



TCOMM911 IN-BUILDING ERCES MIGRATION AND ACTIVATION PROCESS

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1. Definitions

- BDA – Bi-Directional Amplifier receives, amplifies, and broadcasts radio signal back and forth from a radio site allowing re-transmission using a DAS inside a building.
- DAS – Distributed Antenna System are the antennas located throughout a building that connect to a BDA allowing two-way communication using an external radio network.
- DL – Downlink is the link from the radio system to the end user.
- ERCES – Emergency Radio Communication Enhancement System, also referred to as BDA/DAS, or DAS.
- TCERN – Thurston County Emergency Radio Network - The new P25 digital radio network for first responders.
- TCOMM911 – Thurston 911 Communications - The agency that owns and operates the TCERN system infrastructure and 911 emergency dispatch center.
- TCOMM911 Radio Systems Department – The radio department is responsible for the system performance of TCERN.
- UL – Uplink is the link between the end user and the radio system.

2. Executive Summary

Thurston 911 Communications (TCOMM911) is upgrading the Thurston County Emergency Radio Network (TCERN) used by first responders in Q4 2024. All radio users on the current network will be transitioned to the new radio network (TCERN) and as a result, all properties with an in-building emergency radio communication enhancements system (ERCES) currently operating on the TCOMM911 Emergency Radio System need to have those systems updated. This update will allow the ERCES to operate properly on the new radio network.

The process to update and re-activate existing ERCES and the roles and responsibilities of the key stakeholders involved are defined in this document.

It should be noted that any costs associated with the upgrade of existing ERCES is solely the responsibility of the Property Owner.

3. ERCES Update Process Overview

Refer to the detailed process flows below.

- a. TCOMM911 recommends that building owners and/or property managers for any property with an operational ERCES on the current VHF TCOMM911 radio network re-test their building using NFPA 1221 guidelines for in-building coverage to determine the future need for an ERCES on TCERN.



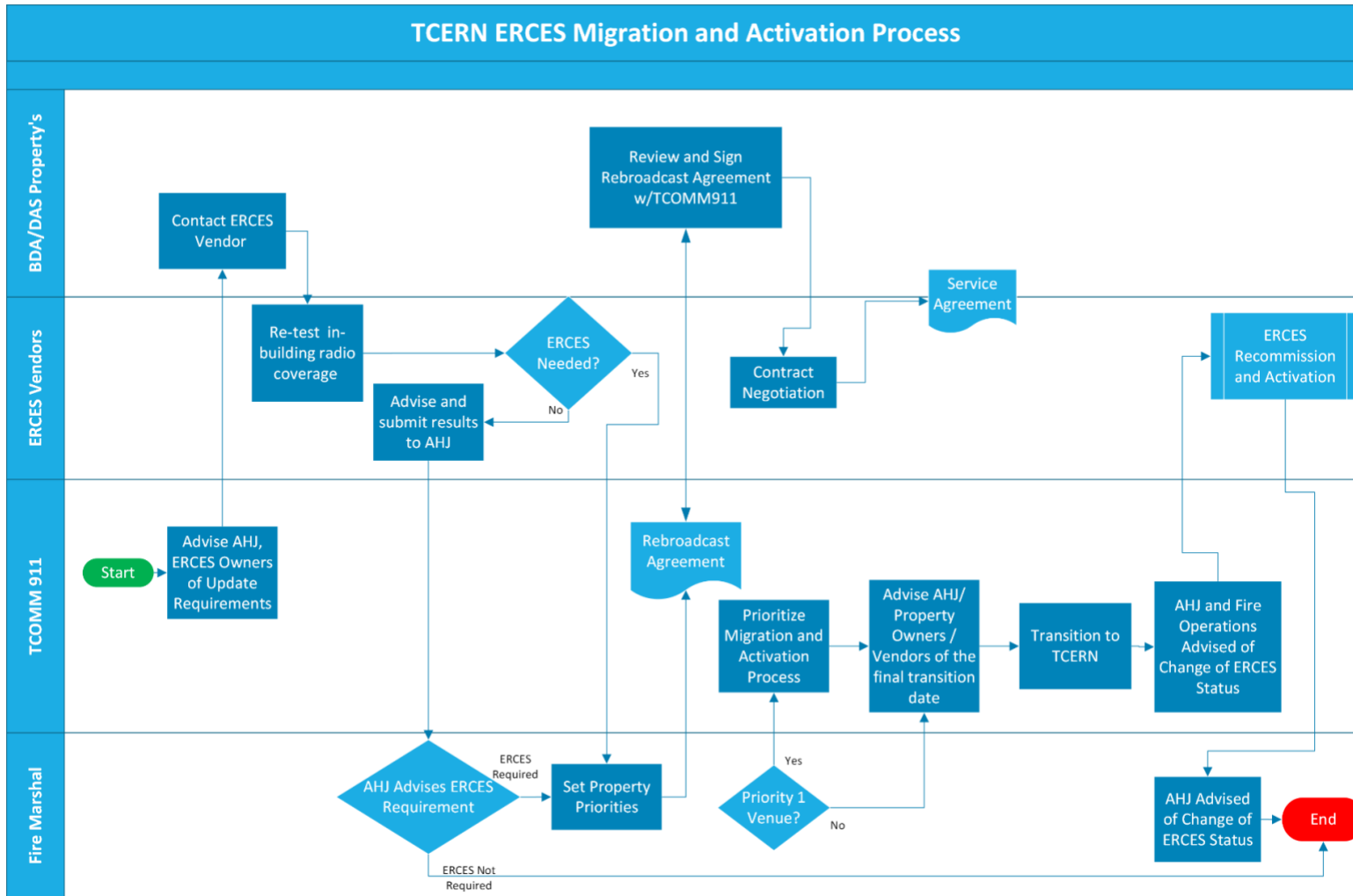
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- b. If test results indicate an ERCES is required, building owners and/or property managers need to work with an ERCES vendor to design and implement an ERCES that meets the technical requirements for operation on TCERN.
- c. Note that existing ERCES will not support in-building public safety communications once users are transitioned to the P25 network in Q4, 2024.



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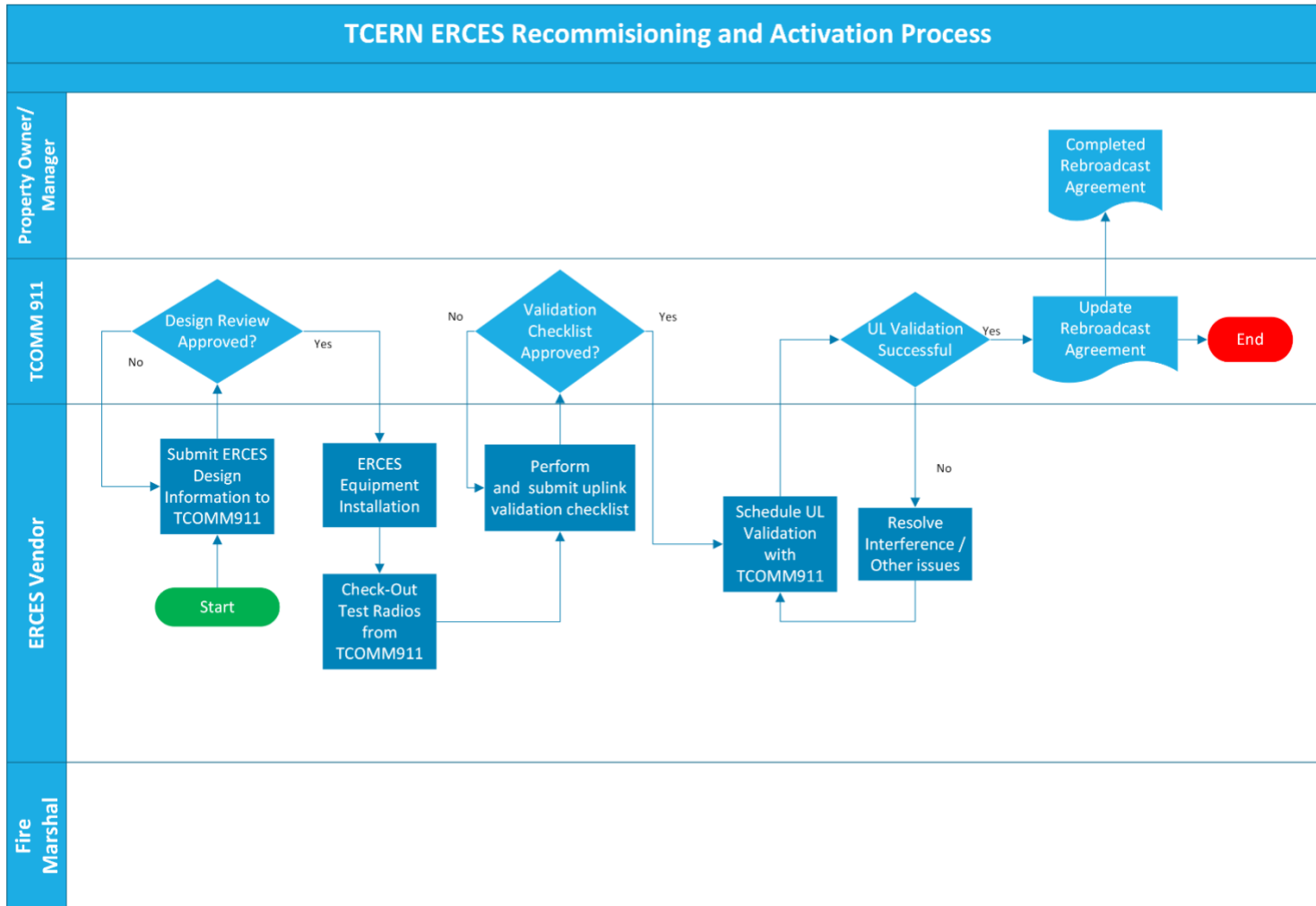
4. Detailed ERCES Migration Sequence Diagram





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5. Detailed ERCES Migration Sequence Recommissioning Detail





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6. ERCES Property Prioritization

TCOMM911 and Thurston County Fire Marshals will work to prioritize buildings according to the table below and finalize the categorized list of ERCES properties 30 days prior to radio user transition shutdown.

| Priority | Type | Example Venues |
|----------|-------------------------|--|
| 1 | Critical Infrastructure | Police Stations, Jails, Trauma Centers |
| 2 | High Occupancy | Convention Centers, Sports Arenas |
| 3 | New Construction | Properties obtaining Temporary Certificate of Occupancy (TCO) for the first time |
| 4 | All Others | All Others |

TCOMM911 will coordinate with Fire Marshals and building owners of Priority 1 facilities after users are migrated to the new P25 network to facilitate recommissioning of ERCES on TCERN.

7. TCOMM911 External Communications

In the lead up to the radio system transition to TCERN, the items below define the overall communication plan for property owners and managers, ERCES vendors, Fire Marshals, and TCOMM911 stakeholders.

- Townhall meeting with Fire Marshals to agree on update requirements and strategies for ERCES post transition to TCERN.
 - If approved, communicate a pause on all new ERCES installations until the new P25 digital network is operational.
- Distribution of the final ERCES Migration and Activation process to ERCES property owners and managers, ERCES vendors, Thurston County Fire Marshals, and TCOMM911 internal stakeholders in August 2024.
- Provide stakeholders with self-serve access to ERCES-related policy, process, and technical information online at <https://tcomm911.org/in-building-ERCES-resources/>.
- Notice of ERCES impairment sent to Fire Marshals on the day-of radio user transition.
- Weekly notice to Fire Marshals of ERCES restored to functionality.

8. Stakeholder Roles and Responsibilities

- a. ERCES Property Owners.
 - Direct their agents to perform necessary activities to update their ERCES as required to operate on TCERN.



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- Sign a Rebroadcast Agreement with TCOMM911.
- b. ERCES Property Managers, Engineers.
 - Contract an ERCES vendor to work on the property's behalf.
 - Facilitate access for ERCES vendor.
- c. ERCES Vendors.
 - Submit testing results to property owners, and TCOMM911 to demonstrate properties require an ERCES upgrade.
 - Submit ERCES designs to TCOMM911 according to the TCERN ERCES Design Approval Process.
 - Check in and out test radios.
 - Schedule properties for UL validation.
 - Complete and demonstrate the UL validation checklist.
- d. TCOMM911 Radio Shop.
 - Validate ERCES design submissions.
 - Supervise the demonstration of the Uplink validation checklist with ERCES vendors.
 - Manage the distribution and return of test radios.
 - Schedule properties for UL validation.
 - Communicate user transition date to ERCES stakeholders.
 - Document properties in test.
 - Track and report overall progress.
 - Communicate/incorporate lessons learned.
- e. Thurston County Fire Marshals.
 - Prioritize ERCES in their respective regions.
 - Receive and communicate progress of migrated ERCES to their agencies.
 - Enforce code compliance, especially the compliance of emergency radio coverage post-cutover.
 - Provide guidance pertaining to:
 - Necessity of permits.
 - Application of UL validation results towards annual certification.
 - Assist, if required, in disabling interfering ERCES.



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9. ERCES Vendor Process Details

- a. ERCES Vendor Test Radio Agreement.
 - Prior to recommissioning existing ERCES vendors must execute the Appendix B – TCOMM911 Test Radio Agreement.
- b. ERCES Vendor Test Radio Check-Out.
 - ERCES vendors can schedule a pickup with TCOMM911 by email to RadioHelpDesk@tcomm911.org.
 - ERCES vendors will pick up test radios at:
 - TCOMM911 Radio Shop
 - 9140 Blue Mountain Lane SW
 - Olympia, WA 98512
 - When picking up radios, ERCES Vendor staff must present employer identification and a valid driver's license.
 - TCOMM911 technical staff will record the test radio equipment using the [Test Radio Checkout Template in Appendix A](#) and send a copy to the ERCES Vendor contact email address.
 - ERCES vendors may retain the test radios until either return is requested or they have completed their scheduled BDA updates. TCOMM911 encourages the return of the test radios if there is considerable time between jobs to not carry the liability of the devices.
- c. ERCES Vendors BDA Recommissioning and Activation.
 - ERCES vendors need to provide complete information on ERCES configuration and installation as detailed in the current version of the **TCOMM911 IN-BUILDING ERCES DESIGN APPROVAL PROCESS**. Incomplete information will delay final testing by TCOMM911 and re-activation in the new TCOMM911 network.
 - Process culminates in Uplink validation.
- d. ERCES Vendors Test Radio Check-In.
 - ERCES vendors can schedule a radio return to TCOMM911 by email to RadioHelpDesk@tcomm911.org.
 - ERCES vendors return test radios to:
 - TCOMM911 Radio Shop
 - 9140 Blue Mountain Lane SW
 - Olympia, WA 98512



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- TCOMM911 technical staff inspect returned radio kits, compare to test radio register.
 - If all parts are present and in good condition the TCOMM911 technical staff updates the test radio inventory and completes the [Test Radio Check-In Template in Appendix A](#) and sends a copy to the ERCES vendor contact email address.
 - If parts are missing or damaged the TCOMM911 tech documents the details and emails these to the ERCES vendor contact email address.
- e. ERCES Vendors UL Validation Scheduling.
- Scheduling can be requested by ERCES Vendors by email to RadioHelpDesk@tcomm911.org.
 - TCOMM911 technical staff and the ERCES coordinator will review pre-testing results and update ERCES configuration information.
 - TCOMM911 technical staff will confirm the UL validation date and time to the ERCES Vendor and ERCES Coordinator.
- f. ERCES Vendors and TCOMM911 Technicians Perform Uplink (UL) Validation.
- TCOMM911 technician and ERCES vendor perform donor site UL testing as well as a representative selection of other tests from the [TCOMM911 In-Building ERCES UL validation checklist in Appendix A](#).
 - Upon satisfactory completion final values and results are entered into [TCOMM911 In-Building ERCES UL validation checklist in Appendix A](#) and property records updated.
- g. Rebroadcast Agreement.
- Upon successful completion of the UL validation, TCOMM911 technical staff will update TCOMM911 Rebroadcast Agreement and update the property database. Copies of the Rebroadcast Agreement will be sent to the property manager and property owner point of contact.



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Appendix A – IN-BUILDING ERCES SYSTEM TESTING

1. Test Radio Agreement

ERCES (Emergency Radio Communication Enhancement Systems) vendors are required to sign the [TCOMM911 Test Radio Agreement in Appendix B.](#)

2. Test Radio Check-Out Template

To: RadioHelpDesk@tcomm911.org

Cc: ERCES Vendor email

Subject: Radio check-out

| | |
|--------------------------------|--|
| ERCES Vendor | |
| Point of Contact Name: | |
| Point of Contact Phone Number: | |

| | |
|-------------------------------|--|
| Planned date to return radios | |
|-------------------------------|--|

| | |
|------------------------|--|
| Radio Kit # | |
| Radio 1 Serial # | |
| Radio 1 ESN: | |
| Radio 2 Serial # | |
| Radio 2 ESN: | |
| Accessories | |
| 2x chargers | |
| 2x charger AC adapters | |
| 2x batteries | |
| 2x antennas | |

3. Test Radio Check-In Template

Cc: ERCES [Vendor email](#)

Subject: Radio check-in

| | |
|--------------------------------|--|
| ERCES Vendor | |
| Point of Contact Name: | |
| Point of Contact Phone Number: | |

| | |
|--------------------|--|
| Radio Kit # | |
| Radio 1 Serial # | |
| Radio 1 ESN: | |
| Radio 2 Serial # | |
| Radio 2 ESN: | |



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| | |
|------------------------|--|
| Accessories | |
| 2x chargers | |
| 2x charger AC adapters | |
| 2x batteries | |
| 2x antennas | |

4. UL Validation Schedule Request (email)

To: RadioHelpDesk@tcomm911.org

Subject: ERCES in test off notice –ERCES *Property Name*

| | |
|--------------------------------|--|
| ERCES Property | |
| Address: | |
| Name: | |
| Point of Contact Name: | |
| Point of Contact Phone Number: | |
| | |
| Requested UL Validation Date | |
| | |
| ERCES Vendor | |
| Point of Contact Name: | |
| Point of Contact Phone Number: | |

5. ERCES Validation Checklist - Vendor

| |
|--|
| Purpose |
| Performance of the procedures outlined in this checklist permits scheduling of the TDI Testing and Donor Site UL Testing for an ERCES planned to operate on the TCOMM911 network |
| Sequence |
| <ol style="list-style-type: none"> 1. ERCES Inventory and Documentation 2. Isolation Testing 3. DL Testing 4. ERCES UL Testing 5. Sign-off |
| Required tools and materials |
| <ul style="list-style-type: none"> • 2 configured portable test radios • Calibrated spectrum analyzer • Portable radio test antenna for spectrum analyzer • RF test jumper • Signal generator • 5W 20dB attenuator • RF adapter kit • Laptop computer • Ethernet Cable • Crossover cable adapter |



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| Table of Values | | | |
|--|--------------------------------|--------------------------------------|-----------------------------------|
| Inventory | | | |
| ERCES location | | | |
| ERCES model | | | |
| ERCES firmware | | | |
| All ERCES antennas connected | | | |
| Fiber infrastructure make and model | | | |
| Number of fiber remotes | | | |
| Donor antenna location | | | |
| Donor antenna type | | | |
| Donor antenna gain | dBi | dB 2.15 | dBd -2.15 |
| Donor antenna azimuth | | | |
| Expected donor site | | | |
| Inline attenuator value | Donor Port Attenuator (dB) | ERCES Port Attenuator (dB) | ERCES Duplexer UL Attenuator (dB) |
| Verify filters – <i>All Filters Complete</i> | | | |
| Configured DL gain | | | |
| Configured UL gain | | | |
| Verify UL AGC/ALC <i>(Feature present/active if new ERCES)</i> | | | |
| Verify UL squelch configured <i>(Feature present/active if new ERCES)</i> | | | |
| Isolation Results – DL <i>Iso - Max Gain >20dB</i> | Signal Generated (+0 - +10dBm) | Signal Recorded Donor Side (dBm) | Isolation - Downlink (dB) |
| Isolation Results – UL <i>Iso - Max Gain >20dB</i> | Signal Generated (+0 - +10dBm) | Signal Recorded - Service Side (dBm) | Isolation - Uplink (dB) |
| Technician Sign-off | | | |
| ERCES Installation Technician Name | | | |
| ERCES Installation Technician contact email | | | |
| Date | | | |

Upon completion, ERCES vendor to send a copy to TCOMM911 to RadioHelpDesk@tcomm911.org.



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6. ERCES UL Validation Checklist – TCOMM911

| Purpose | |
|---|--|
| Performance of the procedures outlined in this checklist serves to validate the operation of ERCES on the TCOMM911 Network. Satisfaction of the testing requirements permits the issue of the Letter of Final Authorization | |
| Sequence | |
| <ol style="list-style-type: none"> 1. ERCES Inventory and Configuration received by TCOMM911 2. Isolation Testing Results received by TCOMM911 3. TDI Testing 4. Donor Site UL Testing 5. Sign-off | |
| Required tools and materials | |
| <ul style="list-style-type: none"> • Calibrated spectrum analyzer | |
| Table of Values | |
| TDI Testing | |
| Comms check 3', 15', 30' from all emergency egress | |
| Donor Site UL Testing (TO BE COMPLETED AT VALIDATION WITH TCOMM911) | |
| RX noise floor value with ERCES off <i>No appreciable noise rise</i> | |
| ERCES on/off test to verify no noise rise <i>first 2s, <-63dBm</i> <i>after 2s, < -75dBm</i> | |
| Max UL receive <i>DAQ > 3.0</i> | |
| Min UL receive | |
| Technician Sign-off | |
| ERCES vendor point of contact name | |
| ERCES vendor point of contact email | |
| Date | |



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Appendix B – TCOMM911 Test Radio Agreement

Agreement Between TCOMM911 and *ERCES Vendor* for TCOMM911 ERCES Test Radios

This agreement (the “Agreement”) between TCOMM911 (the “Operator”) and _____ (the “Vendor”) is made effective as of the ___ day of ____, 202_ (the “Effective Date”), in order to provide testing radios for ERCES uplink testing and validation.

1. Radios Subject to Agreement.

The models and types of radios and associated equipment that may be provided to the ERCES Vendor pursuant to this Agreement are described in Exhibit I. The Operator will document the model number, serial number and radio identification number for all radios and equipment provided to the Vendor by email. It is the responsibility of the Vendor to verify the information is correct when radios are picked up from the Operator. The Vendor’s failure to contact the Operator to report an error within 24 hours of receiving the radios and equipment shall act as the Vendor’s consent that the email accurately describes the radios and equipment it received. Such radios and equipment are collectively referred to herein as the “Radio” or “Radios.”

The Radios are the property of TCOMM911 (the “Operator”) and are subject to the terms and conditions set forth in this Agreement.

2. Term of Agreement.

The initial term of this Agreement is for two (2) weeks and shall commence on the Effective Date. The agreement may be extended by the Vendor for up to an addition two week period by submitting a request by email to RadioHelpDesk@tcomm911.org no later than two (2) days before the end of the agreement. Upon written approval by the Operator, the agreement will be extended for an additional two (2) week period from the original termination date of the agreement. The Operator may demand return of all Radios, or any number thereof, at any time by giving five (5) days’ written notice to the Vendor of the Operator's intention to resume possession of the Radios. If the Vendor requests termination of the Agreement while it is still in possession of Radios, this Agreement shall terminate at such time as the Radios have been returned to the Operator and the Operator has issued written acceptance of the Radios as further described in Exhibit II.

3. Use of Radios.

The Vendor shall use and operate the Radios in accordance with any and all instructions provided by the Operator and solely for the purpose of providing commissioning, testing, and uplink validation services of Emergency Responder Radio Coverage Systems (ERRCS) rebroadcasting TCOMM911. The Vendor shall not use or permit the use of the Radios in a negligent or improper manner, in violation of any law, or so as to void any insurance covering the Radios or permit the Radios to become subject to any lien, charge or encumbrance. For any use other than that stated



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herein, the Vendor shall obtain prior written permission from the Operator and compensate the Operator in such amount as the Operator may, in its sole discretion, determine to be appropriate.

4. Compensation.

The Operator is making the Radios available to the Vendor for the use set forth in this Agreement without charge. The Vendor shall have no additional obligation to compensate the Operator for the Radios except as set forth herein.

5. Possession and Acceptance.

The Vendor shall take possession of the Radios from the Operator at 2703 Pacific Ave SE # A, Olympia, WA 98501. By accepting possession of the Radios, the Vendor acknowledges and agrees that it will be deemed to have:

- (a) Accepted the Limitation of Warranties set forth herein; and
- (b) Inspected the Radios and concluded that they are in proper operating condition and are adequate and sufficient for the Vendor's uses as authorized hereunder.

6. Maintenance, Repairs and Damage or Loss.

The Vendor assumes liability for all damage or loss from all causes except war (whether declared or undeclared) and lawful confiscation or order of any government or public authority. The parties understand and agree that the Operator has established the value of the Radios, and that the ERCES Vendor shall pay the Operator for damage or loss from all causes not accepted above.

7. Return of Radios.

On request for return per Section 2, the Vendor shall return the Radios to the Operator within ten (10) days of the request by releasing the Radios to the Operator, or by transporting or shipping the Radios as the Operator may direct. If the Vendor fails or refuses to return all or any one of the Radios to the Operator by that time, the Operator shall have the right to take possession of such Radios and remove them. In the event any of the Radios become located on premises not under the control of the Vendor, the Vendor shall undertake legal and other actions to immediately recover such Radios.

If the Vendor fails to return Radios as provided and within the timeframes set out in this Section, it shall pay the Operator for the full replacement cost as shown in Exhibit I of all Radios that are not returned. Payment shall be made within thirty (30) days of the Vendor's receipt of an invoice by the Operator.

In the event the Operator determines the returned Radios, or any one of them, is damaged or in need of repair, the Operator will determine the cost to be paid by the ERCES Vendor either by having the needed work done, preparing or securing estimates therefor, or determining the replacement cost if in the Operator's determination, repairs are not feasible. The Contractor shall pay the Operator the full amount for the repairs or replacement no later than 30 days of the Vendor's receipt of an invoice from the Operator.



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8. Access by the Operator.

The Vendor shall allow the Operator reasonable access to the Radios while they are in the possession of the Vendor by bringing the Radios to a location designated by the Operator for necessary software updates, troubleshooting or other maintenance. The Operator shall provide the Vendor with ten (10) days' written notice in advance of the date access is required and shall work with the Vendor to set a mutually agreeable time for the access at a location to be set by the Operator. The Vendor shall not be responsible for all damage or loss to the Radios resulting from the Operator's access to the Radios.

9. Operators of Radios.

The Contractor shall ensure that all Radios covered by this Agreement shall be operated in accordance with the terms of the Agreement and only by safe, careful, and properly trained employees of the Vendor.

10. Indemnification / Hold Harmless.

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

11. Notice.

All notices or requests required or permitted under this Agreement will be in writing, and will be personally delivered by email, or sent by certified mail, return receipt requested, postage prepaid, and will be deemed received three business days following the date when mailed or on the date when delivered or emailed. All notices or requests will be sent to the Operator and the Vendor to the individual and at the contact information listed below:

TCOMM911
2703 Pacific Ave SE # A
Olympia, WA 98501
RadioHelpDesk@tcomm911.org



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Vendor:

| | | | | | |
|---------------|--|-------|--|-----|--|
| Business Name | | | | | |
| Address 1 | | | | | |
| Address 2 | | | | | |
| Address 3 | | | | | |
| City | | State | | Zip | |
| Email Address | | | | | |
| Phone Number | | | | | |

Accounts payable information in the event of billing for damages or lost radios:

| | | | | | |
|---------------|--|-------|--|-----|--|
| Name | | | | | |
| Address 1 | | | | | |
| Address 2 | | | | | |
| Address 3 | | | | | |
| City | | State | | Zip | |
| Email Address | | | | | |
| Phone Number | | | | | |

12. Compliance with Laws.

The Radios covered by this Agreement shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such Radios. As to the use or operation of any such Radio, the Vendor shall defend and hold the Operator harmless from any and all fines, forfeitures or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

13. Title to Radios.

The Radios shall at all times remain the sole and exclusive property of the Operator, and the Vendor shall have and acquire no right or property interest therein. The Operator shall have the right to display notice of its ownership of the Radios by affixing an identifying plate, stencil or other indication of ownership on the Radios. The Vendor shall not transfer, lease, borrow against, pledge, deliver or otherwise create a legal or equitable interest by any third party in the Radios, or any one of them, to any other person or corporation.



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14. Risk of Loss and Damage.

The Vendor shall bear all risks of damage or loss of the Radios, or any portions of the Radios. The Vendor, at all times and at the Vendor's expense, shall keep the Radios in good working order, condition, and repair, reasonable wear and tear excepted. The Vendor shall cause its employees and agents to take all reasonable steps to safeguard the Radios and to cooperate with the Operator in effecting recovery from any person or persons liable for loss or damage to any Radio.

The Vendor's obligation under this Section of the Agreement shall continue after and survive the termination or expiration of this Agreement for the maximum period of time allowed under law.

15. Indemnification and Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the activities associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

16. Termination.

This Agreement shall terminate as provided in Section 2 when all Radios are returned to the Operator and written acceptance has been issued by the Operator for all Radios.

17. Effect of Bankruptcy.

To the maximum extent permitted by law, this Agreement shall terminate automatically without notice to the Vendor if the Vendor files a voluntary petition in bankruptcy, makes a voluntary assignment for the benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt by any court of competent jurisdiction and an involuntary assignment of this Agreement is made for the benefit of creditors, or if a petition for reorganization of the Vendor or for an arrangement with creditors is filed by or against the Vendor, or if a receiver is appointed for the Vendor's business, or if the Vendor permits or suffers any distress, attachment, levy or execution to be made or levied against any or all of the Vendor's property. In the event of a termination under this Section, all Radios shall be returned to the Operator as described in Section 7 within ten (10) days of the event effecting termination.



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18. Limitation of Warranties.

Operator warrants only that the Radios provided to the Vendor are in good operating condition and capable of performing their intended use. If a Radio fails to perform as intended, the Vendor shall contact the Operator to report the issue work with the Operator to determine a solution. In no instance or event shall the Vendor be entitled to any compensation from the Operator for a Radio’s failure to perform as intended.

19. Succession.

This Agreement, together with all exhibits now or hereafter made a part, shall be binding on the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

20. Entire Agreement.

This Agreement, together with its Exhibits I – II and all other documents incorporated herein (or to which this Agreement has been incorporated by reference) constitutes the entire agreement between the Vendor and the Operator with respect to the delivery and return of the Radios.

21. This Agreement incorporates by reference the following Exhibits I and II each of which is attached hereto.

- Exhibit I – Radio Return
- Exhibit II – Radio Specifications

IN WITNESS WHEREOF, each party has caused this Agreement to be executed effective on the date first set forth above.

TCOMM911

ACCEPTED BY:

APPROVED BY:

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____



TCOMM911 IN-BUILDING ERCES MIGRATION AND ACTIVATION PROCESS

EXHIBIT I -- Radio Kit Specifications

| Model Number | Replacement Price | Battery | Antenna | Charger |
|--|--------------------------|----------------|----------------|----------------|
| APX 900 7/800 MHZ Model 3 Portable, Impress LI-Ion 3000MAH | \$3,250 | \$70 | \$35 | \$75 |



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EXHIBIT II -- Radio Redelivery

A. Return of Radios.

All Radios must be returned to the Operator in equal to or better condition than when provided to the ERCES Vendor, with the exception of reasonable and superficial wear and tear.

Prior to the return of each Radio the ERCES Vendor shall conduct a detailed inspection of each Radio to ensure that each Radio meets the criteria for acceptance listed below.

Upon return of the Radios to the Operator, the ERCES Vendor and the Operator or its representative, shall conduct a final inspection to ensure that the Radio(s) are in compliance with the Agreement, including this exhibit.

In the event the Operator determines final inspection reveals the Radios are lost, damaged, in need of repair, and/or fail to meet the criteria for acceptance listed below, then the terms of Section 7 of the Agreement shall apply.

B. Criteria for Acceptance.

1. Functional talk back test shall be performed and returned Radios shall deliver DAQ (delivered audio quality) equivalent to known good set of test radios from the same test location.
2. All buttons, escutcheons, knobs, and antennas shall be present, properly attached and functional.
3. The Radio's displays shall function normally and be free of all but superficial scratches and marring.
4. The batteries shall function normally and be free from any damage other than superficial abrasions.
5. The charger bases shall include their AC adapters, be functional, and free of any damage other than superficial abrasions.
6. The storage bin with lid shall be returned free from cracks or other damage other than superficial abrasions.