year for first 5 years
- Credit for \$1,800

3. Application Fee: \$0.00

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

4. Licensee acknowledges as the sole occupant of and sole provider of power to Building B, Licensee is solely responsible, at its own expense, to keep Building B (including but in no way limited to the HVAC cooling unit that is a part of the Building) in good repair and maintained. If the Licensee does not make repairs promptly and adequately, or fails to maintain Building B in good repair, Licensor may make repairs on fifteen (15) days' notice to the Licensee, and Licensee shall pay promptly the reasonable cost thereof, plus a 10% administrative fee, within thirty (30) days of receiving such invoice. The right of Licensor to make such repairs shall be without prejudice to any rights it may have because of Licensee's failure to make such repairs. Failure by Licensee to maintain the building and/or reimburse Licensor for any maintenance fees due will be considered a breach of this SLA and may result in termination of this SLA at Licensor's election. Licensee accepts the Site "as is" in its current condition. No warranties or representations concerning the condition or suitability of the Site has been made. Licensor reserves the right to request escorted access to the building for periodic inspections.

5. Equipment Allowed per SLA:

SLA Acknowledged:

By Snohomish County 9-1-1:

By I-COMM 911:

Kurt Mills, Executive Director

Date: _____

Tom Maxwell, Chief Executive Officer

Date: _____

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day
of _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Tom Maxwell, to me known to be the Executive Director of _____, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that Tom Maxwell was authorized to execute the said instrument for an on its behalf.

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

_____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

Exhibit B

Fee Schedule

1. Annual Fee

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

2. Application Fee

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

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

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

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

Exhibit C
Copy of Lease and/or Easement
Referenced in Exhibit A

Exhibit A

Site License Acknowledgment – Granite Falls

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

1. The Site is:

- ☐ Owned by Licensor
☒ Leased by Licensor (copy of Lease provided in Exhibit C)
☐ Used under easement to Licensor (copy of Easement provided in Exhibit C)

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

2. Annual Fee: \$2,000.00

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

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

3. Application Fee: \$0.00

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

4. Equipment Allowed per SLA:

- MTR Repeater, duplexer, 4-bay dipole antenna.

SLA Acknowledged:

By Snohomish County 9-1-1:

By I-COMM 911:

Kurt Mills, Executive Director

Date: _____

Tom Maxwell, Chief Executive Officer

Date: _____

Exhibit B

Fee Schedule

1. Annual Fee

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

2. Application Fee

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

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

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

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

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (“**MOU**”) between Island County 911, (“**I-COM 911**”) and Snohomish County 911, a Washington interlocal non-profit corporation (“**SNO911**”) is to memorialize an agreement between the parties on reimbursement of antenna relocation work fees on the Fire Trail tower owed to SNO911 by I-COM 911 and reimbursement to I-COM 911 by SNO911 for one (1) year of utility fees.

RECITALS

A. Commencing October 8, 2004, SNO911 (and its predecessor-in-interest) has leased certain property from Harold D. Knox, the landowner, pursuant to a Communication Site Lease (“**Ground Lease**”). Under the terms of the Ground Lease, SNO911 leased the premises as described in Exhibit A of the Ground Lease (“**Premises**”) for the purpose of locating communications equipment and facilities to provide public safety and emergency communications.

B. In approximately April of 2014, with the Landowner’s consent, SNO911 subleased a portion of the Premises to I-COM 911. The understanding between SNO911 and I-COM 911 was that I-COM 911 would make certain payments to SNO911 in exchange for permission to occupy a portion of the Premises. Included in the agreement, SNO911 agreed to provide power to I-COM 911 for their equipment on site at a predetermined fee.

C. In approximately 2020, I-COM 911 had their own power source installed in building b at the Fire Trail Tower Site. SNO911 was no longer providing power to the I-COM 911 equipment.

D. In 2022 it was discovered that I-COM 911 antennas on the SNO911 tower were in conflict with equipment owned by T-Mobile, which is a SNO911 authorized tenant. These antennas must be relocated.

E. In 2023, SNO911 performed a public works bid to obtain a competitive cost to perform the work of moving the I-COM 911 antennas at the Fire Trail Site. The lowest bidder was selected to perform the work.

Now, therefore, for good and valuable consideration the adequacy of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. PAYMENT TO SNO911. Upon execution of the Site License Acknowledgment between I-COM 911 and SNO911 for the use of building b and tower space at the Fire Trail Tower Site, I-COM 911 shall pay to SNO911 the amount \$8,503 in five (5) equal payments (\$1,700.60) over a term of five (5) years. This amount represents payment of antenna relocation fees of \$10,303 minus one (1) year of utility fees in the amount of \$1,800 that SNO911 agreed to reimburse. I-COM 911 acknowledges the antenna relocation fees are based on a quote provided by the public works contractor (**EXHIBIT A**) and actual fees are subject to actual invoice costs once the work is completed.

2. **DEFAULT.** If any payment under this MOU is not paid when due, upon five (5) days prior written notice to I-COM 911, SNO911 may withdraw its consent to the Site License Acknowledgment. If SNO911 withdraws its consent to the Site License Acknowledgment for default under this MOU, the Site License Acknowledgment shall terminate and I-COM 911 shall immediately remove its property located at the Premises as described in the Site License Acknowledgment. In addition to any other rights and remedies available, SNO911 shall be entitled to collect all costs and expenses of collection, including but not limited to actual attorney's fees and litigation-related expenses, regardless of whether or not a lawsuit is commenced, and including such fees, costs, and expenses which may be incurred at trial or on appeal.

3. **NOTICES.** Any notice provided for in this MOU shall be given by certified mail, return receipt requested, addressed to the other party at its address stated herein, or to such other address as the parties may give notice of hereafter.

ISLAND COUNTY 911

SNOHOMISH COUNTY 911

Tom Maxwell, Chief Executive Officer

Kurt Mills, Executive Director

Date: _____

Date: _____



ACTION PROPOSAL FORM

Date: 7/11/2023

Action Title: Motorola Maintenance and Upgrade Package

Time Sensitivity: Normal

Background / Purpose:

SNO911 is actively negotiating a six-year maintenance and upgrade agreement for the Radio System. This agreement would provide for three major software upgrades with the final upgrade occurring in 2028 and first upgrade occurring prior to the cutover of SNO911 member agencies on the system. This is a key component of this arrangement as upgrading during the final stages of the project will reduce future system outages to SNO911 police and fire agencies.

In addition to the upgrades, SNO911 has opted to include system support and security updates through the same period. Finally, included in 2024 is 1,000 portable radio batteries. These batteries will be distributed to member agencies based on a formula of the number of actual portable radios. The intention is to begin portable battery lifecycle replacement on a scheduled basis. A future policy will be brought forward to describe this process in more detail.

Details were reviewed and discussed at the July Finance Committee and the committee supports bringing this forward to the Board.

Recommendation/Motion:

Authorize the Executive Director or his designee to sign the Support and Maintenance agreement with Motorola, pending final legal review.

DRAFT

Year	2023	2024	2025	2026	2027	2028	Subtotal
		A2022.1		A.2024		A.2026	
Tech Support	N/A	N/A	Incl/Warranty	Incl/Warranty	Include	Include	
SUS	Included	Included	92,631	97,469	102,550	107,878	400,528
SUA II	Included	Included	647,262	660,207	673,411	686,880	2,667,760
Nice	Included	Included	39,450	42,280	45,298	48,514	175,542
Batteries		Include 600 LE Batteries and 400 Fire Batteries					
Warranty Upgrade	1,500,000						1,500,000
Warranty Discount	(1,000,000)						(1,000,000)
SNO911 Counter 7/7/2023	500,000		779,343	799,957	821,259	843,272	3,743,831



ACTION PROPOSAL FORM

Date: 7/17/2023

Action Title: Radio Policy 10, 11 & Interop MOUs

Time Sensitivity: Normal

Background / Purpose:

Radio Policy 10 and 11 are foundational to defining types of users on the Emergency Radio System (ERS) and helps us ensure the system is available for public safety as well as clarity on how to establish interoperability needs. The policies allow SNO911 to ensure the ERS is available to Police, Sheriff & Fire/EMS while creating a pathway for SNO911 agencies to sponsor entities that require interoperability.

SERS, SNOCOM, SNOFAC & SNO911 utilized MOUs to grant permission for other entities to use the SERS Emergency Radio System (ERS) to interoperate with Police, Sheriff & Fire/EMS, many of which are outdated. In preparation of transitioning to the new radio system every existing MOU needs to be replaced with an updated version, and only radios that have been recently re-programmed will work on the system after cut-over. This is a large body of work to complete before cut-over. A revised MOU has been created to facilitate this process that is design to ensure interoperability needs can be achieved. A website form has been created to streamline requests for SNO911 member agencies to initiate requests. Interoperability with authorized King County Public Safety agencies are anticipated to be addressed through a system wide agreement precluding individual agreements with each entity.

The process and documents have been reviewed by the RRP Project Performance Committee and Police TAC where it was supported. Fire TAC will review at their meeting later this week. Legal review has been completed and these policies are ready for Board approval.

Recommendation/Motion:

Approval of Radio Policy 10 & 11 and the Interoperability MOU template.

Title/Number	Emergency Radio System, Users, Access, Sponsorship and Approved Equipment RADIO-10		
Approved:	SNO911 Board	Author:	T. Peterson
Issued:		Revised:	

- I. **Purpose:** To provide guidelines and definition of users and equipment that are approved to operate on the SNO911 Emergency Radio System.
- II. **Background:** The SNO911 Emergency Radio System (ERS) is the primary voice communication tool used to coordinate 911, Sheriff/Police and Fire/EMS responses by SNO911 Member Agencies. SNO911 is responsible for the administration, maintenance and support of the ERS including subscriber radios that are authorized for use on the system. The SNO911 Interlocal Agreement defines the priorities for access to the system and this policy further defines users, funding, support and how each class of user fits within the defined priorities.
- III. **Policy:** The Snohomish County Emergency Radio System (ERS) is dedicated to SNO911 & its Member Agencies and Subscribers exclusively for the execution of the public safety mission. Other public safety or emergency management entities may be granted limited use access to the ERS through agreements approved by SNO911 and/or the SNO911 Police & Fire TACs. SNO911 is the sole authority for programing and granting access to users including defining types of radios permitted on the ERS. Funding and system support is limited to Board approved equipment and services.
- IV. **Sponsor:** All interoperability requests for access to the ERS require sponsorship by SNO911 or a member agency. Member Agency sponsorship requires the agency to define the interoperability need, talk-groups requested, and other details that will be used by SNO911 to draft an MOU. The Sponsor is then responsible for presenting the request at the appropriate Fire/Police TAC Meeting. Only entities with MOUs approved by SNO911 and the respective Fire/Police TAC will be granted access. The three-way MOU will require approval by the sponsoring agency head, SNO911 and interop agency. Sponsor agency will also help ensure compliance to the MOU by interop agency. Guidelines for Sponsorship are defined in Policy Radio-11.

The following table identifies categories of users that are or may be authorized to operate on the system. Users are broken down in to categories, each with identified parameters of support, usage and governance:

Category A – Principal, Associate & Contract Public Safety Agencies (Member Agencies)

Subscriber Acquisition: SNO911 Funded, facilitated repair, upgrades, replacement

Access/Usage Fee: None

Programing/Administration: Yes, full administration & updates at no cost.

Approved Usage: Day-to-day communications

Restrictions: None

Governance: SNO911 ILA & Board Approved Policies; may sponsor other agencies for public safety interop

Example: SCSO, SAR, Task Force, Fire District 5, Tulalip Tribal Police, Fire Marshall, municipal holding facility (city jail), SNO911.

Category B – Other Public Safety (Non-Category A)

Subscriber Acquisition: Self

Access/Usage Fee: None

Programming/Administration: Limited to code plug administration & access; WiFi based programming, limited to occasional updates; may charge labor for programming

Approved Usage: Joint response interoperability and communications with Category A agencies

Governance: Police and/or Fire TAC(s), SNO911 Approved MOU, and Sponsoring Agency Head.

Example: WSP, Camano Island Fire and Rescue, Private EMS, Everett Naval Base Fire Dept., Hospitals/Medical Control, USFS, BNSF.

Category C – Non-Public Safety Interop Partner

Subscriber Acquisition: Self

Access/Usage Fee: None

Programming/Administration: Limited to code plug administration & access; WiFi based programming, limited to occasional updates; may charge labor for programming

Approved Usage: Interoperability and communications/coordination with Category A agencies during emergency events; typically using designated "I/O Talkgroups"

Governance: Police and/or Fire TAC(s), SNO911 Approved MOU, and Sponsoring Agency Head.

Example: Port of Everett, County Roads

[Anticipate further exploration of Category D post cut-over, will require updated Board approvals]

Category D – Contract Radio System User (Non-Public Safety)

Subscriber Acquisition: Self

Access/Usage Fee: Yes, per contract

Programming/Administration: Limited to code plug administration & access

Approved Usage: As defined in contract.

Governance: Contract or MOU

Example: PUD, Community Transit

Appendix A: Radio/Equipment Specifications

Title/Number	Interoperability Sponsorship RADIO-11		
Approved:	SNO911 Board	Author:	T. Peterson
Issued:		Revised:	

- I. **Purpose:** Provide a process for any SNO911 agency to request access to the SNO911 Emergency Radio System (ERS) for interoperability and coordination during incidents and emergencies within Snohomish County and our surrounding areas.
- II. **Background:** This policy establishes a process that allows any SNO911 Principals and Subscribers (as defined by the SNO911 Interlocal Agreement) to request voice radio interoperability and coordination for non-SNO911 entities. The policy provides instruction allowing requests to be considered by SNO911 staff and the Police TAC and/or Fire TACs, who ultimately approve requests. Interop requests are governed by a three-way Memorandum of Understanding (MOU) between the Sponsor (Principal/Subscriber), Grantee and Grantor (SNO911).
- III. **Categories:** Interop requests with other (non-SNO911) Public Safety agencies typically take a streamlined standard approach utilizing SNO911's standard MOU. Requests for interop and coordination with non-public safety agencies may require additional definition relating to operational need and appropriate use.
- IV. **Sponsorship:** Any SNO911 Principal or Subscriber may request authorization for a Grantee to join the ERS on a limited basis through sponsorship and completion of the sponsorship form. Upon completion of the sponsorship form SNO911 will develop a draft MOU and provide to the sponsor. Sponsor is then responsible for representing the request at their agency, with the grantee and at the appropriate Police TAC and/or Fire TAC. Sponsorship requires agency head approval to ensure only supported requests are considered.
- V. **Acceptable Uses:** Grantees are expressly limited to interop with, and at the sole discretion of, SNO911 and SNO911 member agencies during the execution of official duties including joint; incidents, responses and training. Grantees may not use authorization as an alternative to reporting incidents to 911. Grantees also may not use the ERS for their own agency use that is unrelated to active public safety incident coordination.
- VI. **TAC Review:** TACs will review MOU and have an opportunity to discuss. TACs may amend details of MOU including adding/removing talk-groups. TACs will only grant access to their respective discipline's talk-groups (Law to Law, Fire to Fire). Only requests that have simple majority plus SNO911 Executive Director support will be approved. Sponsor will circulate approved requests for ratification at sponsoring agency and grantee entity.
- VII. **Limitations:** SNO911 maintains an addendum that includes the only approved makes and models of radios permitted on the system.
- VIII. **Definitions:**
 1. **Sponsor:** Any SNO911 Principal or Subscriber.
 2. **Grantee:** The entity that the Sponsor is requesting receive access.
 3. **Grantor:** SNO911.
- IX. **Programming:**

Appendix A: Approved Radio List

Appendix B: Sponsorship Form (Online Form)

1. Sponsor Name, Title, Email, Agency Sponsor, date.
2. Grantee: Name of Agency, address, email, phone, Name of grantee agency head.
3. Grantee Type: Law Enforcement, Fire, EMS, Emergency Management, Other
4. Talk-Group(s) Requested:
5. Call-signs, use cases and other details
6. Approvals
7. MOU

DRAFT

Memorandum of Understanding to Permit Limited Access to SNO911 Radio Talk Groups

THIS MEMORANDUM OF UNDERSTANDING TO PERMIT LIMITED ACCESS TO SNO911 RADIO TALK GROUPS ("**Agreement**") is entered into by and between _____ ("**Sponsor**"), _____ ("**Grantee**"), and Snohomish County 911 ("**SNO911**" or "**Grantor**").

RECITALS

WHEREAS, the Snohomish County 911 owns, operates, and administers the Emergency Radio System ("**ERS**") used by all public safety member agencies in Snohomish County; and

WHEREAS, SNO911's member agencies have an occasional need for emergency radio interoperability with non-member agencies, including other select state, federal, and tribal public safety agencies and other public and private special entities; and

WHEREAS, it is to the benefit of SNO911's member agencies to grant occasional and monitored access to select non-member agencies to enhance interoperability; and

WHEREAS, Sponsor is a SNO911 member agency. Sponsor occasionally responds to public safety calls that involve; and

WHEREAS, the SNO911 ERS is a finite resource that requires appropriate oversight to preserve security, integrity and availability for its intended uses.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties now therefore agree as follows:

TERMS AND CONDITIONS

A. Grantee's Access. Grantee is granted permission to access the below-identified SNO911 radio system talk groups according to the rules and guidelines contained in the attached **Exhibit A**. SNO911 may modify the rules and guidelines contained in the attached Exhibit A from time to time in its sole discretion; SNO911 shall provide written notice of such modification to both parties. Grantee's access does not include any EMER functionality. The talk groups Sponsor is authorized to access are:

- ☐ Talk-Group 1
- ☐ Talk-Group 2
- ☐ Talk-Group 3
- ☐ Talk-Group 4

B. Sponsor's Duties. Sponsor shall assist Grantee in complying with the rules and guidelines attached in Exhibit A. Sponsor shall confirm that only properly-trained staff of Grantee are utilizing the ERS.

C. Fees. SNO911 will not charge fees for Grantee's access to the ERS. However, SNO911 reserves the right to seek cost recovery from Grantee for technical and operational services, which includes but is not limited to a fee of \$150 per radio for initial radio configuration and programming. Subsequent programming updates requested by the Grantee will be charged \$150 per radio per update and may be increased 3% annually.

D. Term and Termination. This Agreement shall remain effective indefinitely until terminated by any party to this Agreement. Any party to this Agreement may terminate the Agreement at any time upon advance written notice, except that neither SNO911 nor Sponsor are required to provide advance written notice to Grantee, although such written notice must be made to Grantee as soon as practical.

E. Notice. Notice shall be sent to the following individuals:

Notice to SNO911 shall be sent to the following:

Name:	
Position:	
E-mail address:	

Notice to the Sponsor shall be sent to the following:

Name:	
Position:	
E-mail address:	

Notice to the Grantee shall be sent to the following:

Name:	
Position:	
E-mail address:	

F. Public Records. SNO911 is subject to Washington's Public Records Act, Chapter 42.56 RCW ("**Act**"), and the Act defines "Public Record" very broadly. Any

records or documents, including electronic records, relating to, or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by SNO911. Any such request received by the Grantee, including oral requests, must be referred to the SNO911 Executive Director immediately. Grantee shall make records available as required by this section without charge to SNO911.

Grantee

By: _____

Title: _____

Date: _____

Sponsor

By: _____

Title: _____

Date: _____

SNO911 / Grantor

By: _____

Title: _____

Date: _____

EXHIBIT A
RULES AND GUIDELINES FOR USE OF
SNOHOMISH COUNTY 911 EMERGENCY RADIO SYSTEM

Grantee is permitted to access the identified talk groups with the stipulations listed below:

1. Authorization is for the sole purpose of interoperable communications with SNO911 and/or SNO911 Member Agencies, during the execution of official duties; limited to joint incident responses, incident coordination, and authorized training.
2. Grantee will not use this access to bypass calling 911 to report public safety incidents and understands that by doing so they may interfere with active emergencies, create responder safety problems, and cause response delays.
3. Grantee will not re-broadcast or otherwise disseminate information derived from the ERS to any unauthorized third-party.
4. Grantee will comply with rules of the Federal Communications Commission for radio communications.
5. Grantee will ensure that only properly trained staff are permitted to use the ERS. Training will include basic radio etiquette, identifying closed air status, basic controls (power, volume, switching talk-groups) etc.
6. Grantee will promptly follow system usage instructions, including switching to designated secondary talk group when directed by SNO911 or SNO911 user agencies.
7. Grantee is not permitted to use SNO911 talk groups for any daily routine business, data requests, radio checks, or any radio transmissions that are not related to active public safety incident coordination.
8. Grantee will immediately inform SNO911 at RadioHelp@sno911.org in the event a radio is misplaced, stolen, or otherwise missing including providing the radio ID(s).



Board Packet Memorandum

Date: July 20, 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

On July 20th SNO911 IT staff will be working with Tyler Technologies to install the New World version 2023.2 in our Delta environment. Our agency will be part of an early testers group that is granted a first look at the software version. One of the major changes in this release is the recommendations engine. Getting early testing of that component of the software is crucial to our success and should help alleviate any potential future issues. We are confident that all priority issues found will be corrected by Tyler Technologies for the 2023.2 SP1 release coming out in September. At this time there is no Go-Live date set for our Production environment. More information to follow as it becomes available.

New Data Shared Agreement

SNO911 has finished a draft of a new Data Shared Agreement (DSA) for all of our Member Agencies that is currently being reviewed by our legal team before finalizing. The purpose of the DSA is to provide the requirements and authorization for SNO911 to exchange confidential information (Category 3 or higher data) with our Member Agencies to ensure compliance with legal requirements pursuant to RCW 39.34.240. This RCW requires such an agreement to be in place when sharing Category 3 or higher data. The draft should be finalized by the end of July/early August and sent out to all of our member agencies for them to review, sign and return back to SNO911. This is an addition to the current DSA between SNO911 and our Member Agencies.

Future Facility Planning

The SNO911 Tech Management Team continues discussions on the transition of equipment/systems to the new facility. The conversations have led to a more detailed list of priority capital purchases required to make the move non-impactful to our operations and allow our agency to stay on track for our system refresh schedule (5-year replacement on critical systems and replacement of end-of-life (end of vendor support) hardware). The Tech Management Team continues work on a scripted transition plan/schedule with options to counter any delays or unforeseen issues or events. The development of the 2024 budget that

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

will include the purchases needed for this transition with explanations has started and will be presented to the board for approval later this year.

SNO911 IT Summit

The SNO911 Technology department will be hosting our first ever Technology Summit with our Member Agencies. This is scheduled for July 25th at our New facility Board Room. The purpose of this summit is to give an agency technology update on projects, policies, and specific topics to our member agencies particularly the tech community. This Summit will be hosted once a year targeting the middle of the year. This year our main topic will be on security since there is an uptick of security issues and concerns across the US. We have reached out to all of our Member Agencies' Tech Departments and have invited them to this meeting with a good response for attendance.

4th of July Recap

The 4th of July was extremely busy as expected. Thanks to our dispatchers and supervisors for taking on the additional call volume. We were fortunate to have several staff voluntarily adjust their shift hours and come in on a day off to pitch in. This allowed us to "up staff" as we've historically done and also have dedicated non-emergency call takers for the busiest portion of the day. The result was shorter call answer times on both the emergency and non-emergency lines, despite the sharp increase in call volume.

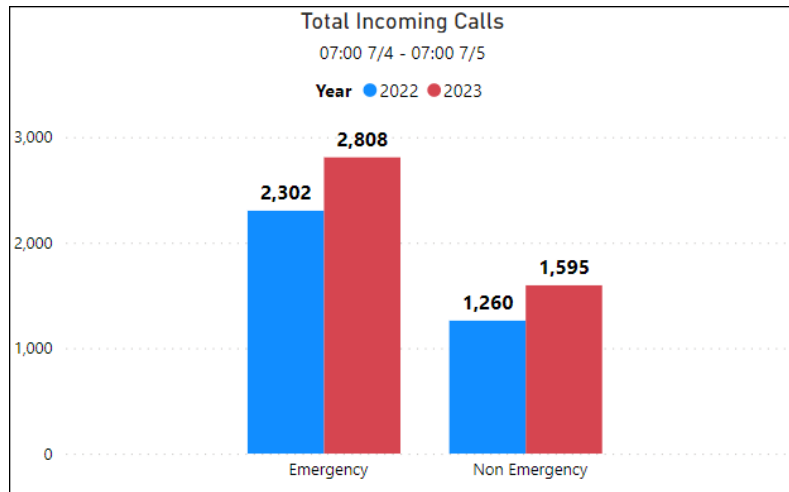
Additionally, nearly all of our law enforcement agencies opted in to custom messaging via SPIDRTECH over the holiday period. For specified call types (fireworks complaints and/or noise complaints), callers who reported these using a cell phone were sent an automated text message. The message reassured them that their call was received and set a realistic expectation that immediate response was probably not achievable on such a busy time period. The expected benefit to SNO911 was less calls back from citizens asking if someone was going to respond, complaining about response delays, etc. Unfortunately, there is no hard data to confirm whether or not this benefit was realized but we appreciate the police agencies applying this custom messaging as every bit helps when trying to keep phone lines open for life-threatening emergencies.

Below you will find several graphs including SNO911 call volume and call answer time data along with call for service information and comparisons to 2022.

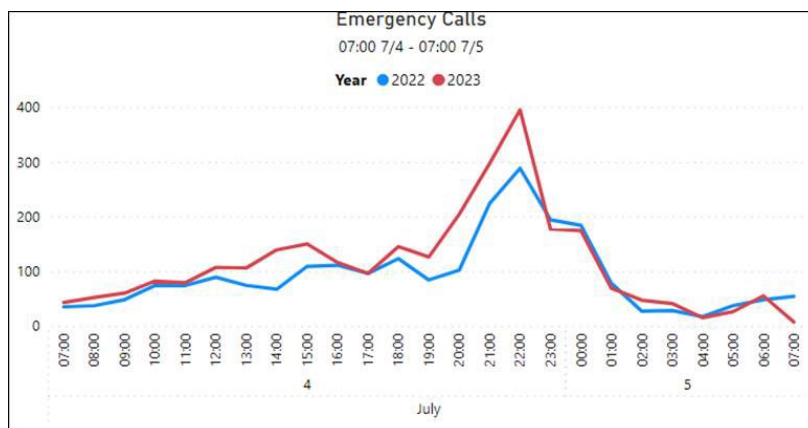
Not pictured in the graphs but of interest: Between July 4th and July 5th we processed 278 EMS calls through the Medical Priority Dispatch System (MPDS). Calls a bit out of the ordinary included:

- Two calls related to fireworks burn injuries; both related to fireworks with one person shot at with fireworks and one person who had facial burns and an eye injury
- One drowning
- Two calls related to heat with patients complaining of heat stroke
- One patient was stung by a jellyfish

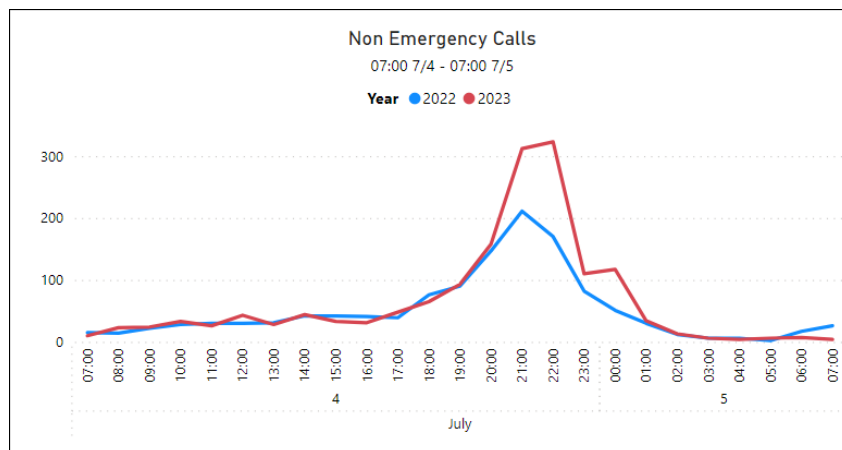
Incoming 911 & NEQ Volume 2023 & 2022:



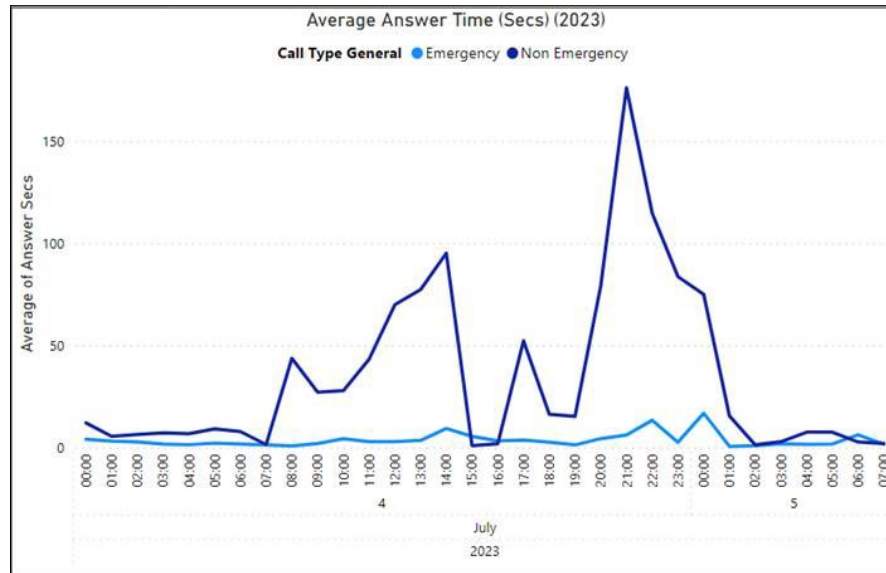
Emergency Call Volume by Hour



Non-Emergency Call Volume by Hour

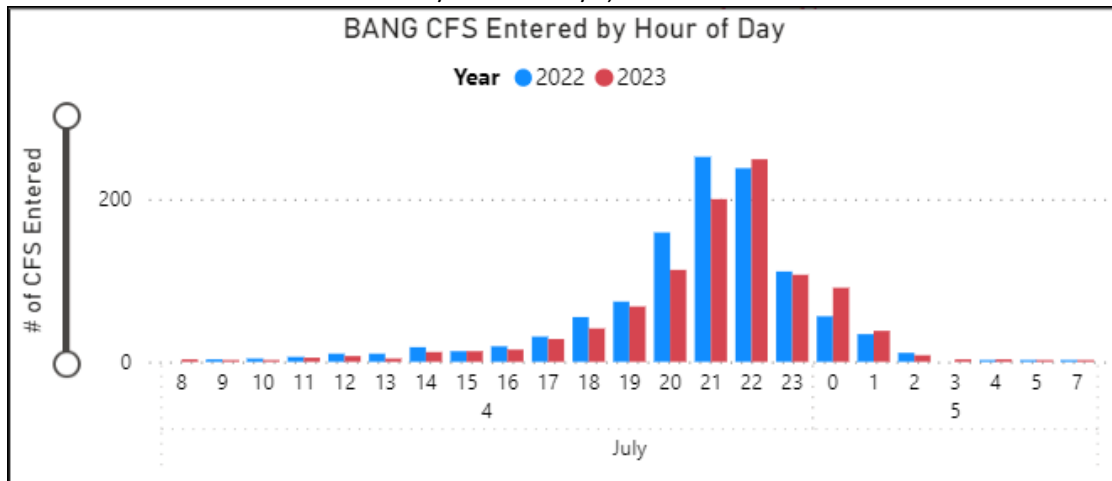


Call Answer Times by Hour July 4-5(In Seconds)

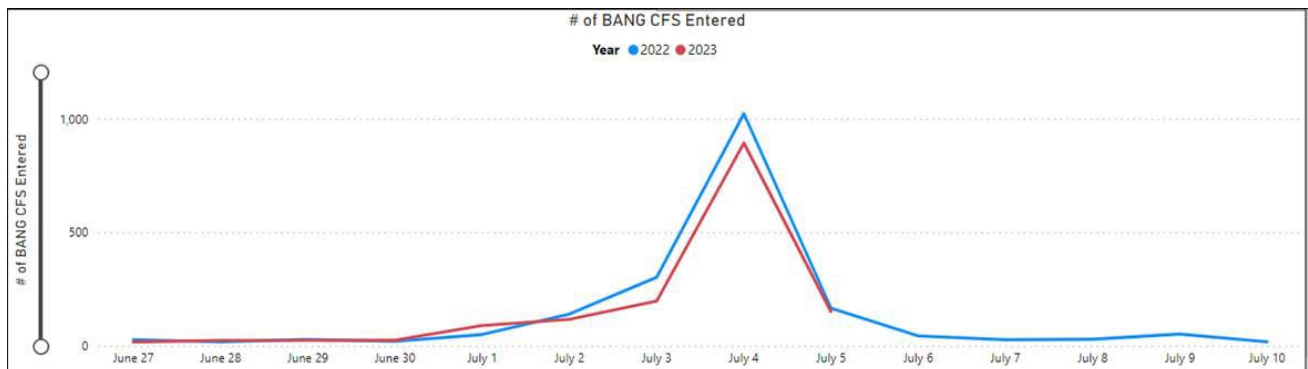


BANG CFS Entered by Hour:

07:00 7/4 – 07:00 7/5, 2022 vs 2023



BANG CFS Entered by Date:



2022 & 2023 Police Calls by Agency (Jurisdiction):

Police Calls – **Excluding BANG Call Type**, not cancelled

07:00 7/4 – 07:00 7/5

Police (Other than BANG) CFS By Police Jurisdiction		
PoliceJurisdiction	2022	2023
Arlington Police Department	78	102
Brier Police Department	17	14
Darrington Police Department	12	7
Edmonds Police Department	65	84
Everett Police Department	390	402
Gold Bar Police Department	7	5
Granite Falls Police Department	11	19
Index Police Department	1	4
Lake Stevens Police Department	95	106
Lynnwood Police Department	114	127
Marysville Police Department	137	188
Mill Creek Police Department	39	30
Monroe Police Department	73	69
Mountlake Terrace Police Department	62	55
Mukilteo Police Department	105	46
Snohomish County Sheriff's Office	466	592
Snohomish Police Department	35	39
Stanwood Police Department	23	23
Stillaguamish Tribal Police	40	32
Sultan Police Department	15	15
Woodway Police Department	1	2
Total	1,786	1,961

Police Calls – **BANG Call Type**, not cancelled

07:00 7/4 – 07:00 7/5

Police CFS By Police Jurisdiction		
PoliceJurisdiction	2022	2023
Arlington Police Department	45	39
Brier Police Department	9	9
Darrington Police Department	6	1
Edmonds Police Department	56	49
Everett Police Department	219	162
Gold Bar Police Department	4	2
Granite Falls Police Department		4
Lake Stevens Police Department	17	43
Lynnwood Police Department	63	51
Marysville Police Department	105	95
Mill Creek Police Department	13	11
Monroe Police Department	9	12
Mountlake Terrace Police Department	25	35
Mukilteo Police Department	22	9
Snohomish County Sheriff's Office	481	433
Snohomish Police Department	8	8
Stanwood Police Department	2	9
Sultan Police Department	2	5
Total	1,086	977

2022 & 2023 Fire Calls by Agency (Jurisdiction):

07:00 7/4 – 07:00 7/5

Fire CFS By Fire Jurisdiction (Holiday)						
General Call TYPe	Confirmed Fires		Other Fires		Unconfirmed Structure Fires	
FireJurisdiction	2022	2023	2022	2023	2022	2023
▲						
Everett Fire Department	1	6	4	14		
Marysville Fire District		4	3	7	1	
North County Regional Fire Authority	1	4	4	3		1
Sky Valley Fire				1		
Snohomish County Fire District #15		1		2		
Snohomish County Fire District #16				2		
Snohomish County Fire District #17	2			5	1	
Snohomish County Fire District #21		1				
Snohomish County Fire District #22				3		
Snohomish County Fire District #4	1	1	2	4		
Snohomish County Fire District #5			2	5		
Snohomish Regional Fire and Rescue	3	12	6	30	4	3
South Snohomish County Fire and Rescue	4	12	9	24		3
Total	12	41	30	100	6	7

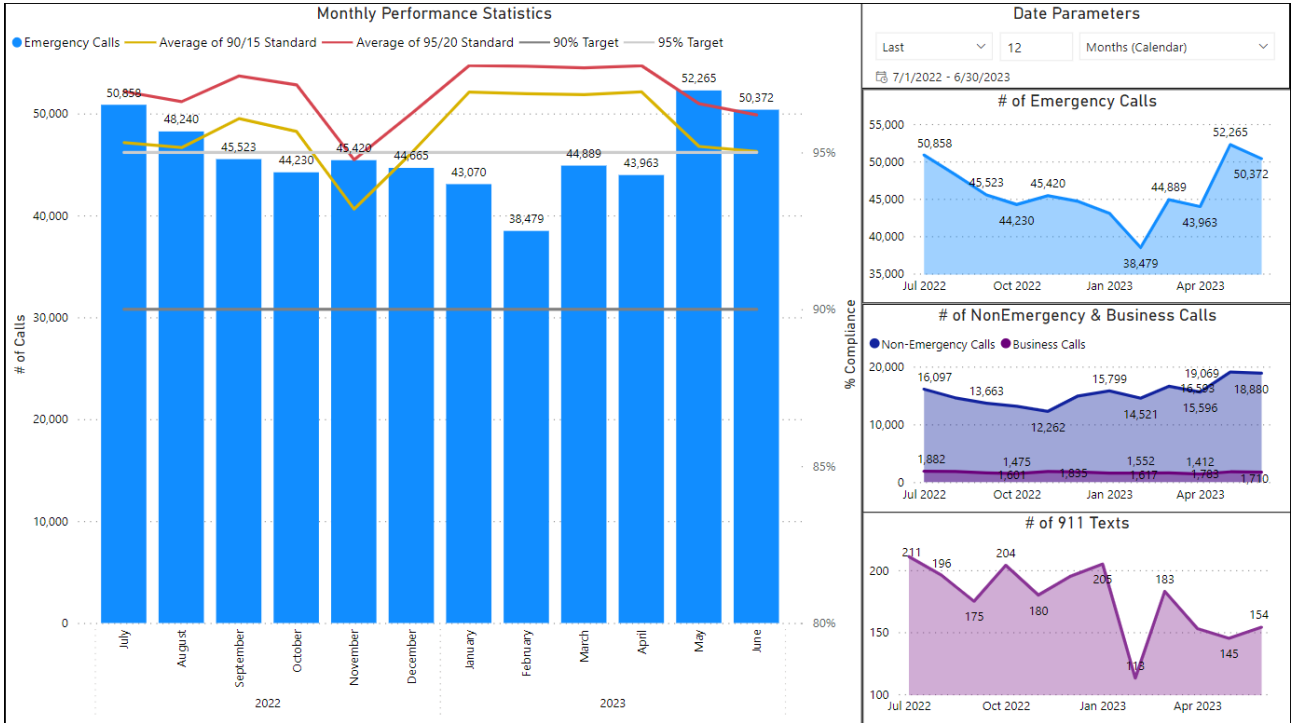
Comparison of “Normal Summer Tuesday” to 4th of July (used 6/20/23):

Fire CFS By Fire Jurisdiction (Normal Summer Day)					
General Call TYPe	Confirmed Fires	Other Fires		Unconfirmed Structure Fires	
FireJurisdiction	2022	2022	2023	2022	2023
▲					
Everett Fire Department		3	1		
North County Regional Fire Authority	1				
Sky Valley Fire		1			
Snohomish County Fire District #15		1			
Snohomish County Fire District #19		1	1		
Snohomish County Fire District #4					2
Snohomish Regional Fire and Rescue	1	1	2		
South Snohomish County Fire and Rescue	1	1	2	2	
Total	3	8	6	2	2

Key – Type Codes and Labels on Tables (Note: FC was searched for, no results)

General Call TYPe	CallType
▲	
Confirmed Fires	FB
Confirmed Fires	FCC
Confirmed Fires	FRC
Other Fires	FS
Other Fires	FS NONCODE
Other Fires	FTU
Unconfirmed Structure Fires	FR

Monthly Statistical Reports



Text-to-911 Report

[illegible]

SPIDR Tech Survey – June 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	639	58.30%
3 - Satisfied	406	37.04%
2 - Neither Satisfied nor Dissatisfied	35	3.19%
1 - Somewhat Dissatisfied	7	0.64%
0 - Very Dissatisfied	9	0.82%
Total	1096	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	1055	95.82%
Somewhat	31	2.82%
No	15	1.36%
Total	1101	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	06-Jun	Total
Everett Fire Department	2,187	2,039	2,163	2,033	2,227	2,191	12,840
Marysville Fire District	1,134	1,083	1,257	1,148	1,198	1,243	7,063
Mukilteo Fire	171	169	190	176	210	182	1,098
North County Regional Fire Authority	722	640	729	625	713	673	4,102
Sky Valley Fire	73	49	56	65	71	66	380
Snohomish County Airport Fire Department	20	19	24	25	16	16	120
Snohomish County Fire District #15	72	92	87	93	73	73	490
Snohomish County Fire District #16	30	17	19	10	22	28	126
Snohomish County Fire District #17	191	173	150	155	203	183	1,055
Snohomish County Fire District #19	26	33	32	35	40	28	194
Snohomish County Fire District #21	71	60	94	74	81	67	447
Snohomish County Fire District #22	34	43	28	33	41	51	230
Snohomish County Fire District #24	37	28	52	39	40	52	248
Snohomish County Fire District #25	5	6	12	7	7	11	48
Snohomish County Fire District #27	1	2		1	3	3	10
Snohomish County Fire District #4	284	296	311	301	328	303	1,823
Snohomish County Fire District #5	109	87	103	96	103	106	604
Snohomish Regional Fire and Rescue	997	922	1,031	1,013	1,055	1,031	6,049
South Snohomish County Fire and Rescue	2,917	2,734	2,944	2,854	3,115	3,006	17,570
Total	9,080	8,492	9,282	8,783	9,546	9,311	54,494

Police Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	Total
Arlington Police Department	1,856	1,672	2,062	1,874	2,188	2,155	11,806
Brier Police Department	353	288	272	297	303	376	1,889
Darrington Police Department	120	122	146	129	179	156	852
Edmonds Police Department	2,174	1,849	2,211	2,092	2,316	2,247	12,889
Everett Police Department	11,630	10,696	12,109	11,770	13,160	12,955	72,319
Gold Bar Police Department	245	373	241	250	382	292	1,783
Granite Falls Police Department	361	329	311	359	431	380	2,171
Index Police Department	39	50	59	55	47	46	296
Lake Stevens Police Department	1,651	1,608	1,882	1,818	2,216	1,923	11,098
Lynnwood Police Department	3,546	3,515	4,017	3,869	4,131	3,806	22,884
Marysville Police Department	5,621	5,008	6,193	6,034	6,526	5,990	35,372
Mill Creek Police Department	920	927	1,007	1,183	1,389	1,282	6,707
Monroe Police Department	2,220	1,945	2,096	1,966	2,044	1,866	12,137
Mountlake Terrace Police Department	1,689	1,489	1,698	1,381	1,694	1,831	9,782
Mukilteo Police Department	3,057	2,561	2,784	2,284	2,228	2,103	15,017
Snohomish County Sheriff's Office	11,856	11,164	13,071	12,529	14,396	14,051	77,062
Snohomish Police Department	881	877	942	913	917	980	5,510
Stanwood Police Department	543	699	679	680	766	656	4,023
Stillaguamish Tribal Police	1,381	1,289	1,175	1,238	1,282	1,542	7,907
Sultan Police Department	375	393	552	526	497	522	2,864
Woodway Police Department	52	39	36	44	37	67	275
Total	50,567	46,879	53,534	51,282	57,109	55,216	314,578

Full-Time Dispatchers

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

Job Title:	Current #	Status:
Trainee Dispatcher	16	2nd discipline not yet complete
Trainee Dispatcher 2	13	2 of 3 disciplines complete
Police Dispatcher	2	Legacy: Only trained in CT and Police
Fire Dispatcher	3	Legacy: Only trained in CT and Fire
Cross-Trained Trainee	1	Trainee in progress for 3rd discipline
Cross-Trained Dispatcher	56	Fully cross-trained in CT, Police, and Fire

Represented (Dispatchers & Sups)

F/T Approved 125
F/T Filled 107
F/T Vacancies 18

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees) 83.5%
Staffing Strength (excl. trainees, relief, LOA's) 68.8%

Appointive Staff

Approved 44
Filled 42
Vacancies 2
RRP Term Limited Approved 2
RRP Term Limited Filled 2
RRP Term Limited Vacancies 0

Relief Dispatchers

Currently Filled 7

Long-Term Leaves of Absence

F/T Dispatchers (including trainees) 0

Agency-Wide Headcount

Total # of Employees (no exclusions) 158

Dispatchers - Full Time

Approved 109
Filled 91
Vacancies 18
Vacancies includes 2023 + 6

Dispatch Supervisors

Approved 16
Filled 16
Vacancies 0

Senior Leadership (Directors)

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 21
Filled 19
Vacancies 2
RRP Term Limited Approved 2
RRP Term Limited Filled 2
RRP Term Limited Vacancies 0

Recruitment Status

PST Dispatchers Exam	0	The next PST test is scheduled to take place on July 22
CritiCall Test Invites Sent - June	51	Number of tests invites sent out for academies scheduled for July & Sept
CritiCall Tests Complete - June	11	Of these completed tests, 6 received a passing score
Interview	4	Interviewing for upcoming academy scheduled in Nov
Polygraph Exam	1	Scheduled for polygraph exam (or awaiting results)
Background Check	5	Currently in process of background check with PST
Psyche and/or Drug/Hearing	2	Scheduled for psych or drug/hearing test (or awaiting results)
Onboarding/Orientation	4	Final job offer signed. Awaiting the start of the next new-hire 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	3	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	2	1	0	0
Resignation in Lieu of Term	2	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0

YTD Employment Separations

15

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for July 11, 2023 / 10:30-11:30 a.m.
Location: Web Conference

Meeting Attendance:

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

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

Chair, Jim Lawless called the meeting to order at 10:30 a.m.

1. **Roll Call:** Roll call was done as attendees logged into ZOOM.
2. **Approval of Minutes:** Sgt. Shane Hawley made a motion to approve the June 13th, 2023 meeting minutes and was seconded by Lt. Jason Toner. Passed unanimously.
3. **Announcements:** Andie reminded the group about the email she shared earlier this week with statistics regarding the 4th of July.
4. **Action Items:** None.
5. **Reports:**
 - A. **Policy Review Committee:** Jim Lawless – With the new Policy Review Committee formed this line item will be removed from the Police TAC agendas to be added as needed moving forward.
 - B. **Mobile Users Group:** Travis Katzer – Travis informed the committee about the activity with the LERMS users group, working on best practices which will help with the transition to Enterprise. November 7th & 8th SNO911 will be hosting the NW users group, a training event for all staff, user driven, free training for people who couldn't make it to the Connect conference.
 - C. **SNO911 Updates:**
 - a. **LERT Update:** Sheila Betts – Sheila gave an update on the Law Enforcement Records Technician's (LERT) positions which have been active for just over a year now.

Kurt added some background on the positions, noting that when SNOPAC and SNOCOM consolidated, SNOCOM was providing an "enhanced police records" service to Mill Creek, Mukilteo, Lynnwood,

Mountlake Terrace, Brier, Edmonds and Woodway.

LERT is responsible for handling all police records, warrant entries, confirmations, clears, missing persons and anything that is not real time, actively happening on a police radio. The intent was/is to relieve dispatchers of this responsibility while also working radios and phones, Monday-Friday 0800-1800 hours.

In 2021 the Board approved 2 LERT positions on a two-year trial basis at which time, the program would evaluate interest in expanding it and offering it to agencies outside of who are represented currently. In forecasting for 2024, Sheila is working on getting a list of agencies who would be interested in this support.

D. **PTCC: Brent Meyer** – Brent shared that on July 20th SNO911's Tech team will be updating the Delta environment to version 23.2. Testing will be ongoing until the general release in September.

E. **Radio Replacement Project: Howard Tucker** – Background infrastructure is still the main focus of the Radio team and the projected time for cut over remains December 2024. The new microwave plans to be put into use by Fall, which will improve reliability. PSCERN related, north agencies in King County are planning on cutting over in August, which will push SNO911 to make operational adjustments and change to digital talk groups.

Terry added that SNO911 is working on a lifecycle replacement pattern for portable batteries. Historically, SNO911 would buy all new batteries every 4 years, distribute them to the agencies and then leave it up to the agencies to manage them for the duration of the 4 year life span. Now the Project Performance committee would like to replace 25% of them every year. Beginning 2024 SNO911 will budget for that lifecycle of battery replacement. Batteries that show 70 – 80% while in the charger are the ones that need to be replaced.

6. **Technical Update: Marlin Herolaga** – Marlin reported that the first draft of the Datashare Agreement to adhere to RCW39.34.240 is completed and has been submitted to Director Mills and legal for review and he expects to have it finalized by the end of July. The next step is to distribute to all SNO911 member agencies for review and signature.

Marlin also reminded the committee about the July 25th SNO911 will host the first IT Summit, projected to last a couple hours and be a technical review for all member agencies of all the projects, policies and procedures with a focus on security. Based on responses to the email invite there will be strong participation and opportunity for collaboration.

7. New Business

A. **New Interop MOU: Kurt Mills** gave some background on the topic sharing that SNO911 distributed documents to user agencies providing information in order to help cut-over to the digital system in hopes to mitigate any lapse in coverage or interop communications. SNO911 will be taking special consideration for MOU's with non-public safety entities. With over \$1M being spent on encryption, SNO911 needs to be able to account for who/what/when/why and where anyone is on the system at any time. Prior to cutover, all existing MOU's need to be replaced with the new format. Radios on the new system must be approved beforehand and SNO911 maintains the encryption keys and will install the programming.

Terry presented a new sponsorship type program which includes a new template for the MOU and an updated policy. He shared some documents on the topic as well.

Sgt. Shane Hawley made a motion to recommend this to the SNO911 Board of Directors meeting on July 20th and Lt. Mike Gilbert seconded.

8. Old Business: None.
9. Good of the Order: None.
10. **Adjourned** at 11:03 a.m. The next Police TAC meeting is scheduled for August 8, 2023.

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

June 21, 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
☐ 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	Joshua Cole, Paine Field	Andie Burton, SNO911	Jeremy Waldner, SNO911	
	Dave Oliveri, Paine Field	Hattie Schweitzer, SNO911	Meg Bittinger, SNO911	
	Theresa Ramey, NCFEMS	Brittney Martens, SNO911		
	Colby Titland, SRFR	Chris Gass, SNO911		
	Kurt Mills, SNO911	Bleu Jaegel, SNO911		
	Terry Peterson, 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.** Eric will be discussing topics that are not noted on the agenda. This is Steve Guptill's last Fire TAC meeting as he is retiring on June 30th.
2. **APPROVAL OF MINUTES.** A motion was made by Jeremy Stocker to approve the May, 2023 Fire TAC / Ops meeting minutes as written. Seconded by Jason Hodkinson. Unanimously approved.
3. **COMMITTEE UPDATES.**
 - A. **PTCC / NWS.** *Chris Gass* – SNO911 will be participating in Tyler's Early Taker Program for the 2023.2 upgrade. They should be getting the early release version in mid to late July so they can start the testing process. This upgrade includes the complete rework of the recommendations engine so they are expecting to find quite a few bugs and issues, and they will get those reported to Tyler immediately so they can include fixes in the general release. If anyone is available to assist in testing, please reach out to Brent. Windows updates were on the 6th, and they were finished in the allotted time frame. Next round is currently penciled in for September.

- B. Technical Update.** *Bleu Jaegel* – Marlin is currently working on a new data sharing agreement for SNO911. This agreement will only be between SNO911 and its member agencies, no vendors or contractors will be given this agreement. Bleu shared a link to RCW, 39.34.240, which requires that a data sharing agreement be in place when sharing category 3 or higher data. This new agreement will provide the requirements and authorization for SNO911 to exchange confidential information with their member agencies to ensure compliance with legal requirements pursuant to the RCW law. The agreement highlights things like data storage and handling requirements, security of the data, and justification for data sharing. Marlin hopes to have this agreement completed by July for review by the SNO911 Senior Leadership Team, as well as their attorney. The hope is to have it finalized and sent out to all the member agencies by the end of July, with the expectation that all will review and sign the agreement by early August.

The second item is that SNO911 is planning a SNO911 IT Summit. This is to give updates on projects, policies and specific topics to the member agencies, particularly the tech community. They would really like the member agency tech departments to be present so they can ask questions and give feedback. With the uptick in security issues and data breaches, this gives the opportunity to come together to discuss these issues and come up with plans to keep the public safety networks safer. The summit is scheduled for July 25th at SNO911's new facility in the boardroom, and an invite and Zoom link will be going out soon. It should be no longer than 2 hours, and SNO911 hopes to start doing this once a year.

C. Radio Replacement Committee.

- i. Accessing PSERN TG's After Their System Move. *Jeremy Waldner* – PSERN has been transitioning to digital for a while now, and they are moving to their P25 digital talk groups in August. A question came up in Police TAC as to whether the Radio folks will be reprogramming the radios. That would take quite an effort on SNO911's part, so they are not planning on doing that at this time. They will be coming out to some of the agencies to put accent points which should make this a lot easier. Please review the PPT and let the radio folks know if you have any questions.

- D. Radio Procedures Committee.** *Chris Gass* – The CARE type code was discussed at the last Fire TAC meeting, and Chris went over the brief write up on that. This type code is for community assistance, referral and education. It will be used for Fire, Social Workers and Mental Health Professionals. They will be contacting community members to offer services and follow up on responses. Everett Fire is requesting a 10-minute on scene timer that offers status checks for social workers that are out helping on these calls. A motions was made by John Chalfant to accept the CARE Type Code description as written. Seconded by Mike Calvert. Steve Guptill opposed. Motion passed.

E. Fire User Group. N/A

- F. Fire Standards/Data.** *Brittney Martens* – They are currently working on bringing the Transfer Patient Care time stamp into what they refer to as the "Damon Extract", which is the report of Fire Calls by Agency that Damon sends out to everyone every month. Hopefully there will not be any interruptions based on formulas that folks may have set up, but if anyone is worried about it, feel free to reach out to Brittney.

- G. County Fire Resource Plan Committee.** *Jeremy Stocker* – They had a Modes of Operations meeting a couple weeks ago. They discussed different levels of resource depletions, and Chris and Derek are working on the Rave side of things to do some testing, so that when there are resource depletions in their zones, agencies will get notifications. They also discussed the 8 zone coordinators, and strike team and task force responses. Jeremy said the biggest take away is that

there are 8 Zone/Resource Coordinators for the County, and they are automatically notified of large incidents such as 2nd Alarm Commercial Fires, MCI, and or Strike/Task requests. The Resource Coordinators will work on back-fill or filling other areas as required. The coordinators are also available to assist with needs that are the result of overall volume – not just specific, large incidents. The training PowerPoint that SNO911 put together went out, and Jeremy added a couple slides to that. Final word - if you need a strike team or task force, request it. If you need resources to be moved up, somebody from your agency needs to request that the Resource Coordinator contact them.

H. SNO911 DRC/DSC. *Hattie Schweitzer* – They kicked off the last DSC meeting with the announcement that Dr. K is now the medical program Director. They also discussed the Nurse Navigator Program, which is being handled by the Fire Chiefs Committee at this point, so DSC is in stand-by mode until they have a clear direction as to where they will be going from here. Another update at the meeting was regarding Protocol 25, which is the psych, suicide and abnormal behavior protocol. IAED is updating this and there are potential changes and updates coming. The group is hoping to bring these updates and recommendations to Fire TAC in August or September.

4. SNO911 UPDATE. *Andie Burton* – Over the last couple of weeks, operations has been working on staffing for the Fourth of July, and Andie is happy to report that there is enough staff who are far enough along in training who have volunteered to come in and answer the non-emergency lines. Andie also reached out to agency PIOs with some suggested language for their social media posts over the next couple of weeks regarding when to call 911 vs. the non-emergency line on the Fourth of July. Andie also shared that later this year, Bothell Police Dispatch will be closing. They are a law enforcement only PSAP, and they dispatch for both Bothell PD and Lake Forrest Park PD. Dispatch services will be provided by NORCOM when they close – there is no specific date at this time.

Terry Peterson – As was mentioned at TAC last month, the Fire Chiefs Association asked SNO911 to hire a consultant to conduct a study with the fire agencies, specifically looking at Snohomish County EMS, and areas for further collaboration. SNO911 hired Berk Consulting, and a chief from each agency should have received an email from Terry requesting that you schedule one-on-one interviews with Berk. They would like to hold these interviews over the next 4-5 weeks. Then in September, they are planning to hold a joint Fire TAC/Fire Chiefs Association EBoard meeting, probably in the Harvey Room. Berk will share their findings and it will just be another opportunity to give input on the process. Regarding the Fire Chief's Association, they did form a sub-committee that is looking at the Nurse Navigator options. There was a GMR Nurse Navigator demonstration back in April, and just last week SNO911 issued a request for qualifications. It looks like there may be more than one vendor out there that provides this service, and the plan is for the sub-committee to report back to the fire chiefs sometime in September with the intent of getting something started the beginning of next year.

5. OLD BUSINESS.

A. First Due Workgroup. N/A

B. Fire Requests for Police FRP Change. *Chris Gass* – A change to radio procedures section 4.4 for safety status checks was discussed. If the request for police is not clear in priority or nature, the dispatcher shall ask for clarification to ensure sufficient information is obtained. This does not apply to Code Blues. Motion made by Jeremy Stocker to accept the procedure as written.
Seconded by John Chalfant. Unanimously approved.

- C. **Map Perimeter for Caller/Patient Location.** *Chris Gass* – Training went out to the dispatchers a couple weeks ago on creating map perimeters. Chris shared a document on what that looks like.
- D. **Nurse Line Cancel FRP Change.** *Chris Gass* – This is another change to policy regarding being able to directly tell responding units or rapid dispatch agencies to cancel when a call is transferred to the Nurse Line. Terry clarified that Fire TAC took action on this last time, but SNO911 just wanted to share the specific language and go over what was approved.

6. **NEW BUSINESS.**

- A. **STRIKE/Additional Requests Update.** *Chris Gass* – Already covered.
- B. **FBI Radio Agreement.** *Howard Tucker* - Howard had to drop off the Zoom. No discussion.
- C. **Radio Watch Requirement for Outages.** *Chris Gass* – During the outage on the 6th, there were a couple issues with stations not receiving calls in a timely fashion. There have been some changes since the last significant outage, so they would like to re-implement the requirement for Radio Watch during all planned and unplanned CAD outages to avoid this happening in the future. It is up to each agency how they want to handle the watch.

7. **GOOD OF THE ORDER.** *Eric Andrews* – Police Requesting Fire for Various Types of Stand byes. Eric had some examples of police requesting fire to stage for potential scenarios involving bombs or shots fired. The question came up as to what the type codes should be, and is there a consistent way to handle these situations? Per Chris, what happens now is when there is a police request for fire that is not processed through ProQA or any other protocols, the dispatcher is supposed to look over the details of the call, and make a determination of what type of response is needed. After much discussion on all of the different scenarios that everyone has experienced, Ryan Lundquist made a motion that law enforcement requests for fire, with no known immediate need, are to be entered as a NOTICEP. Seconded by Jeremy Stocker. Unanimously approved with Steve Guptill abstaining.

Eric Andrews – Who can attend the Fire TAC meetings? Eric was approached by someone at Northwest Ambulance with the request to attend Fire TAC meetings, and Eric didn't see any reason why not, but wanted to check with the group. Per Andie, past practice has been that if someone that is not from one of the member agencies wants to come to Fire TAC, a member of Fire TAC needs to invite them. And there is usually a specific reason and they would be on the agenda, it's not an open invite. Terry Peterson mentioned that the concern is that NW Ambulance is a private, for-profit company, and an open invitation to them can potentially create an unfair advantage over others. Per Jeremy Stocker, since NW Ambulance operates in Snohomish County, it makes sense to him that they attend because this is a combined TAC/Operations meeting. After much discussion about the things that are discussed at Fire TAC and who needs to be there, a motion was made by Whitney Mansfield that if a non-member agency wants to participate in Fire TAC, they must get approval from the Chair or Vice-Chair to do so. Seconded by Jeremy Stocker. Unanimously approved.

Chris Gass – They have been working with Rave to set up an alert for mutual aid calls for a couple of jurisdictions that have expressed interest for it in the past. Chris shared a document that he will send out to Fire TAC, and those that are interested can get in touch with him.

Jeremy Stocker – He would like to discuss Out of Service Training at the next meeting. Jeremy also expressed interest in looking in to using the existing functionality in CAD that allows units in identified (lower priority) statuses to be pre-empted if a call of greater priority comes in. SNO911

staff will look at the operational/workflow impacts and be better positioned to speak to feasibility after that.

Andie Burton – Andie asked if any agencies have set up FOCs for the Fourth of July. The consensus was that the majority of the agencies will not start planning anything until closer to the 4th. She requested that if they do, please let SNO911 know by emailing ops@sno911.org.

8. **ADJOURN.** The Fire TAC / Operations Committee adjourned at 3:09 p.m.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, July 19th at 1:30 p.m. via ZOOM, or in-person at the Snohomish Training Annex.

DRAFT

**Snohomish County 911
Finance Committee
Meeting Summary for July 13, 2023 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Derek Daniels	✓	Jenna Nand (arr. at 1:48 pm)	✓
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. There were no announcements.
2. **Reports.**
 - A. **Blanket Voucher Report for June.** There were no questions. Derek Daniels moved and Ken Klein seconded to recommend the Board approve the Blanket Voucher Report for June. The motion passed.
 - B. **Fund Balance Report for June.** Informational only. There were no questions.
3. **New Business.**
 - A. **APF - Fleet Expansion Requests.** Terry reported that two fleet expansion requests were received, one from Everett Fire for one mobile radio for an additional vehicle joining their fleet, and Marysville Police Department has requested 10 mobile radios. He recalled that the board previously approved a similar request with Edmonds PD who went from a shared vehicle to a take-home model for their agency. He explained that there is still sufficient funding available for these radios. Ken Klein moved and Derek Daniels seconded to recommend the board authorize staff to move forward with the Everett Fire and Marysville PD fleet expansion requests to be funded using Fund 140. Chief DeMarco abstained, and the motion was approved. The committee also agreed to move the APF to the Consent Agenda.
 - B. **APF - Tower Site Master Lease Agreement.** Terry included some additional items that go along with the Master Lease Agreement that had been included in the packet. He explained that other items received legal approval before the meeting, so they will be considered as well. In this case, staff is requesting approval to update existing lease agreements, adding a lease agreement for ICOM (Island 911 Communications) at Granite Falls, and correcting a couple of documents: 1) ICOM moved out of one of SNO911's tower shelters three years ago, and moved to another shelter on the same site. They did not inform SNO911 that they were switching power, and have asked for three years of credit due to the move. SNO911 will credit them for one year, and will stop any additional billing going forward. 2) ICOM installed an antenna with SNO911's permission on the Fire Trail site. The lease agreement did not adequately describe the location, and T-Mobile has subsequently installed a new antenna that blocks the one installed by ICOM. ICOM has asked SNO911 to move the antenna and bill the expense over a five year period. An MOU has been created to cover those matters. In addition to the Master Lease Agreement, two other site license agreements will also need to be approved. These cover ICOM at both Fire Trail and at Granite Falls. Following some discussion, the committee took action. Derek Daniels moved and Ken Klein seconded to recommend the board authorize the Executive Director or his designee to sign the Master Lease Agreement, Site License Agreement for Fire Trail, Site

License Agreement for Granite Falls, and the MOU with Island County 911, in a form substantially as presented, pending final legal review. The motion passed unanimously.

- C. APF - RRP Maintenance.** Terry reported that the Radio Project is nearing the end and they plan to switch over in late 2024, with users getting on the system in early 2025. He explained that they are planning for long term support and maintenance of the radio system. They have been negotiating with Motorola for a 6 year plan. Terry described the particulars of the agreement, which are covered in the APF and the Table which was included in the packet. He explained that the amount has always been in the long-term plan for the project. Motorola is working on adding this support agreement as a contractual amendment (or change order) to the existing contract with them. Terry also spoke about some upgrades in the future that would not be included in the contract, but are still included in the agency's long-term plan of the 1/10th of 1% funding. Those include platform upgrades and radio consoles. Kurt expressed his thanks to Terry for negotiating the deal with Motorola. He added that legal is still reviewing the change order, and it may be available for distribution in the next board packet. No action is being requested today, but Terry explained that there is a specific window of opportunity for the work to be done and for Motorola's team to be available. He is hoping the board can take action as soon as possible so this can be scheduled once the system is complete, but before users cut over.
- D. Tax Exempt Status.** Terry reported that Finance Director Wade Anderson contacted the County and State Department of Revenue, and learned that SNO911 has received their tax exempt status and will not be paying property taxes for the new building, which is estimated to be a savings of \$180,000 per year.
- E. Informational Update - Future Facility Target Value Design (TVD) 3.** Kurt reported on some information that will be shared in a detailed presentation to the board next month. Target Value Design is an iterative process where they work on narrowing down the budget for the future facility. He added that they have landed on a design concept that they think will fit their needs. Teams of Electrical, Mechanical, Civil, Structural and Physical Threat Assessment groups are getting actionable estimates for the work that needs to be done. He spoke about a Maximum Re-Use strategy, whereby they will re-use as much of the existing building they can within the non-critical spaces. Building A will mostly be re-purposed, with more extensive remodeling and seismic improvements planned for Building B. Kurt shared an overview showing some of the potential changes to the buildings and parking area.
- F. 2024 Budget Prep.** Kurt explained that this month they're working on building the budget. He added that the labor attorney will be present during the Executive Session at the next board meeting to get directions from the board on the ongoing contract negotiations with the dispatch union. A draft budget will be brought forward in August, with the final approval scheduled for September. Kurt added that the Capital Plan is now separate and will be discussed and voted on in December. Some budget topics were shared with the committee which will be discussed in Executive Session with the Board. Lots of discussion about the possibility of expanding Nurseline.
- 4. Good of the Order.**

 - Kurt mentioned that last month the committee discussed reviewing the Procurement Policy. He reported that staff didn't see any urgency in making any changes, so they will bring this back in a few months.
- 2. Adjourn.** The meeting was adjourned at 2:40 p.m. The next meeting is scheduled for August 10, 2023 at 1:30 p.m.

**Snohomish County 911
Personnel Committee
Meeting Summary for July 12th, 2023 - 9:00 a.m.**

Meeting Attendance:

Committee Members					
George Hurst, Chair	X	Thad Hovis	X	Jonathan Ventura	
Staff Support Team					
Kurt Mills	X	Terry Peterson	X	Rosie Akopyan	X
Tiffani Brown (notetaker)	X				

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

The meeting was called to order by Committee Chair George Hurst at 9:02 a.m.

1. **Review Staffing Report.** Terry shared the staffing report for July, highlighting the number of dispatcher vacancies and overall SNO911 staff strength; retention being the top focus.
2. **Appointive Staff Health Plan.** Kurt shared the upcoming changes to SNO911's Kaiser insurance plan, offered to the appointive staff, which will change to the AWC plan in October.
3. **SCEA Negotiations Update.** Terry shared a presentation that was shown to the Union negotiating team.
 - a. **Informational PowerPoint.** SNO911 is working to make advancements in the recruitment and training processes in an effort to improve job recruitment, training and retention percentages in the months/years to come. The main focus is on culture, longevity and creating a partnership which complements our shared vision of being the premier 911 center.
4. **Employee Survey.** Kurt shared the draft survey with the committee which is still on target for distribution.
5. **2023 Budget Updates.** Kurt provided an overview of budget assumptions for 2024 as well as the timeline. The committee discussed the assumptions and plan.
6. **Round Table.** None
7. **Next Personnel Committee Meeting, Wednesday, August 9, 2023 at 9:00 a.m.**

The committee adjourned at 9:36 a.m.

Snohomish County 911
Future Facility Committee
Meeting Summary for July 11, 2023, 1:00 – 2:00 pm
Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco		George Hurst	✓	Jeraud Irving	✓
Richard Emery					
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 1:04 p.m. by George Hurst.
- 2. Target Value Design (TVD)** 3. Kurt provided a Power Point Presentation to the committee covering the process of Target Value Design. This involves using an iterative process where they begin working with electrical, civil, mechanical, structural and physical security threat assessment teams to determine the true cost of the project. This is a necessary step in order to reach the guaranteed maximum price. These groups are reviewing the feedback they've received in order to develop the budgets that will meet SNO911's needs while staying within the overall budgetary guidelines. Currently they're in the third round of this process. Steve spoke about how this allows the teams to get a concept idea before they create the true design of the remodel. This concept also helps them get real costs associated with the work that will need to be done. These design concepts cover the question of how the building will be used and where things will be located.

Maximum Re-use Strategy. Kurt spoke about conversations they had with the architect where they requested to re-use existing space as much as possible. This helps them focus their dollars on the communications center, the server room, back-up power, etc. He also mentioned some design elements they are discovering: 1) another generator will be needed. 2) The geological survey showed that the building is built on glacial till. They will still need to internally install micro-pilings and other structural bracing elements for seismic improvements. 3) They need to replace the HVAC system in Building B, and 4) Building B's elevator will need to be decommissioned, with a new elevator being installed between the two buildings. Additional items discussed:

- They will reuse the old elevator frame to run cables through. Having the new elevator being constructed between the two buildings in a new enclosure eliminates the security and staff flow issues that would likely occur with an elevator opening onto the dispatch floor.
- An Energy Code Update needs to be submitted to the City of Everett's Planning Department no later than October 1st.

- The PUD will need to upgrade their transformer. There are concerns with getting that done within the current schedule.
- The generator will need to be moved closer to the building. The cost of running lines underground to the current location would be a huge expense.

Kurt also detailed the planned entrances for both public and staff, as well as the secure parking lot and other features inside the buildings. Terry pointed out the areas that would likely be re-used, as well as those areas that will be demolished and rebuilt.

- 3. Geological Survey.** Discussed earlier in the meeting.
- 4. Next steps.** Steve reported they've received permits to begin some selected demolition work. They are meeting with the team later in the afternoon to go through the latest cost estimates. Once the predesign plans are approved, the architectural team will begin working on the actual design. This will allow them to further define the cost estimates. Steve also discussed with the committee members what types of site security they plan to have in place during the construction process.
- 5. Round Table.** Kurt asked the committee if they would be interested in having Lydig Construction attend the August Board meeting to share some of the construction details that were discussed today. The committee was interested in having more of a detailed presentation given that would likely be scheduled separate from the actual board meeting.
- 6. Next meeting.** The meeting was adjourned at 1:50 pm. The next meeting is scheduled for Tuesday, August 1, 2023 at 1:00 pm.