



SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
REGULAR MEETING AGENDA
February 17, 2022 at 8:30 a.m.
Web Conference – Join Zoom Meeting

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

Meeting ID: 860 0046 6014

Passcode: 195881

Dial by your location

+1 253 215 8782 US (Tacoma)

- 1. Call to Order, Roll Call and Announcements**
- 2. Public Comments**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - A. Minutes from the January 20, 2022 Board Meeting3
 - B. January 2022 Blanket Voucher & Payroll Approval Form:
 - i. Checks 15456-15566 & 16500-16504, for a total of \$1,408,887.30
 - ii. Payroll Direct Deposit, in the amount of \$1,117,610.81
 - C. Updated Building Security Policy PAM.....8
- 5. Director Remarks**
- 6. Old Business**
 - A. ILA Changes 11
 - B. Resolution - NENA Standard for Answering 911 Calls 73
 - C. Future Facility Initiative 76
 - i. Delivery Construction Method Recommendation..... 77
 - ii. SNO911/County ILA for Bonding.....82
 - D. Wireless Supervisor – Internal Candidate Development**
- 7. New Business**
 - A. APF - Finance Positions.....91
 - B. APF - 2021 Year End Budget Activities..... 92**
 - i. Fiscal Policy 94**
 - ii. 2021 Year End Financial Reports..... 96**
 - C. APF - Records Administrative Services Manager..... 112
 - D. APF - Compensation Consultant..... 113
 - E. APF - Exemplary Service Recognition Program..... 135

F.	APF - Additional Parts for Radio Installations.....	137
G.	APF - RRP US Primary Frequency Redesign Services	138
H.	APF - RRP Fleet Expansion Requests.....	146
I.	APF - RRP Site Readiness - Phase 4	153
8.	Reports	
A.	Agency Reports	168
B.	Radio Replacement Project (RRP).....	177
C.	Police TAC.....	181
D.	Fire TAC	185
9.	Committee Reports	
A.	Finance Committee.....	189
B.	Personnel Committee	193
C.	County EESCS Committee (formerly County E911 Office)	
D.	County ECSF Program Advisory Board	
E.	Future Facility	196
F.	Board Technical Leadership	
10.	Executive Session (if needed)	
11.	Good of the Order	
12.	Adjourn	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

January 20, 2022

Board Members & Management in Attendance	☒ Jon Nehring (President)	Marysville	☒ Judy Tuohy	Everett
	☒ Chris Alexander	Mukilteo Fire	☒ Jonathan Ventura	Arlington Police
	☒ David Chan	South County Fire	☒ Kurt Mills	Snohomish Co 911
	☒ Dave DeMarco	Everett Fire	☒ Terry Peterson	Snohomish Co 911
	☒ Jeff Beazizo	Lake Stevens Police	☒ Angie Baird	Snohomish Co 911
	☒ Richard Emery	Mukilteo	☒ Andie Burton	Snohomish Co 911
	☒ Steve Guptill	Snohomish RFR	☒ Marlin Herolaga	Snohomish Co 911
	☒ Shane Hawley	Edmonds	☐ Brent Meyer	Snohomish Co 911
	☒ George Hurst	Lynnwood	☒ Howard Tucker	Snohomish Co 911
	☐ Jason Biermann	Snohomish County	☐ Steve Lawlor	Snohomish Co 911
	☒ Darryl Neuhoﬀ	Marysville Fire	☒ Jordan Stephens	Legal Counsel
	☒ Dan Templeman	Everett Police		
Alternate Board Members in Attendance	☐ Vince Cavaleri	Mill Creek	☐ Cheol Kang	Mukilteo Police
	☒ Pete Caw	Mountlake Terrace PD	☐ Ken Klein	Snohomish County
	☒ Jeraud Irving	Everett Police	☒ James Lawless	Marysville
	☐ Steve Fox	Fire District 5	☒ Rich Llewellyn	Everett Fire
	☐ Brett Gailey	Lake Stevens	☒ Jim Nelson	Lynnwood Police
	☐ Thad Hovis	South County Fire	☐ Don Waller	Fire District 4
	☒ Ian Huri	SCSO Bureau Chief	☒ Roy Waugh	Snohomish RFR
	☐ Kristiana Johnson	Edmonds		
Guests and Staff in Attendance	Riley McGinnis - member of the public		Amanda Duncan - SNO911 (notetaker)	
	Derek Daniels - South County Fire Commissioner		Sharon Brendle - SNO911 (notetaker)	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	Board President Jon Nehring called the meeting to order at 8:31. Deputy Director Terry Peterson called roll and confirmed a quorum.	
2. Public Comments	None	
3. Approval of Agenda	<i>Deputy Chief Darryl Neuhoﬀ moved to approve the agenda as written. Chief Chris Alexander seconded the motion and it was approved unanimously.</i>	Agenda approved
4. Consent Agenda	<i>Deputy Chief Neuhoﬀ moved to approve the Consent Agenda, including the minutes from the December 16, 2021 board meeting, the December 2021 Blanket Voucher and Payroll Approval Form: Checks 15310-15455, for a total of \$1,729,515.91, and Payroll Direct Deposit in the amount of \$1,057,531.53.</i> <i>The motion was seconded by Councilmember George Hurst, and passed unanimously.</i>	Consent Agenda passed
5. Old Business	A. Colocation Cost Share ILA. Director Mills recalled that the colocation study was a shared cost with the County, for the	

	delayed in being completed last year due to extending lead times and supply chain issues. Some of those delays are likely expected to continue. He also detailed those projects where additional funds are being requested. Commissioner Chan reiterated his concern on the need to update the accounting software currently in use which he feels is inadequate for the agency. He said he wanted to warn the board that additional expenses for this would be forthcoming. <i>Deputy Chief Neuhoff moved to approve the Capital Project Plan as presented. The motion was seconded by Chief Alexander and approved unanimously.</i> B. SNO911 ILA Updates. Deputy Director Peterson spoke about the previous discussions about stopping the annual agency assembly and moving toward producing an annual agency report. He explained that in addition to that change, other changes are needed, along with some language cleanup that he has been working on with the attorney. He added that any proposed changes to the ILA would require a 30 day notice, followed by a super-majority vote by the Board. He went through each of the proposed changes. Staff is looking for clear direction on when the caucuses should be held. Discussion followed, with most board members feeling that moving the caucus to coincide more closely with legislative assignments earlier in the year would be a good idea. Following some questions about non-board members serving on advisory committees, Assistant Chief Steve Guptill said he felt that the board may want to reconsider allowing non-board members to serve on standing committees. He added that having someone serve on a committee who lacks the background and experience of being a board member would be troubling and would require additional staff time to bring the new member up to date on current history and developments. Director Mills added that the rules governing standing and special committees are covered in the bylaws. These and other bylaw changes which were discussed in the Finance Committee can be proposed to the Board. There was some additional questions and discussion about caucus assignments which are detailed in Exhibit A. Deputy Director Peterson will take the feedback received today and bring back cleaned up language to the board for consideration. C. Fleet/Personnel Expansion Radio Requests. Deputy Director Peterson reminded the board that last month the board developed a policy to determine how to handle radio needs with fleet and personnel expansion, and Fund 140 to cover the costs. He went over a table which details the anticipated fund activities in 2021, and explained he has received a few more requests. The board was asked to approve fleet expansion requests from Edmonds, Monroe and Everett Police Departments. <i>Deputy Chief Neuhoff moved to approve three expansion requests for Edmonds, Everett, and Monroe PD to be funded from Fund 140. The motion was seconded by Chief</i>	Additional changes to the ILA will be brought back for consideration.
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	Jeff Beazizo. The motion passed with Chief Templeman abstaining. D. NENA Standard for Answering 911 Calls. Director of Operations Andie Burton reported that the National Emergency Number Association (NENA) revised their call answering standard in April 2020. The standard SNO911 had been using was current through March 2020: <i>90% of incoming calls during the busiest hour of the day, on a daily basis, needed to be answered within 10 seconds. Also, 95% of all the calls coming in should be answered within 20 seconds.</i> The APF included in the packet recaps their practice and recent analysis of their call answering times. With the revision, NENA kept the 95% of all 911 calls answered within 20 seconds, but removed the focus on the busy hour, and instead changed it to read all calls within the day should be answered within 15 seconds or less. Director Burton reported that with the exception of July, SNO911 has met both parts of the standard every month. She added that the National Fire Protection Association (NFPA) had recently adopted NENA's standard as their own, and she stated that they do not see the need to increase staffing with the adoption of the standard. There were some questions raised as to why the board is being asked to weigh in on this issue now, as well as what the liability risk would be if standards were not met. Director Mills responded that meeting and exceeding the standard is an agency goal, but not necessarily an obligation. He described some significant incidents where it would be nearly impossible to meet the standard. He added that they haven't explored any risk associated with adopting the standard. It was recommended that Director Burton follow up with NENA to ask them about any risk of liability with adopting the standard. Assistant Chief Guptill reported that their agency had recently gone through a Washington Surveying and Rating Bureau (WSRB) re-rate and he stated that SNO911 continues to be the highest rated 911 center in the entire state. He attributes that performance in helping his own agency's accreditation goals and re-rating. The director also reported that NFPA plans on commissioning a study on analyzing the different components used in measuring 911 call center performance. After some additional discussion on this issue, the director stated they will evaluate the legal concerns mentioned and modify the language of the proposed motion to reflect a more aspirational goal and return with an updated proposal next month. Executive Director Mills thanked Director Burton and her team for wanting to adopt this standard.	A revised proposal to be brought back next month.
7. Reports	A. Agency Reports. Director Mills reported that the agency has experienced more positive cases of Covid-19 since December than in the previous 2 years. They have provided a limited number of testing kits, and updated their mask policy to require surgical masks instead of cloth. He added that N95 isn't a good choice for dispatchers due to muffled audio quality. He also reported that they recently cancelled some out of town training	

	for 6 staff members. He also reported they are working on MOUs with their user agencies for data sharing agreements. He thanked Chief Templeman for this information. He also provided a graphic showing the types of actions that the board took in 2021. It shows that the radio replacement project has dominated much of the board's and agency's work. He thanked staff for the role they have all played in the project. B. Radio Replacement Project (RRP) Update. Deputy Director Peterson reported on a couple of milestones the project reached this past month. He reported they are handing the keys over to two sites this week to Motorola. They have also started mobile radio installations for fire agencies. C. Police TAC. Assistant Chief Jim Lawless reported that Police TAC met on January 11th and discussed NENA, radio replacement and operational issues. D. Fire TAC. Deputy Chief Neuhoff reported they discussed the radio replacement project, including the installations taking place. They also discussed SNO911's integration into the DMCC activation to the hospital status and how information will be provided to fire agencies and transport units. They also talked about the work of the Fire Resource group working on how the fire agencies will approach large-scale events.	
8. Committee Reports	A. Finance Committee. Chief Dave DeMarco reported that all items discussed in the committee had been covered today. B. Personnel Committee. Councilmember Hurst reported that the committee has made it a priority to move forward with the compensation consultant. C. County EESCS Committee. Chief Alexander reported the group met on the 19th and discussed the messaging that was sent out last month due to the 911 outage. They spoke about creating a coordinated messaging for future use. The finance committee will be working on reviewing and updating the fund balance designations. The NENA call standard was also discussed, as well as a shared GIS position between DEM and SNO911. D. County ECSF Program Advisory Board. No meeting. E. Future Facility Committee. No meeting F. Board Technical Leadership. No meeting	
9. Executive Session	None.	
10. Good of the Order	None.	
11. Adjourned	President Nehring thanked staff for their preparations for the meeting. The meeting was adjourned at 10:20 a.m. The next meeting is scheduled for February 17, 2022, at 8:30 a.m.	

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.6**

BUILDING AND SECURITY

Issued 5/23/2018

POLICY

It is the policy of SNOHOMISH COUNTY 911 to provide a safe and secure working environment for all employees at all campuses, and to ensure uninterrupted emergency communication without threat of intrusion.

BUSINESS NECESSITY FOR THIS POLICY

It is the fundamental obligation of this organization and its staff to ensure appropriate building security for the purpose of avoiding intrusion by unauthorized individuals.

REQUIREMENTS OF THIS POLICY:

1. North Campus Main entrance security: The main entrance shall remain locked, except during regular business hours of 8:30am to 4:30pm. The inner main entrance door shall be locked at all times. Marysville and South Campus doors will remain locked at all times.
2. North Campus Southwest Emergency exit security: The emergency exit door on the southwest corner of the Dispatch Center (both interior and exterior door) shall remain locked at all times. This door shall be used for emergency egress only.
3. Inner-connecting doors: All inner doors within the North and South Campus facilities that provide potential access to the Dispatch Center must remain locked at all times.
4. If it becomes necessary to prop open a Dispatch Center door, for ventilation or other reason, an employee must be present to prevent unauthorized entrance.
5. The door providing entrance to the administration offices at North Campus should remain locked at all times.

6. Facility security is everyone's responsibility and employees should not grant access to others including those who may appear to be, or present themselves as, authorized to be within the facility. Visitors, vendors and others must check-in at the front desk or with a supervisor after-hours.
7. All visitors/vendors must check in at the front desk or be met by authorized employees to grant access into any SNO911 facility. At no time will any visitor/vendor be granted access onto the dispatch floor, systems/radio rooms, utility closets or other sensitive locations without prior approval from a Director, Manager or when accompanied by an authorized SNO911 escort.
 - a. Exceptions to this section include tenants and contractors who access remote Wireless Tech sites/facilities. Those individuals are permitted to be present without an authorized SNO911 employee. SNO911 management reserves the right to establish notification policy with tenants and contractors as needed.
8. Weapons, self-defense sprays, firearms or ammunition shall not be brought into any area of SNO911 except by commissioned police officers (regular).
9. All visitors entering the facility for the purpose of Citizen Work Observations, including family members, shall follow the procedures outlined in SOP A-016-Visitor and Observation Procedure.
10. Suspicious person/vehicles/objects on or near SNO911 facilities will be promptly reported to the supervisor and appropriate law enforcement agency.

DANGEROUS/EMERGENCY SITUATIONS

Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm and summon help as soon as it is safe to do so. Persons displaying signs of extreme stress, hostility, or anger shall not be allowed within secured areas. Although employees are not expected to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment in providing access to the facility.

RESPONSIBILITY AND ENFORCEMENT GUIDELINES

SNOHOMISH COUNTY 911 employees and tenants shall be responsible for their visitors.

No employee shall lend their door keys, or any other electronic entrance device, to any individual without prior approval from the Executive Director or designee.

Employees are responsible for immediately notifying a Director, Manager or Supervisor of any visitors, vendors or contractors accessing unauthorized areas, or displaying concerning or suspicious behavior.

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019;

~~REVISED~~ NOVEMBER 21, 2019;

~~REVISED~~ AUGUST 20, 2020

DRAFT REVISIONS FOR FEBRUARY 2022 BOARD MEETING

TABLE OF CONTENTS

RECITALS	1
SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER	3
SECTION 2. TERM OF AGREEMENT	5
SECTION 3. DEFINITIONS	5
SECTION 4. SNOHOMISH COUNTY 911 SERVICES	11
SECTION 5. SNOHOMISH COUNTY 911 POWERS	12
SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION	14
SECTION 7. TECHNICAL ADVISORY COMMITTEES	19
SECTION 8. ANNUAL AGENCY ASSEMBLY REPORT	21
SECTION 9. EXECUTIVE DIRECTOR	22
SECTION 10. PERSONNEL POLICY	23
SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS	23
SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS	25
SECTION 13. ISSUANCE OF DEBT	28
SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICES TO PRINCIPALS	28
SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES	30
SECTION 16. INVENTORY AND PROPERTY	30
SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL	30
SECTION 18. AMENDMENT OF AGREEMENT	31
SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS	32
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION	32
SECTION 21. DISPUTE RESOLUTION	33
SECTION 22. INSURANCE	34
SECTION 23. INDEMNIFICATION AND HOLD HARMLESS	34
SECTION 24. INTERGOVERNMENTAL COOPERATION	36
SECTION 25. NOTICE	36
SECTION 26. COMPLIANCE WITH LAWS	36
SECTION 27. VENUE	37
SECTION 28. NO THIRD PARTY BENEFICIARIES	37
SECTION 29. SEVERABILITY	37
SECTION 30. RATIFICATION	37
SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE	37

EXHIBITS AND APPENDICES

Exhibit A	Process for Selecting Governing Board Members and Alternates	A-1
Exhibit B	Principal Assessment Formula	B-1
	Appendix B-1 Definition of “Calls for Service”	B-1-1
Exhibit C	2019 Budget for Snohomish County 911	C-1
Exhibit D	2019 Assessments	D-1
Exhibit E	Assessment Smoothing in First Year of Fully Integrated Services	E-1
Exhibit <u>FC</u>	Principals and Associate Agencies of Snohomish County 911	<u>FC</u> -1

AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of ~~January 1XXXX~~, 20~~22~~18.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; and August 20, 2020; and

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

~~WHEREAS, the consolidation of SNOCOM and SNOPAC and execution and delivery of the Original Agreement were approved by motion, resolution or ordinance of the legislative authorities of the members of SNOCOM and SNOPAC; and~~

~~WHEREAS, the consolidation of SNOCOM and SNOPAC became effective at 12:00 a.m. on January 1, 2018 (the “Consolidation Effective Date”) and as of such date Snohomish County 911 was formed as a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW; and~~

~~WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and~~

~~WHEREAS, the Snohomish County Emergency Radio System (“SERS”) is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b); and~~

~~WHEREAS, SERS owns and operates a radio system necessary to support the emergency communications services provided by Snohomish County 911; and~~

~~WHEREAS, the members of SERS are also members of Snohomish County 911; and~~

~~WHEREAS, Sections 4.a.viii and Section 6.j.vii of the Original Agreement provide that upon a Supermajority Vote of the Governing Board of Snohomish County 911 (as such terms are defined in the Original Agreement), the Governing Board of Snohomish County 911 may amend the Original Agreement for various purposes, including but not limited to expanding the scope of services of Snohomish County 911 to include the services provided by SERS together with all necessary or advisable additional services and actions directly related to SERS and acquiring assets held by SERS; and~~

~~WHEREAS, the governing boards of Snohomish County 911 and SERS have investigated the means by which the combination of the two agencies may be accomplished for the purpose and benefit of enhancing public safety and the safety of police, fire and emergency medical services staff responding to emergencies (“first responders”); and~~

~~WHEREAS, the governing boards of Snohomish County 911 and SERS have determined that the merger of SERS into Snohomish County 911 is the most effective method for consolidating the two agencies as contemplated by the Original Agreement; and~~

~~WHEREAS, the merger of SERS into Snohomish County 911 will ensure delivery of emergency communication services at or above current service levels by improving coordination and communication between the public safety call answering and dispatch operation and the radio system that supports it; deliver such services to the public and first responders in a highly efficient manner; improve public safety by providing better coordination and unified regional oversight of these critical public safety functions; realize economies of scale through consolidation of activities; promote interagency collaboration, communication and interoperability; and support efforts to continually identify means to enhance service delivery over time; and~~

~~WHEREAS, the governing boards of Snohomish County 911 and SERS have each adopted, by at least two-thirds approving vote, a resolution approving the merger of SERS into Snohomish County 911 in accordance with RCW 24.06.220; and~~

~~WHEREAS, as of the Merger Effective Date (as defined herein), this Agreement will amend and restate the Original Agreement, SERS will merge into Snohomish County 911, the amendments to the Original Agreement as contemplated herein shall become effective, and Snohomish County 911 will operate as a single agency under the terms of this Agreement; and~~

~~WHEREAS, after substantial deliberation, the governing boards have determined to incorporate the existing SERS user fee calculation formula to allocate costs of the emergency communications radio system, which the parties agree is fair and equitable; and~~

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by

RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit F-C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on 2017October 18, 2018 , at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW.

Subsequent to such approval, representatives of SERS and Snohomish County 911 ~~have or will executed~~ the Articles of Merger and ~~will filed~~ such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger ~~was~~will be January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS ~~was~~will be merged into Snohomish County 911 as provided in the Articles of ~~-Merger~~.

ii. The separate existence of SERS ~~shall ceased~~.

iii. Snohomish County 911 ~~shall~~thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such mergereconsolidation.

v. Snohomish County 911, as successor to SERS, ~~shall have~~has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were ~~shall be~~ transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

~~b. Agency Assembly. The “Agency Assembly” is the annual meeting of representatives from the Principals, Subscribers and Associate Agencies, as described in Section 8.~~

~~e.b.~~ Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

~~d.c.~~ Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police

Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

~~e~~.d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

~~f~~.e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

~~g~~.f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula ~~in as~~ provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board. ~~Assessments include costs of Ancillary Services but exclude Additional Services.~~

~~h~~.g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in **Exhibit A**, ~~and may participate in the Agency Assembly~~. A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit ~~FC~~**.

~~i~~.h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

~~j~~.i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

~~k~~.j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

~~l~~.k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

~~m.l.~~ Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

~~n.m.~~ Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

~~o.n.~~ Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

~~p.o.~~ Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

~~p.p.~~ Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

~~r.q.~~ Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

~~s.r.~~ Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

~~Fully Integrated Services.~~ “Fully Integrated Services” are Emergency Communication Services provided by Snohomish County 911 from and after the date that dispatch services are regularly provided at a single primary facility (which is currently located at 1121 S.E. Everett Mall Way, Everett, WA 98208). Fully Integrated Services are anticipated to begin on or about January 1, 2019.

~~t.s.~~ Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

~~u.t.~~ Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

~~v.u.~~ Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

~~w.v.~~ Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

~~x.w.~~ Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit ~~FC~~**.

~~y.x.~~ Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

~~z.y.~~ Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

~~aa.z.~~ Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

~~bb.aa.~~ Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

~~ee.bb.~~ Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

~~dd.cc.~~ Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

ee-dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit fc**.

ff-ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW -35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

gg-ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

hh-gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

ii-hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

jj-ii. SERS. “SERS” ~~is was~~ the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

kk-jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

ll-kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

mm-ll. SNOCOM. “SNOCOM” ~~is was~~ the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

~~nn-mm.~~ Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

~~oo-nn.~~ SNOPAC. “SNOPAC” ~~is~~ was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

~~pp-oo.~~ State. “State” means the state of Washington.

~~qq-pp.~~ Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

~~rr-qq.~~ Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

~~ss-rr.~~ Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

~~tt-ss.~~ User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies. User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

~~uu-tt.~~ 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in

the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

- i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;
- ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);
- iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;
- iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;
- v. Police Records Services;
- vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;
- vii. Providing certain Ancillary Services; and
- viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. ~~From the Consolidation Effective Date through December 31, 2019, Snohomish County 911 shall provide Enhanced Police Records Services to Principals and Subscribers who were SNOCOM member agencies with Police Agencies that are Directly Served by Snohomish County 911. During this time, such services will be deemed Ancillary Services and are hereby approved as Ancillary Services. No later than May 2019, the Executive Director will make a written recommendation to the Governing Board as to whether, beginning on January 1, 2020, Enhanced Police Records Services should be: (i) discontinued; (ii) offered to all Participating Agencies; or (iii) continue to be provided only to former SNOCOM Police Agencies, and whether such services should be treated as~~

~~Ancillary Services or Additional Services. The Governing Board shall make a determination regarding the treatment of Enhanced Police Records Services no later than June 30, 2019. Beginning January 1, 2021, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.~~

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members and one (1) non-voting member. Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies, five (5) Governing Board voting member seats shall be allocated to Fire Agencies, and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal. Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses ~~at the Agency Assembly~~ no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May; ~~provided, however, that the first elected Governing Board Members' terms of office shall run from their date of election in January 2018 through May 2020.~~

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);
 - ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside

at the meetings of the Governing Board. The Vice-President shall assume this role in absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected at the first meeting of each Technical Advisory Committee after the Annual Agency Assembly of each new year, by majority vote of the Representatives on the respective Technical Advisory Committee, and shall serve for a one-year term. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Technical Advisory Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of a Technical Advisory Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY ASSEMBLYREPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

~~a. Purpose. To provide a forum for an exchange of information and ideas between Snohomish County 911 and its Principals, Subscribers and Associate Agencies, the Governing Board shall in April of each year convene an Agency Assembly, at which the Executive Director shall present an annual report outlining:~~

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

~~Also at the Agency Assembly, Board President shall offer remarks on behalf of the Board. The Agency Assembly shall be open to the public to the extent required by chapter 42.30 RCW.~~

~~b. Governing Board Meeting at the Agency Assembly. The required annual Governing Board meeting shall occur immediately after the Agency Assembly.~~

~~e. — Caucuses for Election of Board Members. Every two (2) years, beginning in 2020, the Agency Assembly agenda will include a time for caucuses to meet and elect governing Board Members and their alternates as provided in Section 6 and **Exhibit A**, and to announce the results of the caucus deliberations.~~

~~d. — Attendance. Each Principal, Subscriber, and Associate Agency may send one or more elected officials as well as police chiefs, fire chiefs, their deputies or assistants or other personnel to participate in the Agency Assembly. Participation in caucuses for election of Governing Board Members is governed by **Exhibit A**.~~

~~e. — Action by Attendees. Attendees of the Agency Assembly may vote to recommend changes to the proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Governing Board. Voting by attendees shall be based on one vote per each Principal, Subscriber, and Associate Agency, with a simple majority vote of all agencies represented at the meeting required to approve any recommendation to be forwarded to the Governing Board. The actions and recommendations of attendees at the annual Agencies' Assembly shall be advisory to the Governing Board.~~

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the

Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an “at will” employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board’s approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:
 - i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school

districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;

ii. Priority 2: other public agencies with emergency response duties; and

iii. Priority 3: other entities, as determined by the Governing Board.

~~e. Radio Units. Each Participating Agency shall bear the cost of its own Radio Units, provided that the Governing Board may authorize the purchase of radios for Participating Agencies if and as deemed by the Governing Board to be integral to the Radio System, the cost of which will be allocated among Principals and/or Subscribers as determined by the Governing Board.~~

~~f. Emergency Public Safety Radio System Replacement Project. SERS and Snohomish County have negotiated but have not yet executed an agreement to design and construct the Radio System Replacement Project. Execution of such agreement related to the Radio System Replacement Project is contingent on passage of a sales and use tax increase by the voters in Snohomish County no earlier than November 6, 2018. If the sales and use tax increase is approved by the qualified electorate at the November 6, 2018 election, an agreement related to the Radio System Replacement Project is anticipated to be executed in or around December of 2018. If such agreement is executed prior to the Merger Effective Date, as of the Merger Effective Date, Snohomish County 911 will assume the rights and responsibilities of SERS under such agreement. Thereafter, any such agreement will be negotiated and entered into between Snohomish County 911 and Snohomish County. In each case, the Principals assume the obligation to provide financial support for the ongoing operation and maintenance of the Radio System Replacement Project upon its completion, delivery to and acceptance by the Governing Board as such costs may be incorporated into User Fees paid pursuant to this Agreement.~~ Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County.

~~If the sales and use tax ballot measure fails, the Principals shall work in good faith to reach agreement upon an alternative mechanism to equitably fund the costs of the a replacement to the current Radio System.~~

SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

~~b. Budget Policy Direction. The Executive Director shall present a proposed outline of the policy approach to the budget for the upcoming budget to the attendees of the Agency Assembly. Input received from attendees at the Agency Assembly shall be reported to the Governing Board. After receiving such reports, the Governing Board shall adopt a budget policy as direction for the Executive Director in preparing the budget.~~

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 1~~2~~5**. Thereafter and in no event later than **September 30~~25~~**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. ~~In the event the Snohomish County 911 assumes the authorities of SERS as authorized in Section 11.f., the costs associated with delivering that expansion of services shall be incorporated into the Assessment formula and the User Fee for Subscribers as the Board shall determine by Supermajority Vote.~~ Additional Services require only Simple Majority Vote of the Governing Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to -Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

~~i. — Snohomish County 911 2019 Budget and User Fees. Notwithstanding the requirements in this Agreement regarding approval of budgets, Assessments and User Fees to the contrary, the following terms and conditions will apply with respect to the budget, Assessments and User Fees for Snohomish County 911 in 2019.~~

~~i. — The budget for Snohomish County 911 for 2019 shall be adopted substantially as set forth in **Exhibit C**; essentially, the adopted Snohomish County 911 2019 budget plus the adopted SERS 2019 budget, including an amount to pay for transition costs to be funded from reserves.~~

~~ii. — The 2019 budget shall be subject to amendment as the Governing Board deems necessary or appropriate.~~

~~iii. — Assessments for Principals for Emergency Communication Services provided under this Agreement through December 31, 2019 based on the budget presented at **Exhibit C** shall be as set forth in **Exhibit D**, and are based on the assessments each agency would have paid had the merger of Snohomish County 911 and SERS not occurred, including without limitation the calculation and payment of Rate Smoothing amounts as outlined in **Exhibit E**. Such assessments shall be payable as provided by the Governing Board, and shall be subject to such delinquency and other penalties as provided herein.~~

~~iv. — Any Principals or Subscriber purchasing Additional Services in 2019 or beyond shall do so through entering into a separate contract with Snohomish County 911.~~

~~j. — Rate Smoothing. As further described in **Exhibit E**, “rate smoothing” will be applied in the first budget year in which the Assessment formula defined in **Exhibit B** is applied.~~

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such

purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less

than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

-Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.
- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers’ Compensation, Stop Gap/Employer’s Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. 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 a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email ~~(with confirmation of transmission)~~, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of ~~XXXX, 2022~~the Merger Effective Date (January 1, 2019), and as of such date, this Agreement shall control the operations and governance of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Steve GuptaJon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

Beginning in 2022, Governing Board Members are selected every two (2) years in April ~~as part of the Agency Assembly~~, through the process described below; ~~provided, that the first caucuses were held in January 2018, and the Governing Board Member terms for persons elected at those caucuses shall last from their date of election through the first meeting of the Governing Board in May 2020.~~

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by **Population Served** from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of Population Served, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on Population Served, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:
 - i. No Police Agency shall be divided into two caucuses.
 - ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the population target to the extent necessary to completely include the target population and not divide any Police Agency between caucuses), and the larger Police Agency

caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. ~~At the Agency Assembly~~In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.
 - ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
 - ~~iii.~~ Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
 - ~~iii.~~ iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
 - ~~iv.~~ v. Voting by proxy will not be allowed.

~~v.vi.~~ No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.

~~vi.vii.~~ Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives ~~present at the Agency Assembly~~ participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office.

- b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus ~~at the Agency Assembly~~ to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.
- c. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

**Associate Agencies and Single-Service Principals (1 non-voting
Governing Board Member)**

1 Caucus	1 non-voting Board Member
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Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

~~This **Exhibit B** sets forth Assessment Formulas applicable from and after the point that Fully Integrated Services begin, anticipated to be January 1, 2019, or whichever date is otherwise selected by the Governing Board for simplicity of budgeting purposes. For example, if Fully Integrated Services become operational in February 2019, the Governing Board may nevertheless apply the User Fee formula to fund the Net Budget for all of calendar year 2019.~~

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration ,Technology, and Wireless Technology**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.

- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.
- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).

- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**
 1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
 2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
 3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.
- **Fire Agency Principal Assessments:**
 1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
 2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
 3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console**

multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who ~~were~~^{are} "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration, Technology and Wireless Technology Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"**Service Area**" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

2019 Budget for Snohomish County 911

SNOHOMISH COUNTY 911 2019 Approved Budget

Ordinary Income/Expense

Income

4020 Dispatch Services (Assessments)	\$14,704,063.67
4040 E911 Excise Tax Revenue	\$5,919,749.20
4200 Miscellaneous Income	
4240 Rent – SERS	\$3,965.40
4290 Other Misc Income	\$314,737.09
4295 SNOCOM Reimbursement	\$0.00
Total 4200 Miscellaneous Income	\$318,702.49
4300 Interest	\$0.00
Total Income	<u>\$20,942,515.36</u>

Expense

Total 5000 Payroll Expenses	\$18,400,316.76
Total 6150 Professional Fees	\$300,000.00
Total 6200 Administrative Support	\$62,050.00
Total 6250 Rent	\$436,890.60
Total 6300 Repairs & Maintenance	\$1,245,368.00
Total 6350 Insurance	\$74,550.00
Total 6400 Communication	\$153,250.00
Total 6500 Travel & Training	\$156,090.00
Total 6600 Minor Capital Equipment	\$69,000.00
Total 6700 Office Supplies	\$45,000.00
Total Expense	<u>\$20,942,515.36</u>

Funding Sources

Total from E911 Funds	\$5,919,749.20
Total from SERS Rent	\$3,965.40
Total from SNOCOM Reimbursement	\$0.00
Total Other Miscellaneous Income	\$314,737.09
Total from Operating Assessments	<u>\$14,704,063.67</u>
	<u>\$20,942,515.36</u>

~~SERS 2019 Approved Budget~~

~~SERS Expenditures~~

~~Operations and Maintenance~~

Regular Salaries	\$843,872.64
Personnel Benefits	\$341,468.42
Overtime	\$80,303.14
Supplies	\$132,300.00
Professional Services	\$352,475.00
Communications	\$60,000.00
Training	\$3,000.00
Travel	\$4,500.00
Rentals	\$477,000.00
Utilities	\$68,000.00
Insurance	\$65,000.00
Repairs & Maintenance	\$50,000.00
Expenditure Contingency (1.5%)	\$37,168.79
Sub-Fund Funding Requirements (RR & ER&R)	\$269,638.23
<i>Total O&M Budget Expenditures</i>	<i>\$2,784,726.22</i>

~~Replacement Reserve Planned Expenditures~~

Professional Services	\$103,568.34
Capital Purchases & Projects	\$195,000.00
<i>Total Replacement Reserve Planned Exp.</i>	<i>\$298,568.34</i>

~~Equipment Replacement & Reserve Planned Expenditures~~

Vehicle Replacement	\$53,943.75
Generator at Gold Hill	\$93,361.40
<i>Total Equipment Replacement & Reserve Expenditures.</i>	<i>\$147,305.15</i>

Total Expenditures **\$3,230,599.71**

~~SERS Revenues[†]~~

Assessments	\$2,784,726.22
Drawdown of reserves	\$445,873.49
Total Revenues	\$3,230,599.71

[†]Note: lease revenues not included in calculation of revenues for purposes of determining assessments

EXHIBIT D

2019 Assessments

For ease of reference, the 2019 assessments presented in two tables. Table 1 shows the portion of 2019 assessments attributable to communications services, broken out by agency and service (police or fire); Table 2 shows the portion of assessments attributable to the radio system by agency.

Table 1: Emergency Communications Services Assessments	
Agency	2019 Assessments, including smoothing calculation, revised CFS
City of Arlington Fire	\$174,986
City of Arlington Police	\$271,464
City of Brier Fire	\$37,293
City of Brier Police	\$74,697
City of Darrington Police	\$15,894
City of Edmonds Fire	\$364,910
City of Edmonds Police	\$520,709
City of Everett Fire	\$1,092,349
City of Everett Police	\$2,031,672
Fire District 4	\$214,842
Fire District 5	\$56,848
Fire District 7	\$579,711
Fire District 8	\$291,184
Fire District 15	\$38,044
Fire District 16	\$17,142
Fire District 17	\$93,699
Fire District 19	\$24,147
Fire District 21	\$49,831
Fire District 22	\$30,637
Fire District 23	\$3,025
Fire District 24	\$22,946
Fire District 25	\$6,529
Fire District 26 (merged with FD 28)	\$37,895
Fire District 27	\$2,234
City of Gold Bar Police	\$26,083
City of Granite Falls Police	\$45,851
City of Lake Stevens Police	\$338,572
City of Lynnwood Police	\$630,312

Marysville Fire District	\$649,382
City of Marysville Police	\$981,828
City of Mill Creek Fire	\$150,395
City of Mill Creek Police	\$236,288
City of Mountlake Terrace Fire	\$165,048
City of Mountlake Terrace Police	\$249,363
City of Monroe Police	\$251,188
City of Mukilteo Fire	\$164,437
City of Mukilteo Police	\$299,633
North County Fire	\$116,178
South Snohomish County Fire & Reseue	\$997,037
Snohomish County (Sheriff's Office) (unincorp)	\$2,979,972
City of Snohomish Police	\$127,904
City of Stanwood Fire	\$79,086
City of Stanwood Police	\$82,789
City of Sultan Police	\$59,141
City of Woodway Police	\$20,889
Snohomish County Fire Marshall	\$2,703
Snohomish County Airport Fire	\$6,997
Stillaguamish Tribe Police	\$50,593
<i>Total Emergency Communications Assessments</i>	<i>\$14,764,357.00</i>

Table 2: Emergency Communications Radio System Assessments	
“Phase 1” Agency Assessments.	
City of Brier	\$19,346.38
City of Edmonds	\$121,110.06
City of Everett	\$482,811.19
City of Marysville	\$216,517.18
City of Mill Creek	\$57,140.84
City of Mountlake Terrace	\$66,391.92
City of Mukilteo	\$71,584.93
City of Woodway	\$3,118.87
Snohomish County [†]	\$1,486,701.35
City of Lynnwood	\$108,969.14
South Snohomish County Fire & Rescue	\$151,034.37
<i>Total Phase 1 Agency Assessments:</i>	<i>—\$2,784,726.23</i>
[†] including Phase 2 agency assessments.	
“Phase 2 Agency Assessments”—charged to Snohomish County for collection from the individual agencies and others as noted below	
Phase 2 Fire Agencies	
Fire District 4	\$35,213

Fire District 5	-\$11,970
Fire District 7	-\$81,152
Fire District 8	-\$41,306
Marysville Fire District (FD 12)	-\$44,578
North County Regional Fire Authority	-\$38,039
Fire District 15	-\$6,240
Fire District 16	-\$ 6,975
Fire District 17	-\$18,765
Fire District 19	-\$7,226
Fire District 21	-\$15,485
Fire District 22	-\$7,186
Fire District 23	-\$1,485
Fire District 24	-\$6,875
Fire District 25	-\$ 4,035
Fire District 26 (Merged with FD 28)	-\$ 10,693
Fire District 27	-\$260
Tribal Police	
Stillaguamish Tribe Police	-\$ 2
Phase 2 Cities	
City of Arlington	-\$89,179
City of Darrington	-\$4,397
City of Gold Bar	-\$6,682
City of Granite Falls	-\$12,312
Town of Index	-\$128
City of Lake Stevens	-\$80,349
City of Monroe	-\$61,284
City of Snohomish	-\$30,919
City of Stanwood	-\$28,467
City of Sultan	-\$15,191
	-
Total "Phase 2 Agency" Assessments	-\$ 666,393.00

(including calculation of Smoothing Payments)

/table to be updated after 2019 budgets approved in September/

EXHIBIT E

Assessment Smoothing in First Year of Fully Integrated Services

Rate Smoothing will be applied in the ~~first budget year in which the Assessment Formula defined in Exhibit B is applied (“Smoothing Year”)~~. It is anticipated that on or about January 1, 2019, Snohomish County 911 will begin Fully Integrated Services and the Principal’s Assessment formula in ~~Exhibit B~~ will be applied for the full calendar/budget year of 2019. It is expressly contemplated that the Smoothing Year may include less than 12 but more than 10 months of Fully Integrated Services.

Rate Smoothing will be calculated based solely on the Snohomish 911 stand-alone agency budget adopted in 2018, and without consideration of costs and expenses associated with SERS 2019 budget costs.

Smoothing payments and contributions will be calculated as follows:

~~After adopting the budget for the Smoothing Year and calculating the assessments to be paid by each Principal and Subscriber:~~

- ~~1. Identify which Principals and Subscribers will see their User Fee increase in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Recipients.”~~
- ~~2. Identify which Principals and Subscribers will see their User Fee decrease in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Contributors.”~~
- ~~3. Determine the sum of all User Fee increases experienced by Smoothing Recipients, provided that the sum will be capped at \$281,785. This is the **Maximum Total Smoothing Allocation**.~~
- ~~4. For each Smoothing Contributor, identify the amount which is 25% of its User Fee—this is the **Maximum Smoothing Contribution** for that Smoothing Contributor.~~
- ~~5. Determine the sum of all Maximum Smoothing Contributions. This is the **Maximum Total Smoothing Contribution**.~~
- ~~6. The lesser of the Maximum Total Smoothing Allocation and the Maximum Total Smoothing Contribution is the **Actual Total Smoothing Allocation**.~~
- ~~7. Increase the User Fee for the Smoothing Year of each Smoothing Contributor by an amount equal to the amount necessary such that each Smoothing Contributor contributes the same percentage of its User Fee decrease towards the Actual Total Smoothing Allocation.~~
- ~~8. Decrease the Use Fee for the Smoothing Year of each Smoothing Recipient by an amount equal to the amount necessary such that each Smoothing Recipient receives the same percentage of its User Fee increase from the Actual Total Smoothing Allocation.~~

EXHIBIT FC

Principals and Associate Agencies of Snohomish County 911

The parties to the Original Agreement including both Principals and Associate Agencies of Snohomish County 911 are as follows:

PRINCIPALS:

- ~~_____ SNOHOMISH COUNTY~~
- ~~_____ CITY OF ARLINGTON~~
- ~~_____ CITY OF BRIER~~
- ~~_____ CITY OF EDMONDS~~
- ~~_____ CITY OF EVERETT~~
- ~~_____ CITY OF LAKE STEVENS~~
- ~~_____ CITY OF LYNNWOOD~~
- ~~_____ CITY OF MARYSVILLE~~
- ~~_____ CITY OF MILL CREEK~~
- ~~_____ CITY OF MONROE~~
- ~~_____ CITY OF MOUNTLAKE TERRACE~~
- ~~_____ CITY OF MUKILTEO~~
- ~~_____ CITY OF WOODWAY~~
- ~~_____ NORTH COUNTY REGIONAL FIRE AUTHORITY~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 4~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 5~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 7~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 8~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 12~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 15~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 16~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 17~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 19~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 21~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 22~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 23~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 24~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 25~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 26~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 27~~
- ~~_____ SNOHOMISH COUNTY FIRE DISTRICT NO. 28~~
- ~~_____ SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY~~

ASSOCIATE AGENCIES:

- ~~_____ CITY OF DARRINGTON~~
- ~~_____ CITY OF GOLD BAR~~

- CITY OF GRANITE FALLS
- CITY OF SNOHOMISH
- CITY OF STANWOOD
- CITY OF SULTAN



ACTION PROPOSAL FORM

Date: 2/11/2022

Action Title: Resolution 2022-01 / NENA Standard for Answering 9-1-1 Calls

Background / Purpose:

Pursuant to the discussion at the January 2022 SNO911 Board of Directors Meeting, SNO911 seeks Board support for adoption of the aspirational goal to meet or exceed the metrics outlined in the NENA Standard for Answering 9-1-1 Calls (NENA-STA-020.1-2020, Section 2.2.1). This standard states:

"Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within ($\leq$) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within ($\leq$) twenty (20) seconds."

Included in the packet is Resolution 2022-01 which affirms the Board's support of this aspirational goal for agency performance.

Recommendation/Motion:

Adopt Resolution 2022-01, affirming support for SNO911 to adopt, as an aspirational goal, the NENA Standard for Answering 9-1-1 Calls, as described above.

Funding: N/A

SNOHOMISH COUNTY 911

BOARD OF DIRECTORS

RESOLUTION 2022-1

A RESOLUTION OF THE SNOHOMISH COUNTY 911 (SNO911) BOARD OF DIRECTORS DECLARING SUPPORT AND ADOPTION OF THE ASPIRATIONAL GOAL TO MEET OR EXCEED THE NENA STANDARD FOR ANSWERING 9-1-1 CALLS

WHEREAS, SNO911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, answering a 9-1-1 call is the first link in a vital chain of response to emergencies in our community; and

WHEREAS, answering 9-1-1 calls in the timeliest manner possible contributes to the likelihood of a positive outcome for a police, fire, or medical emergency; and

WHEREAS, seconds can feel like minutes or hours to a caller in an emergency, and the relief of being connected to a dispatcher ready to help is immense, and

WHEREAS, the National Emergency Number Association (NENA) provides the current following Standard for Answering 9-1-1 Calls:

Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within ($\leq$) fifteen (15) seconds. Ninety-five percent (95%) of all 9-1-1 calls SHOULD be answered within ($\leq$) twenty (20) seconds; and

WHEREAS, the National Fire Protection Agency (NFPA) has adopted this standard; and

WHEREAS, the Snohomish County 911 Police Technical Advisory Committee, Snohomish County 911 Fire Technical Advisory Committee, and Snohomish County Enhanced Emergency Services Communications System all have affirmed their support of this goal; and

WHEREAS, data analysis of 9-1-1 call answer times for SNO911 from 2019-2021 shows that the agency meets or exceeds this standard consistently; and

WHEREAS, the SNO911 Board of Directors finds that the above-referenced NENA Standard for Answering 9-1-1 Calls provides the agency aspirational goals for measuring continued performance.

NOW, THEREFORE, BE IT RESOLVED BY THE SNO911 BOARD OF DIRECTORS, as follows:

The Snohomish County 911 Board of directors recognizes and supports the benefits of adopting the current NENA Standard for answering 9-1-1 Calls as an aspirational goal, recognizes that there are appropriate exceptions when the standard cannot always be achieved, applauds the Agency for striving to meet performance goals, and stands in support of the dedicated dispatchers who regularly execute this goal.

Effective Date: This resolution shall become effective after its adoption.

Adoption: ADOPTED by the Snohomish County 911 Board of Directors on the 17th Day of February 2022.

Board President
Snohomish County 911 Board of Directors

Attest this 17th day of February, 2022

Board Secretary

ACTION PROPOSAL FORM

Date: 2/14/2022

Action Title: Future Facility Delivery Method

Time Sensitivity: Normal



Background / Purpose:

In December the Board was presented with the recommendations from OAC that included the results from the 12/7/21 Delivery Workshop. The Future Facility Committee has reviewed and supports the workshop's recommendation to utilize **Progressive-Design-Build** as the delivery method for this project. This action will allow OAC to begin the application for the Project Review Committee as well as developing a project schedule for consideration.

Recommended Actions:

Accept the recommendations to utilize Progressive-Design-Build delivery method for the future facility project.

Funding Source: N/A

MEMORANDUM

Project: **Snohomish County 911 Future Facility**
Subject: *Delivery Method Selection Guidance*
Requested by: Kurt Mills
Submitted by: Kevin Fromm (OAC)
Submitted: Wednesday, December 15, 2021

Purpose

The evaluation workshop was held on Tuesday December 7, 2021, to consider the project's characteristics, risks and needs in order to identify the most appropriate delivery method for the project.

The purpose of this memorandum is to:

- Provide guidance on delivery method selection for the project,
- Collect and summarize comments and discussions from team meetings, the delivery workshop, and preliminary results review meeting,
- Document the next steps in development to finalize delivery method selection.

Summary of Findings and Recommendations

1. Alternative delivery methods that incorporate Contractor participation during design, General Contractor / Construction Manager (GCCM), Design-Build (DB), and Progressive Design-Build (PDB), will provide the most benefit to the Project.
2. A qualifications-based selection was of higher importance than selection based solely on lowest price for all participants.
3. Collaboration, early contractor involvement and team consistency were of significant importance to the group.
4. Snohomish County 911 has enough funds on hand to procure the necessary property and to fund the design phase but is still working on a bond to obtain the necessary additional funds to complete the project.
5. Taking into consideration the discussion during the meeting, scoring results, project, stakeholder concerns and risk tolerance our recommendation is to utilize **Progressive Design-Build** as the delivery method for this project.

Recommendations for next steps

- Obtain approval from SNO911 Board of Directors to utilize Progressive Design-Build as the delivery method for this project.
- Proceed with procuring a property for the new facility.
- Prepare an application for this project to the Project Review Committee.
- Prepare procurement documents for the design-builder.



Workshop Summary

On Tuesday December 7, 2021, a Delivery Method Workshop was held, facilitated by Dave Jobs, Kevin Fromm and Adam Johnson with OAC Services. In preparation for the workshop, OAC leveraged their experience gained from performing delivery method evaluation and selection guidance on previous projects. A summary of the workshop is provided here for context.

Attendance

Due to COVID-19, the Workshop was held via Zoom. The list of the attendees is provided below.

Kurt Mills – Snohomish County 911
Terry Peterson – Snohomish County 911
Angie Baird – Snohomish County 911
Rich Llewellyn – Everett Fire Department
Jeraud Irving – Everett Police Department
George Hurst – City of Lynnwood
Steve Guptill – Fire District 7
Kristiana Johnson – City of Edmonds
Darryl Neuhoﬀ – Marysville Fire Department
Dan Templeman – Everett Police Department
Dave DeMarco – Everett Fire Department

Project Overview

This project involves construction of a new 911 operations center that will replace the existing space that is leased from the Everett Police Department. The current facility is 50 years old and requires significant upgrades and system replacement to meet the ongoing needs of the agency. Additionally, the projected growth for Snohomish County leaves the existing facility too small to meet the operational needs in the near future.

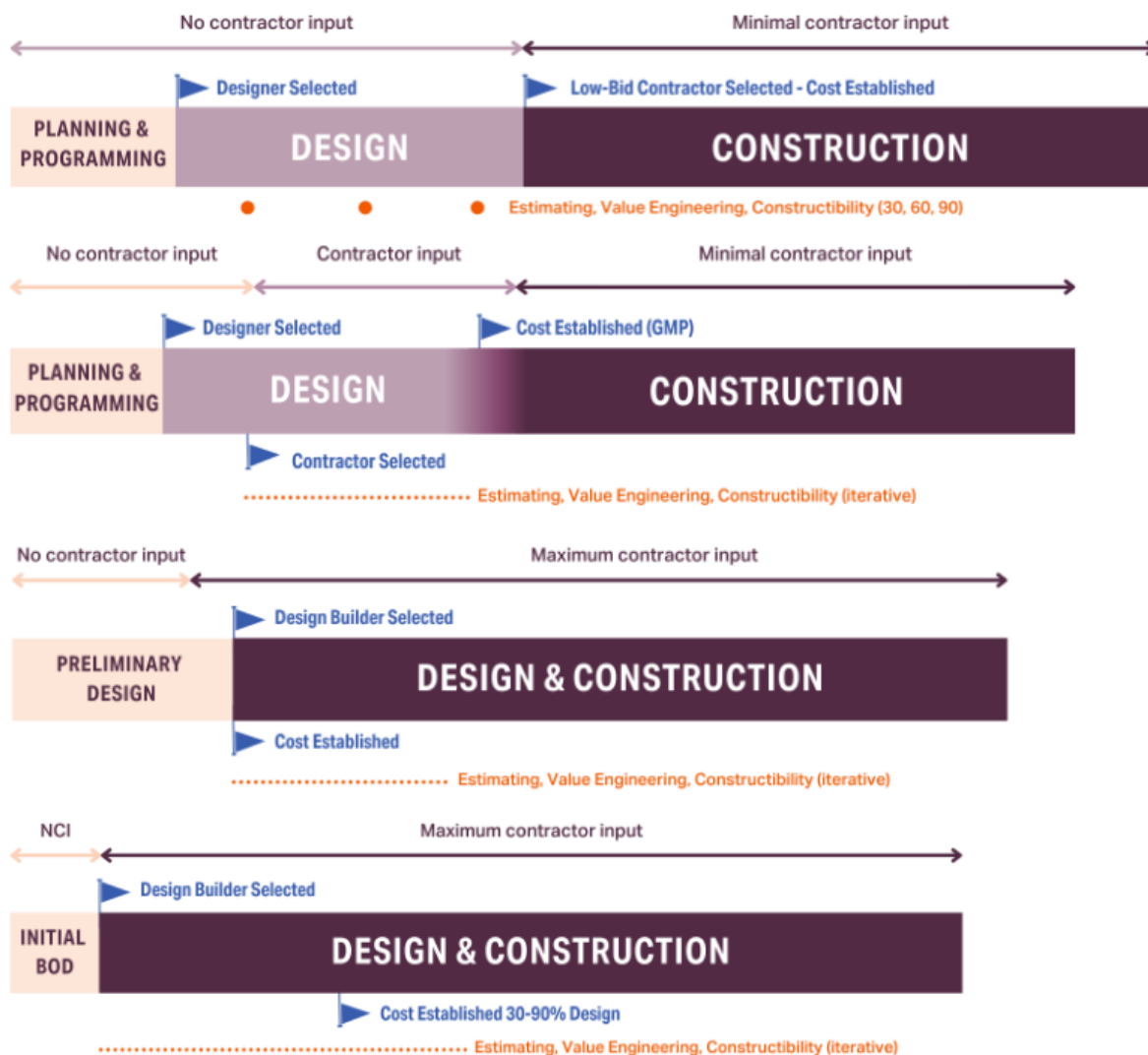
Alternative Project Delivery Presentation

OAC delivered a presentation and facilitated a discussion that focused on the characteristics and advantages and contracting structure of the four delivery methods: design-bid-build, GC/CM, DB, and PDB. The presentation highlighted some of the key differences as they would relate to the Project in regard to design, procurement, and contract administration. During which some of the key characteristics discussed were:

- 1) GC/CM, design-build, and progressive design-build will require approval by the State Project Review Committee (PRC).
- 2) GC/CM enables early involvement of the contractor to assist with phasing and sequencing, estimating, constructibility, and early procurement packages. SNO911 still holds the AE contract and therefore “owns” the design errors & omissions and coordination burden between the AE and Contractor.
- 3) With PDB or DB, the Contractor holds the AE contract and therefore “owns” the errors & omissions and coordination burden with the AE.
- 4) Design/performance standards and program needs must be developed in advance of procuring traditional DB.



- 5) With PDB, the Contractor team would be selected on qualifications and would be onboard to develop the standards with the owner as an initial design activity; therefore, comprehensive design/performance standards are not required prior to procurement.
- 6) With GC/CM cost certainty is achieved Traditional DB could give more cost certainty early; with Progressive DB, the contract will set the timeline in design when to set the GMP and move forward with the design and the builder.
- 7) PDB promotes the most schedule efficiency, which may result in the fastest project delivery, driven by quicker procurement and the ability of the PDB team to procure early involvement from subconsultants and subcontractors and expedite design and construction. The chart below compares the affect that delivery method has on the project schedule.



Evaluation Criteria

At the end of the workshop, the participants reviewed the characteristics below and were asked to independently rank them in terms of importance and return to OAC by end of day Friday December 10, 2021.

CHARACTERISTICS
Delivery that encourages collaboration across the owner, architect and contractor team
Consistency of design team from early design investigation to final design
Contractor selected on ability to deliver their project (qualifications)
Minimizing potential for change orders on project
Early contractor input/involvement to inform design decisions based on cost, schedule and constructability
One contract to 'design-builder' - Singular point of contact/responsibility for overall project delivery including design and construction
Owner maintains high degree of design control
Obtaining early cost certainty
Shifting risk of errors in drawings away from owner
Contractor and subcontractor selected based on lowest price

Scoring

Nine participants returned their rankings to OAC who collected and processed the results. The rankings indicate that:

The three most important characteristics are:

1. Delivery that encourages collaboration across the owner, architect and contractor team.
2. Consistency of design team from early design investigation to final design.
3. Contractor selected on ability to deliver their project (qualifications).

The three least important characteristics are:

1. Obtaining early cost certainty.
2. Shifting risk of errors in drawings away from owner.
3. Contractor and subcontractor selected based on lowest price.

Complete Results

The complete results of the ranking exercise, shown in the table below. These results indicate that **Progressive Design-Build** would be most responsive to the Project's evaluation criteria.

CHARACTERISTICS	PARTICIPANT RANKING										SUM	RANK	DBB	GCCM	DB	PDB
Delivery that encourages collaboration across the owner, architect and	1	2	7	4	1	1	8	8	1	33	1			X	X	X
Consistency of design team from early design investigation to final design	5	6	5	1	3	2	2	7	3	34	2	X	X			X
Contractor selected on ability to deliver their project (qualifications)	8	1	6	3	4	4	4	3	2	35	3		X	X	X	
Minimizing potential for change orders on project	2	9	2	6	2	3	1	4	7	36	4				X	X
Early contractor input/involvement to inform design decisions based on cost, schedule and constructability	3	3	4	7	7	6	9	2	4	45	5		X			X
One contract to 'design-builder' - Singular point of contact/responsibility for overall project delivery including design and construction	4	5	1	10	5	5	5	9	5	49	6				X	X
Owner maintains high degree of design control	7	4	9	2	6	6	6	6	6	52	7	X	X			
Obtaining early cost certainty	10	7	8	5	10	9	3	1	9	62	8				X	
Shifting risk of errors in drawings away from owner	6	8	3	8	8	7	7	10	8	65	9				X	X
Contractor and subcontractor selected based on lowest price	9	10	10	9	9	10	10	5	10	82	10	X				

Ultimately, it was apparent through discussion with the participants that alternative delivery is highly preferred over traditional delivery and that **PDB was identified as the most compelling method for this project.**

Outcome of the evaluation workshop:

1. Identification of criteria critical to the success of the project,
2. Demonstrate how these criteria are best responded to by alternative delivery methods, and
3. Recommendation of a delivery method(s) that we believe best serves the project.

Lessons Learned

With any new process, documenting lessons learned benefits ongoing process improvement. Following, are comments gathered from the team:

1. Due to COVID-19, this meeting was held via Zoom, the size of the group and duration of the meeting led to not all participants able to attend the entire workshop. Notwithstanding the successful facilitation of this meeting through the digital environment, if the option is available, it is still preferred to hold this type of workshop in person, in order to more fully engage with participants.
2. The duration of this workshop was 4 hours. Due to the amount of information and challenging schedules for many of the participants, multiple shorter workshops may be beneficial.

~~INTERLOCAL~~ AGREEMENT PROVIDING FOR CAPITAL FINANCING
FOR SNOHOMISH COUNTY ~~911~~ REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY

This ~~INTERLOCAL~~ AGREEMENT (“**Agreement**”), is made by and between Snohomish County (“**County**”), a political subdivision of the State of Washington, and Snohomish County Regional Public Safety Communications Agency (“**SNO911**”), a Washington non-profit corporation authorized by RCW 39.34.030(3)(b).

RECITALS

WHEREAS, SNO911 provides emergency communication services on behalf of its member agencies throughout Snohomish County. The County is one of the member agencies of SNO911; and

WHEREAS, Snohomish County Public Safety Communication Agency (“**SNOCOM**”) and Snohomish County Police Staff and Auxiliary Services Center (“**SNOPAC**”) consolidated into SNO911 in 2017 and physically consolidated operations into the leased Everett Campus in 2018, where SNOPAC had been located since 2001; and

WHEREAS, as part of the consolidation, a task force comprised of SNOCOM and SNOPAC members studied facility space and concluded – based on 2015 data – that the current space in the Everett facility could house SNO911 operations through 2025; and

WHEREAS, Snohomish County Emergency Radio System (“**SERS**”) merged with SNO911 in 2019. SNO911 technology staff who were former SERS employees operate out of a leased facility in Marysville, while technology employees for SNO911 continue to work from the Everett Campus. SNO911 believes bringing the technology staff together in one workspace along with the rest of the supportive operations staff is most beneficial to the organization; and

WHEREAS, as of the date of this Agreement SNO911 has now outgrown the space and is leasing space in other locations to accommodate its needs. SNO911 operations are no longer consolidated in one physical location; and

WHEREAS, SNO911 commissioned a future facility study which reviewed multiple options including remodeling the existing facility or building a purpose-built facility from the ground up. The study itself was accepted by the SNO911 Board of Directors on April 18, 2019. On December 17, 2020, the SNO911 Board of Directors unanimously authorized staff to develop plans to build a new 911 facility to consolidate its operations; and

WHEREAS, ~~by the terms~~ Section 13 of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of January 1, 2018, as thereafter

amended and restated, ~~(“SNO911 ILA”), which governs SNO911, SNO911 is precluded from issuing obligations or incurring debt; and~~

WHEREAS, Section 13 of the SNO911 ILA, contemplates that its member agencies Participating Agencies, as defined therein, may issue debt in order to provide capital financing for SNO911 on terms agreed upon by the parties;

WHEREAS, by the issuance of its limited tax general obligation bonds, the County is willing and able to provide financing, subject to repayment under the terms of this Agreement, for SNO911’s future facility needs.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. TERM OF AGREEMENT

This Agreement shall be effective upon mutual execution ~~and when either filed with the County Auditor or posted on the County’s Interlocal Agreements website~~, and shall continue in effect until the Loan, as defined below, has been paid in full, plus three years (or such longer period as may be required by the Code (as defined below in Section 5) or other applicable law). If the County agrees to issue bonds or other obligations to refund the Bonds, the County and SNO911 will enter into an amendment to this Agreement or another agreement with respect to such refunding obligations.

SECTION 2. COUNTY LOAN TO SNO911

2.1 The Loan. The County will, subject to the terms and provisions ~~provisions of this Agreement~~, provide a lump sum payment to SNO911, in an amount not to exceed \$_____, in an amount determined by SNO911 per-pursuant to section 2.2 of this Agreement, which SNO911 shall repay pursuant to the terms of this Agreement (“Loan”).

The County and SNO911 acknowledge and agree that the successful issuance of the Bonds will depend on various factors, including but not limited to the feasibility of the project intended to be financed as described herein, market conditions, satisfaction of requirements of the Code and other applicable law, and other factors outside of the County’s control. The parties agree to cooperate with each other in furtherance of the successful issuance of the Bonds, including, if necessary, entering into amendments to this Agreement.

2.2 The Bonds. The County will use reasonable efforts to issue ~~a one or more~~ series of limited tax-exempt general obligation, fifteen (15) year bonds, the interest on which is expected

to be exempt from federal income tax(~~“Bonds”~~), ~~and include an amount of net proceeds in an aggregate principal amount~~ that SNO911 reasonably determines is required for the purpose of financing the building-acquisition, construction, furnishing and/or equipping, as the case may be, of a centralized building for housing its-SNO911’s facilities and equipment, and costs of issuance and other transaction costs. It is anticipated the County will issue ~~the B~~such bonds in coordination with other County bonding needs. The bonds issued for the benefit of SNO911, whether as a part of the County’s bonds or as a separate series, are referred to herein as the “Bonds.” SNO911 shall be responsible for all issuance and other transaction costs associated with the Bonds. If Bonds are issued in coordination with other County bonding needs, Tthe issuance costs of the entire County bond issue will be shared on a pro-rata basis between the Bonds for SNO911 and any remaining County portion of the bond issue by incorporating the issuance costs in the overall debt schedule.

The True Interest Cost (“T.I.C.”) of the Bonds and the debt service schedule for repayment, of the Bonds is determined when the County sells the ~~overall bond issue~~Bonds and is priced based on prevailing market forces. This debt service schedule will be the amount SNO911 will be responsible to pay to the County to repay the Bonds pursuant to Section 3.1 below. - The County shall reserve the right to determine the strategy and issuance of the Bonds. The County will make reasonable efforts to issue the Bonds within the calendar year of SNO911’s request, however the County shall determine the actual issuance, marketing, sale and closing dates.

SNO911 shall notify the County of the dollar amount of net proceeds SNO911 requires and the maximum T.I.C. it is willing to accept, at least one hundred twenty (120) days prior to the anticipated sale date of the ~~County’s Bonds issuance hereunder~~. If market conditions prohibit the County from being able to meet either the amount of net proceeds SNO911 requires or its T.I.C. maximum, the County shall not issue the Bonds. The County shall not ~~accept be responsible for~~ any ~~ancillary~~ costs incurred by SNO911 should the County have to delay or discontinue the sale of, or closing on, the Bonds. The County and SNO911 will remain in contact regarding the Bonds issuance timing and market conditions. The County will utilize their financial advisor and bond counsel to adjust the timing as necessary based upon market conditions. If market conditions appear to be unfavorable, SNO911 shall be able to request to ‘opt out’ of the issuance provided they notify the Snohomish County Finance Director at least ten (10) business days prior to the anticipated sale date. In such event, SNO911 shall remain solely responsible for all costs and expenses incurred by it and by the County in furtherance of the issuance of the Bonds, including fees of the County’s financial advisor and bond counsel and all other County costs.

Upon ~~a successful issuance-closing~~ of the Bonds, the County shall transfer SNO911’s portion of the net proceeds of the Bonds to SNO911 within thirty (30) days. ~~of the closing or receipt of the proceeds.~~

2.3 Cooperation by SNO911. SNO911 shall fully cooperate with the County in connection with the issuance of the Bonds. At the request of the County, SNO911 shall (a) provide all such information as determined by the County’s bond counsel to be necessary or appropriate to enable it to conduct due diligence with respect to the planned tax-exempt status of interest on the

Bonds, (b) conduct such review and provide such information as the County may require in connection with any official statement(s) prepared for the Bonds or otherwise as the County determines to be necessary or appropriate for accurate disclosure, including continuing disclosure, with respect to the Bonds, (c) execute any closing certificates, papers or other deliverables, including tax certifications and post-issuance compliance policies, as determined by the County to be necessary or appropriate, and (d) cooperate in all post-issuance matters, including, but not limited to, any audit or inquiry by the Internal Revenue Service and any other action or proceeding whatsoever, and maintain required records and provide or cooperate in providing ongoing disclosure, as determined by the County. All costs and expenses incurred by the County or SNO911 in connection with the foregoing shall be the sole responsibility of SNO911.

SECTION 3. TERMS OF REPAYMENT

3.1 Amount of Payment. The County shall provide SNO911 the debt service schedule as soon as practicable after issuance of the Bonds. This schedule is calculated by the County's financial advisor using the actual market rate at the time the Bonds are sold. The annual debt service schedule will have an interest only payment on June 1st and a principal and interest payment on December 1st. SNO911 will remit the amounts stated in the debt service schedule to the County at least thirty (30) days prior to the aforementioned due dates.

In addition to making payments with respect to principal and interest on the Bonds as provided above, SNO911 shall pay to the County all costs, charges and expenses incurred by the County in connection with the County's ongoing administration and compliance matters with respect to the Bonds, including but not limited to reasonable costs of the County's financial advisor, bond counsel and other professional services providers.

3.2 Delinquent payments. Debt service payments not received at least thirty (30) days prior to due dates shall be subject to a penalty of 5% of the amount due plus additional interest of 10% per annum, up to, but not exceeding, any applicable limitations provided by law on such penalties or interest.

3.3 No Prepayments. SNO911 may not prepay any principal or accrued interest beyond what is stated in section 3.1 except as permitted by the County, and in accordance with the terms and provisions of the Bonds.

3.4 No Set-Off or Recoupment. SNO911 shall repay the Bonds pursuant to the terms of this Agreement, irrespective of any rights of set-off, recoupment, or counterclaim it might have against the County or any other person; provided, that any such payment shall not constitute a waiver by SNO911 of any claim for recoupment or of any counterclaim. This Section 3.4~~3~~ shall not be construed to release the County from any of its obligations hereunder or, except as provided in this Section 3.4~~3~~, to prevent or restrict SNO911 from asserting any rights which it may have against the County under any provision of law, or to prevent or restrict SNO911, at its own cost

and expense, from prosecuting or defending any action or proceeding by or against the County or taking any other action to protect or secure its rights.

SECTION 4. PLEDGE

SNO911 agrees to include repayment of the Bonds in its annual budget. Additionally, to secure payment of SNO911's obligations to the County stated herein, SNO911 hereby pledges to the County as collateral User Fees as that term is defined in the SNO911 ILA.

SECTION 5. USE OF FUNDS

[NTD: Placeholder for County to insert any restrictions related to tax-exempt status of Bond. Below is an excerpt from our ILA, drafted by Pacifica Law Group, that already applies to SNO911 and can be integrated into the ILA if so desired:]

To the extent that ~~any bond or other debt is~~ the Bonds are issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (“Code”), SNO911 agrees to not (1) make use of the proceeds from the sale of such ~~bonds or other debt~~ Bonds that will cause the ~~bonds or other debt~~ Bonds to be “arbitrage bonds” within the meaning of the Code or (2) act or fail to act in a manner that will cause the ~~bonds or other debt~~ Bonds to be considered obligations not described in Section 103(a) of the Code. The foregoing requires, without limitation, that SNO911 will ~~also be required to~~ utilize the Bond proceeds of this loan within three (3) years of ~~Bonds’~~ Bonds’ issuance, ~~per IRS regulations. Any space created and that any facilities financed with by the use of these Bonds’~~ proceeds shall not be leased directly or through sub-lease to any for-profit private entity, or otherwise used or sold in a private use, until such time the Bonds have been extinguished. The requirements applicable to tax-exempt bonds are numerous and complex and the foregoing list is not exhaustive. SNO911 agrees it will comply with all requirements applicable to tax-exempt bonds to ensure that it shall not take or fail to take any other action that will adversely affect the tax-exempt status of interest on the Bonds.

SECTION 6. DEFAULT AND REMEDIES

6.1 Events of Default. Any failure on the part of SNO911 to perform or observe ~~the~~ its duties, provisions, or obligations hereunder, including, but not limited to any failure by SNO911 to make payments on the Loan when due, or in the case of any other required monetary payments to the County pursuant to this Agreement, if such failure shall have continued for a period of sixty (60) days after written notice thereof has been delivered to SNO911, shall be considered a “**Loan Default**” as that term is used in this Agreement. For the avoidance of doubt, any failure by SNO911 to make timely payment on the Loan such that the County fails to make timely payment on the Bonds, shall be an automatic default hereunder.

6.2 Remedies. Upon the occurrence of any Loan Default, the County may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the County, being advised by counsel, may deem most effective to protect and enforce any of its current or reserved rights or interests hereunder with respect to: (i) tax exemption of the Bond, (ii) payment of fees or amounts due, (iii) indemnification and reimbursements due to the County, and (iv) receipt of reports and notices. ~~Prior to initiating any action, the parties shall engage in mediation.~~

~~6.3~~

6.34 No Right or Remedy Exclusive. No right or remedy herein conferred upon or reserved to a party to this Agreement is intended to be exclusive of any other available right, remedy or remedies, but each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a party to exercise any remedy reserved to it, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. No dispute resolution process set forth in the SNO911 ILA shall be required with respect to disputes arising under this Agreement.

6.45 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this Agreement should be breached by a party to this Agreement and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 7. INDEMNIFICATION

7.1 Indemnification of the County. SNO911 shall indemnify, hold harmless, and defend the County, its elected officials, directors, officials, agents, and employees and each of them from and against:

(a) ~~any and all costs to the County arising from or as a result of the issuance of the Bonds or the making of the Loan (including without limitation any audit, inquiry, action or proceeding pertaining to the Bonds or the Loan), and~~ any and all claims by or on behalf of any person ~~or entity~~ arising from any cause whatsoever in connection with the making of the Loan ~~or the issuance of the Bonds~~, other than claims ~~established to be occasioned by resulting from?~~ the negligence or willful misconduct of the County, its respective officers, agents, servants, licensees, or employees;

(b) any and all claims arising from any act or omission of SNO911 or any of its agents, servants, employees, or licensees, in connection with the Loan or the Bonds, including, without limitation, any act or omission of SNO911 or any of its agents, servants, employees, or licensees adversely affecting the tax-exempt status of interest on the Bonds; and

(c) all reasonable costs, reasonable counsel fees, or liabilities incurred in connection with any such claim or proceeding brought thereon.

In the event that any action or proceeding is brought against the County or any of its respective elected officials, directors, officials or employees, with respect to which indemnity may be sought hereunder, SNO911, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel, and the payment of all expenses related thereto, PROVIDED that with regard only to claims or proceedings for non-monetary relief, no settlement of a claim or proceeding against an indemnified party shall occur without the consent of such party, PROVIDED FURTHER that such consent shall not be unreasonably withheld; and PROVIDED FURTHER that in case of any audit, inquiry, action or proceeding with respect to the Bonds or the Loan, whether or not the relief sought is monetary, SNO911 shall only assume the defense thereof upon the specific instruction of the County, and in any event, the County may employ its own counsel and advisors, the reasonable costs and expenses of which shall be promptly paid by SNO911 upon demand therefor by the County.

7.2 Indemnification of SNO911. The County shall indemnify, hold harmless, and defend SNO911, its elected officials, directors, officials, agents, and employees and each of them from and against:

(a) ~~any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the making of the Loan, other than claims established to be occasioned by the negligence or willful misconduct of SNO911, its respective officers, agents, servants, licensees, or employees;~~

~~(b)~~ any and all claims arising from any act or omission of the County or any of its agents, servants, employees, or licensees, in connection with the Loan; and

(be) all reasonable costs, reasonable counsel fees, or liabilities incurred in connection with any such claim or proceeding brought thereon.

In the event that any action or proceeding is brought against SNO911 or any of its respective elected officials, directors, officials or employees, with respect to which indemnity may be sought hereunder, the County, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel, and the payment of all expenses related thereto, PROVIDED that with regard only to claims or proceedings for non-monetary relief, no settlement of a claim or proceeding against an indemnified party shall occur

without the consent of such party, PROVIDED FURTHER that such consent shall not be unreasonably withheld.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 7.1 and 7.2 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, disability benefit act, or other employee benefits act, 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.

SECTION 8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire and final agreement and supersedes all prior agreements and understandings, both written and oral, between the County and ~~the District~~[SNO911](#) with respect to the subject matter hereof.

8.2 Notices. All notices, certificates, or other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been emailed or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Finance Director
 3000 Rockefeller Avenue, M/S 610
 Everett, WA 98201
 (425) 388-3475
 Email: nathan.kennedy@snoco.org

If to SNO911: [\[Snohomish County 911\]\[should this be Snohomish County Regional Public Safety Communications Agency?\]](#) Executive Director
 1121 SE Everett Mall Way #200
 Everett, WA 98208
 Email: kmills@sno911.org

The County or SNO911 may, by notice given in the manner and with the effect set forth herein, designate any further or different addresses to which subsequent notices, certificates, documents, or other communications shall be sent.

8.3 Time of the Essence. Time is of the essence in the performance of each party's obligations under this Agreement. Each will carry out its obligations under this Agreement diligently and in good faith.

8.3 Assignments. This Agreement may not be assigned by any party without the prior written consent of both parties hereto, which consent shall not be unreasonably withheld.

8.4 Amendments, Changes, and Modifications. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

8.5 No Partnership or Joint Venture. No partnership and/or joint venture is created by and between SNO911 and the County by virtue of this Agreement.

8.6 No Third-Party Beneficiaries. This Agreement is not intended to nor does it create any third-party beneficiaries or other rights in any third person or party, including but not limited to members of the general public and any holders or owners of the Bonds.

8.7 Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

“County”

“SNO911”

SNOHOMISH COUNTY

~~[SNOHOMISH COUNTY 911]~~
~~[SNOHOMISH COUNTY REGIONAL~~
~~PUBLIC SAFETY COMMUNICATIONS~~
~~AGENCY?]~~

County Executive

Board President

Date: _____

Date: _____

Approved as to form only:

Approved as to form only:

George Marsh, Deputy Prosecuting Attorney

Jordan E. Stephens, Attorney

Date: _____

Date: _____

Action Proposal Form

Date: 2/14/2022

Title: Finance Positions



Background / Purpose:

The tight labor market has made it difficult to fill a number of professional positions within the agency. The vacancies are creating risks for the agency including workload, oversight and retention.

The Finance Manager position has been open since late 2021 and we now have a second vacancy with the Finance Coordinator meaning that team of 3 is down 2 positions.

Staff have begun interviews with professional placement & recruiting firms and desire authorization for support for temporary & permanent placements for the Finance Manager and Finance Coordinator positions. We will continue our own recruitment efforts as well as the use of firms specializing in placement of finance and accounting positions.

We are seeking an individual to fulfill temporary finance manager duties which are estimated to range from \$115 to \$170 per hour up to 24 hours per week.

Given the importance and urgency of these vacancies staff have already begun expanding our engagement with professional staffing agencies, however, we do not currently have actionable information. The standard recruiting fee for agencies is **between 15% and 30% of the first-year salary** for a permanent job the recruiter is filling. Fees can vary significantly across industries, market conditions, and specialization of the position.

Suggested Action/Recommendation:

Authorize staff to engage with professional placement agency for both temporary placements not to exceed \$98,000 AND to negotiate services for permanent placement with authority of up to \$45,000.

Funding:

Fund 70 Operating

ACTION PROPOSAL FORM

Date: 2/14/2022

Action Title: 2021 Year End Budget Activities

Time Sensitivity: Normal



Background / Purpose:

At the end of each year the Board must take steps to finalize the previous year's budget carryover and other revenues. The Board's Fiscal Policy states the Board will make decisions how to account for any carryover with a priority of funding (1) unrestricted reserves, (2) unanticipated operating costs, (3) Capital Plan, and (4) distribution of unrestricted funds to participating member agencies. The SNO911 Budget does not fund or assess agencies for Reserves or Capital and relies on unexpected revenue and carryover to maintain sufficient funding.

Action 1: The year-end analysis of the 2021 Operating Budget is completed with expenditures of 97.8% which has left a carryover of \$1,032,669. An in-depth analysis is included in the packet, where it is noted that revenues were 4.2% over budget, M & O was 6.4% under, and Personnel Costs were 3.8% under. These parameters are all within expected ranges and represent a well-managed budget providing our agencies and the public with value and stability. There is also \$39,050 that was left in the fund last year to support the acquisition of PulsePoint. In order to bring the fund to its established balance* action is necessary for these two items totaling \$1,072,719 (\$1,032,669 + \$39,050).

Action 2: The 2022 EESCS (Enhanced Emergency Services Communications System) approved budget includes \$5,828,348 in Enhanced 911 Tax Revenue to be distributed to SNO911. As part of the 2022 SNO911 budget approval process, the board authorized placing \$6,608,979 into Operating Fund 70. Action is necessary to address the anticipated residual of \$219,369. EESCS estimates this revenue using conservative methods, however, it should be noted the anticipated revenue is an estimate for taxes anticipated this year.

Action 3: As the agency progresses toward building a new facility, staff recommends moving the funding from Action 1 into the Future Facility Project Plan 80-038. As plans move forward it is important that the agency have sufficient funding on hand that could support this effort and can be used to decrease the bonding amount or to acquire property prior to receiving bond funding.

Recommended Actions:

Action 1: Authorize placing 2021 carryover funds of \$1,072,719 to Capital Fund 80.

Action 2: Authorize placing the balance of the 2022 E911 PSAP distribution of \$219,369 into Reserves Fund 90.

Action 3: Authorize adding \$1,072,719 to Capital Project 80-038 Future Facility Initiative.

Funding Source: N/A

*The established balance of \$2M is approximately one months' worth of operating costs. The purpose of this balance is to ensure the agency can continue to make payroll and pay invoices as scheduled, while monthly assessments may not be received until later in the month. The Finance Department recommends adhering to established fund levels at the end of each fiscal year. Doing so will ensure the agency maintains visibility of carryover dollars and fund balances and that balances do not exceed the needs of the agency.

Removed from
Agenda



Fiscal Policy

Fiscal management of Snohomish County 911 (SNO911) revenues, reserves and expenditures will be guided by the interlocal agreement, applicable state and local regulations, agreements, memorandums of understanding, resolutions and as outlined in this document.

Annual Budget

Operating Budget: In addition to the requirements outlined in the Interlocal Agreement the Agency will strive to budget in a way that provides stability for agency assessments and that lessens the potential for mid-year budget amendments.

Unrestricted Reserves: The agency recognizes the critical role that 911 plays for Snohomish County and has determined a minimum of three months of operating expenses should be held in reserves to ensure continuity of operations through a disaster or emergency. Unrestricted reserves may not fall below the PTO liability for the agency. The agency will prioritize replenishing reserves if it falls below the required balance.

Capital: The capital plans will cover no less than five years of anticipated needs to include capital replacement for technical and facility needs. The Board will review and approve the capital plan annually including a decision whether to fund capital from carry-over or assessments.

Carry Over

Each year the Board will make decisions how to account for any carry-over or other fund disbursements with the following priorities:

Priority 1: Fund unrestricted reserves

Priority 2: Fund unanticipated operating costs.

Priority 3: Fund the Capital Plan.

Priority 4: Distribution of unrestricted funds to participating member agencies.

Accounting Methods

Cash Basis: The agency shall use the Cash Basis of Accounting where revenues are recorded when cash is received and expenses are recorded when paid.

Financial Statements: Financial statements will be presented in accordance with the State Auditor's public agency uniform guidelines (RCW 43.09.200).

Bank

U.S. Bank is the authorized institution for banking. U.S. Bank is designated on the Public Deposit Protection Commission list of banks eligible to U.S. public deposits.

Acceptance of Cash

The Agency will not accept cash as a means of payment for services. Individuals wishing to purchase copies of tapes or other records will be instructed that a money order or cashier's check must accompany their request.

Approval of Payroll and Accounts Payable

The Executive Director shall be authorized within current budget to execute payment of monthly payroll and all monthly payables, prior to settlement through the monthly board consent calendar. The Director of Finance and Human Resources shall be the alternate authority for the above authority in the Executive Director's absence.

Approved by SNO911 Board of Directors, November 15, 2018.

Removed from
Agenda

SNOHOMISH COUNTY 911 FINANCE DEPARTMENT REPORT

FUND BALANCE SNO911 December 2021

OPERATING

Fund #	Beginning Balance	Revenue	Expenditures	Funds Transfers	Fund Balance
70	\$2,368,195	\$25,450,056	\$23,315,721	(\$425,865)	\$3,996,666

CAPITAL PLAN

80	\$13,332,720	\$335,456	\$766,345	\$424,590	\$13,326,421
110 - WT	\$1,778,574	\$36,000	\$325,211		\$1,453,454

RESERVES

90	\$6,578,256	\$326	\$0	(\$750,000)	\$5,828,582
120 - WT	\$597,564	\$33	\$0	\$0	\$597,596

RADIO REPLACEMENT PROJECT

130	\$142,757	\$2,405,902	\$3,064,442	\$ 750,000	\$234,217
140	\$0	\$150,003	\$0	\$ -	\$150,003

TOTALS	\$24,798,066	\$28,341,872	\$27,551,724	(\$1,275)	\$25,586,939
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*Note: Fund # 110 and 120 are Wireless Technology funds



General Operating - 70

Fund Balance

- Current fund balance of \$3,996,666. A fund balance of \$2.0M was established (Per Board authorization 2/20/20) for cash flow purposes and is not counted toward any fund carryover. The board authorized 2020 carryover of \$329,145 to be transferred to fund 80 and left a residual balance of \$39,028 remaining in the fund. The expectation is the fund balance will be adjusted back to \$2.0M at the end of 2021.

Revenue - Revenue is at 104.2% of budget.

- Assessments for dispatch services received are at \$16,496,647 or 103.4%. Of this amount, \$656,189 was from last year's assessments that were received in January. Budgeted assessment revenue for 2021 is \$16,035,415.
- E911 disbursement funds received are \$1,359,741, as budgeted.
- Emergency Sales Tax revenues received are \$1,200,000 as budgeted.
- Other income is at \$1,309,140 or 156.9%. This revenue includes reimbursements for the managed laptop program, location and EPCR, PAVE, Priority Dispatch, rental income, and a \$100,000 reimbursement from E911 for tertiary center expenses. Interest received was \$113.72.
- Federal Grant funds received are \$133,685. This includes \$332 for Emphasis Patrol, \$101,768 for FEMA PA grant, and \$31,585 for a CAD line Grant.
- Outstanding Accounts Receivable Due is \$36,530.79. This includes amounts submitted for reimbursement in December and tower rent. The PUD did not submit rental payments in 2021 and has \$13,858 outstanding.

Expenses - Total Expenditures are at \$23,395,721, which is 95.8% of budget. The 2021 budgeted expenditures are \$24,429,390.

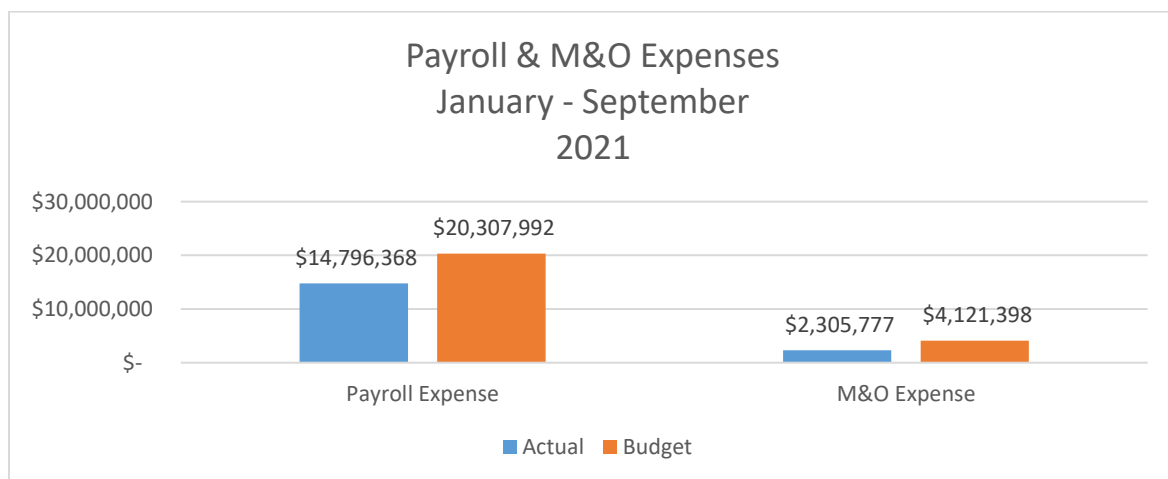
Personnel - Personnel expenses are at 96.2% of budget.

- Overtime was at \$1,493,446 or 160.6%. The 2021 overtime budget was \$930,000.
- Recruiting incentives paid out are at \$36,000 and \$4,500 have been paid back. The program has been discontinued as of June 19th due to reaching authorized staffing levels and there are no more milestones left to pay out.
- PTO Accrual Cash outs are at \$344,483 or 132.5% of budget.
- Unemployment claims paid are \$56,155, 109.7% of budget.

M & O - Total Maintenance and Operations (M&O) costs were at 93.6% of budget or \$3,860,069. The total budget for M&O is \$4,121,398 with maintenance contracts making up 34% of the M&O budget.

- Reimbursed Expenses are at 137.6% of budget or \$258,633. This includes expenses reimbursed for ACCESS user fees, EPCR, and Managed Laptop. It's important to note that these costs are offset by expected reimbursements and that assessments are not affected.
- Professional fees are at \$199,508 or 72% of budget. Major items category are Applicant Processing fees which are at \$63,317, which are lower than expected this year, legal fees which are at \$68,471 and fees for the state audit which are at \$32,347.
- Administrative Support expenses ended at \$102,330 or at 98.1% of budget. This category includes items such as printing costs, recognition, recruiting advertising campaigns, postage, Excise and Use Taxes and document shredding services. As noted above, applicant processing fees has been lower than expected this year. Recruiting campaigns advertising is at \$49,656 which is 236.5% of budget.
- Recognition was at \$13,272. Budget was \$15,000, which included the additional \$5,000 the board approved for ACE recognition program developed to support the agency goal of becoming an IAED Accredited Center of Excellence (ACE).
- Rent were at \$1,042,800 or 104% of budget. Tower land rent was \$54,854 over budget.
- Utilities were at \$113,383 or 109% of budget.
- Repairs & Maintenance is at \$1,745,061 or 91.7% of budget. The Tyler maintenance contract is the most prominent for \$772k, other pertinent contracts include UKG for HR/Payroll/Time/Scheduling, and Smart 911/Rave alerts, Motorola and Microsoft agreements.
- Insurance came in at \$56,567.72 or 59% of budget. The WCIA assessment was \$204K, and is higher than normal due to the high volume of assets on hand for the Radio project. The radio project paid for \$148,803 of the WCIA invoice.
- Communications ended at \$109,196 or 106.1% of budget.
- Training and Travel was at \$107,526 or 82% of budget. Staff attended the APCO, Navigator, Tyler Connect, and UKG conferences.
- Minor Capital Equipment expenditures came in at \$61,018 or 41% of budget. This category includes \$16,379 for chairs and headsets, and \$44,599 for equipment supplies.
- Supplies were at \$50,770 or 76.1% of budget.

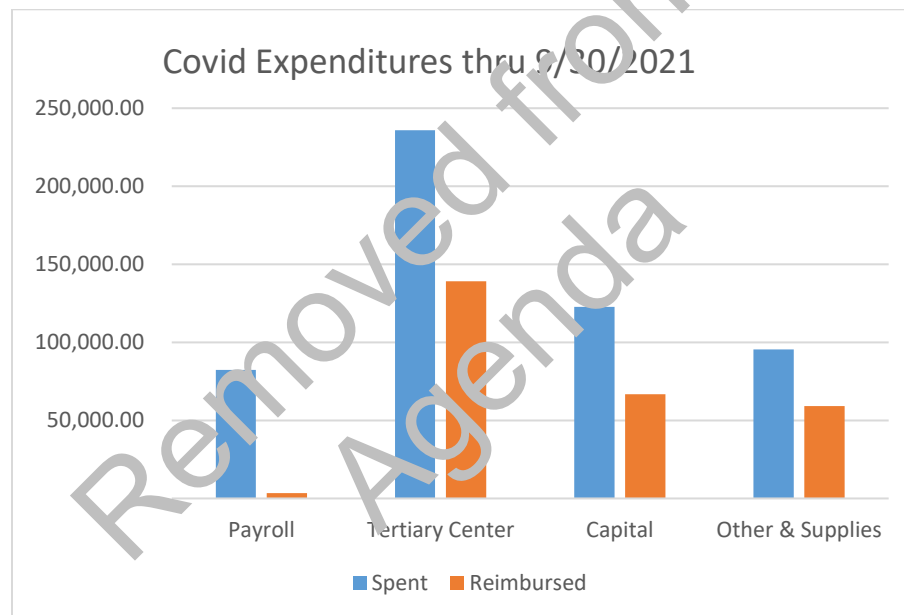
Carryover is \$1,033,670



Year To Date Covid-19 Expenses:

Actual Covid-19 expenditures as of September 30th, 2021 were \$536,288. Of that amount, 2020 was \$458,369 and 2021 was \$77,919. A total of \$268,517 of these expenditures has been reimbursed. The reimbursement consists of \$168,517 in grants and \$100,000 from the County. Some requests are being reviewed by FEMA and we may receive more reimbursements in the future.

SNO911 COVID SUMMARY accumulated			
	Spent	Reimbursed	
Payroll	82,274.93	3,363.48	
Tertiary Center	235,812.36	139,140.79	
Capital	122,824.14	66,766.42	
Other & Supplies	95,376.28	59,246.49	
	536,287.71	268,517.18	



Capital 80

Fund Balance

- Current fund balance is \$13,326,421. Per Board approval on 02/20/20, Operating Fund 70's Carryover funds of \$329,145 were transferred into Capital Fund 80.

Revenue & Expenditures

- Interest received is \$733.
- Expenditures are at \$766,345. Large expenditures include: \$58,101 for Tertiary Center, \$112k for Tenant building maintenance, \$30k for CAD-lite, \$22k for the managed laptop program, \$206k for the logging recorder, \$65k for future facility initiative and \$34,292 for the dispatch schedule alternatives.

General Reserves 90 (Undesignated)

Fund Balance

- Current fund balance is \$5,828,582.

Revenue & Expenditures

- Interest received is \$326.

Capital Wireless Technology - 110

Fund Balance

- Current fund balance is \$1,453,153.

Revenue & Expenditures

- Interest received is \$5,041.
- Expenditures of \$325,216. This includes \$202,016 for vehicle and tire replacements, \$105,467 for generator replacements, \$7,559 for specialized equipment, and \$3077 for Snow cat equipment.

Reserves Wireless Technology - 120

Fund Balance

- Current fund balance is \$597,596

Revenue & Expenditures

- Interest received is \$30.

Radio Replacement Fund – 130

Fund Balance

- Current fund balance is \$234,217.

Revenue & Expenditures

- Interest received is \$36.
- Reimbursements received of \$2,405,865.
- Expenditures are at \$3,064,442 for 2021.

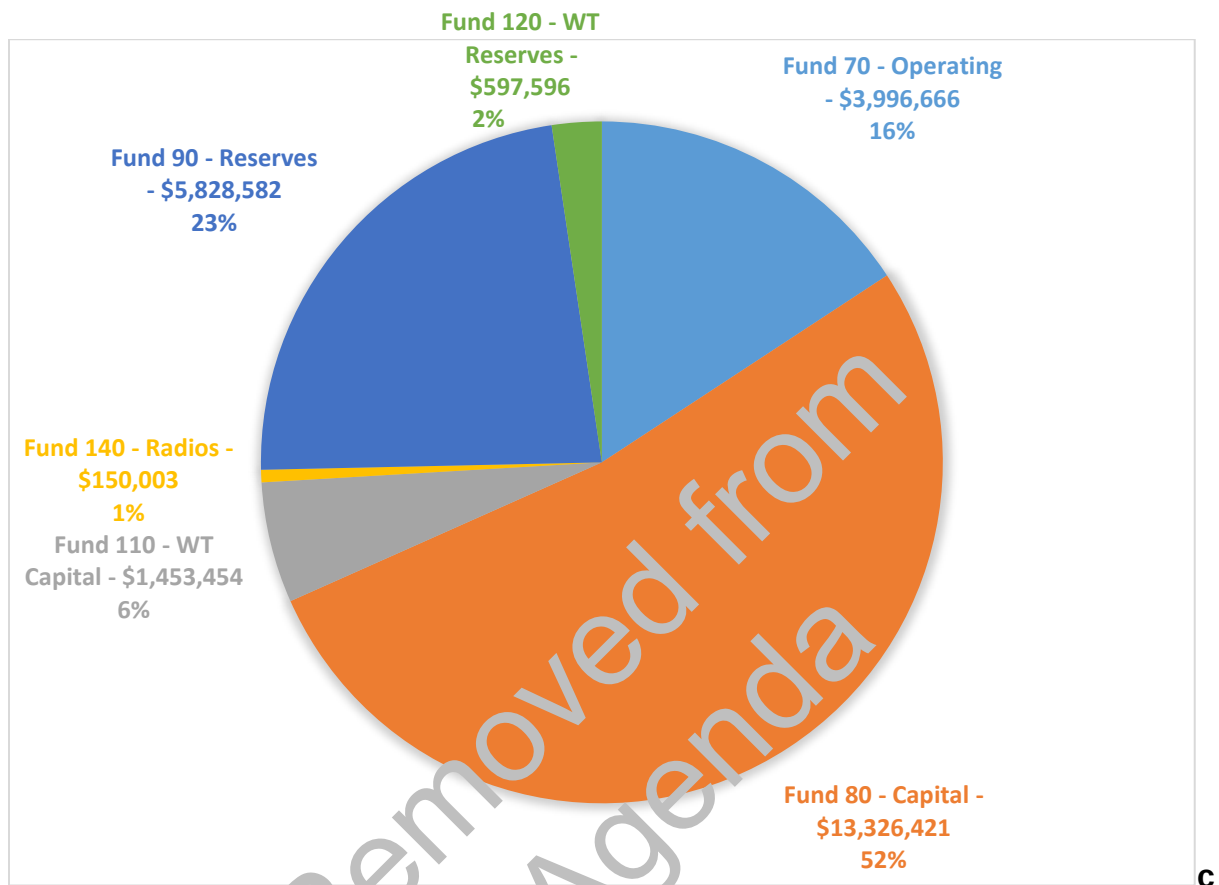
Radio Replacement Project Year to Date:

Radio Replacement Project	Project Budget	Spent to date 2018 - 2021	% Complete
TOTAL PROJECT MANAGEMENT	\$ 5,730,576	\$ 1,469,287	25.60%
TOTAL INFRASTRUCTURE	\$ 33,686,461	\$ 17,507,237	51.97%
TOTAL SUBSCRIBER UNITS	\$ 16,894,538	\$ 16,993,906	100.59%
TOTAL PROJECT CONTINGENCY	\$ 15,788,545	\$ 6,521,431	41.04%
GRAND TOTALS	\$ 72,209,170.00	\$ 42,491,861.00	

Subscriber Equipment – 140

Fund Balance - Current fund balance is \$150,003.

Fund Balances



Snohomish County 911

Budget vs. Actual General Operating 70

January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4020 · Dispatch Services	16,581,012.69	16,035,445.00	545,567.69	103.4%
4040 · E911 Excise Tax Revenue	6,359,741.00	6,359,741.00	0.00	100.0%
4045 · Emergency Sales Tax Revenue	1,200,000.00	1,200,000.00	0.00	100.0%
4200 · Miscellaneous Income	1,309,140.60	834,204.00	474,936.60	156.9%
4300 · Interest	162.17			
Total Income	25,450,056.46	24,429,390.00	1,020,666.46	104.2%
Gross Profit	25,450,056.46	24,429,390.00	1,020,666.46	104.2%
Expense				
5000 · Payroll Expense	19,535,651.48	20,307,992.00	-772,340.52	96.2%
6000 · Reimbursed Expense	258,632.88	188,000.00	70,632.88	137.6%
6150 · Professional Fees	199,508.68	277,000.00	-77,491.32	72.0%
6200 · Administrative Support	102,330.39	104,350.00	-2,019.61	98.1%
6225 · Recognition	13,272.65	10,000.00	3,272.65	132.7%
6250 · Rent	1,042,800.33	1,002,600.00	40,200.33	104.0%
6252 · Utilities	113,332.74	104,000.00	9,382.74	109.0%
6300 · Repairs & Maintenance	1,745,007.29	1,842,648.00	-97,586.71	94.7%
6350 · Insurance	56,537.72	105,000.00	-88,432.28	39.0%
6400 · Communication	6,099.92	10,600.00	-6,595.92	106.4%
6500 · Training and Travel	107,528.77	131,200.00	-23,671.23	82.0%
6600 · Minor Capital Equipment	61,017.86	149,000.00	-87,982.14	41.0%
6700 · Supplies	50,761.56	65,000.00	-14,230.14	78.1%
Total Expense	23,315,721.57	24,429,390.00	-1,033,669.43	95.8%
Net Ordinary Income	2,054,335.39	0.00	2,054,335.89	100.0%
Net Income	2,054,335.89	0.00	2,054,335.89	100.0%

Snohomish County 911
Capital Plan 80
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4040 · E911 Excise Tax Revenue	334,723.00
4300 · Interest	
4320 · Other Interest	732.89
Total 4300 · Interest	732.89
Total Income	335,455.89
Gross Profit	335,455.89
Expense	
6150 · Professional Fees	8,560.83
6400 · Communication	10,073.52
6600 · Minor Capital Equipment	747,710.53
Total Expense	766,344.88
Net Ordinary Income	-430,888.99
Net Income	-430,888.99

Removed from
Agenda

Snohomish County 911
Wireless Tech Capital 110
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4300 · Interest	
4320 · Other Interest	95.94
Total 4300 · Interest	95.94
Total Income	95.94
Gross Profit	95.94
Expense	
6600 · Minor Capital Equipment	325,216.41
Total Expense	325,216.41
Net Ordinary Income	-325,120.47
Net Income	-325,120.47

Removed from
Agenda

Snohomish County 911
Reserves 90
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4300 · Interest	
4320 · Other Interest	326.07
Total 4300 · Interest	326.07
Total Income	326.07
Gross Profit	326.07
Net Ordinary Income	326.07
Net Income	326.07

Removed from
Agenda

Snohomish County 911
Wireless Tech Reserves 120
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4300 · Interest	
4320 · Other Interest	32.66
Total 4300 · Interest	32.66
Total Income	32.66
Gross Profit	32.66
Net Ordinary Income	32.66
Net Income	32.66

Removed from
Agenda

**Snohomish County 911
Radio Replacement Project 130
January through December 2021**

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4200 · Miscellaneous Income	
4280 · Reimbursements	2,405,865.85
Total 4200 · Miscellaneous Income	2,405,865.85
4300 · Interest	
4320 · Other Interest	36.57
Total 4300 · Interest	36.57
Total Income	2,405,902.42
Gross Profit	2,405,902.42
Expense	
5000 · Payroll Expense	391,371.31
6150 · Professional Fees	442,321.40
6200 · Administrative Support	77,932.44
6250 · Rent	24,023.70
6300 · Repairs & Maintenance	288.20
6350 · Insurance	148,803.28
6500 · Training and Travel	108.82
6600 · Minor Capital Equipment	1,978,593.08
6700 · Supplies	1,000.07
Total Expense	3,064,442.30
Net Ordinary Income	-658,539.88
Net Income	-658,539.88

Snohomish County 911
Subscriber Equipment 140
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4045 · Emergency Sales Tax Revenue	150,000.00
4300 · Interest	
4320 · Other Interest	2.74
Total 4300 · Interest	2.74
Total Income	150,002.74
Gross Profit	150,002.74
Net Ordinary Income	150,002.74
Net Income	150,002.74

Removed from
Agenda

SNO911 Fund 80 Capital Plan 2022 8/19/2021									
Updated: 12/31/2021									
Project #	Project Name	YTD 2020	Planned 2021	YTD 2021	2022	2023	2024	2025	2026
80-001	RMS/Mobile/Corrections	1,274	360,000	131,760	100,000				
80-002	CAD	44,250	155,000		100,000				
80-003	UPS Replacement		100,000		0	0	0	175,000	0
80-004	Integrated Video Display System		5,000		5,000	40,000	5,000	5,000	5,000
80-005	Dispatch Consoles		30,000		30,000	5,000	5,000	5,000	5,000
80-007	Datacenter Servers	6,928	43,000	16,994	70,000	10,000	10,000	10,000	10,000
80-009	Managed Laptop Program	185,632	200,000	24,140	175,000	150,000	500,000	130,000	150,000
80-010	Tenant Building Maintenance	82,137	279,000	112,249	100,000	5,000	5,000	125,000	5,000
80-011	CAD PCs-Dispatch	100,000	10,000		10,000	10,000	10,000	100,000	10,000
80-012	Administrative PC's and Displays	48,156	15,000	2,971	100,000	5,000	10,000	50,000	5,000
80-013	Network Equipment/Security	49,229	55,000	22,274	125,000	10,000	350,000	50,000	10,000
80-015	UPS Battery Replace		0		0	0	0	30,000	0
80-016	Bldg Security Upgrade		15,000	6,128	2,000	2,000	2,000	2,000	2,000
80-017	Logging Recorder	0	302,000	206,646	5,000	5,000	5,000	150,000	5,000
80-018	Consulting/Outsourcing	1,911	5,000	0	25,000	0	25,000	0	25,000
80-019	Tyler Hardware	345,587	69,000	20,754	15,000	15,000	15,000	15,000	15,000
80-021	Center Monitors and Displays	1,446	5,000		5,000	5,000	5,000	30,000	5,000
80-024	Online Citizen Reporting / Shoplift		5,000		5,000	5,000	5,000	5,000	5,000
80-025	VPAC Virtual Client Portal	646,819	15,000	444	30,000	10,000	10,000	650,000	10,000
80-026	Tyler/NG Datamart	192,989	62,000	10,333	15,000	0	0	0	0
80-028	Backups and Storage	61,366	63,000		65,000	10,000	5,000	50,000	5,000
80-029	Next Gen 911				0	0	0	0	0
80-033	PBX Refresh	130,132	24,000	10,672	5,000	5,000	5,000	5,000	5,000
80-034	Mobile Manual Ops (CAD-In-A-Box)	22,646	102,000	30,000	50,000				
80-035	Service Vehicles		0		75,000	0	0	0	0
80-036	Appliances	348	5,000		5,000	5,000	5,000	5,000	5,000
80-037	Furniture Replacement	2,920	10,000		5,000	5,000	5,000	5,000	5,000
80-038	Future Facility Initiative		5,700,000	65,200	0	0	0	0	0
80-039	Dispatch Center Generator Replacement		0		740,000	0	0	0	0
80-040	Backup Cooling System	11,639	0		0	0	250,000	0	0
80-044	Advanced Authentication	4,743	5,000		5,000	5,000	5,000	50,000	50,000
80-045	Earthquake Base ISO Expansion		25,000	12,737	0	0	0	0	0
80-046	Data Interoperability		0		0	0	0	0	0
80-047	Dispatch Schedule Alternatives	46,667	25,000	29,735	0	0	0	0	0
80-048	SPIDR Tech Law Enforcement	351,071							
80-049	Tertiary 911 Location	198,630	6,000	58,101					
80-050	Financial Consultant		20,000	5,203					
80-051	Website Refresh				70,000	5,000	5,000	5,000	5,000
80-052	Crime Map Replacement				70,000	5,000	5,000	5,000	5,000
80-053	AWS Cloud Exploration				150,000	0	0	0	0
80-054	Location Computer Replacement				25,000	0	0	0	0
80-055	SolarWinds				72,000				
80-056	911 Phone Upgrade				775,000				
Beginning Balance		1,983,882	13,332,720	12,332,720	5,562,720	3,397,720	3,099,720	1,961,720	413,720
Expenditures		2,536,519	7,770,000	7,733,345	3,024,000	407,000	1,247,000	1,657,000	347,000
Net Balance after Exp.		12,447,363	5,562,720	12,566,375	2,538,720	2,990,720	1,852,720	304,720	66,720
Previous Year Carryover			0	1	0	0	0	0	0
Managed Laptops					109,000	109,000	109,000	109,000	109,000
Funds Transfer Per Board Approval		358,700		424,590					
E911 Contribution		525,050			750,000				
Miscellaneous Income									
Interest Income		1,554		733					
Projected YE Balance		13,332,720	5,562,720	12,991,699	3,397,720	3,099,720	1,961,720	413,720	175,720
Wireless Technology Fund 110 Capital Plan 44427									
Project #	Project Name	YTD 2020	Planned 2021	YTD 2021	2022	2023	2024	2025	2026
110-001	Vehicle & Tire Replacements		235,000	202,016	54,500	56,135	57,819	59,554	61,340
110-004	Roof Replacements for Generators	0	100,000		0	0	140,000	0	0
110-005	System Equipment Replacement		100,500	17,733	42,000	42,000	42,000	22,000	22,000
110-006	Comm. Site Power System Replacements		0		0	0	0	0	0
110-007	Comm. Site Building Improvements		12,000		21,000	21,000	18,000	18,000	18,000
110-008	Comm. Site Tower Upgrades/Replacement		15,000		31,395	31,395	31,395	46,395	31,395
110-009	Comm. Site HVAC Unit Replacements		0		30,000	30,000	30,000	30,000	30,000
110-010	Generator Replacements		110,000	105,467	136,625	60,000	142,090	147,774	153,685
110-011	WT Network/Camera Upgrade/Sustainment		10,000		0	0	0	0	0
110-012	Spare Equipment for Existing Systems		20,000		0	0	0	0	0
Beginning Balance		356,113	1,778,574	1,778,574	1,176,074	860,554	620,024	158,720	(165,003)
Expenditures		57,047	602,500	325,216	315,520	240,530	461,304	323,722	316,420
Net Balance after Exp.		299,066	1,176,074	1,453,357	860,554	620,024	158,720	(165,003)	(481,422)
Previous Year Carryover			0		0	0	0	0	0
Funds Transferred in									
Funds Transfer Per Board Approval		1,479,349							
Interest Income		159		96					
Projected YE Balance		1,778,574	1,176,074	1,453,453	860,554	620,024	158,720	(165,003)	(481,422)

Snohomish County 911

Open Invoices

As of December 31, 2021

Type	Date	Num	P....	Terms	Due Date	Class	Aging	Open Balance
DIUA								
Invoice	08/01/2021	3854		Net 30	08/31/2021	70 SnoCo...	122	100.00
Invoice	11/01/2021	4109		Net 30	12/01/2021	70 SnoCo...	30	3,888.42
Total DIUA								3,988.42
Federal Bureau of Investigation								
Invoice	10/01/2021	3941			10/01/2021	70 SnoCo...	91	1,039.47
Invoice	10/01/2021	4024			10/01/2021	70 SnoCo...	91	2,042.91
Invoice	11/01/2021	4031			11/01/2021	70 SnoCo...	60	1,039.47
Invoice	12/01/2021	4116			12/01/2021	70 SnoCo...	30	1,039.47
Total Federal Bureau of Investigation								5,161.32
Snohomish - County								
Invoice	12/06/2021	4194		Net 30	01/05/2022	70 SnoCo...		36,318.65
Total Snohomish - County								36,318.65
Snohomish County PUD								
Invoice	01/01/2021	3143			01/01/2021	70 SnoCo...	364	500.00
Invoice	01/01/2021	3147			01/01/2021	70 SnoCo...	364	7,858.35
Invoice	02/01/2021	3232			02/01/2021	70 SnoCo...	333	500.00
Invoice	03/01/2021	3314		Net 30	03/31/2021	70 SnoCo...	275	500.00
Invoice	04/01/2021	3423			04/01/2021	70 SnoCo...	274	500.00
Invoice	05/01/2021	3507			05/01/2021	70 SnoCo...	244	500.00
Invoice	06/01/2021	3591			06/01/2021	70 SnoCo...	213	500.00
Invoice	07/01/2021	3675			07/01/2021	70 SnoCo...	183	500.00
Invoice	08/01/2021	3768			08/01/2021	70 SnoCo...	152	500.00
Invoice	09/01/2021	3861			09/01/2021	70 SnoCo...	121	500.00
Invoice	10/01/2021	3943			10/01/2021	70 SnoCo...	91	500.00
Invoice	11/01/2021	4033			11/01/2021	70 SnoCo...	60	500.00
Invoice	12/01/2021	4118			12/01/2021	70 SnoCo...	30	500.00
Total Snohomish County PUD								13,858.35
TOTAL								59,326.74



Action Proposal Form

Date: 2/7/2022

Title: Records Supervisor Promotion

Background / Purpose:

After due consideration we have decided to place the Police Records LERT (Law Enforcement Records Team) function within the Public Records group in the agency. Currently, the Public Records function is comprised of one Public Records Supervisor, one full-time, and two part-time Administrative Assistants who support public records as well as other administrative duties.

Public Records & Police Records are distinctly different and with the addition of two new LERT full-time positions, plus the added responsibilities and complexity associated with this work, it is a material change for managing the department.

Existing Records Supervisor: Grade 12 – \$100,400

Proposed for Records & Admin Services Mgr.: Grade 13 – \$113,450

Suggested Action/Recommendation:

Approve changing the Records Supervisor position to Records and Administrative Services Manager Grade 13 effective March 1st.

Funding:

Fund 70 Operating



Action Proposal Form

Date: 2/7/2022

Title: Compensation Consultant Engagement

Background / Purpose:

In follow-up from the Jan. PC Meeting staff have been unsuccessful identifying other suitable consultants for this work. A meeting with HR Director Jessica Neill Hoyson from the City of Edmonds, that included members of SNO911 & Committee Representative Chief Hovis. Director Hoyson had previous very positive experience working with this firm. Staff have vetted the proposal and believe Compensation Connections approach is in alignment with what the agency desires.

SNO911 does not currently have a comprehensive Compensation Policy and desires to work with this vendor to support this effort as well, to that end some additional capacity is added to this action.

The Committee has selected Councilmember Hurst & Chief Hovis to interface directly with the vendor and will provide updates to the Committee and Board as work progresses.

Funding for this effort was planned and included in the 2022 budget.

Suggested Action/Recommendation:

Authorize conducting a compensation study with the selected firm in an amount not to exceed \$20,000.

Funding:

Fund 70 Operating



Compensation Services Proposal

Prepared For:
Kurt Mills, Executive Director

Nancy Kasmar, Principal
Shannon Drohman, Principal



January 3, 2022



About Compensation Connections

Compensation Connections is a Seattle-area consulting firm advising organizations in matters related to total rewards. The firm is owned by Nancy Kasmar and Shannon Drohman, who started the business in 2014. Our team also includes eight staff members who serve as consultants or analysts. We have the capacity to conduct this scope of work.

Our team has almost 200 years of collective experience in HR and total rewards. We have assisted hundreds of organizations with the overall design of compensation and rewards programs, job analysis, job descriptions, FLSA assessment, custom pay surveys, benchmarking studies, classification systems, internal job evaluation, development, or revision of pay structures, incentive plans, performance management systems, competency creation, employee impact analysis, and implementation support.

Most of our clients are in Washington State, generally in the greater Puget Sound region, although we have clients across the U.S. We have a wide range in client size in a variety of industries, from small start-ups to well-established organizations with thousands of employees. In addition to public sector employers, our client mix includes engineering consulting, non-profit, education, construction, manufacturing, financial services, professional services, and healthcare.

Current Situation

Snohomish County 911 (SNO911) was formed in January 2018 when the Snohomish County's two 911 centers, SNOCOM and SNOPAC, merged. SNO911 serves all of Snohomish County's 801,000 residents including all 20 law enforcement agencies and 23 fire departments. SNO911 dispatches over 710,000 incidents annually. A compensation study was performed in 2018 at the time of the merger.

Given recent changes in the labor market and the broader external environment, SNO911 is interested in working with a consultant to complete a compensation study for its non-represented positions. The organization would like to understand how its non-represented employees are paid in relation to the local market. SNO911 would like to update its compensation structure to attract and retain employees and ensure the organization has a sustainable model for determining pay.

Project Deliverables

Compensation Connections would be delighted to work with Snohomish County 911 to achieve its compensation priorities. The goals for this compensation project are:

- Work with the leadership team to develop a Total Rewards philosophy that reflects the organization's culture
- Based on the Total Rewards philosophy, conduct a base pay compensation market study for 30 jobs
- Review and update the salary structure based on current market data for all included jobs
- Analyze employee placement in the applicable salary range and make recommendations for base pay changes, if needed

Methodology

We take a collaborative approach to projects, working closely with clients to ensure their needs are met. We prefer to begin projects with a kick-off meeting with the project team to discuss the deliverables, timeline, relevant compensation program documents and data, current issues that may affect the project. In this meeting we also explore how Snohomish County 911's goals and values will inform the work of the project. To facilitate our partnership for this project, we suggest scheduling regular working sessions or

meetings to review work product. All meetings and working sessions will be conducted virtually.

We will first work with the leadership team to establish a Total Rewards philosophy for the organization. This will be accomplished through one or more meetings to help the leadership team reach a consensus on Snohomish County 911's priorities related to Total Rewards. After consensus is reached, a Total Rewards philosophy will be developed documenting the organization's approach.

The foundation of any organization's Total Rewards strategy is to first assure employees' base pay is consistent with the Total Rewards philosophy and strategy. Completing a market compensation study is the first step in developing and implementing a compensation strategy. To perform the market study, we will review the existing job descriptions to benchmark pay and create salary ranges for all positions. Using the compensation strategy as a guide, we would then make recommendations for market increases (if needed) for individual employees.

As part of the implementation recommendations, an Excel workbook will be prepared for all jobs included in the compensation review. A dashboard for determining the impact of SNO911's proposed salary recommendations will be included for implementing the changes and ongoing pay administration.

Project Billing

The following chart outlines the deliverables, estimated time to complete, and pricing. This estimate is based on our hourly rate of \$240 per hour. The project would be billed in two invoices, 50% upon signature of the proposal and 50% upon completion of the work. Once the project is complete, we would be happy to continue working with SNO911 as needed. Additional work would be performed on an hourly basis, at a cost of \$240 per hour.

2022 Compensation Study		
Total Rewards Philosophy and Market Compensation Study	Hours	Cost
Total Rewards Philosophy Discussion	2	\$480
Create draft of Total Rewards Philosophy	4	\$960
Prepare and conduct kickoff meeting	2	\$480
Calls/meetings to review progress (4 meetings)	4	\$960
Market pricing - base pay (30 Jobs)	30	\$7,200
Review and revise salary structure	4	\$960
Review/revise job hierarchy	2	\$480
Conduct employee pay analysis	4	\$960
Review analysis and recommendations with client	2	\$480
Prepare/present results to Board of Directors	4	\$960
TOTAL - Total Rewards Philosophy and Market Compensation Study	58	\$13,920

We can begin this project in late January and anticipate it will take 6 weeks to complete the project.



Assumptions

The details of this proposal are based on the following assumptions:

- The project will commence with contract signature.
- Compensation Connections plans to use our existing compensation survey library for this project. The use of the Compensation Connections survey library is included in the project cost as proposed.
- While Compensation Connections expects to use its existing compensation survey library for this work, it is possible that specialty surveys may need to be purchased. Costs for additional surveys to complete the work are not included in this proposal and will be discussed with the client prior to purchase.
- Deliverable timing is based on the client's ability to provide all necessary information or people on a timely basis. Any delay in the provision of necessary materials will result in the project schedule being amended.
- Any change in the scope of this project will result in either the submittal of a new proposal or a change order.
- Project completion is defined as client acceptance of all project deliverables.



References

Iliki Connor, Vice President of Human Resources
RANDYS Worldwide
iliki.conner@randysworldwide.com
425-260-1884

Molly Webb, Human Resources Manager
Bristol Bay Shared Services, LLC
molly.webb@bbsslhc.com
907-793-9246

Mary Merten, Human Resources Director
Theo Chocolate
mmerten@theochocolate.com
206-632-5100

Jo Hilyer, Vice President and Chief Financial Officer
Washington Surveying and Rating Bureau (WSRB)
Jo.Hilyer@wsrb.com
206-273-7175



Principal Biographies

Nancy Kasmar, MS, SPHR, CCP, SHRM-SCP

Nancy Kasmar is a Principal of Compensation Connections, with over 25 years of management experience in addition to nearly fourteen years in human resources. She received her Master of Science degree from the University of California, San Francisco, and a Certificate in Management from the University of California, San Diego. Nancy holds a Senior Professional in Human Resources (SPHR) designation with an additional certification as a Certified Compensation Professional (CCP). She is also certified as a SHRM-SCP.

Since 2008, Nancy has worked with hundreds of companies throughout North America as a compensation consultant. She was the 2018 President of Washington State SHRM, the SHRM affiliate for Washington State HR professionals. She has also served as the 2015, 2016, 2020 and 2021 Certification Director for Washington State SHRM. In addition to her professional and volunteer responsibilities, Nancy delivers presentations on HR topics, including compensation and benefits, throughout Washington State.

Shannon Drohman, MS/HR, CCP, SHRM-SCP, CMHR

Shannon Drohman is a Principal of Compensation Connections and has worked in human resources for over twenty years. With an emphasis on total rewards, she has developed compensation strategies and designed comprehensive total reward programs as an internal partner and external consultant. Her clients have ranged in size from small start-ups to over 10,000 employees, in a variety of sectors including financial services, manufacturing, technology, health care, forest products, biomedical/research, professional services, education, media, non-profit, and government.

Shannon is a past instructor for the University of Washington's Human Resources Certificate program, teaching compensation principles to HR professionals. She was Board Member and President of the Lake Washington Human Resource Association. Shannon's credentials include an MS/HR, CMHR and SHRM-SCP certifications, and a Certified Compensation Professional designation.

Summary

We would be delighted to partner with you in this work. Please let us know if you have any questions about the proposal or if we can provide any additional assistance.

If the project scope and terms of this proposal are acceptable to Snohomish County 911, please sign, date, complete the accounts payable information below, and return a copy via email.

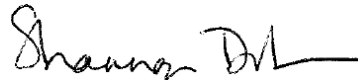
Best Regards,



Nancy Kasmar, MS, CCP, SPHR, SHRM-SCP
Principal, Compensation Connections LLC
nancyk@compensationconnections.com

P: 206-946-8056

C: 425-591-4539



Shannon Drohman, MS, CCP, SPHR, SHRM-SCP
Principal, Compensation Connections LLC
shannon@compensationconnections.com

P: 206-946-8056

Acknowledged and Agreed:

Authorized
Representative: _____

Date: _____

Signature: _____

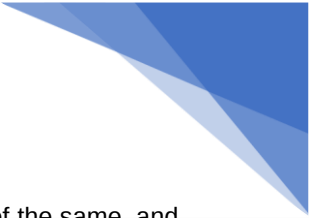
A/P Contact: _____

Organization: Snohomish County 911

A/P Contact
Email: _____

STANDARD TERMS AND CONDITIONS

1. **Services.** Compensation Connections LLC will provide the professional services and deliverables described in the attached Proposal.
2. **Organization Personnel.** Compensation Connections LLC will be responsible for the performance of its personnel, including its employees, agents, and subcontractors (collectively, "Personnel") under this Agreement.
3. **Dues, Fees, Expenses and Invoices and Taxes**
 - 3.1. **Dues and Fees.** Client is subject to, and agrees to abide by, the Compensation Connections LLC Rates in effect as of the effective day of this Agreement, and will be subject to, and notified of, any modifications to Rates. Client will compensate Compensation Connections LLC for services rendered in the above Statement of Work.
 - 3.2. **Expenses.** Client will reimburse Compensation Connections LLC for preapproved expenses that Compensation Connections LLC reasonably incurs in connection with the Services defined in Section 1.
 - 3.3. **Invoices.** Fees and Expenses. Unless otherwise set forth in an applicable Statement of Work (SOW), Client will pay Compensation Connections LLC all undisputed amounts within 30 days after receipt of Compensation Connections LLC invoice. Client is responsible for all applicable taxes, duties, or other charges, including sales or use taxes, imposed by any federal, state, or local governmental entity on Services and Deliverables provided by Compensation Connections LLC under this Agreement. If Compensation Connections LLC is obligated by applicable law or regulation to collect and remit any taxes relating to the Services, then Compensation Connections LLC will add the appropriate amount to Client's invoices as a separate line item.
4. **Term**
 - 4.1. **Term.** The term of this Agreement will begin on the Effective Date and will continue for the duration of work for Client by Compensation Connections LLC.
 - 4.2. **Termination.** Client may terminate this Agreement in whole or in part, on thirty (30) days' prior written notice. If Client terminates the Agreement pursuant to this Section, Client will be responsible for any portion of the compensation owed to Compensation Connections LLC for any Services, or Expenses provided through the termination date.
5. **Ownership and Copyright of Materials**
 - 5.1. **Written Materials.** Written materials as used within this Agreement shall mean all written materials created by or for Client and delivered or communicated to Client by or on behalf of Compensation Connections LLC, including but not limited to all drafts and final revisions, electronic copies, derivative works, and all correspondence and written communication incident thereto.
 - 5.2. **Electronic Materials.** Electronic materials as used within this Agreement and pursuant to any Statement of Work (SOW) shall mean all electronic materials created by or for Client and delivered or communicated to Client by or on behalf of Compensation Connections LLC, including but not limited to all drafts and final revisions, electronic copies, video components, audio components, DVD or CD versions, derivative works, and all correspondence and written communication incidental thereto.
 - 5.3. **Copyrights.** Compensation Connections LLC retains ownership of all copyrights in the written and electronic materials designed for or delivered to Client and any copies thereof. All right, title and interest in and to any and all inventions (and all proprietary rights with respect thereto), trade secrets, confidential and proprietary information, software programs, discoveries, conceptions, preparations and developments, whether or not eligible for or covered by patent, copyright or trade secret protection, and whether or not any of the foregoing constitute works for hire or would otherwise belong to the Client by operation of law, developed for the Client as part of the Services, and arising out of and related to the Services (collectively, the "Work Product"), shall belong exclusively to the Client. Contractor shall, and hereby does, assign to Client all its right, title, and interest in such Work Product. Upon request of the Client and at the Client's expense, Contractor shall take such further actions, including execution and delivery of instruments of conveyance necessary to obtain legal protection in the United States and foreign countries for such Work Product and for the purpose of vesting title thereto in the Client, or its nominee, as may be appropriate to give full and proper effect to such assignment and to vest in the Client complete title and ownership to such Work Product.

- 
- 5.4. **Trade Secrets.** The written and electronic materials, any information relating to the use of the same, and any methodologies embodied therein are confidential trade secrets and remain the exclusive property of Compensation Connections LLC
- 5.5. **Videotaping, Audio Taping, Photographing of Personnel.** The videotaping, audio taping or photographing of Compensation Connections LLC Personnel by any means is strictly prohibited unless prior written or e-mail authorization is granted by Compensation Connections LLC.
- 6. Mutual Non-Disclosure**
- 6.1. The undersigned acknowledges that the Client has furnished to Compensation Connections certain proprietary data ("Confidential Information") relating to the business affairs and operations of the Client for use by Compensation Connections as part its work on behalf of the Client.
- 6.2. It is acknowledged by Compensation Connections that the information provided by the Client is confidential; therefore, Compensation Connections agrees not to disclose it and not to disclose that any discussions or contracts with the Client have occurred or are intended, other than as provided for in the following paragraph.
- 6.3. It is acknowledged by the Parties that the information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by the disclosing party, except as provided in this agreement, may cause serious harm or damage to the other party, and its owners and officers. Therefore, Compensation Connections agrees that Compensation Connections will not use the information furnished for any purpose other than as stated above, and agrees that neither party will either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of the disclosing party and to the disclosing party's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the disclosing party of the confidential nature of such information and shall be directed by the disclosing party to treat such information confidentially), and (b) any disclosure of information may be made to which the other party consents in writing.
- 7. Independent Contractor Relationship.** Compensation Connections LLC is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its agents or subcontractor's duties hereunder. IN NO EVENT SHALL COMPENSATION CONNECTIONS LLC AND/OR ITS SUBSIDIARY OR SUBSIDIARIES, BE OBLIGATED OR HELD LIABLE TO CLIENT ORGANIZATION OR ITS PARTICIPANTS FOR ANY DAMAGES DUE TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE, PRODUCT OR PROGRAM, AND FOR ANY OTHER REASON RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DELAYS, SUITS BY THIRD PARTIES, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- 8. Indemnification.** Client hereby agrees to defend, indemnify and hold harmless Compensation Connections LLC, its subsidiary or subsidiaries, executives, board of directors, associate consultants, and employees, from any and all claims, debts or liabilities of any kind relating to or arising from the Agreement (including attorneys' fees and costs related to such claims, debts or liabilities and to enforcing this indemnity), which shall include actions resulting from or in connection with the termination or injury of any employee of Client, any employee of Compensation Connections LLC or a breach of the Client's obligations under this Agreement.
- 9. Governing Law.** This Agreement is governed by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts. The prevailing party in any action hereunder will be entitled to its' reasonable attorney's fees and costs.
- 10. Entire Agreement/Amendments.** This Agreement, including all exhibits that are incorporated herein by reference, contains the entire agreement of the parties regarding the subject matter described herein. The provisions of this Agreement may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this Agreement and stating their intention to amend this Agreement.
- 11. Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Agreement.

- 
- 12. Successor and Assigns.** Compensation Connections LLC may assign, directly or indirectly, all or part of its rights or obligations under this Agreement. This agreement benefits and binds the parties and their successors and assigns.
 - 13. Waiver.** The failure of Compensation Connections LLC or Client to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof.



Total Rewards Philosophy Leadership Questionnaire

A total rewards philosophy guides the employee rewards programs for an organization. It influences program decisions and ensures leaders share a common understanding. These questions are intended to facilitate a discussion of this organization's total rewards philosophy.

Guiding Principles

What are the core values of our organization?

What makes our organization unique compared to other employers?

What is our goal for the nature of the relationship between the organization and its employees? What role does compensation play in that relationship?

Market

Who are our *talent* competitors? Where do we find our talent? When our employees leave, where do they go?

Do we usually hire locally or regionally? Do we recruit nationally?

Are we having any difficulty hiring or retaining employees? For which positions?

Compared to the market, how competitive do you think we are **currently**? You may want to refer to the "Total Rewards Inventory" provided with this questionnaire for examples for each element.

Reward Element	Out In Front	Middle of the Pack	Behind
Base Pay			
Bonus or Incentive Pay			
Health Benefits			
Retirement Benefits			
Workplace Flexibility			
Paid Time Off			
Employee Wellness			
Recognition			
Performance Management			
Training and Development			



How competitive do we **want** to be compared to the market?

Reward Element	Out In Front	Middle of the Pack	Behind
Base Pay			
Bonus or Incentive Pay			
Health Benefits			
Retirement Benefits			
Workplace Flexibility			
Paid Time Off			
Employee Wellness			
Recognition			
Performance Management			
Training and Development			

How much weight should our internal culture and values carry compared to what the external market offers as Total Rewards?

Individual and Team Performance Awards

How much should individual, team, and organizational performance affect rewards decisions?

What factors should be considered when allocating individualized rewards, like a pay increase or bonus?

What factors should be considered when allocating team or organization-wide rewards?

Variable Pay

How much of an employee's compensation **currently** comes from bonus or incentive pay?

Employee Type	10% or less	10% to 15%	15% to 20%	20% to 30%	30% or more
Executive Leadership					
Managers					
Supervisors					
Senior Employees					
Mid-Career Employees					
Early Career Employees					

How much of an employee's compensation **do we want** to come from bonus or incentive pay?

Employee Type	10% or less	10% to 15%	15% to 20%	20% to 30%	30% or more
Executive Leadership					
Managers					
Supervisors					
Senior Employees					
Mid-Career Employees					
Early Career Employees					



Recognition Awards

Do we acknowledge when employees go above-and-beyond? If so, how?

As part of an employee's total compensation, what role should non-monetary rewards play?

Value Proposition

What makes our organization special compared to the competition?

Why do employees decide to join our organization?

Why do employees choose to stay with our organization?

Transparency

How much should we share with employees about the compensation program and our pay decisions?

How much should we share with managers/supervisors?

Is the level of our total rewards transparency compatible with the overall level of transparency in the organization?

General

What are employees saying about the organization's reward programs?

What are you hearing from managers and supervisors?

What do you think is working well with the programs?

What do you think could be improved?

What other feedback would you like to share?

Is there anything happening at other organizations related to Compensation practice that we'd like our organization to explore?

Have we looked at the current compensation program through a racial equity lens? If so, what did we see?

CHAPTER V

COMPENSATION

5.1 PURPOSE

The City is committed to maintaining a compensation program that ensures fairness, pay equity, and external competitiveness for the purposes of attracting and retaining talented, engaged, and diverse employees. The purpose of this policy is to provide guidance regarding City compensation goals, subject to collective bargaining and fiscal constraints. All compensation decisions will be made without regard to race, gender, sexual orientation, or any other protected class

5.2 COMPENSATION PHILOSOPHY

The City's compensation program should be designed to attract and retain dedicated, hardworking, diverse, and talented employees who effectively support the mission of the City. Therefore, the City's compensation philosophy shall be competitive in the relative market considering all appropriate factors. Those factors include, but are not limited to, compensation provided by comparable cities, pay equity and internal equity, and fiscal resources available to the City. The total compensation program is made up of both pay and benefits.

The guiding principles set forth in this policy are expressed as general goals, with a full understanding that wages and benefits are mandatory subjects of bargaining for represented employees. This policy applies to non-represented City employees. It may also serve as a guideline for the City Council in its decision making with regard to labor negotiations. Compensation adjustment for non-represented employees are subject to City Council approval; compensation adjustments for represented employees are subject to collective bargaining, and ratification by the union(s) and City Council.

5.3 DEFINITIONS

- A. Benchmark – A job or classification that is commonly found and defined, used to make pay comparisons, either within the organization or to comparable jobs outside the organization.
- B. Compensation – Salary or hourly wages and City-paid benefits such as contributions toward health coverage and other group insurance benefits, retirement, paid time off, continuing education allowances, and any other fringe benefit received by employees.
- C. Compensation Philosophy – A set of guiding principles that are based on values that drive compensation decision making.
- D. Pay Equity – The practice of compensating employees in a consistent and fair way for the same or essentially similar work, regardless of race, gender, disability, sex, sexual orientation or other status.

- E. Cost of Living Adjustment (COLA) – A periodic adjustment in wages or salaries to compensate for loss in purchasing power of money due to inflation.
- F. General Wage Increase – A wage or salary increase where either a flat rate or a common percentage of salary is used.
- G. Internal Equity – The pay relationships among jobs internal to the organization.
- H. Labor Market – the market in which workers compete for jobs and employers compete for workers.
- I. Market Adjustment – An adjustment to bring the salary range for a job classification to approximate market values, or to bring City benefits to approximate market values.
- J. Salary Schedule – The levels or hierarchy of job classifications and pay ranges. Salary schedules are generally constructed with consistent percentage changes between each salary range and between the steps assigned to each salary range. Edmonds has established as a standard a 5% increase between ranges and between steps within each range.
- K. Salary Range – A series of consecutive salary steps in the range comprising the pay rates for a job classification.
- L. Salary Compression – A condition in which jobs requiring significantly different levels of responsibility or professional expertise have a pay differential that is too small to be considered equitable.

5.4 COMPENSATION GOALS

The City's compensation philosophy is to be competitive in the relevant labor market considering all appropriate factors. To carry out that philosophy, the City's compensation goals are:

- A. To attract and retain, dedicated, hardworking, diverse, talented employees who are well qualified to perform their duties in an ever evolving municipal government environment;
- B. To pay employees fairly and to ensure pay equity and internal equity;
- C. To be externally competitive by providing compensation commensurate with the labor market;
- D. To be fiscally responsible and legally defensible.

5.5 MARKET DEFINITION

The comparable labor market will be defined as Cities in Washington State based on population, assessed valuation, and assessed valuation per capita with a bandwidth of 50% up and 50% down. When establishing comparable cities, those located in Snohomish, King, Pierce, and Thurston County will be given first priority. Cities outside these counties may be considered if a statistically reasonable group of comparators is not established. Other local government agencies and private employers may be taken into consideration when they are determined to be a relevant factor in the labor market.

Because of the diversity and complexity of some positions at the City, the market for dept head or management positions, or highly-specialized positions, may be a mix of public sector and private sector employers. The relevant labor market will be defined in a manner that reflects the primary industries or organizations where labor talent is found, recruited from, or lost to.

5.6 MARKET COMPETITIVENESS

To maintain pay and benefits that are competitive within the compensation of employers offering similar employment and competing in the same labor market, the City sets compensation in relation to the comparable labor market. However, the City recognized that there are conditions where exceptions and flexibility may be necessary in situations which include but are not limited to:

- Recruiting the desired level of talent in certain jobs is a sustained problem and results in negative impacts to the City and the citizens we serve;
- Retention problems including succession and turnover;
- City priorities;
- Internal anomalies in alignment, disparities, or inconsistencies;
- Significant changes in the economy or marketplace;
- Limitations on available financial resources.

5.7 SALARY CLASSIFICATION AND GRADES

Each regular position within the City is classified into a classification title for salary purposes. Each classification title is designated a particular pay grade as shown on the City's salary schedule, which is approved in labor agreements or annually by the City Council. All City employees are assigned to a classification title and provided a job description. This job description shall be reviewed annually with the employee and the supervisor during the employee's performance evaluation, and any changes to the classification shall be referred to the Human Resources Office for review. Any change in a job classification, which would subsequently require a change in salary grade assignment, must have prior approval by the Mayor and City Council, and the appropriate Union as needed prior to the implementation of any classification changes.

5.8 PAY RATES

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the first step on the salary range for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum. Any placement above a step 3 at hire is subject to the Mayor's approval. Requests for placement above a step 3 should first be submitted to Human Resources for review who will then forward to the Mayor for approval. All pay rates for new employees will be reviewed for pay equity to ensure that the City continues to compensate employees consistently and fairly.

5.9 SALARY RANGE PROGRESSION

New employees are advanced to the next salary step increment after satisfactorily completing the first six months of probation. After this, employees advance to the next step in the salary range on the January following their anniversary date and each succeeding January after a concurrent satisfactory overall performance evaluation has been completed by their supervisor, until reaching the maximum step. An employee is considered not to have achieved a satisfactory overall performance rating if two or more performance category areas in the evaluation receive less than a "meets standards" rating. An employee who fails to achieve at least a satisfactory overall performance rating on their annual performance evaluation shall not be eligible for a step increase until their next performance evaluation rating period.

Employees who do not achieve a satisfactory overall performance rating will be immediately placed on a performance improvement plan (PIP). The PIP will provide clear expectations to the employee for the work performance items that must improve in order for the employee to achieve a satisfactory overall performance rating by the next evaluation period (usually 3 and/or 6 months) as determined under the PIP. A PIP also serves as a work plan for the employee that will likely include individualized, supervisor-provided feedback and counseling on improving work performance, as well as outlining any necessary areas of training or retraining in order for the employee to succeed on the PIP.

5.10 NON-REPRESENTED EMPLOYEES' ANNUAL SALARY ADJUSTMENTS

The Mayor will recommend the adjustment of salary schedule for non-represented employees to the City Council for approval as part of the budget process.

In addition, the City will attempt to mitigate compression issues as they arise. The Mayor will make appropriate and timely recommendations to City Council to maintain internal equity and prevent compression issues.

5.11 NON-REPRESENTED EMPLOYEES MARKET ANALYSIS

The Human Resources Department will conduct compensation surveys for non-represented positions no later than September 1, every three years.

Salary ranges for positions will be determined by using the prevailing rates in the identified comparator cities. The City will be competitive within the defined market, but normally will not assume the position of a lead pay policy compared to the market; therefore, the median or 50th percentile of the mid-range of salary data collected will be used to determine competitiveness. Deviations from this may be considered by Council where such deviations are consistent with the established compensation philosophy.

Every three years, based upon the survey data, the Mayor will recommend salary range market adjustments for non-represented positions to City Council. The Mayor will consider the following goals in developing the recommendation:

1. Maintain the mid-point of each salary range between 5% high/low of the mid-point of the comparator city median.
 - a. Positions requiring adjustment will be assigned to the new salary range within the salary schedule that places the position closest to the comparator cities' median.
2. Ensure that positions which are essentially similar are internally equitable
3. Address any issues of compression between non-represented supervisory positions and their direct reports.
4. Any employee whose actual salary falls below the newly adopted pay range minimum, shall be adjusted up to the new minimum upon adoption of the new pay ranges.
5. Any employee whose actual salary exceeds the top of the approved salary range, will have their salary frozen until such time as the salary range for that position catches up to the compensation of the employee.

5.12 PROMOTION

An employee promoted to a position in a higher classification and salary range shall receive a promotional pay increase to either 1) the entry step or salary of the new salary range, 2) the next highest available pay step in the new range which provides at least a 5% increase in pay, or 3) to start at the bottom of the pay grade of the higher classification, whichever is greater. Changes in salary due to a Reclassification of a position will be treated the same as a Promotion. Promotions change an employee's pay anniversary date and subsequent merit pay reviews. Promotions for positions covered by a collective bargaining agreement will be handled per the provisions of that agreement.

An employee transferring from one position to another which are in the same pay range will not be considered a promotion.

5.13 PAYDAYS

City employees are paid semi-monthly on the 5th and the 20th of each month. If a regularly scheduled payday falls on the weekend or a holiday, the paychecks will be distributed on the last preceding regularly scheduled working day. Automatic deposit is available upon request. Pay increases, other than those occurring upon the 1st or the 16th of the month, become effective at the beginning of the next pay period.

5.14 ERRORS IN PAY

Every effort is made to avoid errors in paychecks. However, any employee who believes that an error has been made should contact the Finance Department immediately. The Finance Department will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly. An employee reporting an error will be notified in writing within 15 business days of the outcome. An employee who believes further discrepancies exist should submit a written complaint to Human Resources immediately. If an employee has been overpaid in error, the City will ask that the amount be repaid by payroll deductions or by agreement, consistent with applicable laws.

5.15 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law; all other deductions must be approved by the City and specifically authorized in writing by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions approved by the City and authorized by the employee, by applicable union contract, or by statute or regulation.

5.16 ACTING PAY

When an employee is temporarily assigned to work in a position with a higher pay rate in order to fill a vacancy or act on behalf of an absent employee, the employee shall be paid Acting Pay in the amount of either the minimum of the salary rate of the acting position or a 5% increase in base pay, whichever is greater. To qualify, the employee must be assigned to the acting position for a period of ten (10) or more consecutive workdays. Acting Pay is limited to a six month period as noted in the City Ordinance. Any extenuating circumstances requiring Acting pay for a period beyond six months are subject to the Mayor and City Council's approval, or subject to applicable Civil Service Rules.

5.17 SPECIAL DUTY PAY

The Mayor is authorized to pay any manager or director level employee special duty pay in addition to that person's regular compensation when the Mayor has temporarily assigned special duties to that person. No employee may receive special duty pay for longer than one year without city council approval. "Special duties" are defined as those duties not included as essential functions in the employee's official job classification and not otherwise associated with the employee's position.

Special duty pay shall consist of up to ten percent of the employee's salary at the time the special duties are assigned. The Mayor is authorized to grant to each such employee up to five percent (5%) for special duty pay at the Mayor's discretion, and shall be based upon the scope of the additional responsibilities identified by the Mayor. If the Mayor determines that special duty pay above five percent (5%) is warranted for a particular employee, the Mayor will be authorized to grant up to ten percent (10%) for special duty pay upon prior approval by the City Council.

5.18 COMPENSATION UPON TERMINATION

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday including: 1) regular wages for all hours worked up to the time of termination which have not already been paid; 2) any overtime or holiday pay due; 3) A lump sum payment of any accrued but unused vacation and compensatory time and; 4) any employee-paid health insurance premiums paid in advance for health insurance coverage. Accrued sick leave will be paid in accordance with City Ordinance and Personnel Policies for Non-Represented employees, or the applicable collective bargaining agreement for Union Employees.

5.19 RECLASSIFICATION

It is the supervisor's responsibility to maintain the employee's primary job assignments within the scope of the existing job classification, until a revised job classification is approved. Requests for revised job classifications can be made by the Department Director to the Human Resources department. In the event that an employee is eligible for a reclassification as determined by his/her supervisor, a reclassification form and a revised job description, along with the recommended pay grade should be submitted to Human Resources for review. All revised job descriptions and reclassification requests are subject to the Mayor's approval, before submittal to the City Council for their approval and/or the respective Union as required.



Action Proposal Form

Date: 2/8/2022

Title: Exemplary Service Recognition Program

Background / Purpose:

SNO911 has an existing Recognition Policy that sets parameters for how to build specific recognition programs. Parameters include making sure things like eligibility and procedure for determining recipients is documented before the start of the program. Recognition programs that meet the Recognition Policy can be approved by the Executive Director. This particular program is different than any other recognition program because the reward for exemplary service is additional Paid Time Off (PTO).

Employee recognition is a key hallmark of an agency and culture that values its employees. SNO911 already has several, more specific recognition programs including: employee of the month, MPDS call of the month, and monthly sprint programs that support the ongoing MPDS accreditation efforts. This program allows a very special recognition for those events that are truly above and beyond what is normally expected. These events are infrequent and rare, don't necessarily fall under any other program, but are truly worthy of special recognition.

The program has adequate limitations and controls to ensure it is fairly distributed and the special events are aligned with the intent of the program including: maximum of 8 hours per event per employee, for team recognitions a maximum number of four employees and an overall limit of one recognition even per quarter.

Suggested Action/Recommendation:

Approve the Exemplary Service Recognition Program.

Fund: Operating Fund 70

Title/Number	Special Recognition for Exemplary Service A – 10X		
Approved:		Author:	T. Peterson
Issued:		Revised:	
CALEA STD:			

- I. **Purpose:** To provide a recognition program that allows management staff to recognize employees across the organization for extraordinary service.
- II. **Background:** SNO911 employees routinely perform their duties consistent with SNO911 core values however from time-to-time employees conduct themselves in a way that goes well above and beyond what is normally expected. These moments, behaviors and actions are worthy of special recognition because they bring additional value to the Agency, our member agencies, or the members of our community. The Exemplary Service Award is reserved for truly exceptional achievements that are clearly exceptional service.

Example of behaviors and actions that qualify under this program include: significantly influenced the trajectory of a call for service that helped save the life of a first responder or member of the community, specific action(s) that resulted in a 10% or more savings of a single budget line item or expected project expenditure, specific action(s) that resulted in 25% or more reduction on an overall project implementation schedule, created an efficiency that saved any amount of critical time (when time is of the essence) during 911 call processing, other similar action that generated similar exceptional value to the agency.

This program is consistent with the Employee Recognition Policy and is intended to allow a Department Director or above to provide recognition that matches the exemplary behavior and actions of the individual or team of not more than four employee(s).

Exemplary Service recognition may be granted to an employee who has achieved outstanding performance in all aspects of their work including actions or conduct that is clearly above and beyond.

III. **Procedure:**

- A. A Supervisor will submit to the Department Director a recommendation/request for special recognition. The submission shall minimally contain:
 - a. Date/Time the event(s) took place
 - b. Employee(s) who substantially participated in the exemplary behaviors and/or actions
 - c. List each behavior/action and provide detail that explains how this behavior is “significantly above and beyond” what is expected
- B. Department Director will review the submission and, if warranted, submit a recommendation to the Executive Director along with a recommendation on the specific award consistent with this program. Alternatively, the Department Director may consider another form of recognition (such as a Letter of Commendation), without the inclusion of a recognition item.
- C. The Executive Director will review the submissions and, if warranted, authorize the recognition and specific award.
- D. The recommendation and selection of an award should be commensurate with the behavior and actions demonstrated by the employee(s).

- IV. **Award:** The award for this program shall include a Letter of Exemplary Service and a recognition item. The recognition shall be up to 8 hours of PTO credited to the employee(s) bank. Exemplary Service Awards

are limited one program award per quarter. The SNO911 Personnel Committee shall receive a copy of the Commendation for PTO awards provided under this program.

- A. A copy of the Letter of Exemplary Service shall be made before presented to the employee. A copy shall be placed in the employee's working file and sent to HR to be included in their personnel file. A log of the recognition item shall be sent to HR.

References: PAM Policy #5.16

DRAFT



Action Proposal Form

Date: 2/7/2022

Title: RRP Mobile installation supplies

Background / Purpose:

The Radio Replacement Project (RRP) is installing new mobile radios into opt-in agency owned vehicles, including the integration of new radios with existing vehicle systems. These systems include power distribution units, battery disconnects, warning systems and intercom systems etc.

During installation, unforeseen and under counted interfaces have been encountered. Additional equipment is needed to maintain functionality of agency vehicle systems when connected to new radios.

- Purchase and installation of the interface cable between mobile radios and intercom systems (Approximately \$105k).
 - Survey results from early in the project did not accurately capture the quantities of vehicles with intercom systems as some agencies have setups that require double the interface cables.
- Purchase and installation of power supply and control components.
 - Agencies have vehicles with radios that are driven on a very infrequent basis. Vehicles that have weak electrical systems require power distribution medications with relays, disconnects and revised wiring (Approximately \$10k).
- Purchase and installation of supplies to interconnect warning systems
 - Agencies have integrated the radio into siren warning systems in a method that is not compatible with a standard installation. Additional supplies are needed to integrate the radios (Approximately \$10k).

Time is of the essence to procure these additional supplies because of the lead time for shipping and the fact that MIT is currently performing opt-in installations. Since this is a change request and while there is not an already approved budget line item, this change could be upwards of \$140k, plus taxes, when you include all the opt-in mobiles radios the project is supplying. The project team does not have insight into any additional needs for opt-out agencies and are currently working under the assumption those costs will be funded by the opt-out agencies.

This change request has been reviewed and is supported by the PPC, and will be recommended to Police TAC, and Fire TAC for their support.

Suggested Action/Recommendation:

Authorize procurement of additional antenna needs described in this APF with a total not to exceed \$150K, for all installation supplies for opt-in agencies.

Fund: Radio Replacement Project Contingency



Action Proposal Form

Date: 2/7/2022

Title: RRP US Primary Frequency Redesign

Background / Purpose:

The original RFP and system design had the prerequisite of using the existing Canadian primary frequencies. Use of these frequencies required a system design that limits the amount of allowable radio energy across the border. Given our proximity to Canada, the system energy and resulting coverage has been optimized using specialized directional antennas, down-tilt and decreased power output. This optimization process has been licensed by the FCC.

The resulting coverage, however, has been negatively impacted and there is an extraordinary opportunity to build a system that will better meet first responder operational needs in the County. At SNO911's request, ADCOMM completed a search for US primary frequencies and have found US frequencies that have become available and are sufficient to replace all Canadian primary frequencies at Gold Hill and the South Simulcast radio sites. Initial assessments by SNO911 and ADCOMM indicate using these US Primary frequencies will provide improved coverage and ultimately a better user experience and more consistent coverage throughout the County.

SNO911 submitted an official request to Motorola in December to provide cost and schedule impacts to redesign the system with the newly identified frequencies. Motorola has completed an initial review including a quick pass set of coverage maps. These maps support the initial assessment that the redesign will produce improved coverage and a better user experience.

Estimated, ballpark costs to proceed with the redesign effort:

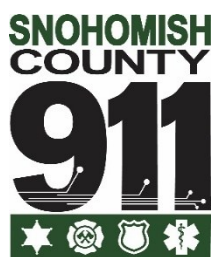
- \$60k for Motorola PM, engineering, documentation, and administrative services
 - This fee will be defrayed if these services are done at the same time the Mill Creek and Machias site removals are completed (Change order 7)
- \$50k for Motorola coverage re-design
- \$61k for ADCOMM to support re-licensing of third-party frequencies
- TBD for Motorola for equipment/antenna changes
- \$30-50k for civil and permit redesign efforts
- TBD Potential costs to cover project management and oversight of physical work

This redesign effort will add time to the project, the impact of which is under evaluation. However, the project team believes it is well worth the extra time and cost associated with improving coverage. Time is of the essence to limit the overall impact on the schedule. As such, staff are requesting approval to move forward with funding the effort and continuing to work through the PPC and TACs to review the resulting coverage impacts.

Suggested Action/Recommendation:

Authorize staff to move forward with the US primary frequency redesign work described in this APF, including approving associated change orders and other contracted work with a not to exceed total of \$250,000.

Fund: Radio Replacement Project Contingency



MEMORANDUM

To: Motorola Solutions Incorporated, Attention Charles Hasenbeck

From: Howard Tucker, SNO911 Wireless System Supervisor

Date: December 13, 2021

Request to Redesign Snohomish County 911 Radio System Utilizing U.S. Primary Channels

Snohomish County 911 (SNO911) and Motorola have been working as partners since 2018 to design and implement a radio system that meets a specific Service Area Reliability as defined in the contract. A design that meets the technical requirements outlined in the contract and subsequent change orders has been achieved. This design also has been licensed by the FCC. The resulting coverage, however, has been negatively impacted and there is an opportunity to build a system that will better meet first responder operational needs in Snohomish County.

The design constraints inherent to the frequencies provided by the legacy SNO911 system required facing antennas away from user's primary areas of operation and reducing power levels below optimal settings. The frequencies and the constraints presented for use in the design of the new radio system are the result of factors outside of Motorola's control. Additionally, SNO911 believes that improper constraints maybe have been provided to Motorola by The Spectrum Firm when designing the North Simulcast Cell.

SNO911 asked ADCOMM to assist with the search for potential U.S Primary frequencies. A copy of this memorandum is included in this request. Both SNO911 and ADCOMM believe that a radio system utilizing U.S. Primary frequencies will provide better and more consistent coverage throughout Snohomish County. SNO911 has been working with its regional partners to develop a plan to acquire U.S. primary frequencies and would like to present these frequencies to Motorola for a new system design.

Coverage Testing and Contracted Coverage Requirements

SNO911 does not desire to change the contracted Coverage Acceptance Test Plan. SNO911 wishes to proceed with the most current technical criteria included in all change orders to date. Radio types, portable and mobile antennas, radio configurations, and service areas are not intended to be modified by this request. SNO911 understands that the service area reliability might change. SNO911 believes that Motorola will perform best effort engineering to improve the coverage experienced by first responders in Snohomish County.

Evaluation of Coverage Redesign

SNO911 believes that the new radio system would perform better on street and in building with U.S. Primary frequencies. SNO911 understands that it is difficult to demonstrate a performance change with coverage maps based upon the new radio configurations and no additional margin for in-building coverage or weak signal areas. SNO911 would like to propose a design process of evaluating the latest FCC approved “Design 499” vs a system design utilizing U.S. Primary frequencies and proper PFD constraints applied to the North Simulcast Cell. SNO911 would request the following new maps (with matching SAR values attached):

- 1) “Design 499” Portable with an additional 12dB of loss
- 2) “U.S. Primary” Portable
- 3) “U.S. Primary” Mobile
- 4) “U.S. Primary” Portable with an additional 12dB of loss

Moving Forward with a U.S. Primary System

- SNO911 presents probable new frequency plan
- SNO911 is responsible for securing new frequencies
- SNO911 clarifies North Simulcast constraint criteria
- Motorola reevaluates the transmit antenna type and configuration to enhance signal levels in areas where responders need
- SNO911 to lead, with technical support from Motorola, the FCC-licensing viability process to ensure compliance with PFD analysis, regional approvals, and any letters of concurrence required
- SNO911 in conjunction with its Engineering Contractor (ADCOMM) Licenses U.S. Primary System
- SNO911 is responsible for all licensing, coordination, and permitting change costs
- Motorola reconfigures and reprograms infrastructure to match new frequency plan
- SNO911 is responsible for reprogramming all mobiles and portables to new frequency plan
- Motorola/SNO911 identify changes needed for radio codeplugs
- Motorola engineering and Motorola coverage design team provide expertise and experience to maximize the effectiveness of radio system utilizing U.S. primary frequencies

ADCOMM Engineering LLC

Bridging the Gap Between Operations and Technology®

MEMORANDUM

DATE: November 17, 2021
TO: Howard Tucker, Snohomish County 9-1-1
FROM: Mike Norin, Technical Specialist, ADCOMM Engineering LLC
SUBJECT: Alternative 800 MHz P25 trunked frequency plan to mitigate issues with Canada-primary frequencies

Executive Summary

Based on review of the Motorola Solutions, Inc. (MSI) current licensed P25 coverage design and a survey of available US-primary frequencies, ADCOMM Engineering concludes that Snohomish County 9-1-1 ("SNO911") should request MSI redesign the RF portion of the P25 trunked radio system with sole use of US-primary frequencies for the South Simulcast and Gold Hill ASR subsystems. ADCOMM strongly believes that coverage and the user experience will be improved if US-primary frequencies are employed for these subsystems.

Background

Snohomish County 9-1-1 is replacing its existing 800 MHz analog trunked radio system with a new 800 MHz Project 25 (P25) digital trunked radio system. Motorola Solutions, Inc. was contracted to design the new system.

FCC licenses for the new system were applied for by MSI and were recently granted by the FCC. All frequencies are re-used from SNO911's current analog system.

Canada-Primary Frequency Issues

Some of the newly-granted licenses include frequencies which have restricted use in the US, as they are designated Canada-primary. This restriction means that the Motorola design of SNO911's new P25 system negatively impacts system coverage and ultimately, the end-user experience.

While the current analog system has effectively used Canada-primary frequencies, the treaty between the US and Canada was modified in 2011, making the use of Canada-primary frequencies in the US far more restrictive for the new system. (The current analog system pre-dated the 2011 treaty changes.)

Further complicating matters, over roughly the past two years the FCC has more rigorously verified 800 MHz license applications to comply with the treaty. The FCC tools used to verify

treaty compliance were not the same tools MSI used when designing the system. Consequently, MSI has made numerous system design changes to sites using Canada-primary frequencies to comply with the treaty.

P25 Coverage Concerns

At SNO911's request, ADCOMM Engineering has been advising on potential issues arising from using Canada-primary frequencies for the new radio system, in particular the South Simulcast subsystem and Gold Hill Astro Site Repeater (ASR) multicast site near Darrington.

While MSI has indicated the newly-licensed design meets its contractual Service Area Reliability (SAR) values, ADCOMM considers the design was compromised to get the system licensed. For example, the contractual SAR values only consider mobile and outdoor portable coverage. However, end-users expect a level of in-building coverage as good as, or better than, the current analog system.

MSI's multiple design changes mean the current design is sub-optimal, with compromised coverage at the expense of user satisfaction.

FCC Licensing Requirements

Some of SNO911's recently-granted FCC licenses do not match the latest MSI design. For example, the South Simulcast and Gold Hill NPSPAC licenses reflect an earlier MSI design. As a result, some SNO911 P25 FCC licenses must be modified, regardless of whether an alternative frequency plan is used.

- NPSPAC (851-854 MHz) and non-NPSPAC (854-860 MHz) licenses for each subsystem must match since the RF design is independent of NPSPAC status.
- Modifications to NPSPAC frequencies or licenses require Region 43 800 MHz Regional Planning Committee (RPC) approval.

License modifications must be coordinated by a Certified Frequency Coordinator such as APCO.

User Impact

Regardless of MSI's contractual coverage requirements, ADCOMM strongly believes the success of any new radio system is determined by its end users' satisfaction. Radio users expect their new radio system will be at least as good as the current system that they are familiar with and depend upon.

If the new system does not perform as they expect for any reason, consequences include:

- further design changes will be needed,
- further delays and costs,
- potential need to revert to the old analog system for a period.

Any of these will result in loss of users' trust, which will be difficult to regain.

Technical Solution

ADCOMM has developed an alternative approach to mitigate issues caused by the decision to use Canada-primary frequencies.

Redesigning the system, using solely US-primary frequencies for the South Simulcast and Gold Hill subsystems, would eliminate the constraints imposed by the Canada-primary frequencies. However, because SNO911 does not currently have enough US-primary frequencies of its own, additional US-primary frequencies would need to be obtained.

Acquiring 800 MHz Frequencies

Significant demand for 800 MHz land-mobile spectrum in the Puget Sound area, and the limited number of available US-primary frequencies, can make finding suitable spectrum challenging. However, ADCOMM has identified sufficient, viable US-primary frequencies to support an alternative frequency plan. This means that the South Simulcast and Gold Hill subsystems can be redesigned for optimal coverage, meeting SAR, and complying with the Canadian treaty.

The proposed alternative frequency plan uses frequencies from the current SNO911 P25 frequency plan and reallocation of other SNO911 channels, along with Community Transit (CT) and Washington State Department of Transportation (WSDOT) channels.

- CT has indicated its willingness to assign or transfer its 800 MHz US-primary frequencies to SNO911, to support the new P25 system.
- ADCOMM discussions with WSDOT indicate WSDOT's willingness to support SNO911's need for additional US-primary channels. (WSDOT's transition to a primarily 700 MHz system is freeing many of its 800 MHz frequencies.)

Proposed Alternative 800 MHz Frequency Plan

The table below shows ADCOMM's proposed alternative frequency plan for SNO911's P25 trunked radio system. (Note the WSDOT frequencies are tentative and subject to WSDOT approval. In the event of a conflict, alternative WSDOT frequencies are available.)

Site/Subsystem	Base TX / Mobile RX Frequency (MHz)	Base RX / Mobile TX Frequency (MHz)	Primary	Frequency Source
North Simulcast	852.6750	807.6750	US	No change (SNO911; WRMQ916)
North Simulcast	852.9125	807.9125	US	No change (SNO911; WRMQ916)
North Simulcast	852.9625	807.9625	US	No change (SNO911; WRMQ916)
North Simulcast	853.3625	808.3625	US	No change (SNO911; WRMQ916)
North Simulcast	853.3875	808.3875	US	No change (SNO911; WRMQ916)
North Simulcast	853.5875	808.5875	US	No change (SNO911; WRMQ916)
North Simulcast	853.6125	808.6125	US	No change (SNO911; WRMQ916)
North Simulcast	853.7500	808.7500	US	No change (SNO911; WRMQ916)
North Simulcast	853.9250	808.9250	US	No change (SNO911; WRMQ916)
South Simulcast	851.1125	806.1125	US	Community Transit (WNRN975, WQYG935, WQYG939)
South Simulcast	851.7375	806.7375	US	Community Transit (WNRN975, WQYG935, WQYG939)
South Simulcast	852.3125	807.3125	US	Community Transit (WNRN975, WQYG935, WQYG939)
South Simulcast	852.9375	807.9375	US	No change (SNO911; WRMQ913, WRMQ915, WRMS996)
South Simulcast	853.3000	808.3000	US	No change (SNO911; WRMQ913, WRMQ915, WRMS996)
South Simulcast	853.3375	808.3375	US	No change (SNO911; WRMQ913, WRMQ915, WRMS996)
South Simulcast	853.7250	808.7250	US	Community Transit (WPMV943, WQXF701, WQYG935)

Site/Subsystem	Base TX / Mobile RX Frequency (MHz)	Base RX / Mobile TX Frequency (MHz)	Primary	Frequency Source
South Simulcast	853.8500	808.8500	US	No change (SNO911; WRMQ913, WRMQ915, WRMS996)
South Simulcast	854.0125	809.0125	US	SNO911 spare conventional (WPYP938)
South Simulcast	854.2125	809.2125	US	SNO911 spare conventional (WPYP801)
South Simulcast	854.5625	809.5625	US	WSDOT (WPIR962, etc.) [confirm selection with WSDOT]
Deer Creek ASR	852.7750	807.7750	US	No change (SNO911; WRMS996)
Deer Creek ASR	853.6625	808.6625	US	No change (SNO911; WRMS996)
Deer Creek ASR	855.3375	810.3375	Canada	No change (SNO911; WROK474)
Deer Creek ASR	856.3625	811.3625	Canada	No change (SNO911; WROK474)
Deer Creek ASR	856.5375	811.5375	Canada	No change (SNO911; WROK474)
Gold Hill ASR	852.1125	807.1125	US	WSDOT (WPF8513, etc.) [confirm selection with WSDOT]
Gold Hill ASR	852.7750	807.7750	US	No change (SNO911; WRMS996)
Gold Hill ASR	853.6625	808.6625	US	No change (SNO911; WRMS996)
Gold Hill ASR	854.2625	809.2625	US	WSDOT (WQYK433) [Port of Seattle consent possibly required]
Gold Hill ASR	854.7375	809.7375	US	WSDOT (WQYK433)
Sobieski ASR	855.7125	810.7125	US	No change (SNO911; WROK474)
Sobieski ASR	856.2625	811.2625	US	No change (SNO911; WROK474)
Sobieski ASR	856.4375	811.4375	US	No change (SNO911; WROK474)
Sobieski ASR	856.7125	811.7125	US	No change (SNO911; WROK474)
Sobieski ASR	856.9375	811.9375	US	No change (SNO911; WROK474)
Sobieski ASR	857.2625	812.2625	US	No change (SNO911; WROK474)

ADCOMM's analysis shows the proposed new frequencies (highlighted) are licensable for SNO911's P25 trunked radio system. Further, ADCOMM believes the alternative frequency plan is compatible with MSI's transmitter combiner specifications, though MSI would need to approve an alternative frequency plan.

FCC Licensing Timing and Cost

If an alternative frequency plan is used, MSI's system redesign must be completed prior to the FCC licensing work. Once the redesign is complete:

- ADCOMM estimates approximately three months to obtain the necessary letters of consent and Region 43 RPC approval. Applications are then submitted to the certified frequency coordinator, followed by the FCC. The licensing process is estimated to take approximately six months following completion of the MSI system redesign.
- For the FCC licensing-related work for a new frequency plan and associated design modifications to the South Simulcast and Gold Hill subsystems only, ADCOMM estimates a labor cost of \$40,000 if performed by ADCOMM, plus estimated APCO frequency coordination fees of \$21,000. The licensing work includes obtaining necessary RPC approvals, letters of consent, and preparation and submission of FCC license applications and exhibits. It does not include any costs for MSI to redesign the system.
- If the North Simulcast or other subsystems are also redesigned, additional ADCOMM costs and related frequency coordination fees would apply, based on the quantity and specifics of the additional changes.

Recommendations

1. SNO911 should request MSI redesign the RF portion of the P25 trunked radio system with sole use of US primary frequencies for the South Simulcast and Gold Hill ASR subsystems.
2. MSI should revisit the design of the North Simulcast subsystem to ensure the design was not unnecessarily compromised by erroneous Canadian power flux density (PFD) requirement assumptions for the US-primary channels used for this subsystem. (In November 2020, MSI presented exhibits showing the North Simulcast sites “meet FCC requirements” of “-107 dB(W/m²)/25 kHz POWER FLUX DENSITY.” This PFD requirement does not apply to SNO911’s North Simulcast sites and may have resulted in reduced ERPs and/or non-optimal antenna designs.)
3. Once MSI’s redesign is complete, impacts on other systems should be identified and addressed. (Potential impacts include procuring changed antennas, tower loading re-analysis, site leases, permitting, etc.) SNO911 should proceed with the FCC re-licensing effort.

If you have any questions or would like to discuss further, please reach out to me, or Molly Kovaka. I can be reached directly at 425-831-7381 (m.norin@adcomm911.com).



Action Proposal Form

Date: 2/14/2022

Title: 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.

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

Current fleet expansion requests and staff recommendations are included below.

Date	Agency	Type	Estimated Amount	Staff Recommendation
12/1/2021	Darrington FD	Growth	-\$35,000	None, currently being drafted
1/19/2022	Task Force	Growth	-\$250,000	Queue for December, Fund as part of 2023 request
2/4/2022	SCSO	Growth	-\$130,000	Immediately Fund from Fund 140
2/4/2022	SCSO - SAR	Growth	-\$65,000	Immediately Fund from RRP Project Contingency

Fund 140 - Yearly Anticipated Fund Activities

Updated: 2/14/2022

Summary of 2021 Anticipated Fund Activities

Starting Fund Balance	\$150,000.00	
Lost/Stolen/Damaged	(\$109,878.30)	14 units
Expected Reimbursement	\$101,879.00	
Actual Reimbursement	\$23,779.46	
Fleet Expansion/Growth	(\$160,137.99)	20 units
Anticipated Ending Fund Balance	\$5,642.17	

Summary of 2022 Anticipated Fund Activities Based on Staff Recommendations

Starting Fund Balance	\$155,642.17	\$150K Contribution
Lost/Stolen/Damaged	\$0.00	No Reports
Expected Reimbursement	\$0.00	No Reports
Actual Reimbursement	\$0.00	No Reports
Fleet Expansion/Growth	(\$130,000.00)	SCSO 2/4 Request
Anticipated Ending Fund Balance	\$25,642.17	

This item was reviewed with the Finance Committee, who opted to forward the requests to the Board to be discussed further, with no recommendation.

Suggested Action/Recommendation:

Authorize staff to move forward with the 2/4 SCSO Fleet Expansion Request to be funded from Fund 140.

Authorize staff to move forward with the 2/4 SCSO Search and Rescue fleet expansion request to be funded from RRP Contingency.

Fund: N/A



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Snohomish County Task Force Date: 1/19/22

Contact Name: Terence Warren

Email: Terence.Warren@co.snohomish.wa.us Phone: _____

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

Quantity	Model No.	Type
10	APX8000 "Law Portables" with accessories	Portables (\$5500)
25	APX8500 "Law Mobiles" with 03 Control heads	Mobiles (\$6500 03 Head)

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

Additional radios are needed to support the regional task force. Mobile radios for the Task Force were not included in the initial County radio allotment. Portables are needed to provide interoperability for joint agency operations.

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?

1/1/2023

Signature of Agency Head, Mayor or Council President

1/24/22
Date signed

SNO911 Staff

Approximate equipment value (not to exceed) \$ 250,000.00

Staff Recommendation

It is recommended that radios are purchased to support the regional task force.

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: Snohomish County Sheriff's Office Date: 1/26/22

Contact Name: Clint Korhonen

Email: c.korhonen@snoco.org Phone: 425-262-2074

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
9	APX8500	9 Mobile Remote Mount Radios	3/1/22
9	Multi Band Mobile Ant.		3/1/22
9	APX8000	9 single-band, single chargers	3/1/22

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

SCSO has received approval to add 9 billets to our staffing in 2022. This includes 6 new deputy positions and 3 Crime Prevention Officers. 3 of the deputy positions are funded to start as of 1/1/22. The remaining positions are funded to start on 7/1/22.

These new positions will result in 9 new vehicles being added to our fleet. We are currently in the process of ordering the vehicles with an unknown delivery date.

Adam C. Fortney

Digitally signed by Adam C. Fortney
Date: 2022.02.04 09:50:06 -08'00'

2/4/22

Signature of Agency Head, Mayor or Council President

Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

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SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Snohomish County Sheriff's Office - Search and Rescue Date: 1/26/22

Contact Name: Clint Korhonen

Email: c.korhonen@snoco.org Phone: 425-262-2074

Describe the specific quantity and type of radio equipment being requested			
Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
4	VHF Band Flash Upgrade	Add VHF License to 4 Portables	1/1/23
10	APX8000 Portable	Include Multi-band (800/VHF)	1/1/23

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

SAR needs a total of 22 portable radios to support their operation. 12 have already been provided by the RRP, but only 8 have been upgraded to include VHF. This requests include 4 additional VHF upgrades so all 12 RRP provided radios are VHF equipped. Another part of the request is for 10 additional APX8000 portables. These 10 were missed during the initial count of RRP radios because there was a belief the Agency could upgrade some already owned APX7000s. This is not accurate. This order will satisfy SAR needs.

Adam C. Fortney

Digitally signed by Adam C. Fortney
Date: 2022.02.04 09:51:14 -08'00'

2/4/22

Signature of Agency Head, Mayor or Council President

Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

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SNO911 Board Action

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

Fund 140 - Revenue and Expenditure Planning Sheet

Updated 2/4/2022

Board Adopted Replacement Values (Updated 12/16/2021)

Radio Type	Replacement Value (Not including sales tax)	Including Sales Tax
Police APX8000 Portable	\$5,500	\$6,039
Corrections APX6000 Portable	\$4,529	\$4,973
Police APX8500 Mobile	\$6,151	\$6,754
Fire APX8000H Portable	\$7,335	\$8,054
Fire APX8500 Dual E5 Mobile	\$6,976	\$7,660

Date	Agency	Type	Amount	BOD Approved?	Expected/Actual Reimbursement	Actual Reimbursement	Units	Notes
9/16/2021	SNO911	Loss/Dmg	-\$64,431	Yes	\$59,431	\$0	8	SNO911 Missing 8 Fire Portabe Radios, estimate including sales tax. APF-112; anticipate WCIA Reimbursement
11/18/2021	Lake Roesiger	Loss/Dmg	-\$16,108	Yes	\$15,108	\$0	2	Lake Roesiger - 2 stolen radios, approved by Board in November. Two on loan to agency; anticipated insurnace reimbursement. Lake Roesiger Insurnace
11/18/2021	SRFR	Loss/Dmg	-\$7,335	Yes	\$6,335	\$0	1	Snohomish Regional Fire and Rescue (SRFR) - 1 damaged beyone repair portaable; BOD approved; anticipate insurance reimbursement. SRFR Insurnace
12/16/2021	NCF	Loss/Dmg	-\$22,005	Yes	\$21,005	\$23,779	3	North County Fire - 3 stolen radios, approved by BOD in Decemberr. No loaners; anticipate insurnace reimbursement. NCF Insurance Claim? Agency has
12/14/2021	Edmonds PD	Growth	-\$43,057	Yes	None	\$0	7	Edmonds PD Request for 7 mobiles for fleet expansion
1/4/2022	Monroe PD	Growth	-\$6,754	Yes	None	\$0	1	Monroe PD Request for 1 mobile for fleet expansion; truck currently being outfitted
12/17/2021	Evt PD	Growth	-\$75,327	Yes	None	\$0	12	Everett PD Request for 8 portables and 4 mobiles for personnel expansion
12/1/2021	Darrington FD	Growth	-\$35,000	Pending	None	\$0		APF for Darrington Fire VHF and Multiband and cache radios
1/19/2022	Task Force	Growth	-\$250,000	Pending			35	Inadvertantly not included in original project scope
2/4/2022	SCSO	Growth	-\$130,000	Pending	None		18	SCSO has funding for 6 deputies and 3 crime prevention officers
2/4/2022	SCSO - SAR	Growth	-\$65,000	Pending	None		10	10 portables and 4 VHF Flash Upgrades to finalize initial SAR needs not captures in project

\$ (715,016) \$ 101,879 \$ 23,779 97



Action Proposal Form

Date: 2/7/2022

Title: RRP Site Readiness & Construction (IV)

Background / Purpose:

The Radio Replacement Project (RRP) is now into the site readiness phase. Site readiness includes upgrades to electrical and mechanical systems that need to be completed ahead of MSI installing the new equipment. Site Readiness and Construction IV includes an extension of the tower at South Campus. Updated bid packages including drawing sets, scopes of work and other key details are now complete. Staff issued an Invitation to Bid (ITB) in January for three (3) radio sites including: Eagle Ridge, Three Lakes and South Campus.

Following the competitive process, Day Wireless is the apparent successful vendor. Staff are currently negotiating the final terms and conditions of a contract that include the site-readiness work for phase IV. Attached to this APF is a draft contract that has already gone through legal review. The contract is anticipated to be \$160k including tax and staff are requesting an additional authorization of up to 10% for contingency for a total of \$176k.

Suggested Action/Recommendation:

Authorize the Executive Director to sign the Tower Site Readiness (IV) Services Contract as presented, pending any final legal review, with an amount not to exceed \$176k.

Fund: Radio Replacement Project Contingency

SITE READINESS PHASE IV - PUBLIC WORKS CONTRACT

This Contract is entered into between SNOHOMISH COUNTY 911, a municipal corporation, referred to as "Owner", and Day Wireless referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: SITE READINESS IV Services as set forth in Attached Exhibit 1.
- 1.2. The work shall be performed in accordance with the following Contract Documents: INVITATION TO BID 2022-001, Contractor's Bid Proposal and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contractor shall provide and bear all expense of all equipment, supplies, work, and labor of any sort whatsoever that may be required for completing the work provided for in this Contract.
- 1.4. In the event of any conflict between the provisions of this Contract and incorporated Contract Documents and other terms and conditions, the provisions of this Contract shall control. The conflict shall be brought to the attention of the Owner.
- 1.5. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work with minimal interruption or interference from Owner's personnel and activities.
- 1.6. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the work including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. COMPENSATION

- 2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of **\$144,600.45, before applicable taxes**, in accordance with the provisions below.
- 2.2. The Contractor shall provide monthly statements which shall indicate the work performed as of the end of the period covered by the statement.
- 2.3. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.

- 2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.
- 2.6. Monthly payments shall be subject to the withholding of retained percentage as provided in Section 14.

3. BOND

- 3.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents.
- 3.2. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in Section 14

4. INDEMNIFICATION AND HOLD HARMLESS

- 4.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees, agents and volunteers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work
- 4.2. However, should a court of competent jurisdiction determine that this Contract 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 Owner, its members, officers, employees and agents, 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 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.
- 4.3. In an arbitration or lawsuit with respect to this indemnification and hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

5. INSURANCE

- 5.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided

by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- 5.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 5.3. The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the Owner by naming the Owner an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.
- 5.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 5.4. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage.
- 5.5. The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 5.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 5.7. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 5.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- 5.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 5.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 5.11. All insurance policies, with the exception of Automobile and Workers Compensation, shall name the following listed entities as additional insured(s):
- 5.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
- 5.12. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 5.13. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein before commencement of the work.

6. TYPES OF INSURANCE REQUIREMENTS

- 6.1. The Contractor's required insurance shall be of the types and coverage as stated below:

- 6.1.1. 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.
- 6.1.2. 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, independent contractors, products-completed operations for three years following substantial completion of the work, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- 6.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7. MINIMUM AMOUNTS OF INSURANCE

7.1. The Contractor shall maintain the following insurance limits:

- 7.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 7.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 7.1.3. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

8. CHANGE ORDERS

- 8.1. The Owner reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the work. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:
 - 8.1.1. Deleting any part of the work,
 - 8.1.2. Increasing or decreasing quantities,
 - 8.1.3. Altering the way the work is to be done,
 - 8.1.4. Adding new work,
 - 8.1.5. Ordering the Contractor to speed up or delay the work.
- 8.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.
- 8.3. The Contractor shall proceed with the work upon receiving:
 - 8.3.1. A written change order approved by the Owner.
- 8.4. The Contractor accepts all requirements of a change order by:
 - 8.4.1. endorsing it,
 - 8.4.2. writing a separate acceptance, or
 - 8.4.3. not protesting in the way this section provides.

- 8.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.
- 8.6. The Contractor may protest change orders or other claims as provided below:
- 8.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:
 - 8.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;
 - 8.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:
 - (a) The date of the protested order or claim
 - (b) The nature and circumstances which caused the protest or claim;
 - (c) The contract provisions that support the protest or claim;
 - (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
 - (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
- 8.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

- 8.8. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

9. CLAIMS

- 9.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Section 8.6 regarding protests.
- 9.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.
- 9.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

10. TERM, TERMINATION AND RENEWAL:

- 10.1. This Contract shall be effective February 17, 2022 and shall remain in effect until December 31, 2022 unless terminated earlier in accordance with the early termination provisions herein.
- 10.2. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 10.3. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.
- 10.4. The Owner may, in Owner's sole discretion, grant a renewal of this Contract for up to an additional one year subject to mutual agreement on the adjustment of any Compensation under Section 2.
- 10.5. In the event the Owner substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the Owner.

11. CONTRACTOR RECORDS

- 11.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

12. DEFECTIVE OR UNAUTHORIZED WORK

12.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

13. PREVAILING WAGES

13.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the end of December each year this contract is in force, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

13.2. Prevailing Wages for the county in which the Project is located can be found at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/IsPrevWageJob/default.asp>

14. RETAINAGE

14.1. The contract sum is less than \$350,000 and Contractor has posted a performance bond. Accordingly, Owner hereby waives the retained percentage and Contractor expressly agrees that Contractor shall be strictly liable for any and all failures to pay the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract, including attorney fees incurred by Owner, to enforce this obligation.

14.2.

Signature of Owner- SNO911

If not signed by Owner, the following sections shall control.

14.3. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Section 3) of the monies earned by the Contractor will be retained from each monthly payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

14.4. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28. Owner will also accept a retainage bond in Exhibit 2, or a substantially equivalent bond

14.5. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

14.5.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

14.5.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

14.5.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

14.5.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 14.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

15. PROJECT SAFETY.

15.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

15.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

16. DISPUTE RESOLUTION

16.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 16.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in Snohomish County, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.
- 16.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Snohomish County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose.
- 16.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
- 16.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

17. LIMITATION OF ACTIONS

- 17.1. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

18. MISCELLANEOUS PROVISIONS

- 18.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.
- 18.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

- 18.3. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.
- 18.4. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 18.5. Non-waiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- 18.6. Governing Law. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the Snohomish County.
- 18.7. Written Notice. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.
- 18.8. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 18.9. Subcontracting. Contractor may not subcontract any portion of the services required by this Contract without the specific written consent of the Contract Administrator, which shall not be unreasonable withheld. Such consent shall not relieve contractor from its responsibilities under this Contract for the services performed by a subcontractor.
- 18.10. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 18.11. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 18.12. Entire Agreement. The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents.

The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner-SNO911

Day Wireless

By: _____

Name: Kurt Mills, Executive Director

Dated: _____

By: _____

Name: _____

Dated: _____

Contractor Reg. No. _____

UBI Number: _____

CONTRACT EXHIBIT 1 SCOPE OF WORK

See Details in SECTION 6 – SCOPE OF WORK FOR SITE READINESS IV SERVICES

Bid Pricing Submitted:

Site	Address	Frequency Schedule (days on site)	Labor	Materials	TOTAL PRICE PER SITE (labor & materials)
Eagle Ridge	22804 35th Ave NE, Arlington	7	19,668.30	24,180.51	\$ 43,848.81
Three Lakes	21933 89th Street SE, Monroe	10	25,748.29	28,174.95	\$ 53,923.24
South Campus	6204 215th St SW, Mountlake Terrace	10	19,888.29	26,940.11	\$ 46,828.40
TOTAL	Site Readiness Bid Proposal	27	65,304.88	79,295.57	\$ 144,600.45

CONTRACT EXHIBIT 2- RETAINAGE BOND FORM

Bond No.
RETAINAGE BOND

KNOW ALL BY THESE PRESENTS: That _____, a corporation existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto Snohomish County 911 and the State of Washington (State), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in the penal sum of _____ Dollars (\$ _____), plus 5% of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for Tower Services with Snohomish County 911; and

WHEREAS, said Contract and Chapter 60.28 RCW require Snohomish County 911 to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that Snohomish County 911 accept a bond in lieu of earned retained funds as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound unto SNOHOMISH COUNTY 911, State and unto all beneficiaries of the trust fund created by RCW 60.28.011 (1) in the aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the Principal shall satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter 60.28 RCW, to the State of Washington, and to Snohomish County 911, and indemnify and hold Snohomish County 911 harmless from any and all loss, costs, and damages that Snohomish County 911 may sustain by release of said retainage to Principal/Surety, then this obligation shall be null and void provided the Surety is notified by SNOHOMISH COUNTY 911 that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by SNOHOMISH COUNTY 911; otherwise it shall remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission, or defense of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, Snohomish County 911, State and, the beneficiaries of the trust fund created by Chapter 60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____ 20__

Principal:	Surety:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
City / State / Zip Code: _____	City / State / Zip Code: _____
Telephone No.: _____	Telephone No.: _____
Witness: _____	Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.



Board Packet Memorandum

Date: February 14, 2022
To: Snohomish County 911 Board Members
From: Leadership Team

General

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

New World Software Upgrade

The New World Upgrade is on schedule to occur on Monday 3/7 starting at 2200. Just a reminder this upgrade will be a longer than normal upgrade since Tech staff has to move to a new GIS server with updated GIS software. There are also some database changes that will require more time during the upgrade. The plan is to have access back to all users by 0700.

ShieldForce

The ShieldForce project is moving forward, documents have been sent out to the project team to set expectations with device activations, support and CJIS compliance. Each agency will need to have an agency administrator that will be responsible to coordinate all new device setups. The agency administrator information is being collected now by the project team. Below is the ShieldForce project timeline:

- Now – 3/4 – Respond with Agency Administrator(s)
- 3/7 – New World Upgrade
- 3/15 – Send out documentation on Multi Factor Authentication Account setups to agency administrators
- 4/4 – Enable Multi Factor Authentication
- 4/4 - TBD – Add ORI's to every phone. We will work with each agency administrators to coordinate this.

ASAP to PSAP

This project will allow participating alarm companies to generate and update existing calls for service for alarm activations in New World CAD without the need for voice contact to be made with SNO911 call takers. We receive an average of 2275 alarm activation calls a month and with this feature it will dramatically reduce the time SNO911 call takers are on the phone tending to these types of calls. On 2/10 there was a meeting with SNO911 Tech staff, Tyler and CommSys (ASAP consultant). In this meeting there were test performed on the test environment to receive generic alarm

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

messages from CommSys to the test Tyler CAD software. The messaging path setup is almost completed and SNO911 Tech staff and Tyler will continue to work with CommSys to ensure all messages are routed properly.

First Due

The First Due project is moving forward, as mentioned previously data is now successfully being sent to the First Due environment. The First Due project team is waiting for confirmation from the vendor that all the Fire Agency accounts are setup. SNO911 Tech Staff sent the vendor the required map data for this project and are waiting to hear back from them to confirm the GIS validation piece.

South Campus Uninterruptible Power Supply (UPS) Replacement

SNO911 Tech Staff is planning an implementation that will be replacing the UPS which is an aged and end of life piece of equipment at our Mountlake Terrace facility. This equipment is used to surge protect critical hardware and transfer the electrical load from commercial power to generator in the event of a power outage. This work was originally scheduled for the week of Feb 14 -18. Due to some unforeseen circumstances the project has been pushed out to a later date. There will be internal discussions to determine a date as to when this implementation will occur. As is stands today it is looking like some time towards the end of March is when we will be able to proceed with the work. SNO911 Tech staff will send out information when a date is set.

Records - Law Enforcement Records Technicians (LERT)

SNO911 Enhanced Police Records (EPR) tasks have been identified and categorized and weekly meetings are on-going. LERT business hours are defined as Monday-Friday 0800-1800, with weekends and holidays off.

Our IT department has begun the process of moving and configuring system hardware, installing necessary software and building two workstations for our LERT's in the Operations area of our North Campus Facility.

The job description for the two LERT positions were finalized on January 20, 2022. The positions were posted for internal and external candidates on January 21 with a closing date of February 25. It is anticipated that application review will begin on March 1, with the first set of interviews held on March 7. Background checks will not be needed if internal candidates are selected which will accelerate the onboarding process; however, if interviews lead to prospective external candidates, they will be sent for backgrounds and onboarding between April 1 and April 15 (dependent on the background process).

Office of Training and Standards (OTS) Update

This month the training team has been working on individualized performance reporting for MPDS. This will allow our dispatchers to meet one on one with our quality assurance team and walk through a personalized overview of all their reviewed calls for 2021. The report will look at trends in their performance showing where the dispatcher excels and where they need to focus for improvement. This is a great opportunity for dispatchers to understand how they personally contribute to the agency goal of ACE Accreditation and have the chance to speak to our subject matter experts about topics they may have questions or concerns about. This in-depth individualized reporting is recommended by the International Academy of Emergency Dispatch periodically to assist the

dispatcher. The overall goal is to provide a positive and beneficial experience for our EMDs as they strive towards personal excellence in patient care.

Tulalip PD Radio System Project

SNO911 Operations is working on the policy related to Emergency Radio activations. Tulalip PD dispatch will not have the ability to knock down (clear) the emergency radio activations. The officer will have to reset their radio or SNO911 will have to do it for them at Tulalip Dispatch's request if the alert is activated on one of the Tulalip PD talkgroups. We are working on the proper communications path when this occurs. If a Tulalip PD officer activates their emergency button while on a SNO911 radio channel, we will follow our policy for emergency button activation and we would knock it down. Tulalip PD's radio numbers will show up on the Tulalip PD radio tiles on our consoles if they activate their emergency button, but will not be associated with a unit for the pop-up alert in CAD because they will not be logging their radio assignments in our CAD system.

The Tulalip radio Channels have been installed on our supervisor's radio consoles; at this time Tulalip is just testing radios. We will give an update on the actual deployment date when we get closer.

Dispatcher 12-Hour Shifts/Related Software Configuration and Update

The TeleStaff upgrade and buildout project continues, but UKG was able to assist in creating shift and vacation bid modules. This enabled us to meet the deadline for vacation bidding commencing on February 1. We are back in the queue to move TeleStaff to the cloud, and continue with the upgrade to the newest version in the cloud. Aside from technological aspects, we are now looking at the operational impacts and working with the supervisors to ensure they understand the intricacies of how the schedule and its components will work in real life. That said, we are on track to move dispatch staff to the 12-hour shift schedule starting on April 10.

Dispatch Supervisor Position Recruiting

Operations is seeking to fill a vacancy for Dispatch Supervisor. The opportunity was announced on February 1, with a closing date of February 15 for the application packet. Next steps include a file review, proctored written exam, and assessment center. The assessment center and selection of a candidate is anticipated to occur in late March.

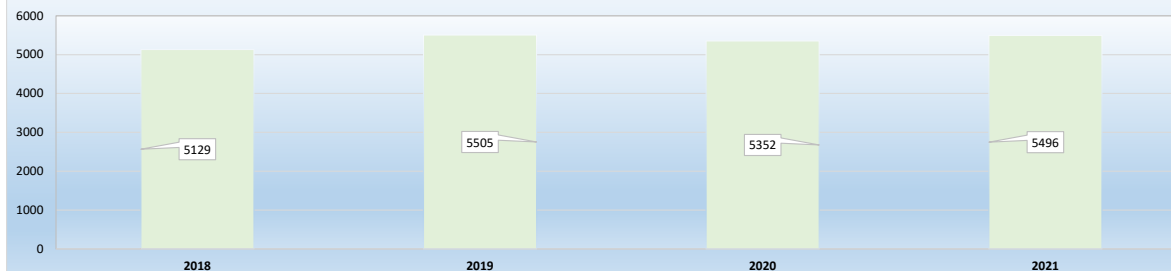
SNO911 2021 RECORDS REQUEST STATISTICAL INFORMATION

METRIC	DESCRIPTION:	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTALS
1	BL.1 Total number of open requests at the start of the reporting period:	4	3	7	5	19
	BL.2 Of the number of requests open at the start of the reporting period, how many were closed during the reporting period:	4	3	7	5	19
	BL.3 TOTAL NUMBER OF REQUESTS RECEIVED DURING REPORTING PERIOD:	1277	1414	1323	1482	5496
	BL.4 Of those received during reporting period, how many were closed during the reporting period:	1274	1404	1317	1475	5470
	(BL.4) Total number of requests closed during reporting period:	1278	1404	1324	1480	5489
2	3.3 Median number of days to final disposition of all requests	1	1	1	1	1
3	5.1 Number of requests denied in full:	2	2	9	8	21
	6 Number of requests abandoned by requesters during reporting period:	3	3	4	1	11
	8.2 Number of requests fulfilled entirely electronically:	1255	1387	1303	1456	5401
	8.3 Number of requests fulfilled entirely by physical records:	0	0	0	0	0
	8.4 Number of requests fulfilled by combination of electronic/physical:	1	1	0	0	2
	NA Number of LARGE requests (defined as anything over 2 hours)	19	15	23	7	64
4	Requests per Type:					
	NA Prosecutor:	574	707	665	876	2822
	NA Public Defender:	28	29	27	23	107
	7.G Media:	8	6	2	18	34
	NA Law Enforcement:	283	248	191	230	952
	NA Fire:	51	52	51	35	189
	7.F Incarcerated Individuals:	0	0	0	0	0
	7.B Law Firms:	341	341	389	386	1457
	7.A Individuals:	113	140	152	123	528
	7.D Insurers:	7	4	3	4	18
	7.H Current or Former Employee:	10	13	10	11	44

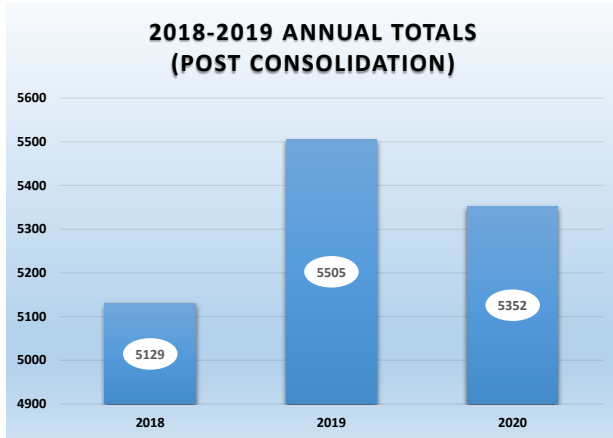
2018-2021 ANNUAL TOTALS

	2018	2020	2021
TOTAL:	5129	5352	5496

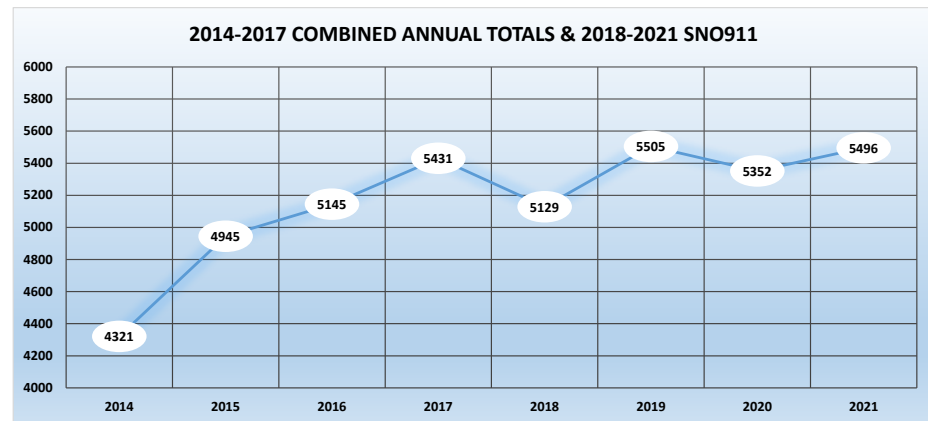
AT A GLANCE ANNUAL COMPARISON



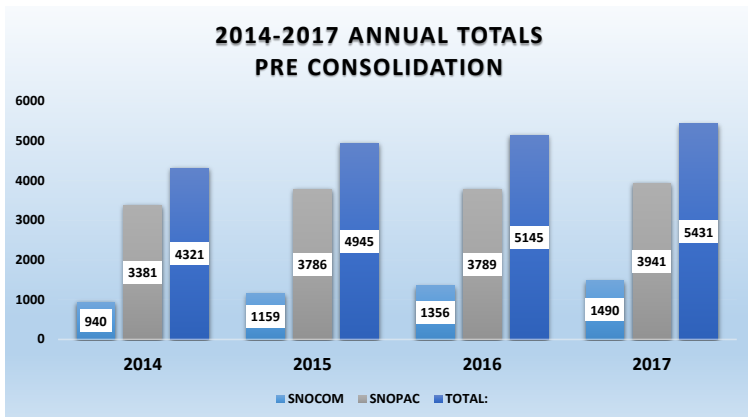
2018-2019 ANNUAL TOTALS (Post-Consolidation)			
	2018	2019	2020
TOTAL:	5129	5505	5352



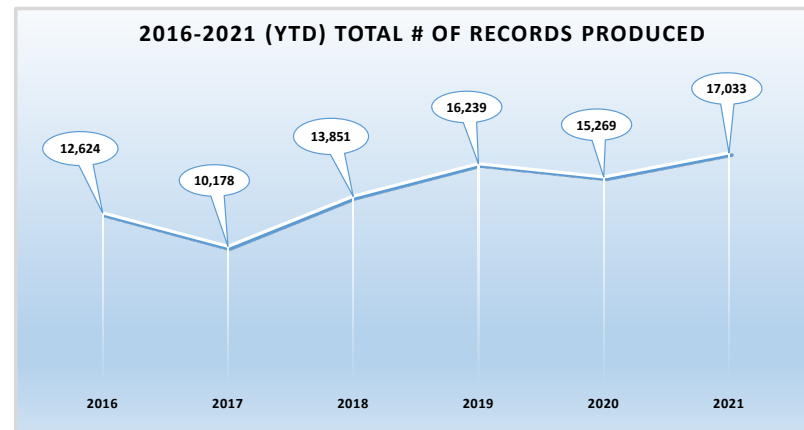
2014-2021 COMBINED ANNUAL TOTALS										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
TOTAL:	4321	4945	5145	5431	5129	5505	5352	5496		



2014-2017 ANNUAL TOTALS (Pre Consolidation)				
	2014	2015	2016	2017
SNOCOM	940	1159	1356	1490
SNOPAC	3381	3786	3789	3941
TOTAL:	4321	4945	5145	5431

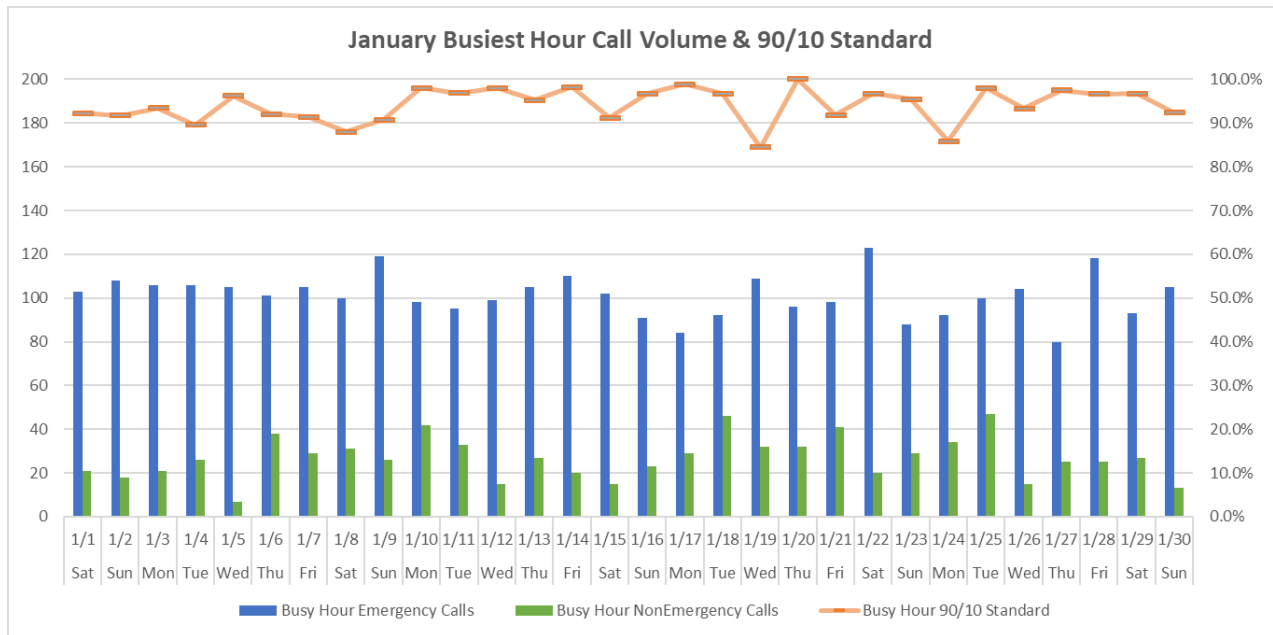


2016-2021 TOTAL RECORDS PRODUCED						
	2016	2017	2018	2019	2020	2021
TOTAL:	12,624	10,178	13,851	16,239	15,269	17,033



Monthly Statistical Reports

12 Month SNO911 Call Volume & NENA Standard Report													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22
Emergency Calls	39138	35866	40196	41312	44187	47955	51609	47255	44984	45163	44761	45914	43215
Non-Emergency Calls	12025	11231	13695	12759	13106	14008	17509	14940	14809	14253	13050	13402	13571
Avg Busy Hour 90/10	96.5%	95.6%	95.7%	94.7%	93.9%	91.7%	87.9%	92.6%	91.9%	93.8%	95.3%	94.8%	94.0%
All Hour Avg 95/20	99.6%	99.6%	99.7%	99.5%	99.3%	98.8%	98.1%	99.1%	98.9%	99.2%	99.3%	99.3%	99.2%
Avg Busy Hour Emer	92	96	96	104	106	116	131	113	115	112	110	106	101
Avg Busy Hour Non-Emer	25	29	29	27	28	30	46	31	34	32	28	30	27
Avg Perfect Hours	12	12	13	9	10	7	6	8	8	10	9	9	10
Avg Emer Per Day	1,268	1,281	1,296	1,377	1,425	1,599	1,665	1,524	1,499	1,457	1,492	1,481	1,394
Avg Non-Emer Per Day	392	401	442	425	423	467	565	482	494	460	435	432	438



Text-2-911 Report

911 Texts	Type	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD TOTAL
Appropriate Use	True Emergency	9												9
Incorrect Use	Follow-Up	12												12
	Area Checks	16												16
	Info	3												3
	Noise	1												1
	Traffic	3												3
	Other Complaints	10												10
Misuse	Accidental	7												7
	Behavioral Health	14												14
	Prank	1												1
Other	Test	1												1
	Abandoned	15												15
	Non-English	0												0
	Outgoing	0												0
	Subsequent	32												32
	Transfer	0												0
	Voice Call	11												11
Month Total		135	0	0	0	0	0	0	0	0	0	0	0	135
<i>Abandoned: Non-Responsive</i> <i>Accidental: Device or person accidentally texted 9-1-1</i> <i>Area Check: Check of area for person, vehicle, gunshot</i> <i>Behavioral Health: Calls that result in BHC by LE/EMS</i> <i>Follow-up: Where is officer?</i> <i>Info: What is the phone number for animal control?</i> <i>Noise: Music, people etc.</i> <i>Non-English: Texter indicates they do not speak English</i> <i>Other: Any other request or complaint, media from Intrado</i> <i>Outgoing: Outgoing text calls</i> <i>Prank: Calls that do not give any valid information, not including BHC</i> <i>Subsequent: Additional inbound text after call released by call taker</i> <i>Test: PSAP testing/training TXT29-1-1, vendor test</i> <i>Traffic: Speeders, DUIs, etc.</i> <i>Transfer: Transfers to other PSAPs</i> <i>Voice Call: Dispatchers called the texter/texter placed voice call</i>														

SPIDR Tech Survey – January 2022

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	726	82.03%
3 - Satisfied	116	13.11%
2 - Neither Satisfied nor Dissatisfied	30	3.39%
1 - Somewhat Dissatisfied	8	0.90%
0 - Very Dissatisfied	5	0.56%
Total	885	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	855	96.61%
Somewhat	26	2.94%
No	4	0.45%
Total	885	100.00%

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

FIRE EVENTS PER AGENCY 2022													
FIRE AREA	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
AIRPORT FIRE	20	-	-	-	-	-	-	-	-	-	-	-	20
ARLINGTON CITY	40	-	-	-	-	-	-	-	-	-	-	-	40
ARLINGTON RURAL FD 21	71	-	-	-	-	-	-	-	-	-	-	-	71
DARRINGTON FD 24	43	-	-	-	-	-	-	-	-	-	-	-	43
EVERETT CITY	2,211	-	-	-	-	-	-	-	-	-	-	-	2,211
FD 19	24	-	-	-	-	-	-	-	-	-	-	-	24
FD 7 (Mill Creek excluded)	1,065	-	-	-	-	-	-	-	-	-	-	-	1,065
GETCHELL FD 22	53	-	-	-	-	-	-	-	-	-	-	-	53
GOLD BAR - INDEX FD 26	84	-	-	-	-	-	-	-	-	-	-	-	84
GRANITE FALLS FD 17	180	-	-	-	-	-	-	-	-	-	-	-	180
HAT ISLAND FD 27	2	-	-	-	-	-	-	-	-	-	-	-	2
LAKE ROESIGER FD 16	18	-	-	-	-	-	-	-	-	-	-	-	18
LAKE STEVENS FD 8													
MARYSVILLE FIRE	1,211	-	-	-	-	-	-	-	-	-	-	-	1,211
MILL CREEK CITY	201	-	-	-	-	-	-	-	-	-	-	-	201
MUKILTEO CITY	180	-	-	-	-	-	-	-	-	-	-	-	180
NORTH COUNTY FIRE (UNINC)	526	-	-	-	-	-	-	-	-	-	-	-	526
OSO FD 25	7	-	-	-	-	-	-	-	-	-	-	-	7
ROBE FD 23	3	-	-	-	-	-	-	-	-	-	-	-	3
SNOHOMISH FD 4	304	-	-	-	-	-	-	-	-	-	-	-	304
SOUTH COUNTY FIRE (TOTAL)	2,866	-	-	-	-	-	-	-	-	-	-	-	2,866
SOUTH COUNTY FIRE (UNINC)	1,383	-	-	-	-	-	-	-	-	-	-	-	1,383
EDMONDS CITY (CONTRACT)	530	-	-	-	-	-	-	-	-	-	-	-	530
BRIER CITY	35	-	-	-	-	-	-	-	-	-	-	-	35
LYNNWOOD CITY	668	-	-	-	-	-	-	-	-	-	-	-	668
MOUNTLAKE TERRACE CITY	250	-	-	-	-	-	-	-	-	-	-	-	250
STANWOOD CITY	118	-	-	-	-	-	-	-	-	-	-	-	118
SULTAN FD 5	101	-	-	-	-	-	-	-	-	-	-	-	101
TULALIP FD 15	79	-	-	-	-	-	-	-	-	-	-	-	79

POLICE EVENTS PER AGENCY 2022													
POLICE AGENCY	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
ARLINGTON	1,824	-	-	-	-	-	-	-	-	-	-	-	1,824
BRIER	310	-	-	-	-	-	-	-	-	-	-	-	310
DARRINGTON	81	-	-	-	-	-	-	-	-	-	-	-	81
EDMONDS	2,037	-	-	-	-	-	-	-	-	-	-	-	2,037
EVERETT	10,691	-	-	-	-	-	-	-	-	-	-	-	10,691
GOLD BAR	147	-	-	-	-	-	-	-	-	-	-	-	147
GRANITE FALLS	319	-	-	-	-	-	-	-	-	-	-	-	319
INDEX	32	-	-	-	-	-	-	-	-	-	-	-	32
LAKE STEVENS	1,710	-	-	-	-	-	-	-	-	-	-	-	1,710
LYNNWOOD	2,983	-	-	-	-	-	-	-	-	-	-	-	2,983
MARYSVILLE	4,600	-	-	-	-	-	-	-	-	-	-	-	4,600
MILL CREEK	1,054	-	-	-	-	-	-	-	-	-	-	-	1,054
MONROE	1,630	-	-	-	-	-	-	-	-	-	-	-	1,630
MOUNTLAKE TERRACE	1,231	-	-	-	-	-	-	-	-	-	-	-	1,231
MUKILTEO	2,386	-	-	-	-	-	-	-	-	-	-	-	2,386
SNOHOMISH	706	-	-	-	-	-	-	-	-	-	-	-	706
SNOHOMISH COUNTY	13,083	-	-	-	-	-	-	-	-	-	-	-	13,083
STANWOOD	435	-	-	-	-	-	-	-	-	-	-	-	435
STILLAGUAMISH	1,067	-	-	-	-	-	-	-	-	-	-	-	1,067
SULTAN	246	-	-	-	-	-	-	-	-	-	-	-	246
WOODWAY	83	-	-	-	-	-	-	-	-	-	-	-	83

Full-Time Center Staff		
Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017		
Job Title:	Status:	Current #
Call-Taker	Legacy: Only trained in call-taking	1
Police Dispatcher	Legacy: Only trained in CT and Police	5
Fire Dispatcher	Legacy: Only trained in CT and Fire	6
Cross-Trained Dispatcher	Cross-Trained in CT, Police, and Fire	60
Cross-Trained Trainee	Trained in 2 disciplines, and currently in-training for the 3rd	4
Trainee Dispatcher	New Hire who has not completed a 2nd discipline yet	7
Trainee Dispatcher 2	New Hire-Completed training in 2 of the 3 required disciplines	10
Total:		93
See "Dispatcher Status Log" attached in this week's email for breakdown by employee name		

Authorized Dispatch Staffing Level - (including trainees)	90.3%
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Center Staffing Strength - (excludes trainees and LOA's)	87.5%
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# of Authorized Full-Time Positions:	164
# of Full-Time Positions Filled:	146
# of Current Full-Time Vacancies:	18

Long Term LOA's	-2
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# of Current Relief Dispatchers:	-7
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Relief dispatchers are not included in any totals/percentages on this report.

Current # of SNO911 Employees - (F/T and P/T):	140
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F/T Dispatchers:	
Authorized Positions:	103
Filled F/T Positions:	93
F/T Vacancies:	10
Supervisors:	
Authorized Positions:	16
Filled F/T Positions:	15
F/T Vacancies:	1
Leadership Staff:	
Authorized Positions:	5
Filled F/T Positions:	5
F/T Vacancies:	0
Ops Staff:	
Authorized Positions:	5
Filled F/T Positions:	5
F/T Vacancies:	0
Admin Staff:	
Authorized F/T Positions:	13
Filled F/T Positions:	9
F/T Vacancies:	4
Tech/Wireless Staff:	
Authorized Positions	22
Filled F/T Positions	18
Filled P/T Positions	1
Filled Contract Positions	1
F/T Vacancies	3

Current Recruitment Status

Candidates signed up to test	3	Test date is 2/16
Candidates to be interviewed	0	Interviewing for May academy
Candidates in poly	0	Scheduled for poly exam
Candidates in background or further	8	In background (or further stage).
Candidates ready for academy	0	Final offers signed/returned. Ready for academy!

YTD Dispatch Trainees Hired	3
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Employment Separations

YTD Full Separations from Agency:	4
YTD Changes from F/T to Relief Status:	1

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

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

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

Dispatch & Sups (Trainees):	
Accepted New Job	0
Death of Employee	0
Involuntary Term	1
Medical	0
Relocation	0
Retirement	0
Voluntary Opt-Out	1
Change to Relief (FT to PT)	0

Dispatch & Sups (Non-Trainees):	
Accepted New Job	0
Death of Employee	0
Involuntary Term	0
Medical	1
No Reason Given	0
Personal	0
Relocation	0
Retirement	0
Change to Relief (FT to PT)	1

Radio Replacement Project Updates

February 14, 2022

Subscribers:

- Detailed report that is updated on a weekly basis can be found here:

<https://sites.google.com/view/sno911rrp/rrp-mobile-radio-project>

- Opt-In-- 43% -- 352 out of 834
- Snohomish County Fire Departments-- Overall 19%

- Snohomish County Police Departments-- Overall 62%

- 78 out of 350

- 295 out of 536

<u>Agency</u>	<u>Radios</u>	<u>% Complete</u>
Marysville PD (Pilot)	78	100%
Everett PD	196	44%
Lynwood PD	68	61%
Mukilteo PD	29	63%
Monroe PD	31	46%
Mill Creek PD	19	73%
Mountlake Terrace PD	18	48%
Arlington PD	23	39%
Arlington PD	21	38%
Brier PD	07	31%
Tulalip PD	66	00%

<u>Agency</u>	<u>Radios</u>	<u>% Complete</u>
Marysville FD	40	48%
Everett FD	62	60%
South County Regional Fire Auth.	92	21%
Mukilteo FD	10	0%
North County Reg Fire Authority	29	0%
Paine Field FD	12	0%
Snohomish County Fire Dist. #15	10	0%
Snohomish County Fire Dist. #25	06	0%
Snohomish County Fire Dist. #24	13	0%
Snohomish County Fire Dist. #27	07	0%
Snohomish County Fire District #4	21	0%
Snohomish County Fire District #5	13	0%

- SNO911 Board approved funding for glass-mounted GPS/WiFi Antenna alternatives. Funding also approved for low-profile covert antenna. However, the project team is actively evaluating the safety of the antenna and may recommend an alternative.
 - A contract for a specialized RF safety consultant is signed and technical review is underway.
- In-vehicle chargers for fire apparatus. SNO911 reviewed the operational and technical need of in-vehicle fire charger with each fire agency. Following this review, the total needs across all fire agencies is 102 in-vehicle fire chargers. This is well within the amount that was ordered and originally planned for.
- SNO911 reviewed antenna options with each agency and based upon feedback, the total needs for Shark Fin and covert antennas are included below. Sufficient funding is already approved by the SNO911 board.
 - Update on Shark Fin & Covert Antennas
 - Shark Fin Clean Installs**
 - Patrol: 62
 - Staff: 81
 - Covert: 12
 - Clean Install Total: 155**
 - Shark Fin Retrofit**
 - Patrol: 38
 - Staff: 06

- **Retrofit Total:** **44**
 - **Shark Fin Total:** **199**
- Fleet Expansion Requests – Agencies are reminded, if additional radios are needed for 2022 or 2023, to please identify those and let us know.

Radio Sites/Microwave:

- Our overall site construction procurement plan has been developed, and will involve four phases. This approach allows the work to begin at sites where design work is completed and continue to work on design at the same time.
 - Phase 1 – Contract awarded
 - Phase 2 – Contract awarded
 - Phase 3 – Contract awarded
 - Phase 4 (final) - Recommendation for approval of contract expected at Feb 2022 Board meeting
- The project is in the site construction phase. This is an area of increased project risks because of unknowns that can pop up during construction.
 - Clearview and Gunnysack site readiness work (SNO911 task) is completed and handed over to Motorola.
 - Five additional sites are scheduled to be completed and turned over to Motorola in March.
- Microwave and dish work has been completed at three sites. This work will continue through May as expected.

Risks:

- After several months of work, the final Canadian primary frequencies and associated design have been approved by the FCC.
 - MSI has completed the final configuration design, that meets the FCC/Canadian interference requirements and the contractual coverage requirements
 - Concurrently, there is an opportunity to make further improvements to the system by acquiring additional US primary frequencies that do not have the interference/design requirements.
 - Project team is working through this request with Motorola to ascertain impacts to scope, budget, schedule and ultimately coverage.

Policy:

- No Updates this month.

Other/General Updates:

- Motorola has provided a draft of Change Order 7 to remove the Mill Creek and Machias radio sites from the scope of the project. Staff are currently reviewing. Funding will remain with the project that will allow the team to revisit these needs in the future.

- Alphanumeric Paging – Fire TAC approved a proposal in October 2021 to remove the paging system upgrade from the Motorola Contract and to move forward with a partial system replacement. In December 2021, SNO911 received notice from NORCOM that they desire to rejoin the SNO911 upgrade and in particular agree with the partial system upgrade approach. Staff are beginning to put together an overall project plan and estimate to include the NORCOM sites.

RRP Policy & Major Decision Timeline

- 12/2021: SNO911 Board of Directors approved: WT09 - Additional Growth and Expansion Radio Reimbursement Request, WT08 – Radio Hardware and Replacement Services Policy, and WT07 – Lost, Stolen or Damaged beyond Repair Radio Equipment Replacement
- 12/2021: SNO911 Board of Directors approved amendment to APF 134 to include other suitable antennas identified by the project team.
- 11/2021: SNO911 Board of Directors approved APF 134 to cover expenses to fund antenna changes requested by member agencies.
- 11/2021: Police TAC approved Limited Access Talkgroup Authorization, Programming, and Auditing Policy.
- 10/2021: SNO911 Board of Directors approved Change Order 6 – radio quantities to fulfill needs of SCSO Corrections and delta of needs and changes from original project scope.
- 9/2021: ECSF Advisory Board approved project budget scope increase to capture additional subscriber needs of approx. \$4.7M.
- 7/2021: SNO911 Board of Directors approved Framework for Agency’s seeking radio replacement for lost/damaged/stolen radios (Update to Warranty Services Policy)
- 6/2021: SNO911 Board of Directors approved Warranty Services Policy, including authorization to purchase radio cache and other related equipment.
- 6/2021: SNO911 Board of Directors authorized creation of a new Capital Fund for agency subscriber equipment starting with a fund balance of \$150,000 and a target maximum of \$600,000.
- 6/2021: Fire-TAC approves mobile programming information
- 6/2021: Police-TAC approves mobile programming information
- 4/2021: Motorola provides “boston strap” to replace leather swivel holster for APX 8000 HXE portable radios
- 3/2021: Fire-TAC requests changes to radio programming templates, SNO911 receives Fire-TAC approval of updated templates
- 3/2021: Police-TAC requests changes to radio programming templates, SNO911 receives Police-TAC approval of updated templates
- 1/2021: SNO911 approves Law, Fire, and Sheriff radio programming templates
- 1/2021: Fire-TAC Template Committee approves programming
- 12/2020: Motorola Change Order 3 Approved
 - All systems – except paging – have been modified with new technical exhibits replacing existing exhibits, new schedule is established, project credit established and reserved for future/planned items
- 12/2020: Fire-TAC approves template changes and gives Fire Template Committee authorization for further changes
- 8/2020: Police-/Fire-TAC approves Subscriber programming templates (zone/channel assignments & ergonomics)

- 6/10/2020: Motorola Change Order 2
 - Updated Coverage testing methodology, final subscriber configuration and counts, increased functionality in subscribers (encryption/XE for fire, Wi-Fi for all)
- 5/2020: Phased deployment approach adopted
 - Decision to deploy system designed for 800 MHz Portable operations, and expand to support multi-band Portable operations as a future phase
- 4/16/2020 - Subscriber Scope of Services Policy approved
 - Agencies will own subscriber equipment, SNO911 will plan for long-term replacement and process/assist with warranty repairs
 - Installation details including differences for agencies who choose to opt-out of project installs
- 4/16/2020: Additional Subscribers Policy approved
 - Covers reimbursement parameters and process for radios purchased after 1/1/2019 and are an increase to quantities in project scope. E.g. New (additional) apparatus added to fleet
- 1/2020: WAVE5000 Pilot Program approved
- 9/2019: Fire Subscriber Replacement Policy approved, updated 5/2020
- 9/2019: Law Subscriber Replacement Policy approved, updated 5/2020
- 7/2019: Motorola Change Order 1
 - Allows agency cooperative purchasing, updated subscriber warranty protection
- RRP – Future Replacement Policy – Under Development

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

Meeting Attendance:

POLICE TAC REPRESENTATIVES					
Deputy Chief Daniel Cone		Deputy Chief Chuck Steichen		Sheriff Adam Fortney	
Chief Nick Almquist		Sergeant Shane Hawley		Chief Rob Palmer	✓
Asst. Chief Jim Lawless, <u>Chair</u>	✓	Deputy Chief Ryan Irving	✓	Chief Becky Lewis	✓
Captain Rod Sniffen	✓	Commander Mike Haynes	✓	Chief Don Tardiff	✓
Commander Ron Brooks <u>Vice Chair</u>	✓	Acting Asst. Chief Andy Illyn		Interim Chief Stan White	✓
ALTERNATE REPRESENTATIVES					
Interim Chief Nathan Alanis		Corporal Mike Bard	✓	Deputy Chief John DeRousse	
Sergeant Jim Barnes		Commander Coleman Langdon	✓	Commander Brad Akau	
Chief Jeff Jolley	✓	Captain Steve McDonald	✓	Sergeant Karl Gilje	✓
Acting Captain Jeff Graves		Deputy Chief Jeff Young	✓		
SUPPORT STAFF AND GUESTS					
Executive Director Kurt Mills	✓	Deputy Director Terry Peterson	✓	Director of Tech Marlin Herolaga	✓
Sec./Inf. Team Manager Bleu Jaegel		Director of Ops Andie Burton	✓	Master PO Travis Katzer	
Ops Manager Karen McKay	✓	Ops Manager Karl Christian	✓	Ops Manager Hattie Schweitzer	✓
App. Team Mngr. Brent Meyer		Proj Mngr. Christopher Ampongan		Records Supervisor, Sheila Betts	✓
				Chief Michelle Bennett	✓

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 1030 hours.

1. Roll Call: Roll call was done as attendees logged into ZOOM.

2. Approval of Minutes: January 11, 2022 Minutes were approved by Deputy Chief Ryan Irving and 2nd by Captain Rod Sniffen.

3. Announcements: None

4. Reports:

A. Policy Review Committee: Jim Lawless

Nothing to report.

B. Mobile Users Group: Travis Katzer

Nothing to report.

C. SN0911 Updates: Kurt Mills

a. Law Enforcement Records Technician's (LERT) – The Board of Directors previously approved funding to hire two employees to perform Enhanced Police Records (ERP) functions. This is a service that was previously provided by dispatch to SNOCOM, and since the merger, SN0911's south seven law enforcement agencies. The job announcement for those positions were posted on January 21, 2022. LERT will be consolidated with the existing Records unit and the current Records Supervisor will oversee Public Records and the Law Enforcement Records units.

b. 12 Hour Shifts – Dispatch – Shortly after the merger a survey was conducted. One of the items of high importance to dispatch staff was to strive for improved work/life balance. Through several employee surveys, meetings with the Union and additional resources, the decision was made to move dispatch to 12 hour shifts which is set to begin

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for February 8, 2022 / 10:30-11:30 p.m.
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on April 1, 2022. The new schedule removes mandatory overtime, replaces it with an on-call program and provides dispatch employees with 3-4 days off each week.

D. PTCC: Marlin Herolaga

- a. **New World Upgrade** – Scheduled to take place on March 7, 2022 beginning at 2300 hours through the morning of March 8. This upgrade will be longer and will require several hours of “CAD Catch-Up” once the upgrade has been completed. Although some interfaces will be back up once the upgrade is complete, due to replication of the data bases taking several hours, they will not be available for use until after the replication has been completed. A team is being developed to work on the replication in an effort to expedite the process.
- b. **Shield Force** – Documentation has been provided to the project team with a set of expectations for device activation, support and CJIS compliance. Each agency will have an agency administrator who will be responsible for coordination of device set up's.

E. Radio Replacement Project: Terry Peterson

- a. **Tulalip Police Radios** – Portable radios have been delivered. They will have a primary talk group and a secondary tactical channel. Their primary talk group is in the existing police radio template; therefore, there is a possibility our agencies may hear some testing taking place over the coming weeks. They will have approximately 61-66 mobiles, 15 of which will be installed after a couple of radios are installed in their dispatch center. Once that is complete, they will cut over to the SNO911 radio system and followed by the rest of their mobile installs. This is anticipated to begin sometime in February and it is anticipated Tulalip police will be on the SNO911 system by end of February – beginning of March.
- b. **Canadian Frequency Interference** – Because many of our frequencies are Canadian primary, the radio system needed to be tuned and designed to not interfere with Canada. ADCOMM was asked to conduct a search to find US primary frequencies available for our use and they found a handful of them that SNO911 is in the process of taking ownership of. The recommendation is to move forward with the redesign effort, remove the Canadian frequencies and replace them with the US primary frequencies in the design. Although the full schedule impact is unknown at this time, Motorola will need to do additional design work and there will be associated additional cost; however, based upon preliminary research, it appears overall coverage and Officer experience out in the field will be better. In an effort to expedite the resolution to this known issue, an Action Proposal will be presented to the Board of Directors at the February meeting asking for support of this project and funding up to \$250,000.00. As more information is developed regarding impact to coverage, TAC's will be updated before final decisions are made.
- c. **Radio Replacement Project** – Terry reminded the Committee that there is a limited amount of funding set aside each year for fleet expansion. A handful of requests have already been approved for this year and in order to plan accordingly, he requested agencies who anticipate a need for additional radios this year, to please contact him with that information.

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for February 8, 2022 / 10:30-11:30 p.m.
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5. Technical Update: Marlin Herolaga

- A. **URL Updates:** SNO911 Tech Staff will be updating the jail register web server. That process, when complete will change the URL from jailregister@snopac911.org to jailregister@sno911.org.
- B. **Uninterrupted Power Supply (UPS) Unit Upgrade:** The UPS at South Campus will be upgraded next week.
The impact is that South Campus data center will be shut down next week for a 4-5 days. If there were an issue with our main, North Campus system, it could impact our member agencies. Plans are in place to move to generator should that occur; however, member agencies should be aware that one site will be down during the maintenance window.

6. New Business

A. **UAS Request Procedures:** Derek Wilson & Andie Burton

Last year SNO911 sent member agencies a UAS Program Google Survey to gather information on agency use availability and deployment preferences. SNO911 did not receive many responses; however, in light of the fact that more agencies are now implementing the use of UAS, and private agencies are making theirs available for use to law enforcement, it's become increasingly apparent that member agencies deployment preferences and practices need to be identified and policy outlined to avoid confusion and save time on the dispatch floor. Chief Becky Lewis will contact Sgt. Johnson with SCSO, who is the SCSO SME and will be meeting on Feb. 15th with most UAS Program Managers in the county, to put him in touch with Derek for follow-up to this topic.

7. New Business

- A. **Location Alert Validation:** Andie Burton – The project to validate location alerts that have been entered by SNO911 for member agencies is in progress. Last month, Chris Gass sent a Google document asking agencies to identify a representative who would receive the notifications of expiring alerts. SNO911 has received a few responses. As a reminder, if your agency has not identified a point of contact, those alert notifications will by default, be sent to your agencies ACCESS TAC.

8. Good of the Order

A. **SNO911 Governing Inter Local Agreement (ILA) Update:** Terry Peterson

The ILA is in the process of being modified to remove language that pertains to the "April - Annual Agency Assembly." The language related to the election of Police and Fire TAC officers has always been tied to the annual assembly.

Terry shared the section below and proposed removing the highlighted section:

"Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected at the first meeting of each Technical Advisory Committee of each new year, by majority vote of the Representatives on the respective Technical Advisory Committee, and shall serve for a one-year term. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Technical Advisory Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of a Technical Advisory Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term."

Snohomish County 911
Police Technical Advisory Committee
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Terry noted removal of this language would provide Police and Fire TAC the flexibility to adopt their own election rules establishing timing and frequency. Removal of the language noted above will be presented to the Board of Directors in March for a Super Majority Vote in April. The current Police TAC Chair is Jim Lawless and Vice Chair is Ryan Irving.

9. Adjourned at 1107 hours.

DRAFT

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

January 19, 2022

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☒ Drew Bono	Fire District 24
	☒ Thad Hovis	South County Fire	☐ Willie Harper	Fire District 25
	☒ Jason Hodgkinson	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Seth Johnson	Fire District 5	☒ Mike Calvert	Everett Fire
	☐ Bronson Smith	Fire District 15	☒ Darryl Neuhoﬀ	Marysville Fire
	☐ Brian Anderson	Fire District 16	☒ Blake Engnes	Mukilteo Fire
	☐ Jim Haverfield	Fire District 17	☒ Dave Kraski	North County RFA
	☐ Keith Strotz	Fire District 19	☐ Joshua Cole	Paine Field Airport FD
	☐ Chad Schmidt	Fire District 21	☐ Steve Guptill	SRFR
	☐ Travis Hots	Fire District 22	☐	
	☐ Tim Bond	Fire District 23	☐	
Alternates in Attendance	☒ Don Waller	Fire District 4	☐ Chris Alexander	Mukilteo Fire
	☐ Bill Dane	Fire District 17	☐ Theresa Ramey	North County RFA
	☐ Gino Bellizzi	First District 19	☒ Zach Hanson	North County RFA
	☐ Jeremy Stocker	Fire District 22	☐ Brett Blankenship	Paine Field Airport FD
	☐ Dennis Fenstermaker	Fire District 24	☒ Ernie Walters	Sky Valley Fire
	☐ Dave DeMarco	Everett Fire	☐ Larry Huff	SRFR
	☒ Jeff Cole	Marysville Fire	☒ John Chalfant	South County Fire
Guests and Staff in Attendance	Robert Eastman, SCF	Brent Meyer, SNO911	Chris Gass, SNO911	
	Shaughn Maxwell, SCF	Hattie Schweitzer, SNO911	Howard Tucker, SNO911	
	Jason Isotalo, SCF	Chris Ampongan, SNO911	Meg Bittinger, SNO911	
	Kurt Mills, SNO911	Bleu Jaegel, SNO911		
	Terry Peterson, SNO911	Derek Wilson, SNO911		
	Andie Burton, SNO911	Marlin Herolaga, SNO911		

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

Chairman Eric Andrews called the meeting to order at 1:35 p.m.

1. ANNOUNCEMENTS: N/A

2. APPROVAL OF MINUTES: A motion was made by Darryl Neuhoﬀ and seconded by Thad Hovis to approve the December, 2021 Fire TAC / Ops meeting minutes as written. Unanimously approved.

3. COMMITTEE UPDATES:

A. PTCC / NWS. Brent Meyer.

- i. **New Call Type POISON** – A recommendation was made to PTCC to create a new call type of POISON. This is a Fire call type that is similar to the NURSE call type, and it would be used any time a call is transferred to the poison control hotline. PTCC approved the recommendation and is looking for approval here at Fire TAC. A motion to approve PTCC's recommendation to create the new call type POISON was made by Darryl Neuhoﬀ, and seconded by Drew Bono. Unanimously approved.

- B. Technical Update.** *Marlin Herolaga.* A PSAP Notify Alert was sent out this morning. Tomorrow from 0700-0900, tech staff will be making network changes that will affect the locution radio PCs. During the outage, automated announcements will cease. It will be announced over the dispatch channel, and it will not affect any in-station alerting. **Pulse Point** – still waiting for the AED registry. They still do not have enough data to start testing in Delta. One suggestion is to ask the fire marshals if they could add the validation of AEDs to their list when they do their inspections. This would help to get the AED registry built up as the project is on hold at this time. Marlin is open to other suggestions as well.
- C. Radio Replacement Committee.** *Terry Peterson.* Over the last couple of weeks, MIT has engaged a fully vaccinated team and they are doing opt-in mobile installs for fire agencies. They have started at both Marysville and Everett. Another project milestone is related to Site Readiness – some of the sites have been handed over to Motorola to start installing equipment. They also started work on the microwave back haul in Mountlake Terrace. All the microwave equipment has arrived up at the Arlington warehouse, and Motorola is asking for payment. Terry also shared a document regarding portable in-vehicle (12v) chargers for fire apparatus. Back in April of 2020, the project made the case that in-vehicle chargers were out of scope. The PPC then developed a formula on how to allot fire radios to agencies, and included information on how to allot portable chargers. After much discussion it was determined that the numbers are way off and they need to be clarified again. The big concern is that we pay for equipment that won't be used. Terry recapped the conversation and clarified that SNO911 needs to use the inventory on hand, move forward with the installs as they can, work on finalizing the needed numbers, and make sure they match actual needs and are not just formula numbers, ask for the funding and order only what is needed, but recognize that there may be a 3-4 month pause in the install process. Terry hopes to bring adjusted numbers back to Fire TAC for the February meeting.
- D. Radio Procedures Committee.** *Hattie Schweitzer.* The committee met on January 10th. As discussed at past Fire TAC meetings, they have been talking about updating the emergency alert mayday tones, and moving from the current 3 beeps to a more robust and recognizable tone sequence, while still limiting the total amount of time that the tones would be broadcast. Audio of the high/low tones was sent out to the agencies for review, and at the last TAC meeting the consensus was to stay with the 3 beeps/tones that we currently have along with adding a channel marker to use to indicate that the air is restricted during the incident, so this is what the committee is recommending. Motion made by Darryl Neuhoﬀ to use the same 3 tones and add channel markers to close the air. Seconded by Eric Andrews. Unanimously approved.
- E. Fire User Group.** *Brent Meyer.* No meeting.
- F. Fire Standards/Data.** *Brent Meyer.* No Meeting
- G. County Fire Resource Plan Committee** – *Eric Andrews.* The committee did meet with the FOC Alternative Workgroup. There was a consensus that they need to get into a room and really put their ideas on a board and talk about resources. South County offered a room for a meeting – date to be determined.
- H. Enabling VHF on Multiband Radios** – *Terry Peterson.* They have a draft of an action proposal form and they met with Search and Rescue. There will be a follow-up conversation with them, and when they are done drafting the action proposal they will take it to the board. This proposal adds multiband to some “fringe” areas where 800 coverage goes in and out, but there is VHF coverage. Funding is earmarked to come out of Fund 140 which is set aside for this type of expense.

4. **SNO911 UPDATE:**

- A. **Call of the Month – Hattie Schweitzer.** Hattie went over the Calls of the Month for both November (2 of them) and December. The write ups went out to Fire TAC yesterday, please share them with your agencies.
- B. **NENA Call Answer Standard Update & Adoption – Andie Burton.** For several years now, SNO911 has had an internal goal to meet the NENA Call Answer Standard. There are two parts of the standard. The first one is that 95% of all 911 calls are answered within 20 seconds throughout the day. The second part, which was modified in April of 2020, is that 90% of all 911 calls are answered within 15 seconds. Andie pulled up a graph of calls in 2021 and went over some statistics. Andie and Kurt are hoping to get support from Fire TAC today. Motion made by Darryl Neuhoﬀ to adopt the NENA Call Answer Standard. Seconded by John Chalfant. Unanimously approved.
- C. **COVID Update – Andie Burton.** Like so many other agencies, SNO911 is seeing the highest number of positive cases since the pandemic started. There is a plan in place to consolidate talk groups, split operations, etc. if necessary. As of now they are monitoring things daily and maintaining the normal levels of service. Andie thanked DEM and Bob Eastman for getting SNO911 some Covid test kits. Cloth masks are no longer allowed in the building, so they are hoping to get more masks, particularly some N95s.

5. **OLD BUSINESS:**

- A. **Fire Paging Workgroup – N/A**
- B. **First Due Workgroup – Brent Meyer.** First Due has reached out via email to the agencies to set up accounts - please get back to them on that. They are still working on the call data from CAD so that is in the works. They did ask that the project plan give more timelines to get out to the agencies. Per John Chalfant, the data collection for the departments is going well and they hope to get it wrapped up in the next 3 weeks. They would like each agency to establish an SME group within their department for training and getting ready for the roll out. John put the First Due Contact up in the chat: denniel.bailey@firstdue.com.
- C. **First Watch – Hospital Transport Status Dashboard – Kurt Mills.** After the last meeting SNO911 was asked to check with the agencies to see who was using the Hospital Transport Status Dashboard, and it was determined that only a handful of people were using it. Kurt turned the discussion over to Andie and Derek to demo the workflow they have come up with.
 - i. **DMCC Hospital Status in CAD/Mobile – Andie Burton & Derek Wilson.** Per Andie they went back to the drawing board as there was another issue brought forward regarding hospital diversions. There was a second request to not only make it visible in mobile, but to also clear out any diversion status that SNO911 had entered. Derek demo'd the workflow they came up with. Darryl brought up the point that we need to make sure we're coordinated so that when a DMCC activation is initiated, the other hospitals are aware of that and understand that they can't go on their own diversion, and if they need to, they need to contact the DMCC group and not the dispatch center. Per Bob Eastman, that should be happening now, but the problem is that there is a lot of rotation and turnover with hospital staff. Inevitably there will be some people that call dispatch staff because that's what they've always done.
- D. **Fire TAC Nominations and Elections – Eric Andrews.** Please see the draft that Chief Andrews put together for review. Terry reminded the group that right now the SNO911 ILA says that the

elections are in April following the Annual Agency Assembly. If Fire TAC wants to move elections to January every year, they will need to bring it before the Board. Motion made by Darryl Neuhoﬀ to make a recommendation to the SNO911 Board to change the Fire TAC elections to January of every year. Seconded by Thad Hovis. Unanimously approved.

6. NEW BUSINESS:

- A. Radio Emer with Wrong Personnel in CAD – Brent Meyer.** There has been an issue lately where CAD Emers are popping up showing the wrong personnel assigned. Not everyone has updated and removed radios from New World. Please go into the equipment module, un-assign them, make sure the radio is not active, and remove the radio from the agency ID. All of this information is in the bulletin from Brent that went out with the Fire TAC packet. Andie stated that this is causing a lot of stress on the floor, so please take care of this immediately.
- B. Location Alert Validation Procedure – Andie Burton, Derek Wilson, Chris Gass.** When the switch was made to New World, there wasn't a lot of location alert (also known as premise alert) validations done at the time. Now there is a group in Ops that is working on validating what is currently in the system, and implementing a regular validation process in the future. In short, there will be annual validations moving forward. SNO911 will need at least 1 or 2 points of contact for each agency to send alerts to. Chris Gass discussed this a little further and explained that there will now be a one year expiration cycle of alerts instead of the current no expiration status. Chris will follow up with an email after the Fire TAC meeting. Please assign and identify your contacts as soon as possible, and no later than Monday, January 31st. Contacts will be assigned if there is no response by the deadline.

7. GOOD OF THE ORDER: N/A

8. ADJOURN: The Fire TAC / Operations Committee adjourned at 3:08 p.m.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, February 16th at 1:30 p.m. via ZOOM.

**Snohomish County 911
Finance Committee
Meeting Summary for February 10, 2022 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	David Chan		Steve Guptill (arrived later)	✓
Jim Lawless	✓				
Staff Support Team					
Kurt Mills	✓	Angie Baird	✓	Terry Peterson	✓
				Sharon Brendle (notetaker)	✓

1. **Call to Order and Announcements.** Chief Dave DeMarco called the meeting to order at 1:30 pm.
 - Angie reported that Moss Adams has started the internal control audit.
 - She also reported that SNO911's Finance Coordinator has resigned, with Friday 2/11 as her last day. She said the vacancy leaves the department short staffed with only 1 full time and 1 temporary person. She explained that they may not be able to prepare some of their usual reports because of this staff shortage.
 - They have received an invoice from PERS in the amount of \$50,102.61 for a PERS 1 cash out of PTO time from an employee that retired 6 years ago. Angie explained that PERS is 6 years behind, and this should be the last of invoices related to the PERS 1 plan.
 - Kurt announced that David Chan is on vacation and will not be attending the meeting.
 - He also reported they are engaging with a firm to help with permanent and temporary placement for the vacant finance positions. Personnel Committee was told of this earlier in the week, and staff hopes to bring a proposal to the board next week.
2. **Reports.**
 - A. **Blanket Voucher Report.** Angie reported that there was a mix up with some checks, and one box was opened out of sequence with a few of those checks issued. **Jim Lawless moved to recommended the Board approve the Blanket Voucher Report for January, including checks 15456 - 15566 and 16500-16504, in the amount of \$1,408,887.30, and Payroll Direct Deposit in the amount of \$1,117,610.81. The motion was seconded by Dave DeMarco and approved.**
 - B. **Fund Balance Report.** Information only; no action is needed. Per last month's request the fund balance sheet now contains totals.
 - C. **2021 Yearend Financial Report.** Angie reported that expenditures last year came in at 97.8% of the budget, with a carryover of \$1,033,670. OT was reported at 160% last year, down from the usual 200%. Kurt reminded the committee that OT is not budgeted. Asked about revenue coming in at 104.2%, Angie explained that increase is from unexpected revenue, such as records request and Covid-19 grant money received.
 - D. **Radio Replacement Project Payment Tracking.** Informational report only; there were no questions.
3. **Old Business.**
 - A. **SNO911 ILA Updates.** Terry reported that a couple more changes were made 1) simplified the process for Police and Fire TAC to select their Chair and Vice Chair; 2) following a concern raised at the last board meeting where a legislative body sends 2 or more representatives, but cannot reach an agreement. In that case their vote would be forfeited when the vote was called.

4. New Business.

- A. Carryover funds.** Angie reported that the carryover amount came to \$1,033,669. She also reported that last year the board left \$39,050 in the operating fund to support a technical project (PulsePoint). Staff will be asking the board to authorize moving a total of \$1,072,719 to Capital Fund 80. She stressed the importance of not leaving funds in the operating fund at the end of the year due to a lack of visibility. She explained that they always want to bring the operating fund down to \$2 million at the end of every year. There was some discussion about the origin of carryover funds and how the capital fund is added to and if some of the dollars should be used to off-set assessments the following year. Kurt explained past ramifications with off-setting agency assessments, how the Capital Fund is never budgeted and historically carryover funds have been moved over to reserves and capital. Following additional discussion, the committee deferred the decision to the full board on how the funds should be managed. *Angie will email a copy of the fiscal policy to the committee members after the meeting. Kurt will expand on the APF, with more definition following today's discussion.*
- B. 2022 E911 PSAP Distribution.** Angie explained that this references the E911 tax revenue received from the E911 office. They had allocated the estimated amount as part of the 2022 budget. With the actual amount known, they need to allocate the anticipated residual of \$219,369. They recommend placing that amount into Reserves-Fund 90. **Jim Lawless moved to recommend the board authorize placing the balance of the 2022 E911 PSAP distribution of \$219,369 into Reserves Fund 90. Dave DeMarco seconded the motion and it was approved.**
- C. Review Future Facility Funding Plan.** Terry prepared a Power Point for viewing by the committee that he previously introduced to the Future Facility meeting. He recalled that the 2018 future facility study did contain an estimated construction cost, and explained that it contained some construction contingency, but not an overall contingency. After discussions with OAC, they have made some increases to the estimated budget, including shell space for additional growth. After reviewing South Sound's facility project, they have learned that it would be wise to build out some unimproved space for future needs. He also shared a slide showing possible funding sources. This topic was informational only, and is looking for feedback. He listed some next steps: review the ILA with the Board, then bring it back next month for approval; Kurt will also bring to the Radio Advisory Board later this month. The County will need to run it through their council before the County Executive can sign. SNO911 is also talking to OAC, as well as their partner Heartland & Assoc., to begin looking at properties that meet the Board's criteria. Their hope is to narrow down the funding, so that they will be ready to prepare letters of intent when possible properties are located and keep up with the process. Angie added they are also recommending a separate ILA with the County's Treasurer's office to hold the funds, since it will be such a large amount and the project will take place over a number of years. That ILA can be accomplished later.
- D. Draft SNO911/County ILA for Future Facility Bond.** Terry provided a draft version of the ILA, and explained that the County will sell bonds in the fall of this year. They receive funds on the sale and transfer those funds to SNO911's project bank account. They will need around 120 days before they sell bonds to know how much is needed to borrow. There will be a 15 year repayment schedule, and the loan cannot be repaid early, and they do not want to borrow too much. Due to a lack of taxing authority, the only thing that can be pledged (according to the ILA) is member assessments in the event of a lack of funding. SNO911's current ILA contains a clause on borrowing that covers this situation. Angie reminded the committee that all debt, in the event of dissolution, would be the responsibility of the member agencies. Terry said they plan to bring back a final draft of the ILA next month to the board for approval. Terry said he plans on sharing long-term forecasting information with the board. Angie pointed out that Capital or Reserves isn't fully funded yet through 2026. She said they will show a shortfall in 4 years.

- E. **APF - RRP Additional Parts Authorization for Radio Installation.** Terry explained that even after conducting multiple surveys they still didn't get the right number of parts needed. They are asking the board to allocate up to \$150,000 for installation supplies for opt-in agencies. He said he thinks this may be more than what they need. Dave DeMarco reported that there were a significant number of mobile ordering problems. Terry said he wouldn't be surprised if a similar request would come from opt-out agencies. Steve Guptill arrived to the meeting and explained that it appeared to him that the majority of the agencies did not let the team know what was needed, so by default, they ordered many dual head radios. Terry thinks they'll be able to move equipment around to fulfil the needs. **Steve Guptill moved to recommend that board authorize procurement of additional antenna needs as described in the APF, with a total not to exceed \$150,000, for all installation supplies for opt-in agencies. The motion was seconded by Jim Lawless and approved by all.**
- F. **RRP Fleet Expansion Requests.** Terry provided an update with two new requests. The Sheriff's office submitted two requests, one because they were adding 9 positions, and the other for Search and Rescue. Staff requests the board approve the Sheriff's request for 18 radios and to fund it out of Fund 140, with the \$65,000 request for SAR to be funded out of project contingency. After some discussion, the committee agreed to take this issue to the board for further discussion and a decision. Dave DeMarco left the meeting at 2:37 pm.
- G. **APF RRP Draft Change Order 7.** Terry recalled the previously Mill Creek and Machias Fire Station was planned in to the RRP scope for site development. Site owners asked to be removed, so a change order was prepared to remove the two sites from the contract, but keep the funding. Terry reported they want to do some additional review on the change order and will bring it back next month.
- H. **APF RRP US Primary Frequency Redesign Services.** Terry explained that the project had been designed using existing frequencies, half of which were Canadian primary. They have had to modify their use of those frequencies which has negatively impacted the resulting coverage. ADCOMM searched for US primary frequencies and found some that were available and were sufficient to replace the Canadian ones at two sites. This would better meet first responder needs in the County. The APF describes how coverage would be improved. They are asking for authorization to move forward with the design change. **Jim Lawless moved to recommend the board authorize staff to move forward with the US primary frequency redesign work described in this APF, including approving the associated change orders and other contracted work with a not to exceed total of \$250,000. The motion was seconded by Steve Guptill and approve.**
- I. **APF RRP Site Readiness 4.** Terry reported that the proposal covers the last of the site readiness work and will cover the remaining 3 sites. Day Wireless was the successful vendor. The contract is for \$160,000, but they will be asking for approval to enter into agreement with a 10% contingency to \$176,000. **Jim Lawless moved to recommend that the Board authorize the Executive Director to sign the Tower Site Readiness (IV) Services Contract as presented, pending any final legal review, with an amount not to exceed \$176,000. The motion was seconded by Steve Guptill and approved.**
- J. **Exemplary Service Recognition Program.** Terry explained that the agency's existing recognition policy allows specific recognition programs to be developed as long as they fit within the policy's guidelines. This program is different from other programs because the reward for exemplary service is additional PTO (Paid Time Off). He went on to describe the program's limitations and controls and described the behaviors and actions that would be significant enough to be recognized. Angie spoke about the risks with having recognition programs and the specific controls that will need to be put in place. Kurt described a recent event that would be the type of action that would fall under this category. This has also been shared with the Personnel Committee. **Jim Lawless moved to recommend the Board approve the Exemplary Service Recognition Program. The motion was seconded by Steve Guptill and approved.**

K. Education Assistance Program. Kurt explained that this program, not included in the Agenda, was shared with the Personnel Committee and Terry explained the proposal for the new program. This will be brought forward next month for the board for consideration.

5. Good of the Order. None.

6. Adjourn. The meeting was adjourned at 3:02pm. The next meeting is scheduled for March 10, 2022 at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for February 8, 2022, 9:00 a.m.
Location: Web Conference

Meeting Attendance:

Committee Members					
George Hurst, Chair	✓	Thad Hovis	✓	Jonathan Ventura	✓
Staff Support Team					
Kurt Mills	✓	Terry Peterson	✓	Angie Baird	✓
Amanda Duncan	✓				

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

The meeting was called to order at 9:00 am by Committee Chair, George Hurst.

- Staffing Report.** Terry presented the most recent staffing report and reported that the number of full time dispatcher vacancies is now at 10. A month ago it was at 7, there were a couple of trainee separations and one long-term employee medical separation.

Kurt mentioned one person is leaving due to the 12 hour schedule. There are two other known separations coming up, including the agency's finance/payroll person and one other dispatcher. Two other dispatchers are potentially going somewhere else as well.

For the Admin openings - the Finance manager and two LERT positions – all are actively open. There are four full time vacancies in wireless and tech staff. There are two Application Support Analyst positions open, one person has accepted the job offer and they are in the last part of the process. The Wireless Systems Supervisor position is still open, and they are asking for both supervisory and radio experience, which is hard to find. The agency is planning on promoting someone into the lead ECS position with a plan to work with them over a one to two year period to get them ready for supervisor promotion. If someone is promoted into the lead position they will need to backfill their ECS position. The last is the ECS position, and someone is in background check for that position. Kurt also reported that SNO911 is looking for new ways to reach candidates. They have attended the hockey heroes night, have started advertising on buses, along with airing radio ads on i Heart Radio.

- APF Finance Positions** – Angie reported there has been talk with CFO Selections asking for help with the Finance Manager position. Also discussed was doing a temporary contract for the finance/payroll position. She explained that they might come in for up to 24 hours/week to support the finance staff. SNO911's Finance Coordinator accepted a work from home job and will be leaving February 11th.

George Hurst moved to recommend that the board authorize staff to engage with a professional placement agency for both temporary placements not to exceed \$98,000 AND to negotiate services for permanent placement. Thad Hovis seconded, and the motion passed.

3. **APF – Records and Administrative Services Manager** - Kurt explained that SNO911 is moving law enforcement records work off the floor and creating a new department within the agency. The board authorized hiring two additional staff. Leadership recommends promoting the current supervisor to manager and placing these new people under her. Kurt explained that Law Records & Public Records are entirely different functions and that adding oversight of admin assistance warrants an elevation of this position. Chief Ventura moved to recommend the board approve changing the Records Supervisor position to Records and Administrative Services Manager, Grade 13, effective March 1st. Chief Hovis seconded. The motion passed.
4. **APF – Compensation Consultant** – Kurt reported that SNO911 has had a conversation with Edmonds' HR director who has a very positive impression of Compensation Connections. Staff has been working with the vendor to ensure they are aligned, and the recommendation includes development of a comprehensive compensation policy. The committee has selected Chief Hovis and Councilmember Hurst to be involved in the process and carry recommendations forward to the board.
Councilmember Hurst moved to recommend that the board authorize conducting a compensation study including development of a comprehensive compensation policy with the selected firm in an amount not to exceed \$20,000. Chief Ventura seconded, and the motion passed.
5. **Resolution to adopt NENA Call Answer Standards** – A Resolution will be presented to the board declaring support and adoption of the aspirational goal to meet or exceed the NENA standard for answering 9-1-1 calls: Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within fifteen (15) seconds. Ninety-five percent (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. Kurt discussed the fact that SNO911 is already achieving this standard but it's now a more official adoption through resolution. The committee supported the resolution.
6. **Draft Education Assistance Policy** – Terry reminded the committee that this is a new potential item for consideration. They are not asking for action today and are not planning on taking it to the board this month. He explained that he is bringing it to the committee for discussion in order to get feedback to make adjustments to this program. They have been discussing this with the internal committee that has been talking about recruitment and retention. They are looking for additional benefits that the agency can provide that don't necessarily cost a lot but speak volumes in terms of how much they appreciate their employees. Kurt mentioned that Terry shared how SNOCOM had a program like this and a few people who are in leadership roles within the current agency benefitted from that program. Chief Hovis recommended careful thought on what would be considered relevant study. Terry said he will bring this back, potentially next month, with more definition around related occupational fields and a recommended budget.

7. **Draft Exemplary Service Recognition Program** - Terry explained that the purpose of this proposal is to allow management the ability to recognize employees for extraordinary service. There will be a request from supervisors/managers that includes the circumstances of the activity, and the director will review and provide a recommendation for the award.
Chief Hovis moved to recommend the Board approve the Exemplary Service Recognition Program as proposed. It was seconded by Chief Ventura, and passed.
Chief Hovis also recommended that this program be forwarded to the Finance Committee for further consideration.
8. **Draft Updated Building Security PAM 7.6** This is an update to the current building and security policy. The last time this was issued was 2018. Changes made are related to naming the campuses, protocol for security, etc. Staff recommended that this request be placed on the consent agenda.
Chief Hovis moved to recommend the updated Building Security Policy, PAM 7.6, be placed on the Consent Agenda for Board approval. Chief Ventura seconded and the motion passed.
9. **Dispatcher: 12-hour Schedule** Terry said they are working on an MOU that defines the on-call process. Kurt said that the new work schedule has been under consideration for a long time, and they are trying to strike a work-life balance for the staff. He said it's different than anything they've done before but hopes it will give them a competitive advantage (working 14 days / month rather than 20).
10. **Round Table:**
- Kurt reported that they conducted a survey of the appointive staff a few months ago and will share the results and recommendations. The survey generally was positive.
 - Another product that came out of the 12 hour discussions was around relief employees, and the ability to schedule relief employees one day a week. Angie said there will likely be a cost to schedule relief employees, if minimum hours are exceeded.
 - Kurt discussed a resignation from last year that they followed up on with an independent review. The investigation concluded no laws were broken. Angie mentioned the decision to defend or to settle was made by their insurance provider, WCIA. Currently no claim has been filed.
11. **The meeting adjourned at 10:03 a.m. The next Personnel Committee Meeting is scheduled for Tuesday March 8, 2022.**

Snohomish County 911
Future Facility Committee
Meeting Summary for February 1, 2022, 1:00 – 2:00 pm
Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Jason Biermann	✓	Rich Llewellyn	✓
George Hurst	✓	Kristiana Johnson		Steve Guphill	
Staff Support Team					
Kurt Mills	✓	Angie Baird	✓	Sharon Brendle (notetaker)	✓
Terry Peterson	✓				
Guests					
Kevin Fromm - OAC	✓	Matt Anderson - Heartland	✓	Tyson Heriot - Heartland	✓

Chair Dave DeMarco called the meeting to order at 1:00 p.m.

- 1. Property Acquisition Process.** Kurt introduced Heartland, the real estate firm who is included in the contract with OAC. Matt Anderson and Tyson Heriot gave a brief presentation on the property acquisition process. He described the process as follows:
 - Identify potential properties. They have been using various methods to narrow down the field of properties that would be suitable for the project. Some properties are on the market, while others are not.
 - Evaluate the criteria to determine what the score is while taking all the factors into consideration.
 - Reach out to owners and visiting sites.
 - Write and submitting letters of intent, which is a non-binding agreement. (This would be ongoing while performing due diligence at the same time.)
 - Negotiate and draft a binding agreement
 - Deal with any pre-conditions to closing (i.e. wetlands property)
 - Sign a purchase and sale agreement and close on the property.

The process could take around 6 months, but could go longer depending on whether or not property issues need to be resolved. Kurt asked about utilizing a pre-authorization process where the committee is authorized to issue a letter of intent (LOI). The response was that since LOIs are not binding, there's minimal risk associated with issuing one. There was discussion about using an Executive Session in order to discuss potential property acquisition. Matt explained that Heartland would likely attend those sessions specific to property valuation and negotiations during Board meetings. Terry added that the attorney, Jordan Stephens, is very familiar with the process and will be able to advise the board during those Executive Sessions. Asked if there were any properties they were currently looking at, Matt reported that they have started their search and expect to be filtering through the sites before their next meeting with the committee. Tyson agreed and said they would be looking at the on-market sites first.

- 2. Delivery Method Evaluation Workshop: Review Recommendations.** Kurt recapped the workshop that was held in December and explained that OAC prepared a summary of the feedback and made

some recommendations. He is asking that the committee make a recommendation to the board to adopt those recommendations in order to allow the process to continue moving forward.

Rich Llewellyn moved to recommend that the board approve and utilize the PDB method (Progressive Design-Build) for the project and authorize proceeding with procuring property, preparing an application for the project review committee, and preparing procurement documents for the design-builder. The motion was seconded by George Hurst and approved by all committee members present.

3. **Review SNO911/County ILA for Bonding.** Terry provided a draft of the ILA in the packet. He also provided a few slides that show the latest in the overall project costs, including funding sources, and potential next steps.

Project costs:

- 2019 Facility Study Estimated \$43.8 million (30,000 sf on a 2.5 acre lot).
- Increased property cost estimate (adding 3 million for a total of \$5.5 million)
- Project contingency \$4 million
- Project adjusted for inflation to 2022 dollars (\$5 million) -- per OAC, every 6 months of time until construction begins will add \$1.5 million to the project.
- Shell space for additional growth (\$4 million).
- Total project estimate for 2022 \$55-60 million

Funding Sources:

County Bond	\$47.5 million	ILA Draft in review, will require County Council approval, with the bond sale in Fall, and proceeds by the end of the year.
SNO911 Capital Project	\$5.7 million	Already approved and available
EESCS Reserves	\$7.1 million	Earmarked through budget priorities, SNO911 Board to make official request in 2023 EESCS Budget.
2022 ECSF Revenue	\$1.25 million	Already approved through 2022 County Budget, SNO911 Board needs to move funds to Cap Projects.

Next Steps and Process:

- ILA Draft has been sent to the County's legal counsel
- February 1st - introduction to SNO911 Future Facility Committee
- February 10th - introduction to SNO911 Finance Committee
- March 10th - Finance Committee Review
- March 17th - SNO911 Board approval and Chair signs agreement
- April 12th - County Finance Committee
- Late April - County Council consideration to authorize the Executive to sign
 - Mid May if public hearing/notification is required (Ordinance process)
- Property acquisition process underway (letter of intent, negotiations, due diligence, etc.)

Terry explained that once the April action takes place, there are funds available in reserves and other funding sources that will allow the agency to move forward with acquiring a property. He also added that the County had provided some key points that they wanted to see in the ILA, and those are included. He further explained that the SNO911 ILA includes a clause that provides for using one of the member agencies in the event they needed to borrow for a large project. With the County's bonding schedule, SNO911 has until late Spring to

determine the project budget and finalize the amount they'll need to borrow. Terry also spoke about some restrictions that will go along with the use of public funds, or with tax exempt bonds. One mentioned is that SNO911 would not be allowed to lease space to a private entity. The county may also insert some additional restrictions. He added that the loan term would be 15 years, with 2 payments per year. The first payment in April is interest only, followed by a larger payment in the fall that would include interest and principle.

There was some additional discussion about cost over-runs and supply delays. Kevin Fromm, with OAC, said that they are closely watching the data and are working to determine the correct contingency amount for the project. They're also looking at South Sound's project and learning by what challenges they experienced.

4. Round Table.

- Kurt spoke about developing an internal project team. He said he's been thinking about this and has had conversations with others. Some of the questions include: should the agency have their own project manager; how much of the work can be absorbed by the existing staff; what type of external experts will be needed to represent the interests of SNO911.
- George asked about the 988 system (crisis response) and whether it would be impacting the current or future call center. Kurt reported that South Sound 911 had volunteered to host the 988 service on this side of the Cascades, and he also mentioned the 311 system (non-emergency number) and what would occur if that came to the community. These type of things will be taken into consideration with the additional shell space planned. More legislation is expected to come out of Olympia that will direct the future of those services.
- Kurt also reported that an internal future facility committee was recently created out of all segments of the agency. They have been examining center floor designs, and have reached out to 911 furniture providers and asked for conceptual drawings based upon their needs. He anticipates that they will come back with a recommendation of more space than what was shown in the original study. Once that is completed, the group plans to move onto the Systems Room design.
- Terry asked if committee members are still interested in re-visiting South Sound 911 now that the agency has moved into their new facility. There was consensus that this would be worthwhile, possibly in April.

5. The meeting was adjourned at 1:58 pm. The next committee meeting is scheduled for March 1, 2022 at 1:00 pm.