

SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
October 19, 2023 at 8:30 a.m.
Web Conference – Join Zoom Meeting

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

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

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

1. **Call to Order**
 - A. Roll Call
 - B. Announcements
 - i. ECSF Vacancy
2. **Public Comments (3 minute limit)**
3. **Approval of Agenda**
4. **Consent Agenda**
 - A. Minutes from the September 21, 2023 Regular Board Meeting3
 - B. September 2023 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1019-1020, and 17893-17983, for a total of \$710,448.26
 - ii. Payroll Direct Deposit, in the amount of \$1,214,150.56
 - C. Declare, as surplus, the list of legacy microwave assets as shown in Exhibit A8
 - D. Approve Resolution 2023-02, a Resolution Appointing Agent to Receive Claims for Damages.....10
5. **Old Business**
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 - B. Future Facility Budget Review (Exec Session)
6. **New Business**
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C.	Future Facility Committee	183
D.	County EESCS Committee (formerly County E911 Office)	
E.	County ECSF Program Advisory Board	
9.	Executive Session (if needed)	
10.	Good of the Order	
11.	Adjourn - The next meeting is scheduled for November 16, 2023	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

September 21, 2023

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

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order and Roll Call	A. Assistant Chief Jim Lawless called the meeting to order at 8:30 a.m. Roll was taken and a quorum was confirmed. B. Interim Chair Appointment – Kurt announced that when the Board President and Vice President aren't present, an interim chair must be elected. <i>Deputy Chief Jeraud Irving made the motion for Deputy Chief Lawless to chair today's meeting which was seconded by Commissioner Derek Daniels and approved unanimously.</i> C. Announcements – SNO911's Deputy Director Peterson briefed the group on the two caucus meetings that took place and reported that Large Fire has selected SRFR Assistant Chief Ryan Lindquist as one of the primary members and Everett Fire Assistant Chief Paul Gagnon as an alternate. Police 3 Caucus met as well, Lynnwood Police Chief Cole Langdon has been selected as an alternate.	
2. Public Comment	None.	
3. Approval of Agenda	<i>Councilmember George Hurst moved to approve the agenda as presented. The motion was seconded by Chief Jeff Beazizo and approved unanimously.</i>	Agenda approved

4. Consent Agenda	Councilmember Hurst moved to approve the Consent Agenda, including: A. Minutes from the August 17th, 2023 Regular Board Meeting B. May 2023 Blanket Voucher & Payroll Approval Form: i. Checks 1017 – 1018 and 17767 – 17892, for a total of \$1,844,792.16. ii. Payroll Direct Deposit, in the amount of \$1,214,350.16. Councilmember Richard Emery seconded the motion and it was approved unanimously.	Consent Agenda Approved
Employee Milestone Recognition.	Executive Director Kurt Mills recognized Deputy Director Terry Peterson's 25 years of service to the Agency and his contribution to public safety in many capacities. Accolades were shared by the group.	
Executive Session	Attorney Jordan Stephens moved the Snohomish County 911 Board of Directors into Executive Session at 8:38 am to discuss the Collective Bargaining Agreement with the Dispatchers' union. Director Mills introduced Rod Younker who will be presenting that piece. Pursuant to RCW 42.30.140 (4)(a) to review the proposals made in contract negotiations while in progress. The Executive Session was expected to run for 20 minutes and conclude by 8:58, with plans that they will return and rejoin the Regular Board meeting as described in the agenda. At 8:58 the Executive session was extended for 10 minutes. At 9:09 the Executive session ended and the Board moved back into regular session.	
7. Old Business	A. APF – SCEA CBA: Councilmember Hurst highly endorsed the agreement and moved to approve the successor collective bargaining agreement for October 1st, 2023 through June 30th, 2026. Chief Beazizo seconded and the motion passed unanimously.	Motion Approved
8. Director's Report	Nurse Triage System Executive Summary. Director Mills highlighted the continued progress on the nurse triage system. Deputy Director Peterson added a comment on the information being shared with the county on benefits of the program and noted the key takeaways are having the ability to remove some of the low acuity EMS calls for the hospitals and match care options with real time needs versus just transporting them to a hospital. He noted that the Fire Community is very eager for this program to begin and that grant funding has been received from North Sound ACH to cover the one time implementation charge and year one subscription cost. This is for information at today's meeting and a formal APF will be presented at the October Board meeting.	
9. New Business	A. Future Facility – Phase 1B. Director Mills gave some background on the two action items in front of the Board today. SNO911 is currently moving into phase 1B where schematic design is being finalized and the Guaranteed Maximum Price (GMP) can be identified. The second item is a product of supply chain challenges; while the generator is a component of the construction phase, SNO911 is asking for approval today because of the long lead times on that specific product. i. APF – Phase 1B Lydig Contract. This contract focuses on locking down final design elements and	



Action Proposal Form

Date 10/6/2023

Title: Microwave Asset Disposal

Background / Purpose:

The items recommended for surplus/disposal include legacy equipment removed from radio sites as part of the Radio Replacement Project.

The list of these microwave radio system items are show in Exhibit A are in process of being removed from SNO911 radio sites and will be moved to the Marysville warehouse awaiting disposal. The Radio Replacement contract with Motorola includes the disposal of legacy technology equipment. This type of equipment is not required to be sent as surplus to the Department of Enterprise Services as per Subsection 30.40.50 of the Washington State Administrative and Accounting Manual as of August 1, 2023.

Step 1: Declare all of the tech items identified as surplus, per Exhibit A.

The Finance Committee reviewed and recommended that this action be placed on the Consent Agenda for approval.

Suggested Action/Recommendation:

Declare, as surplus, the list of legacy microwave assets in Exhibit A.

Fund: Not Applicable

Exhibit A

Asset Tag	Site being removed from	Serial Number	Item Description	Current Value	Purchase Value
WT1736	GRANITE FALLS SITE	NONE	POWER CONVERSION 4850TC-CE	\$0	\$1,000
WT1737	GRANITE FALLS SITE	NONE	POWER CONVERSION 4850TC-CE	\$0	\$1,000
WT1739	GRANITE FALLS SITE	NONE	POWER CONVERSION TWPP-48-200-CE	\$0	\$1,000
WT10612	CLINTON SITE	NONE	RAD RICI-41T1	\$0	\$2,000
WT10613	CLINTON SITE	NONE	RAD RICI-41T1	\$0	\$2,000
WT10608	CLINTON SITE	NONE	HARRIS MICROWAVE	\$0	\$20,000
WT11141	CLEARVIEW SITE	51050898	GNB Z1Z1107595	\$0	\$10
WT11147	CLEARVIEW SITE	A12071J1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT11142	CLEARVIEW SITE	650007095	RAD RICI-41T1	\$0	\$2,000
WT11143	CLEARVIEW SITE	651002613	RAD RICI-41T1	\$0	\$2,000
WT11146	CLEARVIEW SITE	M0738368	HARRIS 201-099945-001	\$0	\$99
WT11108	BOTHELL NIKE SITE	A56148	FUJITSU FLM 150	\$0	\$150
WT11111	BOTHELL NIKE SITE	51050894	BLACKBOX Z1Z1107595 HUB	\$0	\$10
WT11112	BOTHELL NIKE SITE	A12071H1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT11110	BOTHELL NIKE SITE	M0738342	HARRIS 201-099945-001	\$0	\$99
WT10632	BOTHELL NIKE SITE	651002609	RAD RICI-41T1	\$0	\$2,000
WT10633	BOTHELL NIKE SITE	651002611	RAD RICI-41T1	\$0	\$2,000
WT1233	APPLE COVE SITE	648002871	RAD RICI-41T1	\$0	\$2,000
WT1203	APPLE COVE SITE	A12071F1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT1214	APPLE COVE SITE	A56136	FUJITSU FLM 150	\$0	\$150
WT10131	GUNNYSACK HILL SITE	6480007195	RAD RICI-41T1	\$0	\$2,000
WT10132	GUNNYSACK HILL SITE	6480007181	RAD RICI-41T1	\$0	\$2,000
WT10133	GUNNYSACK HILL SITE	51050904	BLACKBOX Z1Z1107595 HUB	\$0	\$10
WT10126	GUNNYSACK HILL SITE	A12071E1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT10127	GUNNYSACK HILL SITE	M0738365	HARRIS 201-099945-001	\$0	\$99
WT10129	GUNNYSACK HILL SITE	A56051	FUJITSU FLM150	\$0	\$150
WT3521	KING LAKE SITE	521055GP01	POWER CONVERSION POWER SHELF	\$0	\$1,000
WT1452	MARYSVILLE TANK SITE	51050905	BLACKBOX Z1Z1107595 HUB	\$0	\$10
WT1423	MARYSVILLE TANK SITE	M0738348	HARRIS 201-099945-001	\$0	\$99
WT1421	MARYSVILLE TANK SITE	A55266	FUJITSU FLM 150	\$0	\$150
M0647007	MOUNTLAKE TERRACE SITE	M0647007	HARRIS 201-099945-001	\$0	\$99
WT10197	MOUNTLAKE TERRACE SITE	A12071G1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT10205	MOUNTLAKE TERRACE SITE	51050901	BLACKBOX Z1Z1107595 HUB	\$0	\$10
WT10202	MOUNTLAKE TERRACE SITE	648007194	RAD RICI-41T1	\$0	\$2,000
WT10203	MOUNTLAKE TERRACE SITE	648007193	RAD RICI-41T1	\$0	\$2,000
WT10220	MOUNTLAKE TERRACE SITE	NONE	HARRIS SD-107059	\$0	\$39
WT10201	MOUNTLAKE TERRACE SITE	A56095	FUJITSU FLM150	\$0	\$150
WT1145	RUCKER HILL SITE	A12071C1	HARRIS 155-11 Non Prot Repeater	\$0	\$20,000
WT1144	RUCKER HILL SITE	51050900	BLACKBOX Z1Z1107595 HUB	\$0	\$10
WT1140	RUCKER HILL SITE	648002872	RAD RICI-41T1	\$0	\$2,000
WT1141	RUCKER HILL SITE	648002874	RAD RICI-41T1	\$0	\$2,000
WT1128	RUCKER HILL SITE	M073843	HARRIS CONTROL ALARM UNIT	\$0	\$99



Action Proposal Form

Date: 10/19/2023

Title: Resolution Appointing Claims Agent

Background / Purpose:

RCW 4.96.020 requires that the Board of Directors for SNO911 to appoint, by resolution, an agent to receive any claim for damages made under Chapter 4.96 RCW. In 2021, the Board appointed the Executive Director as claims agent. This Resolution 2023-02 provides updated agency information and designated an alternative claims agent (Deputy Director) in the event of the Executive Director's absence.

Suggested Action/Recommendation:

Approve Resolution 2023-02, a Resolution Appointing Agent to Receive Claims for Damages.

Funding: N/A

References: Resolution 2023-02

After Recording please mail to:
Snohomish County 911
1121 SE Everett Mall Way, Suite 200
Everett, WA 98208

RESOLUTION NO. 2023-02

A Resolution Appointing Agent to Receive Claims for Damages

WHEREAS, RCW 4.96.020 provides that Snohomish County 911 shall appoint an agent to receive any claim for damages made under Chapter 4.96 RCW and that all claims for damages against Snohomish County 911 or against Snohomish County 911's officers, employees, or volunteers, acting in such capacity, shall be presented to such agent within the applicable period of limitations within which an action must be commenced; and

WHEREAS, RCW 4.96.020 also provides that the identity of the agent and the address where he or she may be reached during normal business hours of Snohomish County 911 are public records and shall be recorded with the Snohomish County Auditor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SNOHOMISH COUNTY 911, as follows:

Section 1. Appointment of Claims Agent. The Board of Directors of Snohomish County 911 hereby appointments the below listed agent to receive any claims for damages made under Chapter 4.96 RCW:

Agent Appointed: Executive Director
Alternate Agent (if primary unavailable): Deputy Director
Office Address: Snohomish County 911
1121 SE Everett Mall Way #200
Everett, WA 98208
Business Hours: Monday-Friday, 8 a.m. to 4:30 p.m.

Section 2. Record. The staff of Snohomish County 911 shall record this document with the Snohomish County Auditor.

Section 3. Repealer. Any resolution or portion thereof inconsistent with this Resolution is hereby repealed including, without limitation, Resolution No. 2021-01.

ADOPTED by the Board of Directors of Snohomish County 911 this 19th day of October, 2023.

By: Jon Nehring, President

ATTEST:

By: Terry Peterson, Secretary

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Action Proposal Form

Date: October 16, 2023

Title: Nurse Navigator Recommendation

Background / Purpose:

Increasing demand in both the volume and the nature of 911 calls has forced the EMS system in Snohomish County to look at alternative methods to respond to lower acuity calls. Following a demonstration and interest from SNO911 fire agencies, the Snohomish County Fire Chiefs Association (SCFCA) established a sub-committee to conduct a market evaluation, and bring back a recommendation to implement a nurse triage system. Their action included a request to have SNO911 be the central contract holder and share the cost with the fire agencies using the SNO911 assessment formula. The total annual cost varies depending on how many calls are transferred to the service. The expectation is the system will cost approx. \$350k-\$450k per year.

SNO911 went through a competitive procurement process, and with the sub-committee's help, selected GMR Nurse Navigator as the best system to fit the established needs. North Sound ACH has agreed to fund the implementation services and year one subscription fees. A MOU to facilitate the reimbursement process is attached.

At their October 2, 2023 meeting, the SCFCA made a motion to approve the program which included sharing costs not funded by North Sound ACH through the SNO911 assessment formula.

The Finance Committee recommended the Board approve this proposal.

Suggested Action/Recommendation:

Authorize the execution of the GMR Nurse Navigator agreement, in a form substantially as presented, pending final legal review.

Authorize the execution of the North Sound MOU, in a form substantially as presented, pending final legal review.

Fund: Fund 70, to be reimbursed by North Sound ACH, otherwise any additional program costs to be shared through a special assessment using the SNO911 formula to all fire agencies in the county.

SNOHOMISH COUNTY 911 NURSE NAVIGATION AGREEMENT

THIS AGREEMENT is made and entered into between SNOHOMISH COUNTY 911, of Snohomish County, Washington ("SNO911") and Innovative Practices, LLC, a Delaware limited liability company ("Firm"). This Agreement is effective on the date the parties execute this Agreement, or the date of the last signature if the parties do not sign on the same date ("Effective Date").

1. Scope of Services. SNO911 retains Firm to perform the Services designated in **EXHIBIT A** "the Services" together with such other services as requested by SNO911. All services provided shall be performed at the direction of SNO911. Firm agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. SNO911 reserves the right to approve the primary personnel designated by Firm to perform services under this Agreement. This Agreement is not intended to create a relationship in which SNO911 contracts exclusively with Firm for similar or related services or in which the Firm serves SNO911 as its sole client. SNO911 reserves the right to use the services of other Firms for both general and specific projects at SNO911's sole discretion.
2. Term. This Agreement shall be for a term of one (1) year from the Effective Date and shall automatically renew for subsequent one (1) year periods. Provided, however, either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party by certified mail, return receipt requested, to the other party's business office.
3. Payment. Payment for the Services and Deliverables referenced on **EXHIBIT B** shall be made as follows:
 - 3.1. Cost of Services. Should the Firm either perform or propose to perform services or incur expenses to which it believes it should be entitled to compensation in excess of the stated limit either for the total or for one or more itemized tasks, SNO911 shall not be obligated to pay for such services or expenses unless the excess compensation has been negotiated between the parties prior to the performance of the services or incurring of the expenses.
 - 3.2. Billing Procedures. The Firm shall submit invoices (which are inclusive of any applicable taxes) for services rendered to SNO911 for approval and payment on a monthly basis. Payment shall be made within 30 days of receipt of the invoice following verification and approval of the invoice by SNO911. Firm shall submit complete documentation for the invoices in a form acceptable to SNO911.
 - 3.3. Full Payment. Payment provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - 3.4. Partial Payment. If any Services covered by this Agreement are suspended

or abandoned by SNO911, the Firm shall be paid for services performed prior to the date that written notification of abandonment is provided to Firm; provided, however, such payment shall only be owing if Firm performed such services in a professional and non-negligent manner consistent with the terms of this Agreement.

4. Ownership of Documents. Ownership of Documents created pursuant to this Agreement shall be determined as follows:

- 4.1. Work Product. As a result of providing the Services to SNO911, the Firm will generate professional service materials in the course of performing tasks on a work-for-hire basis. These materials encompass various forms, including but not limited to conventional project documents such as hard-copy drawings, designs, specifications, call records, patient records, and related reports some of which may take form of computer-ready data, databases, and other electronic formats. Collectively, all such generated professional service materials are referred to as the "Work Product." SNO911 acknowledges that this Work Product consists of professional service materials. However, any Work Product exclusively created under the terms of this Agreement will become the property of SNO911 upon full payment of all owed fees to the Firm. SNO911 will hold all copyrights to this Work Product, and the Firm commits to transferring all ownership rights of this Work Product to SNO911. SNO911 recognizes the Firm has developed the NMTARA protocols and acknowledge the use of these protocols and ongoing configuration of the protocols remain the property of GMR. The authenticity, integrity, or completeness of Work Product provided in electronic format ("Electronic Files") cannot be assured by the Firm. SNO911 will release, indemnify, and hold the Firm, along with its officers, employees, associates, and agents, harmless against any claims or damages arising from the utilization of Electronic Files. Electronic Files will lack stamps or seals and should not be employed for purposes other than their original intended use.
- 4.2. Work Product Modifications. Upon its sole risk, SNO911 may make modification to the Work Product without the prior written authorization of the Firm. SNO911 agrees to waive any claim against the Firm arising from SNO911's reuse or modification of any such Work Product.
- 4.3. Possession of Work Product. The Firm shall hold on SNO911's behalf, original reproducible copies of all designs and as-built drawings for a period of three (3) years for the date of substantial completion. Computer-ready data shall be provided to SNO911, if requested, on a data disk compatible with SNO911's computer equipment and programs. Firm may not use Work Product specifically developed for and paid for by SNO911, for non-SNO911

projects, without the prior written authorization of SNO911 upon such terms and conditions imposed by SNO911.

5. Indemnification. Firm shall defend, indemnify and hold SNO911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of SNO911.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Firm and the SNO911, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Insurance.

- 6.1. Insurance Term. The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

- 6.2. No Limitation. The Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the SNO911's recourse to any remedy available at law or in equity.

- 6.3. Minimum Scope of Insurance. The Firm shall obtain insurance of the types and coverage described below:

- 6.3.1. 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.

- 6.3.2. 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, stop-gap independent contractors and personal injury and advertising injury. SNO911 shall be named as an additional insured under the Firm's Commercial General Liability insurance policy with respect to the work performed for SNO911 using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

- 6.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 6.3.4. Professional Liability insurance appropriate to the Firms' profession.
- 6.4. Minimum Amounts of Insurance. The Firm shall maintain the following insurance limits:
 - 6.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 6.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - 6.4.3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.
- 6.5. Other Insurance Provisions. The Firm's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect SNO911. Any insurance, self-insurance, or self-insured pool coverage maintained by SNO911 shall be excess of the Firm's insurance and shall not contribute with it.
- 6.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 6.7. Verification of Coverage. The Firm shall furnish SNO911 with electronic copies of certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- 6.8. Notice of Cancellation. The Firm shall provide SNO911 with written notice of any policy cancellation within two business days of their receipt of such notice.
- 6.9. Failure to Maintain Insurance. Failure on the part of the Firm to maintain the insurance as required shall constitute a material breach of contract, upon which SNO911 may, after giving five business day notice to the Firm to correct the breach, immediately terminate the Agreement 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 SNO911 on demand, or at the sole discretion of SNO911, offset against funds due the Firm from SNO911.
- 6.10. SNO911 Full Availability of Firm Limits. If the Firm maintains higher insurance limits than the minimums shown above, SNO911 shall be insured for the full available limits of Commercial General and Excess or Umbrella

liability maintained by the Firm, irrespective of whether such limits maintained by the Firm are greater than those required by this Agreement or whether any certificate of insurance furnished to SNO911 evidences limits of liability lower than those maintained by the Firm.

7. Conflicts of Interest. Firm agrees not to perform similar services for private parties on projects within SNO911 if the performance of such services conflict in any way with the Firm's performance of the Services for SNO911.
8. Warranty. Firm agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Firm are based upon information supplied by SNO911 and others, Firm is entitled to rely on such information.
9. Independent Contractor. The Firm and SNO911 agree the Firm is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Firm nor any employee of the Firm shall be entitled to any benefits accorded to SNO911 employees by virtue of the Services provided under this Agreement. SNO911 shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Firm or any employee of the Firm.
10. Special Services. Special services may be required in conjunction with the Services that are outside the professional expertise of Firm. When, in the opinion of the Firm, such expertise is required to complete the Services, the Firm shall so advise SNO911. SNO911 may directly obtain such special professional expertise and pay the cost thereof or, SNO911, at its sole discretion, may direct Firm to retain such special expertise and pay the cost thereof, subject to reimbursement by SNO911 plus ten percent (10%) for administration, taxes and insurance.
11. Compliance With Laws. The Firm shall, in performing the Services, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the Services.
12. Assignment of Contract/Subcontractors. Firm shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior SNO911 approval.
13. Dispute Resolution.
 - 13.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 13.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, 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 both 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 the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.
- 13.3. 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. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 13.4. 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.
14. Miscellaneous.
- 14.1. Entire Agreement. This Agreement, and its attachments, contains the entire understanding between SNO911 and Firm relating to the Services. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Firm for SNO911 that are outside the scope of Services under this Agreement shall be performed pursuant to separately negotiated written agreements.
- 14.2. Non-Waiver. Waiver or forbearance by SNO911 of any provision of the Agreement or any time limitation provided for in this Agreement shall be limited to the single instance of waiver or forbearance and shall not constitute an agreement by SNO911 to waive or forbear in the future with

respect to similar instances, nor shall any such waiver or forbearance constitute a waiver or forbearance with respect to any other provision of this Agreement.

- 14.3. Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Snohomish County Superior Court.
- 14.4. Savings Clause. If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.
- 14.5. Document Use. Reuse of any such materials by SNO911 on any extension of this project or any other project without the written authorization of Firm shall be at SNO911's sole risk.
- 14.6. Responsibility for Others. Firm shall be responsible to SNO911 for Firm Services and the services of Firm subcontractors. Firm shall not be responsible for the acts or omissions of other parties engaged by SNO911 nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 14.7. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
- 14.8. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mail, postage prepaid, certified mail requested. Notice shall be sent to the following individuals:

To SNO911:

Executive Director
SNO911
11211 SE Everett Mall Way, Suite 200
Everett, WA 98208
kmills@sno911.org

To Firm:

Innovative Practices, LLC
c/o Global Medical Response, Inc.
4400 State Hwy 121, Suite 700
Lewisville, TX 75056
Namon Huddleston, VP Nurse Navigation
Namon.Huddleston@GMR.net
470-258-1990

With copy to:

c/o Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111

Dated: _____, 2023
SNOHOMISH COUNTY 911

Dated: _____, 2023
FIRM

By: _____

By: _____

EXHIBIT A SCOPE OF SERVICES

The Firm shall implement and maintain a nurse navigation program in conjunction with SNO911's emergency medical services system. The nurse navigation program matches a low-acuity 911 caller to the correct level of care based on the caller's reported medical needs. The nurse navigation program utilizes nurses and physician-approved protocols to guide callers to the proper level of care. The Firm will provide systematized caller interrogation using the script provided by the nurse navigation system so that the most appropriate time-based resource may be utilized to care for the patient.

The Scope of Services is described more thoroughly in the attached Addendum 1 to Exhibit A. Addendum 1 to Exhibit A is an excerpt of the Firm's proposal. If the proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Firm expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between SNO911 and the Firm.

EXHIBIT A – Addendum 1

COVER LETTER

1. A cover letter/statement of interest indicating the Firm's interest in working for SNO911, current schedule availability and highlighting its qualifications to perform services related to emergency management. Please refer to selection criteria for proposed timeframe.

June 23, 2023

To: Terry Peterson, Snohomish County 911 Representative
Snohomish County 911 (SNO911)
1121 SE Everett Mall Way | Suite 200 Everett, WA 98208
tpeterson@sno911.org

Re: REQUEST FOR QUALIFICATIONS, RFQ# 2023-016
Nurse Triage Advice and Alternate Care Coordination Services

Thank you for the opportunity to demonstrate how Global Medical Response's (GMR) **Nurse Navigation** program can implement a compelling solution for Snohomish County's 911 callers with low priority medical complaints who are searching for the best options for urgent care.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country, there is only one option available: An ambulance transport to an emergency department (ED). GMR's Nurse Navigation program is changing that paradigm with a new model that right-matches the most appropriate options for care based on each caller's specific medical needs. Implementing Nurse Navigation will allow SNO911 to maintain availability of limited EMS and first responder assets for more severe, life-threatening calls, while simultaneously directing low priority callers to more cost-effective and suitable services. GMR Nurse Navigation has been implemented in progressive 911 Communication Centers across the country, including Seattle and Vancouver, WA, and it can be easily configured to meet the needs of a demographically diverse community such as Snohomish County.

GMR has carefully reviewed SNO911's request for qualifications, and is proposing a full service, nurse-based, low-priority call screening program for SNO911 that will determine whether an emergency response is necessary and provide alternative options for callers who do not require an ambulance transport to an ED. GMR Nurse Navigation is the only nurse-based 911 call screening and care coordination service of its kind, developed by EMS experts specifically for 911 Communications Centers. GMR is the parent company of American Medical Response ambulance service and other leading emergency services brands, collectively responding to millions of 911 calls annually nationwide. GMR built the Nurse Navigation program based on our own experience with the challenges of attempting to meet the needs of low priority and frequent 911 callers with a system designed primarily for life-threatening emergencies. Nurse Navigation offers these callers options, still accessed through the 911 system, but designed to meet their care needs. Nurse Navigation has now screened more than 110,000 911 callers, providing better services for our customers' communities while reducing demand on 911 ECCs and first responders.

Our responses to each requirement and qualification can be found on the following pages. We look forward to your review. My colleague, Joshua Rose (508-808-1158, Joshua.Rose@GMR.net) will serve as your primary contact throughout this process. Additionally, if needed, my contact information is included in the signature section of this letter. I am an authorized signatory, able to enter into an agreement on behalf of GMR.

We look forward to participating in this important process and exploring opportunities to provide appropriate, reliable, timely and cost-sensitive services. If you have any concerns or require further elaboration, please contact either of us via phone or email. Thank you very much for your time and consideration.

Respectfully submitted,



Namon Huddleston | VP, GMR Nurse Navigation
Namon.huddleston@gmr.net | 470-258-1990

INTRODUCTION AND NURSE NAVIGATION OVERVIEW

The GMR team appreciates SNO911's interest in nurse-based 911 low priority call screening and care coordination. We are grateful for this opportunity to share our qualifications as the nation's largest and most established provider of these services.

Communities across the country are facing a growing challenge: The rate of 911 calls is steadily increasing, and the available assets for emergency medical response have not been able to keep pace. There are multiple causes, but the effects are clear – long response times, frustrated patients, and overstressed providers. In every 911 system, a significant and growing portion of medical calls are for cases identified as "low priority", i.e., patients who may not require immediate medical intervention and a lights-and-sirens transport via ambulance to an Emergency Department. In fact, many of these patients refuse transport after first responders and ambulance teams arrive, further demonstrating that an emergency response was likely unnecessary.

GMR's Nurse Navigation provides a pathway for 911 Communications Centers to provide an enhanced screening of these low priority calls prior to sending a response, and effectively and safely identify whether an EMS response will actually be needed. This allows 911 systems to keep dispatchers and response teams available for life-threatening emergencies, while guiding low priority callers to options for their care that can more appropriately meet their needs.

Our Nurse Navigation program is successful because it is specifically designed to fill in gaps in the delivery of emergency medical services for patients who may have never intended to visit an ED but call 911 because they do not know where else to turn for assistance. Our Navigators use state-of-the-art technology and processes to provide referred callers with an enhanced medical screening and guide them to best options for care, which may include a telehealth physician visit, a trip to an urgent care clinic, a visit with a mental health clinician, or even guidance back to their primary care provider.

Nurse Navigation represents one of the first truly transformative advancements in the delivery of emergency medical services in more than two decades, and we believe it will become the standard of care for 911 Emergency Communications Centers in the near future.

NURSE NAVIGATION HISTORY

GMR's Nurse Navigation program started in Washington, D.C. in 2018. GMR was approached by our partners at DC Fire and Emergency Services (DC FEMS) with a request to design an innovative solution to their challenges related to an overuse of the 911 system by callers with low priority complaints and the associated impacts on a limited set of EMS resources. At the time, the DC FEMS department was managing one of the highest unit-hour utilization rates for fire and EMS services in the country, and department personnel and assets were at a breaking point. Working collaboratively with the Department's Chief, Medical Director, and the District Mayor, GMR designed and implemented the "Right Care Right Now" program, which has since navigated tens of thousands of patients and prevented thousands of unnecessary EMS responses and associated hospital visits each year.

With the after-effects of the COVID-19 pandemic and associated challenges causing similar impacts to EMS staffing and resource deployment nationwide, the DC Right Care Right Now program evolved into GMR Nurse Navigation and has grown to more than 20 sites and 13 states, supporting 911 systems covering more than seven million residents. Since inception, more than 110,000 911 calls have been referred to Nurse Navigation.

NURSE NAVIGATION WORKFLOW

To better understand why the GMR Nurse Navigation program is the best fit for SNO911's needs, it may help for us to explain the basic Nurse Navigation workflow. Nurse Navigation will integrate seamlessly with SNO911's existing PSAP center based on your current utilization of the Medical Priority Dispatch System emergency medical dispatch (EMD) process.

As SNO911 is already aware, in a traditional EMD process, the 911 call taker uses a series of questions to determine the nature and acuity of a caller's complaint. Once the call is assessed, the dispatcher will send the appropriate resources to provide care and potentially transport the patient to an ED. In many systems, the timing of the response is immediate (or as soon as a resource is available), and the resource options are limited to Advanced Life Support (ALS) ambulances and first responders.



Once Nurse Navigation is implemented in a 911 system, referral to a nurse becomes another option for the 911 dispatcher (in addition to first responders and ambulances) for selected low acuity calls. In this scenario, the 911 call taker will obtain the patient's consent to be directly connected to a nurse who can assist in identifying the best options for their medical care. The dispatcher will then transfer the call to a GMR Nurse Navigator as shown in the diagram below. Additionally, 911 systems can configure field-based Nurse Navigation access to also allow EMS responders to connect the patient directly to a nurse after they have initiated patient contact. Either path provides additional options for patients with low priority complaints that could be appropriately cared for outside of the ED.

The Nurse Navigator follows a proprietary, closed-ended, physician-developed algorithm to perform a more detailed assessment of the patient's needs and identify the correct time frame and locus of care. The algorithm, NMTARA (Needs Matched Time Appropriate Resources Allocation), places the patient into one of six time windows to receive additional medical care, ranging from immediate to as long as 24 – 48 hours later. The algorithm will also identify the most appropriate option to receive care based on the medical resources available in the patient's community.



GMR's used our unparalleled experience in the delivery of emergency medical services and the operation of emergency communications centers, along with the expertise of our dedicated nurses and subject matter experts, to develop the Nurse Navigation program. It has now successfully been installed at numerous large EMS systems around the country. The result, which has been repeated at every installation of Nurse Navigation, is a 911 system that better meets the needs of every patient by keeping EMS resources available for higher priority callers and navigating lower priority patients to the best options for their care. Please see the current operation map below. (Gray labeled sites are scheduled to go live within the next 90 days.)

EXHIBIT B COMPENSATION

SNO911 shall pay the Firm as follows:

A one-time implementation fee (year one only) of \$60,000, which covers Implementation Services. "Implementation Services" include: dedicated Project Manager and client services team, in-person kickoff and re-occurring steering committee meetings, IT and protocol collaboration, Medical Director joint review and approvals, creation of white labeled community outreach / marketing materials and vanity 888 number, creation of customized reporting, alternative destination network education and build-out, Lyft coordination / reporting, Lyft transportation when requested and arranged by NN, EMD training templates, 24/7 nurse coverage, staffing and management levels adjusted in real time to meet demand. Implementation Services are intended to be completed within 90 days of an initial formal Implementation meeting. \$30,000 shall be payable to the Firm within 30 days of the Effective Date. The remaining \$30,000 shall be payable to the Firm within 30 days of the completion of the Implementation Services.

Once implementation is complete and the nurse navigation program is up and running, the following fee schedule shall apply:

Monthly Call Volume Range	Monthly Cost
Less than 100 calls referred to Nurse Navigation	\$10,300 per month
101 to 200 calls referred to Nurse Navigation	\$15,750 per month
201 to 300 calls referred to Nurse Navigation	\$21,250 per month
301 to 400 calls referred to Nurse Navigation	\$26,750 per month
401 to 500 calls referred to Nurse Navigation	\$32,250 per month
501 to 600 calls referred to Nurse Navigation	\$37,750 per month
601 to 750 calls referred to Nurse Navigation	\$46,000 per month
*3% annual increase effective each anniversary date of this Agreement	

Memorandum of Understanding
Between
North Sound Accountable Community of Health
and
Snohomish County 911

This Agreement is entered into this **1st day of October, 2023**, by and between **North Sound Accountable Community of Health** ("North Sound ACH"), a Washington nonprofit corporation having its principal place of business at 2219 Rimland Drive, Suite 361, Bellingham WA 98226 and **Snohomish County 911** ("Contractor"), a Washington interlocal nonprofit corporation, whose place of business is at 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208

1. BACKGROUND

This agreement outlines the process and scope of work that the Contractor and North Sound ACH have established with Contractor. The ACH and Contractor both seek to serve public safety and wellness needs in tribal communities.

2. SERVICES

The Contractor agrees to be part of the North Sound ACH Collaborative Action Network (see Exhibit A) and provide services for North Sound ACH as outlined in attached Exhibit B (Scope of Work) of this agreement. The Contractor, as an independent contractor, recognizes that they are not an employee of North Sound ACH, partner, or joint venture or otherwise related to North Sound ACH for any purpose and, as such, is not entitled to any compensation, wages, bonuses, or benefits other than the fees and reimbursement of expenses outlined in this Agreement.

The Contractor shall not assign this Agreement or delegate its duties hereunder and shall not subcontract any of the consulting services to be performed hereunder without the prior written consent of the North Sound ACH. North Sound ACH hereby expressly acknowledges and consents to Contractor's engagement with Global Medical Response for its Nurse Navigation program, as described further in Exhibit B Scope of Work.

3. FEES & EXPENSES

Fees: North Sound ACH will reimburse Contractor based on completion of deliverables outlined in Exhibit B, Scope of Work. North Sound ACH will make an **initial payment of \$30,000** to Contractor upon execution of the contract. North Sound ACH will make additional payments to Contractor on a monthly basis through 2024. The payment amounts will be the amount that Contractor has expended pursuant to Exhibit B Scope of Work, but shall be no more than \$30,000 each month. To receive payments, SNO911 shall provide North Sound ACH a monthly invoice with a brief description of the project's implementation status. Total Payments to the contractor may not exceed **\$425,000** for work performed and expenses through this contract period.

Insurance: Contractor will, at its own expense, have in effect insurance coverage of such amounts

and types usually maintained by independent contractors which may include but not limited to liability insurance, workers compensation, and errors and omissions coverage.

Duty to Report Income: The Contractor acknowledges and agrees that it is an independent contractor and not an employee of the ACH and that it is Contractor's sole obligation to report as income all compensation received pursuant to this Agreement. The Contractor further agrees that the ACH is not obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to the Contractor pursuant to the terms of this Agreement.

4. ROLES & RESPONSIBILITIES

Contractors will have the following roles and responsibilities, in accordance with and subject to this Agreement, and applicable law:

- Collaborating with the ACH and other partnering providers in good faith to advance equitable well-being in the North Sound region as it relates to public safety and emergency medical call-taking and dispatching;
- Acknowledge North Sound ACH as a partner and collaborator, using citation guidelines to be provided by the ACH Communications team;
- Complying with North Sound ACH reporting requirements, including but not limited to timely and accurate reporting in accordance with performance measures, project milestones, and timelines specified in the Scope of Work; and
- Providing such other information as reasonably requested by Contractor.

5. RECORD RETENTION AND AUDITING

Retention of Records: Each party shall retain all records ("Records") relating to its activities under this agreement for a period of not less than six years, or as otherwise required by applicable law and regulations.

Sufficiency of Records: The Records shall be sufficient to support confirmation that all data submitted to the ACH is accurate and complete.

Audit: All Records relating to this agreement are subject at all reasonable times to inspection, review, or audit by the ACH and other state and federal officials so authorized by law, rule, regulation, or agreement.

6. DATA SHARING AND PRIVACY

Sharing Confidential Information: The parties acknowledge that they may need to share Confidential Information. "Confidential Information" means information of a Party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary.

Obligations of Confidentiality and Restrictions on Use: A Party receiving Confidential Information from the other Party (the "Receiving Party") shall not: (a) use the Confidential Information of the Party making the disclosure (the "Disclosing Party"), except as necessary to perform its obligations or to carry out the Project Plan; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted. The

Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

Disclosure of Confidential Information to Representatives: The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Compelled Disclosure: If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Exceptions: The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Obligations Upon Termination: Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

7. INJUNCTIVE RELIEF

Contractor acknowledges that the injury to the ACH resulting from any violation by it of any of the covenants contained in this Agreement will be of such a character that it cannot be adequately compensated by money damages, and, accordingly, the ACH may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation; and no bond or other security shall be required in connection with such injunction.

8. TERM

This Agreement shall be effective beginning **October 1, 2023** and shall continue until **December 31, 2024** provided, however, that either the ACH or Contractor may terminate this Agreement in whole or in part at any time upon 90 days' written notice to the other party. In the event of termination or upon expiration of this Agreement, Contractor shall return to the ACH any and all equipment, documents, or materials, and all copies made thereof, which Contractor received for the purposes of this Agreement.

9. INDEMNIFICATION

The Contractor shall indemnify and save the ACH harmless from and against all claims arising in favor of any person, firm, or corporation on account of personal injury or property damage in any way resulting from the improper or illegal acts of Contractor, its employees, or agents. The foregoing indemnity shall include all costs incurred by the ACH, including reasonable attorney fees.

10. NOTICES

All notices and billings shall be in writing and sent via first class mail to the ACH and Contractor at their respective addresses set forth at the beginning of this Agreement, or to such other address as either party shall notify the other party by notice given hereunder.

11. GENERAL

This Agreement shall be governed by the laws of the State of Washington.

This Agreement constitutes the entire understanding between Contractor and the ACH respecting the consulting services described.

The failure of either party to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. SIGNATURES:

Contractor Signature	Printed Name	Date Signed
North Sound ACH Signature	Printed Name	Date Signed

Exhibit A – Commitments of Collaborative Action Network

North Sound ACH convenes individual, community and organizational leaders to learn, collaborate and take action together with these guiding principles:

- We honor tribal sovereignty and learn from tribal leaders' experience in holistic, intergenerational approaches to well-being, healing and stewardship.
- The work is place-based and centered around community and lived experience.
- We use targeted universalism as a framework, and reject zero sum approaches to advancing equitable well-being and addressing systemic racism.
- Belonging is both a vital condition and a practice. We endeavor to assure everyone can see themselves in the ongoing process of co-creating equitable well-being.

As part of the Collaborative Action Network **Snohomish County 911** agrees that:

- All community members deserve to have equal access to public safety and emergency medical services.

Snohomish County 911 commits to work with regional partners as we:

- Endeavor to dismantle and heal inherited legacies of exclusion and trauma; expand the vital conditions that all people need to thrive, and create new legacies for well-being and justice.
- Adopt a shared action and learning framework, and common metrics to maximize our collective impact.
- Use our influence to -
 - o Actively champion the goals, values and priorities within our own spheres of influence.
 - o Share leadership and shape priorities of regional partner convenings.
 - o Support well-being measurement – helping to secure, promote and use measures.
 - o Share learning and action opportunities with network and community members.
 - o Share practices and policies in plain language, enhancing understanding among network and community members.

Exhibit B – Scope of Work

Summary:

Increasing demand in both the volume and the nature of 911 calls has forced the EMS system in Snohomish County to look at alternative methods to respond to lower acuity calls. Snohomish County 911 (SNO911), Snohomish County EMS (SCEMS), and the Snohomish County Fire Chiefs (SCFCA) association are considering the implementation of a nurse triage system to provide another response option for low acuity EMS calls that do not require an emergency room visit. This often-underserved population need more options to better respond to their needs.

Global Medical Response (GMR) is a privately owned medical transport company that treated 14.6 million patients last year and employs 38,000 people. The Nurse Navigation arm of their business provides a pre-hospital solution whose mission fills the gaps in the delivery of emergency medical services for patients who may never intended to visit an Emergency Department but called 911 because they didn't know where to turn for assistance. GMR's Nurse Navigator program is an established national program that covers millions of people at more than 20 sites in 13 states.

An element of the Nurse Navigator screening process that helps guide these non-acute calls to the best options for care may include a telehealth physician visit, a trip to an urgent care or to a Federally Qualified Health Center (FQHC), a visit to a mental health clinician, or even guidance to the patient's primary care provider. Often a barrier to care is transportation. The Nurse Navigator program contracts with Lyft to provide transportation to clinics when the patient does not have transportation.

GMR, SNO911, and the Snohomish County EMS Medical Director will utilize dispatch determinate codes to decide which calls will be transferred to the Nurse Navigator. The determinate codes that are used in this program are customizable and can start with a narrow focus and then expand as all parties become more comfortable with what calls are transferred. This gives agencies in Snohomish County an opportunity to re-identify our responses by matching the needs of the patient to the most appropriate, most efficient, and cost-effective access to their healthcare needs while reducing responses keeping valuable resources available. Finding innovative ways to answer calls for service while keeping valuable units available touches on sustainability and will stabilize our services in the future.

Activities/Deliverables:

Implementation of GMR Nurse Navigator System will provide health care solutions that will benefit the 911 response system, the hospital system, and help the underserved population to receive equitable access to healthcare. Fire and EMS is in a unique position to meet the community in their homes, and in their safe place. This insight can be leveraged to identify trends and find opportunities on how to overcome barriers to care.



ACTION PROPOSAL FORM

Date: 10/16/2023

Action Title: Personnel Administrative Policy Revisions

Background / Purpose:

The agency is conducting a comprehensive review of all policies to ensure regulatory and legal compliance, along with non-impactful language cleanup. The Personnel Administrative Manual (PAM) consists of sixty-seven current policies. In order to provide a report of changes in an effective manner, this report is divided into two sections:

- I. Miscellaneous language cleanup – a list of PAM revisions that do not impact change to the policy content. Examples: the name of the agency was fully capitalized in all the policies, this is being changed to reflect proper grammar; properly describing Director titles for the Finance and Human Resources departments, etc...
- II. Revisions not requiring legal review - revisions to policy language to correspond with current practices, updated references and organizational goals. Edited versions of each impacted policy is provided in this packet. The revisions in this category do not impact collective bargaining agreements or working conditions.

Section I: Miscellaneous language cleanup

Presented below is a listing of policies with a brief explanation of the revisions (copies were provided in the committee packet).

PAM	TITLE	Description
1.1	Introduction	Capitalization cleanup
1.3	Purpose, Authority & Jurisdiction	Capitalization cleanup
2.1	Standards of Conduct	Capitalization cleanup
2.2	Smoke and Tobacco Free Workplace	Capitalization cleanup
2.3	Drug and Alcohol Free Workplace	Capitalization cleanup
2.4	Fragrances in the Workplace	Capitalization cleanup
2.5	Selling and Solicitation	Capitalization cleanup
2.7	Personal Appearance	Capitalization cleanup
2.8	Safety and Health	Capitalization cleanup
3.1	EEO & Reasonable Accommodation of Disability & Religion	Capitalization cleanup
3.2	Recruitment for Vacant Positions	Capitalization cleanup and minor edits
3.3	Probationary Periods	Capitalization cleanup
3.9	Local Government Whistleblower Protection	Capitalization cleanup

5.5	Time Clock/Time Cards	Capitalization cleanup
5.13	Business Travel & Reimbursement	Capitalization, titles
5.16	Employee Recognition	Capitalization cleanup
6.7	Domestic Violence Leave	Capitalization cleanup
7.2	Equipment Issue and Care	Capitalization cleanup
7.4	Operation & Maintenance of vehicles	Capitalization cleanup
7.5	Acceptable Use of Technical Resources	Capitalization cleanup
7.6	Building & Security	Capitalization cleanup
7.7	Use of Personal Equipment for Remote Support	Capitalization cleanup
7.8	Use of Advanced Authentication for Remote Access	Capitalization cleanup

Section II. PAM revisions not requiring legal review

The revisions made to the following policies (listed in table below) were not impactful to any regulatory compliance and as such, did not require legal review. The edited version of each policy was provided in the committee packet.

PAM	TITLE	Description
1.2	Core Ideology	Added signature line
1.5	Chain of Command	New title for union
3.6	Separation and Termination	Language cleanup
3.7	Personnel Records	Language cleanup
3.10	Appointments to the Office of Training and Standards	Language cleanup
4.1	Performance Evaluations	Director title updated
4.2	Internal Investigations	Process identified clearly
4.3	Corrective Action	Language cleanup
5.4	Jury Duty	Language cleanup

The Personnel Committee recommended the board approve the proposed changes.

Recommendation/Motion:

Recommend approval of all policy revisions as presented.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #1.1**

INTRODUCTION

Issued 5/23/2018

Revised 10/11/2023

~~SNOHOMISH COUNTY~~Snohomish County 911's Personnel Administrative Manual serves as general guidelines to ~~SNOHOMISH COUNTY~~Snohomish County 911's current employment practices and procedures. These guidelines are designed to:

1. Support the mission and values of this organization;
2. Provide an equitable system of personnel administration throughout ~~SNOHOMISH COUNTY~~Snohomish County 911;
3. Ensure that recruitment, selection, placement, promotion, retention, and separation decisions are based upon qualifications, abilities, and fit, and comply with federal and state laws; and
4. Ensure, protect, and clarify the rights and responsibilities of employees.

Employees should read the policy manual carefully and keep it for future reference.

INTENT OF POLICIES

These policies are not intended to be a contract, express or implied, or a guarantee of continued employment with ~~SNOHOMISH COUNTY~~Snohomish County 911. Unless a collective bargaining agreement provides otherwise, all employees of ~~SNOHOMISH COUNTY~~Snohomish County 911 are considered at-will employees and may be terminated from ~~SNOHOMISH COUNTY~~Snohomish County 911 at any time, with or without cause and with or without notice. Nor do these policies guarantee any specific treatment in specific circumstances. No supervisor, manager, or representative of ~~SNOHOMISH COUNTY~~Snohomish County 911 other than the Executive Director has the authority to enter into any agreement with an employee for employment for any specified period, or to make any written or verbal commitments contrary to the foregoing.

SCOPE OF POLICIES

These policies apply to all ~~SNOHOMISH COUNTY~~Snohomish County 911 employees. In cases where these policies conflict with any ordinance, state or federal law, or collective bargaining agreement, the terms of that law or contract prevails. In all other cases, these policies apply.

CHANGING THE POLICIES

As the need arises, the Executive Director may modify these policies. The Executive Director may deviate from these policies in individual situations, particularly in an

emergency, in order to achieve the primary mission of ~~SNOHOMISH COUNTY~~Snohomish County 911.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #1.2**

CORE IDEOLOGY

Issued 5/23/2018

Revised

~~5/1/2019~~10/11/2023

INTRODUCTION

Acceptance of a position in our organization is a pledge to fully support our mission and core values, and to follow the Code of Ethics as a professional guideline. The tasks of our organization place us in a highly visible position of trust and responsibility. This requires a special commitment where we can demonstrate **visible evidence of professionalism, a desire to follow lawful policy and procedure, and an ability to perform our duties.** Our organization is the *essential link* between our citizens and the public safety responders.

MISSION

Snohomish County 911 is an integrated emergency services team providing the vital lifeline between responders and the community. We are committed to excellence and innovation in all aspects of our communications and technology services in order to promote the safety and welfare of those we serve.

VALUES

Integrity:

Demonstrating personal responsibility through ownership of our actions.

Vision:

Readiness for the future through planning and innovation.

Excellence:

Commitment to the highest standards in every service we provide.

Empathy:

Demonstrating unbiased caring and patience.

Proactive:

Forward thinking that anticipates next steps, then following through.

CODE OF ETHICS

As an employee of ~~SNOHOMISH COUNTY~~Snohomish County 911, my fundamental obligation is to serve the citizens of the community and to uphold the ethics of ~~SNOHOMISH COUNTY~~Snohomish County 911. While I consider the way I choose to conduct my private affairs a personal freedom, I accept responsibility for my actions, as well as inactions, while on duty or off duty, when those actions bring disrepute on the public image of ~~SNOHOMISH COUNTY~~Snohomish County 911, my fellow employees and the agencies served by ~~SNOHOMISH COUNTY~~Snohomish County 911. I will perform all my duties in a professional and competent manner. I consider professionalism and good judgment in the use of my authority to be a significant element of public trust. I accept that I must consistently strive to achieve excellence in learning the necessary knowledge and skills associated with my duties. I understand the importance of maintaining my physical fitness and mental alertness so that I am capable of performing my duties. I am expected to be truthful and honest in my dealings with others. I will seek affirmative ways to comply with the standards of my agency and the lawful directions of my supervisors. I will treat others with courtesy at all times. I consider it to be a professional weakness to allow another's behavior to dictate my response. I will not allow others' actions or failings to be my excuse for not performing my duties in a responsible, professional, and expected manner. I will not allow my personal feelings, prejudices, animosities, or friendships to influence the responsibilities entrusted to my job. I will affirmatively seek ways to avoid conflicts and potential conflicts of interest that could compromise my official authority or public image. I hold the authority inherent in my position to be an affirmation of the public's trust in me as a member of ~~SNOHOMISH COUNTY~~Snohomish County 911. I do not take this trust lightly. As long as I remain in this position, I will dedicate myself to maintaining this trust and upholding all the ideals of this chosen profession.

I have read and understood the above described Code of Ethics and accept the expectation to uphold this Core Ideology throughout my employment with Snohomish County 911.

Employee Name

Signature

Date Signed

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #1.3**

PURPOSE, AUTHORITY, AND JURISDICTION

Issued 5/23/2018

Revised 10/11/2023

ORGANIZATIONAL PURPOSE

The primary purpose of ~~SNOHOMISH COUNTY~~Snohomish County 911 is to provide emergency communications, which include the timely receipt and processing of 9-1-1 and other emergency telephone calls, dispatching of public safety agencies, and support of emergency services within the region. The policies and procedures contained in this Manual have been developed to establish a firm foundation on which to build and nurture the high professional standards we must adhere to in providing our services in a manner that will gain the respect and confidence of the public, of the public safety agencies served, and of the entire criminal justice system.

All employees must recognize that these policies and procedures are not intended to cover each and every situation that may arise in the discharge of their duties or in their personal activities. It is recognized that circumstances may arise in which individual judgment and discretion may need to be exercised. In exercising such discretion, employees are to be guided by law, the mission, code of ethics, and core values of the agency.

It shall be the responsibility of all employees to read and become aware of the contents of this Manual and maintain it in accordance with instructions set forth herein. Effective upon the issuance date of this edition of the Manual, all preceding editions shall be void.

AUTHORITY AND JURISDICTION

Authority of the Organization: Snohomish County 911 is established pursuant to the laws of the State of Washington and an Interlocal Agreement between the member agencies receiving public safety communication services from ~~SNOHOMISH COUNTY~~Snohomish County 911. All authority granted to the Executive Director shall be in accordance with Constitutions and laws of the United States and State of Washington, the Interlocal Agreement, the Board of Directors and the guidance of the Technical Advisory Committees.

Jurisdiction: All persons hired by ~~SNOHOMISH COUNTY~~Snohomish County 911 shall carry out the duties and responsibilities of their position on behalf of our user agencies and in support of public safety and emergency services within Snohomish County. It is also the duty and responsibility of every employee receiving public safety reports or requests for public safety services from persons outside the geographical boundaries of Snohomish County to redirect the information without undue hardship to the caller in a timely, professional, efficient, and reliable manner to the agency having jurisdiction, or to

notify that agency in the manner aforesaid.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #1.5**

CHAIN OF COMMAND

Issued 5/23/2018

Revised 10/11/2023

PURPOSE

To provide guidance for employees on the purpose and use of the chain of command.

DEFINITIONS:

Chain of Command: The formal channels at ~~SNOHOMISH COUNTY~~Snohomish County 911 that distribute authority and provide a path for dissemination of information, both upward and downward.

Authority: Each leader (director, manager, supervisor, and supervisor support) within ~~SNOHOMISH COUNTY~~Snohomish County 911 has a distinct role and authority within his/her department. Many roles also have specific cross-functional authority which spans departmental lines.

POLICY

It is the general policy of ~~SNOHOMISH COUNTY~~Snohomish County 911 to require personnel to properly use their assigned chain of command to ensure a high level of effective and efficient execution of ~~SNOHOMISH COUNTY~~Snohomish County 911's mission.

PROCEDURE

The hierarchy of the chain of command is defined in ~~SNOHOMISH COUNTY~~Snohomish County 911's organizational chart.

UNLAWFUL ORDERS

~~SNOHOMISH COUNTY~~Snohomish County 911 staff shall NOT obey any order from a supervisor or manager which they know or reasonably believe would require them to commit an illegal act. If a member has concerns as to the legality or propriety of an order, he/she shall express concern and request clarification to the issuing supervisor or refer to a higher-ranking member through the chain of command.

BYPASSING THE CHAIN OF COMMAND

Employees are expected to adhere to the chain of command within reason. The Chain of Command policy does not prohibit employees from communicating or cooperating with others in the organization who are not their direct supervisor or manager; rather, the chain

of command creates the structure to allow the efficient and effective execution of our mission. Also, certain personnel policies of ~~SNOHOMISH COUNTY~~Snohomish County 911 will require employees to report to someone other than their direct supervisor in the chain of command. Any manager who feels the chain of command has been bypassed unnecessarily will direct that employee back to his/her supervisor.

COLLECTIVE BARGAINING MATTERS

Represented employees, which includes Mmembers of the American Federation of State, County and Municipal Employees (AFSCME) Council 2, dually represented by the Snohomish County ~~911~~Employee Association (SCEA-911), and the Public Safety Employees Union (PSEU), should address union-specific matters directly to SCEA union officials. Any employee may use the chain of command to request policy clarification and to seek information, but may not act as a bargaining agent to management unless sanctioned by the ~~SCEA~~labor organization to do so.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.1**

STANDARDS OF CONDUCT

Issued 5/23/2018

Revised 10/11/2023

The efficient, effective, and safe operation of ~~SNOHOMISH COUNTY~~Snohomish County 911 requires professional conduct and willful support of the mission of ~~SNOHOMISH COUNTY~~Snohomish County 911. The following is a non-exclusive list of violations of the Standards of Conduct:

- Dishonesty, including but not limited to dishonesty in securing employment or promotion, or falsification of records and documents;
- Failing to obey the laws of the United States of America, the laws of Washington State, city and county ordinances, and the lawful orders of the courts;
- Failing to obey the lawful orders of a superior;
- Speaking disrespectfully to any superior;
- Failing to protect the confidentiality or permitting the misuse of any communication, investigation, testimony, record, or other job-related information as prescribed by law, regulation, or practice;
- Using a position for personal gain, to solicit or conduct personal business or to coerce others;
- Participation or membership in activities or groups whose purpose is subversive in nature or adversely affects or controls the work or services of such employee in their official capacity;
- Engaging in solicitation or political activity while on duty;
- Failing to follow all safety regulations or to report safety hazards, accidents or injury to their supervisor;
- Misuse of or damage to ~~SNOHOMISH COUNTY~~Snohomish County 911 property, records, or other materials;
- Discourtesy toward the public, officials, and other employees;
- Disorderly conduct while on duty;

- Using profane language;
- Making statements or acts, oral, electronic or written, which tend to bring ~~SNOHOMISH COUNTY~~Snohomish County 911 or its employees into disrepute, ridicule, or destructive criticism in the official performance of their duty or which impairs, tends to interfere, or subverts the reasonable supervision or proper discipline of members of ~~SNOHOMISH COUNTY~~Snohomish County 911;
- Contacting the Board of Directors, council members, Police and Fire TAC's or any employee thereof except through regular channels;
- Making unwarranted, prejudicial or biased statements involving investigations that may lead to liability against any agency or insurance carrier;
- Consumption of drugs, substances or other intoxicants while on duty, or reporting to work while under the influence of such substances;
- Refusing to perform assigned work unless to perform such work would constitute a safety hazard;
- Engaging in sexual or other unlawful harassment, discrimination, or retaliation;
- Inefficiency, incompetence or indifference in the performance of duties;
- Lost time from work that is not protected leave under federal or state law (abuse of sick leave, tardiness, leave without pay, unauthorized absence);
- Unwillingness or inability to support the lawful mission, code of ethics, policies, procedures, rules and practices of ~~SNOHOMISH COUNTY~~Snohomish County 911.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.2**

SMOKE AND TOBACCO FREE WORKPLACE

Issued 5/23/2018

Revised 10/11/2023

POLICY

It is the policy of ~~SNOHOMISH COUNTY~~Snohomish County 911 to provide working conditions which promote a safe and healthy work environment for all. ~~SNOHOMISH COUNTY~~Snohomish County 911 complies fully with the Washington State Clean Indoor Air Act (RCW 70.160) in restricting smoking and other tobacco use.

SCOPE

All areas within agency facilities and vehicles are smoke and tobacco free, without exception. This policy covers the smoking of any tobacco products, the use of any vaping products and the use of oral tobacco products or “spit” tobacco, and applies to both employees and visitors. Tobacco products include but are not limited to cigarettes, pipes, cigars, chewing tobacco, and snuff. All employees share in the responsibility of adhering to and enforcing this policy.

TOBACCO FREE AREAS

The use of tobacco products shall be permitted outside of ~~SNOHOMISH COUNTY~~Snohomish County 911 facilities as long as the employee or visitor is at least twenty-five (25) feet away from the entrances, exits, air intake vents or operable windows. Employees and visitors must dispose of products properly.

ELECTRONIC CIGARETTES FREE AREAS

The use of Electronic Cigarettes is banned in all places where tobacco products are banned.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.3**

DRUG AND ALCOHOL FREE WORKPLACE

Issued 5/23/2018

Revised 10/11/2023

POLICY

~~SNOHOMISH COUNTY~~Snohomish County 911 is committed to providing and maintaining a drug and alcohol-free workplace. Employees who are under the influence of alcohol or illegal controlled substances are prohibited in the workplace. This restriction does not apply to persons taking prescription drugs as prescribed by a physician or dentist provided such use *does not impact the employee's ability to perform job duties or endanger others*. Employees taking legal drugs shall inquire with the health care provider or pharmacist and notify Human Resources in writing when the prescription drugs may affect job performance prior to reporting to work.

Marijuana, even if used in compliance with state law regarding medical marijuana, is an illegal controlled substance.

Legal drugs that are not used as prescribed are considered illegal controlled substances within the intent of this policy.

SCOPE

Unlawful manufacture, distribution, dispensing, possession, or use of alcohol or illegal controlled substances is strictly prohibited in the workplace. Employees may not report to work or remain at work while under the influence of alcohol or illegal controlled substances.

Employees shall notify the Executive Director no later than five (5) days after any conviction for the use or distribution of illegal controlled substances.

REHABILITATION

Employees will not be terminated for *voluntarily* seeking professional assistance and notifying the employer of a substance abuse problem. Information on assistance programs may be sought through supervisors, managers, Human Resources, the employee insurance plan, or contact with the Employee Assistance Program.

Notwithstanding, discovery of a substance abuse problem or violation where the employee *has not notified the employer* of the problem or violation prior to a discovery may result in termination.

DRUG TESTING

Employees shall not be subject to random drug testing. Individual drug testing based on reasonable suspicion of being under the influence of alcohol or illegal controlled substances may be conducted. The Executive Director (or designee) will be contacted by the supervisor/manager if evidence exists suggesting an employee is under the influence while on duty. Employees who refuse a drug test under such circumstances may be terminated.

Job applicants must consent to and pass a post-job offer drug screening test. Applicants who currently use drugs or currently abuse alcohol are not eligible for hire.

ENFORCEMENT GUIDELINES:

- Progressive discipline up to and including termination
- Mandatory substance abuse rehabilitation
- Reasonable suspicion drug testing

REFERENCES:

- Americans with Disabilities Act (ADA) of 1992.
- Board of Directors Resolution: Drug Free Workplace dated December 18, 1990.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.4**

FRAGRANCES IN THE WORKPLACE

Issued 5/23/2018

Revised 10/11/2023

PURPOSE

It is the fundamental obligation of this organization and its employees to ensure the comfort and safety of employees. Given that chemically sensitive individuals may react to different products with widely varying degrees of severity, it is the intent of ~~SNOHOMISH COUNTY~~Snohomish County 911 to minimize the difficulties experienced in the workplace by both employees and visitors subject to chemical/fragrance sensitivities. Employees and visitors should refrain from using products in the workplace which could act as irritants to others or cause them to experience unpleasant physical effects.

DEFINITIONS

Fragrances include any product which produces a scent strong enough to be perceptible by others, including but not limited to colognes, perfumes, aftershave products, lotions, powders, deodorants, hair sprays, other hair products, and other personal grooming products.

SCOPE

Staff entering areas frequented by employees (workstations, restrooms, break rooms, locker rooms, etc.) shall refrain from using any fragranced products. Employees shall apply hair products outside of the workplace and shall not reapply in areas utilized by ~~SNOHOMISH COUNTY~~Snohomish County 911 employees. All hand and/or body lotions used in employee workspaces, or applied before entering employee workspaces, shall be fragrance free. Employees are responsible for ensuring that clothing worn to work is also free of fragrances.

RESPONSIBILITY AND ENFORCEMENT GUIDELINES

Supervisors and managers are responsible, through direct observation, for ensuring that employees and visitors are following the policy, as well as addressing concerns brought to their attention by other staff. Any staff wishing to report a fragrance introduced into the workplace by another staff should do so through their supervisor. If the employee is uncomfortable addressing their supervisor, the employee should contact their Department Manager or Human Resources.

DOCUMENTATION REQUIREMENTS

Any supervisor or staff member who becomes aware of a fragrance problem is required to document the notice and use the established notification procedures.

ENFORCEMENT

Employees violating this policy may be required to go home and promptly return after removing the fragrance, and/or change clothes, as is applicable. The employee will not be compensated for this time (unpaid time off).

Repeated violations will result in more severe corrective and/or disciplinary action.

Additionally, supervisors failing to appropriately and adequately respond to violations of this policy shall be subject to corrective and/or disciplinary action.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.5**

SELLING AND SOLICITATION

Issued 5/23/2018

Revised
10/11/2023

POLICY

Most forms of selling and solicitation are prohibited in the workplace because they can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of ~~SNOHOMISH COUNTY~~Snohomish County 911 and employee property. This policy applies to all employees of ~~SNOHOMISH COUNTY~~Snohomish County 911. The Executive Director may, at his/her sole discretion, make exceptions to this policy when it is determined to be in the best interest of ~~SNOHOMISH COUNTY~~Snohomish County 911 (e.g., NW Harvest, United Way fund drive). This policy has been established in accordance with Article 8, Section 7 of the Washington State Constitution.

GENERAL GUIDELINES:

1. What is "solicitation"?
"Solicitation" is the requesting of an employee's time, money, or other resources for any cause, whether by an individual or group, and regardless of whether for financial or non-financial reasons. Solicitation may involve individuals or groups engaging in direct sales, recruitment, placing of signs and posters, and other activities resulting in the anticipated benefit of the individual or group.
2. Persons not employed by ~~SNOHOMISH COUNTY~~Snohomish County 911 may not solicit, survey, petition, or distribute literature on ~~SNOHOMISH COUNTY~~Snohomish County 911 premises at any time. This prohibition includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Individuals who wish to do business with employees of ~~SNOHOMISH COUNTY~~Snohomish County 911 shall be referred to management. Exceptions to this rule may be made in special circumstances if the Executive Director determines an exception would serve the best interest of the organization and its employees.
3. Employees may not solicit for any purpose during work time. Work time includes both the soliciting and the solicited employee's work time (i.e., the time for which the employee is paid and expected to be performing services for ~~SNOHOMISH COUNTY~~Snohomish County 911). Reasonable and non-disruptive forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area.
4. The use of ~~SNOHOMISH COUNTY~~Snohomish County 911's e-mail system or any other center resource for non-job-related solicitations is strictly prohibited.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.7**

PERSONAL APPEARANCE

**Issued 5/23/2018
Revised
10/11/2023**

POLICY

During work time, employees are expected to present a clean and neat appearance and to dress appropriately. The intent of this policy is to allow comfortable clothing and footwear that reflects a measure of respect for the professional and safe work environment of public safety communications. All employees should exercise sound judgment with regard to personal appearance, dress and grooming to enable them to be the most effective in the performance of their duties.

SCOPE

Employees are required to present a professional appearance at all times when representing ~~SNOHOMISH COUNTY~~Snohomish County 911, including when attending off-site meetings and training. ~~SNOHOMISH COUNTY~~Snohomish County 911 routinely has visitors from outside agencies and vendors within our facility; therefore, it is necessary for us to present ourselves as professionals. Employees shall not report for work, training or meetings in any attire not authorized by this policy. Staff shall use professional standards in determining the appropriateness of any type of attire not described within this policy. This list is not all- inclusive and is meant to provide guidelines. If you are unsure of what is appropriate, please ask your supervisor or Human Resources.

GENERAL GUIDELINES:

- No writing, emblem, or pictures on clothing that pertains to alcohol, drugs, violence, politics, or other provocative or controversial topics.
- Standard jeans are acceptable as long as they are clean and in good repair.
- Provocative or revealing outfits are prohibited.
- Clothing that is transparent and/or reveals undergarments are not appropriate.
- Beach or athletic attire is unacceptable. Undershirts as a main garment are unacceptable.
- All shirts must have collars (stitched or folded).
- Sleeveless shirts, tops, dresses, blouses, etc. must be tailored and professional in appearance (no muscle type shirts or backless attire).
- Tailored shorts of modest length are acceptable during non-business hours.
- Dresses and skirts should be of a modest length, while standing or sitting.

- Footwear - Open toe footwear, including sandals are not necessarily prohibited; ~~However,~~ however, no beach type footwear (thongs, flip-flops etc.) will be allowed in the workplace. It will be up to department managers to define and enforce acceptable standards for footwear based on safety and professionalism. ~~General guidance is, if a shoe shows more foot than shoe, it is probably not appropriate for the workplace.~~

- **GROOMING AND HYGIENE**

~~Unkempt~~ Lack of personal grooming, a disheveled appearance and poor personal hygiene are unacceptable.

Employees who appear for work in violation of this policy may be sent home and directed to return to work in proper attire and/or hygiene. Under such circumstances, employees will not be compensated for the time away from work. ~~Any employee~~ Violations of this policy which result in the use of PTO (will be charged as UPTO when being sent homeaway for inappropriate attire), will may be cause for disciplined, up to and including termination of employment ~~and may be required to use PTO (classified as UPTO).~~

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #2.8**

SAFETY AND HEALTH

Issued 5/23/2018

**Revised
10/11/2023**

INTRODUCTION

It is our policy to provide a workplace free from recognized health and safety hazards. It is the responsibility of all employees, at all levels, to practice work habits that support and promote safe and healthful work conditions. To be successful, all employees must incorporate the proper attitudes toward injury and illness prevention. No employee should ever perform a task or work with equipment that he/she considers to be unsafe.

~~SNOHOMISH COUNTY~~Snohomish County 911 establishes standards of operation and performance and makes them known to all employees. Employees who intentionally violate safety or health rules will be subject to disciplinary action.

FIRE PREVENTION

Employees should do everything possible to safeguard the facility from damage by fire. Employees can help prevent fires by keeping their work area clean and free of rubbish, and by observing all rules regarding fire prevention. Holding fire doors open by use of wedges or other means is prohibited.

HAZARD COMMUNICATION

~~SNOHOMISH COUNTY~~Snohomish County 911 provides a safe workplace for its employees based on guidelines established by the Occupational Safety and Health Administration and other available recommendations. We comply with all federal and state "Right to Know" laws, which means employees will be given access to any Material Data Safety Sheets (MSDS) upon request for any chemical used in construction and/or cleaning product used.

ACCIDENT REPORTING

Any employee experiencing an injury at work should complete the "Report of Employee Personal Injury" form immediately and forward to their supervisor, who in turn will forward to Human Resources. If the injury results in a visit to a health care provider, the employee should inform the health care provider that this may be a work-related injury. Minor injuries shall be reported at the time they occur in case a more significant problem emerges later.

SAFETY AND HEALTH COMMITTEE

Employees wishing to participate on a safety committee should make their request known to the Operations Manager. Minutes of any discussions or action decisions shall be maintained and forwarded to the management team.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.1**

**EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATION
OF DISABILITY AND RELIGION**

Issued 5/23/2018
Revised 10/11/2023

POLICY

Equal employment opportunity is afforded to both employees and job applicants without regard to race, color, religion, sex, sexual orientation and gender identity, marital status, national origin, age (over 40), disability or status as a Vietnam-era or disabled veteran, military reserve status, or other protected class status in accordance with applicable federal, state, and local laws. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, training, and compensation.

Employees who believe that their protected class status was taken into account in any employment decision should submit their complaint to either affected party's supervisor or manager, a manager in another division, Human Resources, or directly to the Executive Director. Any complaints of unlawful discrimination will be investigated, and ~~SNOHOMISH COUNTY~~Snohomish County 911 will take prompt, corrective action to remedy any complaints found to have merit.

DISABILITY ACCOMMODATION

~~SNOHOMISH COUNTY~~Snohomish County 911 complies fully with its duty to provide reasonable accommodation to allow an employee with physical, mental, or sensory disabilities to perform the essential functions of his/her job, which includes reliable attendance. If you have a disability that limits or affects your ability to perform your job, please inform Human Resources of your request for accommodation.

Examples of accommodations include adjustments to the work environment and equipment, work schedule, work-related duties, reassignment to another available position, and time off. Whether such an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

In order to provide a reasonable accommodation, ~~SNOHOMISH COUNTY~~Snohomish County 911 may seek to communicate with you and your medical provider(s) to gain a better understanding of any limitations you possess and the means by which an accommodation would allow you to perform the essential functions of the position. Such communications with your medical provider will occur only after you have given written consent. Your refusal, however, to allow such communications may relieve ~~SNOHOMISH COUNTY~~Snohomish County 911 of any legal obligation to accommodate your disability.

RELIGIOUS ACCOMMODATION

~~SNOHOMISH COUNTY~~Snohomish County 911 complies fully with its duty to provide reasonable accommodation of an employee's sincerely held religious beliefs and practices. For example, if an employee requires a certain work schedule, or to dress in a way that varies from any dress code adopted by ~~SNOHOMISH COUNTY~~Snohomish County 911, please inform Human Resources of your request for accommodation. Whether such an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

REFERENCE

Title VII, United States Civil Rights Act, and the Washington Law Against Discrimination.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.2**

RECRUITMENT FOR VACANT POSITIONS

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

Recruitment of candidates for vacant positions will be filled in the best interests of ~~SNOHOMISH COUNTY~~Snohomish County 911. The current labor agreement(s) will specify when certain bargaining unit positions are filled by internal promotion.

GUIDELINES:

Filing of Applications: Employees wishing to apply for a vacant position must follow the application process posted in the job announcement.

Acceptance of Applications: Persons who submit a fully completed applications on or before the last date of filing and whose applications clearly show that they meet the stated requirements shall be admitted to compete for the position for which they are applying.

Rejection of Applications: ~~SNOHOMISH COUNTY~~Snohomish County 911 may reject any applicant for examination, withhold the name of an eligible from a register or remove the name of an eligible from a register at any time for any of the following reasons:

- Did not submit the requested fully completed application
- Failed to adhere to deadlines
- No longer meets any one of the eligibility requirements for the position
- Unable to demonstrate they are able to perform the duties of the position
- A false statement of material fact is made in the application process
- Use or attempt to use influence or fraud to secure an advantage
- The applicant has obtained examination information not entitled to
- The person has expressed unwillingness to accept the position

VETERANS' PREFERENCE

It is the policy of ~~SNOHOMISH COUNTY~~Snohomish County 911 to provide a hiring preference to veterans who possess the requisite qualifications for a vacant position and are eligible for appointment. RCW 41.04.010 allows for a Veterans' Preference to be added to the passing grade of certain veterans. If you believe that you are eligible to be considered for such preference, please contact Human Resources for additional information.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.3**

PROBATIONARY PERIODS

Issued 5/23/2018

**Revised
10/11/2023**

PURPOSE

Probationary periods are working test periods and shall be an integral part of the examination process for employees. Probationary periods shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his/her position, and to reject any employee whose work performance fails to meet required work standards.

GUIDELINES:

Duration: Probation shall begin on the date of hire or promotion to a new classification. Probationary periods are one year. Specific time periods of probation for bargaining unit employees are defined in the current labor agreement. Probation periods for all employees may be extended only when deemed necessary by the Executive Director to cover periods of extended absences (for example, maternity leave, military leave etc.) or when other extenuating circumstances are present. Extending probation is a rare occurrence and will only be granted for extenuating circumstances. Probationary extensions are generally not granted for employees who are underperforming and not expected to improve.

Removal during Probationary Period: At any time during the probationary period the Executive Director may remove an employee whose performance does not meet the standards, provided that he/she has been given notice and given a reasonable amount of time to meet the standards. A bargaining unit employee dismissed during the probationary period does not qualify for the grievance procedure. Employees covered under a collective bargaining agreement(s) may be eligible to return to previously held positions.

Completion of Probationary Period: Unless a collective bargaining agreement provides otherwise, the successful completion of a probationary period does not alter the "at will" status of the ~~SNOHOMISH COUNTY~~ Snohomish County 911 employee.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.6

SEPARATION AND TERMINATION

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

Separation of employment within an organization can occur for several reasons. Employment may end as a result of resignation, retirement, release from duty, or reduction in workforce. It is ~~SNOHOMISH COUNTY~~Snohomish County 911 policy to ensure that employee terminations are handled in a professional manner with minimal disruption to ongoing work functions.

Voluntary: A voluntary termination of employment occurs when an employee informs his or her supervisor of their resignation.

- Resignation notices should be submitted in writing to your manager. The notice should include the anticipated last day of employment.
- ~~SNOHOMISH COUNTY~~Snohomish County 911 requests that employees provide at least two (2) weeks written notice of their intention to resign.
- Employees will be notified if their resignation is accepted, and confirm the employee's last day of employment.
- Employees will be invited to participate in an Exit interview, which provides for the opportunity to discuss any questions or concerns and to freely express views about working at ~~SNOHOMISH COUNTY~~Snohomish County 911. Employees may request any management or Human Resources representative they wish to conduct the interview.

Involuntary: An involuntary termination of employment is a management initiated dismissal. ~~Discharge~~Dismissal may be for any reason including lay-offs, misconduct, absenteeism, unsatisfactory performance, inability to perform, failure to follow established policies and procedures, or other grounds ~~SNOHOMISH COUNTY~~Snohomish County 911 believes warrant dismissal. The inability of an employee to perform the essential functions of the job with a reasonable accommodation may also result in an involuntary termination. In many cases, progressive corrective action will be used prior to termination in an attempt to correct a problem; ~~H~~however, certain types of employee misconduct are so severe that one incident of misconduct will result in dismissal.

Job Abandonment: Employees who fail to report to work and do not contact ~~SNOHOMISH COUNTY~~Snohomish County 911 for two (2) consecutive workdays, shall be considered to have abandoned the job without notice, effective at the end of their second scheduled shift. Supervisors are to notify the management team at the expiration of the second

workday. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire. Employees who have experienced extreme circumstances (such as a medical or natural disaster) that prohibited~~s~~ them from reporting and/or contacting ~~SNOHOMISH COUNTY~~Snohomish County 911, may appeal to the Executive Director, ~~who will consider if the voluntary resignation will be upheld.~~

Deceased Employees: A termination due to the death of an employee will be made effective as of the date of death. Upon receiving notification of a death, the supervisor must notify the management team immediately.

ELIGIBILITY FOR REHIRE

Employees may be eligible for rehire depending on the circumstances surrounding the termination. ~~Although not all-inclusive, the~~ following not all-inclusive list of criteria will be used to determine if an employee is eligible for rehire:

- 1) the employee had provided written notice at least two (2) weeks prior to the effective date (in cases of voluntary resignation or retirement)
- 2) the employee returned all company property prior to departure
- 3) the employee was not dismissed due to misconduct
- 4) the employee did not resign to avoid disciplinary action
- 5) the employee had a satisfactory attendance record, and
- 6) the employee had a satisfactory performance record.

REDUCTION IN FORCE – LAYOFF

When elimination or reorganization of work or lack of funds causes a reduction in hours or the elimination of one or more occupied positions, a layoff will be declared. Layoff provisions ~~For bargaining unit employees, see~~ are identified in their respective current collective bargaining labor agreement. A notice of layoff shall be given to affected employees at least ten (10) days prior to the effective date.

Upon being laid off, A layoff list will be established with the names of the affected employees. The employee's name may be removed from the layoff list for the following reasons:

- Inability to contact the employee by mail at the employee's last known address.
- Rejection by the employee to accept a return to work offer.
- Acceptance by the employee of other employment ~~or notification an expression~~ that he/she has no further interest in returning to ~~SNOHOMISH COUNTY~~Snohomish County 911.
- Rehired by ~~SNOHOMISH COUNTY~~Snohomish County 911.

EMPLOYMENT VERIFICATION AND REFERENCES

All requests for employment verification and/or for professional references on behalf of ~~SNOHOMISH COUNTY~~Snohomish County 911, must be referred to the management team or Human Resources. Employees who are requested to provide ~~are free to be~~ personal reference~~s~~; ~~however as a personal reference the employee is~~ should be clear

that they are not a spokesperson for ~~SNOHOMISH COUNTY~~Snohomish County 911 and may not share employment related information, including but not limited to employee's performance, attendance, conduct, or disciplinary records. For ~~privacy purposes of employment verification~~reasons, such inquiries ~~about employee information~~ must be in writing and include a written release by the employee. In most cases, employment reference checks will generally include job title, salary, length of employment, reason for termination, and eligibility for rehire.

FINAL PAY

Employees will receive their final paycheck on the next scheduled pay date. If eligible, ~~They may also receive~~ any unused PTO, up to 750 hours, will be paid to the separating employee.

CHANGE OF ADDRESS

Departing employees shall ~~notify~~ maintain a current address with SNOHOMISH COUNTYSnohomish County 911 ~~with a change of address by calling Human Resources. This will~~ to ensure receipt of year-end tax documents and other information in a timely manner.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.7**

PERSONNEL RECORDS

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

The agency will establish and maintain a personnel records system which can include a copy of each employee's application, the employee's job title, the rate of pay, date of employment, the organizational shift assignment, reports of all personnel actions including disciplinary actions, reports of work performance, employment history and such other records, reports or information as deemed pertinent. The Human Resources~~administration~~ office shall be the central deposit for all such personnel records and files. It is the intent of Snohomish County 911 to transition all personnel records to digital format in the near future. Once this process is accomplished, access to the digital files will be coordinated with the Human Resources office.

Medical records will be maintained in a confidential file, separate from the personnel file and are not subject to public disclosure.

Supervisors may maintain a working file of notes relating to subordinate performance, copies of formal counseling records, evaluations, and training documentation. Such files will be purged as per the Snohomish County 911 retention policy~~from the record when no longer valid.~~

CONFIDENTIALITY

Each employee's personnel records shall be confidential and shall not be open to inspection by any person other than the employee, the employee's manager, the Executive Director and administrative staff in the conduct of personnel administration, unless the law requires disclosure or the employee consents in writing to other inspection. ~~SNOHOMISH COUNTY~~Snohomish County 911 will comply with all public disclosure laws. Personnel records and files specifically exempt from public disclosure by law shall be considered confidential and shall not be subject to public disclosure unless otherwise specifically designated by the Executive Director. Any employee who fails to maintain the confidentiality of personnel records and files shall be subject to disciplinary action.

INSPECTION OF PERSONNEL FILES

Employees may inspect their personnel file ~~at a reasonable time~~ by advance request, in coordination with the Human Resources office. The personnel file review can be conducted in adherence with the following requirements:

- ~~Submit a~~ Request to Review Personnel File is submitted within a reasonable time to schedule the review
- ~~Physical file Reviews will be~~ reviews will be conducted under supervised ~~by the~~ of administrative staff.
- No materials will be removed from a Personnel any File under any circumstance, whether in hard copy format or digital.
- Copy requests by the employee of material in their Personnel File are acceptable.

- Copies of any material in the employee's personnel record may be requested. Any record relating to investigation of a possible criminal offense is exempt from examination

REMOVAL OF INFORMATION

The employee may petition the employer to remove or modify information subject in the personnel record. The employer will determine if irrelevant or erroneous information exists and remove all such information from the file. If the employer does not agree with a request for removal the employee may submit a statement of rebuttal or correction for entry into the record. Nothing prevents the employer from removing the information more frequently.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.9**

LOCAL GOVERNMENT WHISTLEBLOWER PROTECTION

Issued 5/23/2018

Revised 10/11/2023

IMPROPER GOVERNMENTAL ACTION

Definition: Any action by a ~~SNOHOMISH COUNTY~~Snohomish County 911 officer or employee that is undertaken during the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment, and does the following:

1. Violates any federal, state, or local law or rule;
2. Abuses authority;
3. Is of substantial and specific danger to public health or safety;
4. Is a gross waste of public funds

This does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.

DEFINITIONS:

Retaliatory Action: An adverse change in the terms and conditions of an employee's employment.

Emergency: A circumstance that, if not immediately changed, may cause damage to persons or properties.

REPORTING PROCEDURES

An employee who becomes aware of an improper governmental action should report the matter to the Executive Director in writing. If the employee believes the Executive Director is involved in the improper governmental action, the employee should report the matter to the ~~SNOHOMISH COUNTY~~Snohomish County 911 Board, in writing. The written report should state the basis for the employee's belief that an improper governmental action has occurred.

The employee may report the improper action directly to the governmental agency responsible for investigating improper governmental actions when an employee believes that damage to persons or properties may result if immediate action is not taken.

The person receiving the report shall take prompt action in assisting ~~SNOHOMISH COUNTY~~Snohomish County 911 to properly investigate the report of improper action. Employees involved in the investigation (to the extent possible under law), must keep the identity of the reporting employees confidential, unless an employee authorizes, in writing, the disclosure of their identity.

After an investigation has been completed, the employee reporting the improper governmental action is given a summary of the results of the investigation. However, personnel actions taken as a result of the investigation may be kept confidential.

If an employee believes ~~SNOHOMISH COUNTY~~Snohomish County 911's investigation of the improper action is inadequate, the employee may report the action directly to the government agency responsible for investigating improper actions. An employee may also turn to the government agency if they believe ~~SNOHOMISH COUNTY~~Snohomish County 911's action against the improper action is insufficient or believes that the improper action is likely to recur.

If an employee fails to make a sincere attempt to follow ~~SNOHOMISH COUNTY~~Snohomish County 911's procedures in reporting an improper governmental action, the employee will not receive the protection provided by ~~SNOHOMISH COUNTY~~Snohomish County 911 in these procedures.

PROTECTION FROM RETALIATORY ACTIONS

Employees are prohibited from taking retaliatory action against an employee who, in good faith and accordance with the proper procedures, has reported an improper governmental action.

An employee who believes that they have been retaliated against shall advise the Executive Director of the complaint of retaliation. If the employee believes the Executive Director is involved in the retaliation, the employee should report the retaliation to the ~~SNOHOMISH COUNTY~~Snohomish County 911 Board.

If ~~SNOHOMISH COUNTY~~Snohomish County 911 does not satisfactorily resolve an employee's complaint concerning retaliation, the employee may obtain protection under this Policy and in accordance with State law by providing a written notice to the Executive Director.

An employee shall provide a copy of their written charge to the Executive Director no later than thirty (30) calendar days after the occurrence of the alleged retaliatory action. After receiving the charge of retaliatory action, ~~SNOHOMISH COUNTY~~Snohomish County 911 shall respond within thirty (30) calendar days.

HEARING

After receiving the response from ~~SNOHOMISH COUNTY~~Snohomish County 911 or thirty (30) calendar days after the delivery of the charge to the Executive Director, the employee may request a hearing before a State administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing delivers the request for a hearing to the Executive Director within the earlier of these dates: either fifteen (15) calendar days after the delivery of ~~SNOHOMISH COUNTY~~Snohomish County 911's response to the charge or forty-five (45) calendar days after the charge was given to ~~SNOHOMISH COUNTY~~Snohomish County 911 for response.

HEARING PROCEDURE

Upon receiving a request for a hearing, the Executive Director, within five (5) working days, applies to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

REFERENCE

Chapter 42.41 RCW

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #3.10**

APPOINTMENTS TO THE OFFICE OF TRAINING AND STANDARDS

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

The purpose of this policy is to provide an overview on how staff are assigned to the Office of Training and Standards (OTS).

BACKGROUND

The OTS has primary responsibility to provide the necessary training and education for new Center staff. They also participate in a variety of continued educational initiatives, quality assurance/improvement, compliance and other support for existing staff. They closely lead or support all manners of training conducted within the Center.

EXPECTATIONS

The OTS plays an important role in the education and training of all Center Staff. In this role those assigned to the OTS must be strong leaders, role models, mentors and subject matter experts. This includes an in-depth understanding of ~~SNOHOMISH COUNTY~~Snohomish County-911's policies, standards, procedures and guidelines with a demonstrated ability to integrate and apply this knowledge in the execution of their duties.

To be effective, all OTS members must maintain their skill levels with Center functions. OTS members are responsible to independently ensure these skills do not diminish by working in those capacities.

EXPRESSING INTEREST

Appointments are open to current ~~SNOHOMISH COUNTY~~Snohomish County 911 Supervisors. Any Supervisor interested in being considered for an appointment to the training office will notify their ~~M~~manager in writing.

ASSIGNMENT TO THE OTS

Assignments to the OTS are ~~done~~selected by the Executive Director ~~Appointment~~. The duration of an appointment is ~~left to at~~ the Executive Director's discretion; ~~it is however the desirable is to maintain an OTS appointments~~ for at least two years. Decisions ~~on regarding OTS~~ appointments will be made ~~in part by~~based on

the needs of ~~SNOHOMISH COUNTY~~Snohomish County 911, effectiveness of the appointee and the known interest of other qualified candidates.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #4.1**

PERFORMANCE EVALUATIONS

**Issued 5/23/2018
Revised 10/11/2023**

INTRODUCTION

The purpose of the Performance Evaluation process is to provide feedback on job performance and professional development by creating an effective communication channel between the supervisor and the employee. The annual nature of these evaluations allows an opportunity to reflect on a period of time so that the feedback can be meaningful and more broadly focused. Its singular purpose is to provide the employee with a clear check-in point.

EVALUATION PROCESS

A performance appraisal is a formal assessment of an employee's performance and a way to help communicate with an employee about their job performance. The performance evaluation system shall be based on job standards related to an employee's work assignment. The employee shall be provided an opportunity to complete a self-evaluation. The self-evaluation allows the employee an opportunity to consider their performance, accomplishments and future goals in the same format by which they are evaluated. The assigned supervisor or manager will prepare the performance evaluation and meet with the employee to discuss the appraisal and provide an opportunity for feedback. The performance evaluation system shall provide the employee with an opportunity to submit a written response to the contents of his/her evaluation. Employees are required to sign the performance evaluation. The contents of employee's evaluation are not subject to the grievance procedure.

APPEAL of PERFORMANCE EVALUATION

Right to Appeal. Employees who have concerns with any part of their evaluation and cannot resolve those concerns with their supervisor, may appeal to the Director of Human Resources for another review of the evaluation. Such appeal must be made in writing to Director of Human Resources within 10 workdays of the performance evaluation meeting between employee and supervisor. The appeal must include a description of the specific areas in question

and provide an explanation why they believe the rating does not represent a true evaluation of their performance during the appraisal period

Human Resources Action. Upon receiving an employee's written appeal, the Director of Human Resources shall discuss the employee's appeal with the supervisor and the employee. Following the discussion, the Director of Human Resources shall provide the employee (with a copy to the supervisor) a written response to the appeal within 14 workdays of receiving it, explaining whether~~if~~ the Director of Human Resources ~~reviewer~~ agrees with the original evaluation or if the evaluation will be revised. The decision of the Director of Human Resources shall be final.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #4.2**

INTERNAL INVESTIGATIONS

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

A relationship of trust and confidence must exist between the employees of ~~SNOHOMISH COUNTY~~Snohomish County 911 and the citizens and the public safety personnel officers that we serve. Just as administrators and operational personnel must be free to exercise their best judgment and to initiate action in a reasonably lawful and impartial manner, citizens must be free to file a complaint against a member of this office without fear of reprisal or harassment. ~~SNOHOMISH COUNTY~~Snohomish County 911 acknowledges its responsibility by establishing a system of receiving complaints, investigating those complaints and initiating disciplinary action when appropriate. This system shall subject all employees to corrective action when improper conduct is evident and shall protect employees when properly discharging their duties. Nothing in this policy prevents supervisors or managers from seeking additional information to determine if an investigation needs to be conducted.

RESPONSIBILITY

Internal investigations shall be the responsibility of the Executive Director or designee ~~Department Manager~~.

CITIZEN COMPLAINTS

Employees shall courteously and promptly accept any complaint made by a citizen against any employee of this organization. Employees may attempt to resolve the complaint, but shall never attempt to dissuade any citizen from lodging a complaint. Citizens wishing to make a complaint to a higher authority shall be referred to the immediate supervisor. Complaints which cannot be resolved at that level shall immediately be referred to the Operations Manager. Citizen complaints shall be recorded on the ~~SNOHOMISH COUNTY~~Snohomish County 911 Inquiry/Complaint form. Complaints shall include the name, address, and phone number of the person making the inquiry or complaint. Completed forms shall be forwarded to the Operations Manager.

EMPLOYEE INITIATED COMPLAINTS

Employees who seek to make a complaint of unlawful discrimination, harassment, or retaliation should follow the complaint procedure in that policy. Employees who seek to

make a complaint of improper governmental activity should follow the complaint procedure in that policy. Employees wishing to make a complaint against a fellow employee on other matters may report the incident to their immediate supervisor or directly to any manager, Human Resources, or the Executive Director. Depending on the nature of the complaint, it may be referred to the chain of command. All complaints by employees will be reviewed to determine if misconduct is involved and fully investigated if the matter concerns grounds for suspecting misconduct. All attempts shall be made to keep the reporting employee's identity confidential, if requested, however this cannot be guaranteed.

SUPERVISOR INITIATED COMPLAINT

Supervisors shall act upon and document action taken for substandard performance or minor violations of directives. When such violations are of a minor but repetitive nature, the responsible supervisor shall document the information and the corrective action taken which may include but is not limited to:

- Verbal instructions to correct the improper behavior
- Verbal reprimand
- Documented Coaching & Counseling

If the minor violations continue in the face of progressive or repetitive supervisory corrective action, the supervisor will inform the chain of command for review and investigation for pertinent violations.

If the infraction is of a serious nature or potentially involves criminal conduct, the infraction shall be reported promptly and directly to the Department Manager Operations Manager or the Director of Operations. The employee may be placed on administrative leave until the investigation is completed or the nature of the issue is resolved.

INTERNAL INVESTIGATION RESPONSIBILITY

The Department Manager Director of the Department, or designee, in partnership with the Director of Human Resources, shall be responsible for expeditiously investigating alleged misconduct of employees and shall perform the following duties:

- Maintain an internal investigation log of complaints.
- Maintain an investigation file to be deposited in the Administrative Human Resources eOffice when the investigation concludes.
- Conduct fact-finding and formulate recommendations based upon the findings.
- Adequately document the fact when it is determined that the complaint is unfounded: and provide the reporting party with a letter indicating findings and closing the investigation.
- When evidence indicates the alleged misconduct amounts to a crime, immediately report to the Executive Director.

- If the allegations are substantiated, the Department Director shall make a recommendation of appropriate corrective action, based on policy and progressive disciplinary standards.

In addition to the investigate reports, the following information shall be included in the final report of the Department ~~Manager~~Director:

- The names of the complainant and all witnesses.
- The name(s) and personnel number(s) of all of those involved in alleged violations.
- The citation number and content of the law, rule, policy, ordinance, or procedure that was allegedly violated.
- The final report shall be forwarded to the Executive Director.

INTERNAL INVESTIGATION PROCEDURES

The Department ~~Manager~~Director shall have full investigative control over all internal complaints. The Department ~~Manager~~Director or the Director of Human Resources shall keep the subject of the investigation advised of the status of the investigation at frequent regular intervals.

DUTY TO COOPERATE DURING AN INTERNAL INVESTIGATION

All employees are required to cooperate in any internal investigation. Employees shall answer all questions truthfully and completely. Employees who fail to cooperate in any internal investigations are subject to disciplinary action.

EMPLOYEE RIGHTS DURING AN INTERNAL INVESTIGATION

When any employee is under internal investigation and subjected to interrogation, such interrogation shall be conducted in accordance within the scope of constitutional rights and due process. The current labor agreement outlines specific rights for bargaining unit employees. The employee under investigation shall be ~~kept informed of the status of the investigation~~provided with the final determination of the investigation.

DUTY STATUS DURING AN INTERNAL INVESTIGATION

When it appears from the nature of the complaint that the accused should be relieved from duty, the individual shall be so relieved by any supervisory or management employee. Supervisors shall follow established notification procedures. Relief from duty with pay shall not exceed forty-eight (48) hours, unless authorized in writing by the Executive Director or his designee. During this period:

- The employee shall remain available to return to duty or to assist in the investigation.
- The Executive Director and Department ~~Manager~~Director shall be notified immediately or as soon as practical when any employee is relieved of duty.

PROCESSING THE COMPLETED INTERNAL INVESTIGATION

The Department ~~Manager~~ Director, in partnership with the Director of Human Resources, shall:

- Review the investigation for thoroughness and accuracy,
- Make a recommendation as to findings,
- On sustained complaints, make recommendations for discipline ~~via the chain of command to the Executive Director,~~
- Prepare and issue a notice of proposed discipline, if applicable,
- Coordinate a Loudermill hearing, if applicable, with the Executive Director or designee.
- Forward the investigation report and any supporting material used in the investigation that may result in discipline, to the Executive Director,
- Forward the investigation file to the ~~Administrative~~ Human Resources ~~o~~ Offices upon completion.

The Executive Director shall have the final approval of findings and ~~possible-discipline~~ early decisions for all personnel ~~related~~ complaint investigations.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #4.3

CORRECTIVE ACTION

Issued 5/23/2018
Revised 10/11/2023

INTRODUCTION

It is the policy of ~~SNOHOMISH COUNTY~~Snohomish County 911 to provide employees with corrective feedback so they have an opportunity to self-correct performance issues, ~~prior to them becoming serious,~~ unless the severity of the issue(s) warrants a different course of action. ~~SNOHOMISH COUNTY~~Snohomish County 911 wishes to avoid terminating an otherwise productive ~~member employee~~ when performance problems occur. Performance should be interpreted broadly to include any and all job related considerations including attendance, accurate and consistent work performance, working relationships, and certain off-duty conduct where it bears a relationship to the on-the-job effectiveness or ~~SNOHOMISH COUNTY~~Snohomish County 911's legitimate interests.

CORRECTIVE ACTION DEFINITION AND COVERAGE

The purpose of corrective action is to change performance, conduct or behavior. In the interest of fairness, a comprehensive review of an employee's work history may be conducted prior to final disposition of the case and the employee's historical performance will be considered in conjunction with any facts or information presented by the employee in a pre-disciplinary hearing. Review of different employee's personnel files might reveal dissimilar patterns of behavior and/or work history. For these reasons, the level of corrective action administered to one employee may not be identical to the level of corrective action administered to another employee under similar circumstances. Corrective action shall follow the basic concepts of due process as established in law, administrative procedures and collective bargaining agreements. Coverage under this policy includes all exempt and non-exempt employees.

Corrective action includes both non-disciplinary and disciplinary steps as follows:

- Verbal Warning (non-disciplinary)
- Documented Coaching & Counseling (non-disciplinary)
- Letter of Reprimand (disciplinary)
- Suspension (disciplinary)
- Demotion (disciplinary)
- Termination (disciplinary)

AUTHORITY TO ACT

When witnessing clear misconduct, every supervisor ~~or~~and manager has the authority and responsibility to promptly address the behavior directly with the employee(s). When addressing behavior for someone other than a direct-report, that supervisor/manager's primary objective is focused on directing the employee to cease the misconduct. That supervisor/manager will then follow-up with the employee's supervisor/manager. If additional interviews, investigations and actions are necessary, they will typically be conducted by that employee's supervisor/manager.

CORRECTIVE ACTION STEPS

Many workplace performance problems are handled by informal discussion and counseling between the supervisor/manager and the employee. This Corrective Action policy is applied when more formal action is required.

It is ~~SNOHOMISH COUNTY~~Snohomish County 911's policy and practice that discipline be progressive in nature, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity only if the condition is not corrected. In addition to being progressive in nature, it is important that the degree of discipline be directly related to the seriousness of the offense and the employee's record/history; therefore, it is expected in individual circumstances, that steps may be skipped or repeated.

The steps of corrective action are listed below, however the principles of corrective action do not require that each step in the corrective action process be administered, or that corrective action (non-disciplinary or disciplinary) is initiated at any particular step. For example, in the event of a serious act of misconduct, the Executive Director (or his designee) may find suspension without pay or termination as the only appropriate sanction and not administer any lesser form of corrective action.

VERBAL WARNING

Defined: A Verbal Warning is a non-disciplinary coaching session. Verbal Warnings may or may not be referenced in the performance evaluation, depending on the type of issue, severity, number of frequencies, and employee history.

Issued by: Supervisor/Manager/Department Director as appropriate

Filed: A note of reference may be maintained by the Supervisor.

DOCUMENTED COACHING AND COUNSELING

Defined: A Documented Coaching and Counseling is a non-disciplinary corrective action. This corrective action consists of a written memorandum provided to the employee by their supervisor, manager, or Executive Director. Documented Coaching and Counseling

may be included in performance evaluations and may be used in future disciplinary proceedings. Coaching and Counseling may be used for the purpose of addressing minor misconduct or poor work performance through a specific action plan as directed by the supervisor, or may be used to acknowledge or reinforce desired or exceptional performance on the part of an employee. The Coaching and Counseling may or may not be referenced in the performance evaluation, depending on the type of issue, severity, number of frequencies, and employee history.

Issued by: Supervisor/Manager/Department Director as appropriate

Filed: A copy of the Coaching and Counseling is provided to the employee and a copy is maintained by ~~SNOHOMISH COUNTY~~ Snohomish County 911.

LETTER OF REPRIMAND

Defined: A Letter of Reprimand is a disciplinary correction action formally admonishing an employee's conduct. Letters of Reprimand are generally reflected in the employee's performance evaluation.

Issued By: Department Director/Executive Director (or designee)

Filed: A copy of the Letter of Reprimand is provided to the employee and placed in the employee's personnel file.

SUSPENSION WITHOUT PAY

Defined: A Suspension Without Pay is a disciplinary corrective action that places the employee on unpaid time off as a punishment for poor performance or conduct.

Issued by: Executive Director (or designee)

Filed: A copy of the Suspension Without Pay is provided to the employee and placed in the employee's personnel file.

DEMOTION

Defined: A demotion is defined as a decrease in position brought about by means of assuming the duties of a vacant position of lower classification as part of the disciplinary process.

Issued by: Executive Director (or designee)

Filed: A copy of the Letter of Demotion is provided to the employee and placed in the employee's personnel file.

TERMINATION

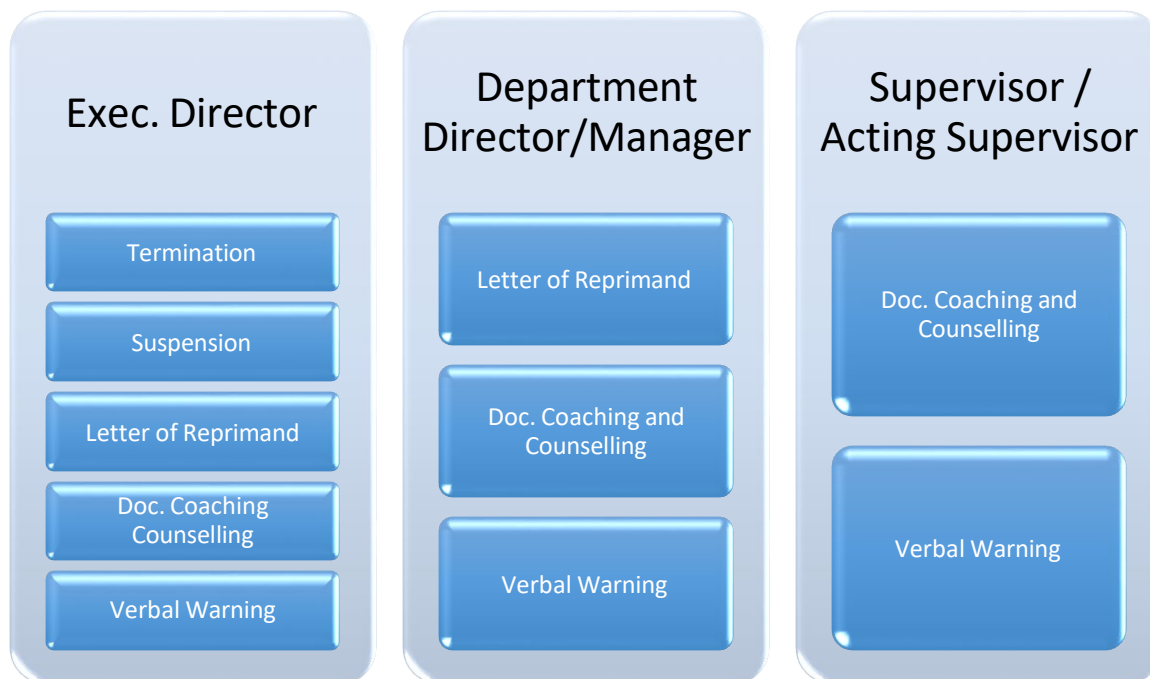
Defined: A termination is a disciplinary corrective action ending an employee's employment at ~~SNOHOMISH COUNTY~~Snohomish County 911.

Issued by: Executive Director (or designee)

Filed: A copy of the Letter of Termination is provided to the employee and placed in the employee's personnel file.

Allegations of criminal conduct will be referred to the appropriate law enforcement agency for investigation.

Employees are subject to organizational corrective action as well as sanctions imposed by any court or competent jurisdiction.



DOCUMENTATION IN GENERAL

A copy of any correspondence or letters issued and intended to be included in an employee's official file shall be mailed or given to the employee. An employee shall have the right to include his/her comments in the files.

The Employer will enforce and protect the privacy of the employee and will enforce all exemptions to disclosure of information under the Public Records Act (PRA).

Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false and all such information in situations where the employee has been fully exonerated of wrong doing, shall be kept in a confidential file and shall not be released to the public or prospective employer.

Adverse material related to employee misconduct or alleged misconduct, which is determined to be true and accurate, may be released under a PRA request. ~~SNOHOMISH COUNTY~~Snohomish County 911 will comply with current Washington State Public Disclosure Laws. Prior to release of any information about an employee pursuant to a PRA request, the employee will be notified of the request and allowed four (4) business days to seek an injunction before the information is released.

REFERRAL FOR DISCIPLINE

Supervisors will give notice to the employee when a performance or conduct problem will be reported to the ~~SNOHOMISH COUNTY~~Snohomish County 911 administration for possible discipline.

SUSPENSION WITH PAY

Suspension with pay, also referred to as Paid Administrative Leave (PAL), is an administrative procedure and not a form of corrective action or discipline. The Executive Director or Department Manager will determine when an employee needs to be placed on ~~administrative leave~~PAL. In the absence of the Executive Director, the Deputy Director, the Director of Operations, an Operations Manager, or another available Department ~~Manager~~Director, the Shift Supervisor, and/or Lead Dispatchers have the authority to place any center employee on ~~administrative leave~~PAL for just cause to the extent that the efficient, effective and safe operation of ~~SNOHOMISH COUNTY~~Snohomish County 911 is imperiled. In the case of any employee who, in the judgment of the Supervisor, or Lead Dispatcher, is impaired, disorderly, grossly insubordinate or there is reasonable suspicion of substance intoxication, said supervisor will immediately contact the Executive Director, Director of Operations, Operations Manager or another available Department ~~Manager~~Director, who will come to the Dispatch Center and/or determine a course of action.

CORRECTIVE ACTION APPEALS

~~Represented employees Snohomish County 911 Employee Association (SCEA 911)~~ may appeal their disciplinary corrective action as outlined in their ir collective bargaining agreement. Non-ir bargaining unit employees may appeal directly to the Executive Director.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #5.4

JURY DUTY

Issued 5/23/2018
Revised 10/11/2023

POLICY

Serving as a juror is an important element to our democratic legal process. ~~SNOHOMISH COUNTY~~Snohomish County 911 encourages those employees who are summoned to jury duty to participate when requested. Employees who are summoned to serve on jury duty will immediately notify their supervisor/manager by forwarding a copy of the summons, who will then turn it over to the Finance Office. ~~SNOHOMISH COUNTY~~Snohomish County 911 will provide an employee with sufficient leave from employment when an employee is summoned for jury duty.

EXEMPTION REQUESTS

~~Based upon employment in a critical civilian occupation or other just cause, t~~The Executive Director may request an exemption or rescheduling from the court when attendance would impair staffing needs ~~based upon employment in a critical civilian occupation or other just cause.~~based upon employment in a critical civilian occupation or other just cause.

GUIDELINES:

1. Employees on jury duty may have their work hours adjusted when necessary. Employees will be considered on day shift during that time.
2. Any employee not selected from the jury pool and released by the court during assigned work hours, will report to ~~SNOHOMISH COUNTY~~Snohomish County 911 for the balance of their assigned hours.
3. Employees will not be threatened, coerced, harassed, or denied employment or promotional opportunity for service as a juror.
4. Employees serving as jurors on work days will receive regular pay for their normally scheduled shift. Employees serving as jurors on non-work days, will not be compensated.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #5.5

TIME CLOCK/TIME CARDS

Issued 5/23/2018

Revised 1/23/2023

Revised 10/11/2023

INTRODUCTION

This policy is created to establish and maintain administrative internal controls which verify the accuracy and reliability of the ~~SNOHOMISH COUNTY~~Snohomish County 911 payroll process, safeguard ~~SNOHOMISH COUNTY~~Snohomish County 911 assets, and mitigate the risk of loss or misappropriation of public funds.

SCOPE

This policy covers all hourly and salaried non-exempt employees.

GUIDELINES:

1. Employees are required to use the time clock or submit timecards in accordance with established department procedures.
2. The supervisor or manager is responsible for ensuring the accuracy of time cards prior to the payroll process.
3. The supervisor or manager is responsible for verifying sufficient PTO balances prior to submitting to payroll, although this does not relieve the employee's responsibility for ensuring they have accumulated adequate time prior to taking leave.
4. No employee shall be authorized to approve their own time card, or to approve for others in the same classification.

APPROVAL OF TIME:

Regular Hours: approved by the shift supervisor or manager.

Overtime: approved by the shift supervisor or manager.

PTO: approved by the shift supervisor or manager.

CTO Training Hours: approved by the supervisor after ensuring the employee has filled out the required observation forms.

Pay Differential: approved by the Finance office, employees must submit a request by filling out the appropriate form.

All Other Misc.: Pay must be approved by management.

REFERENCE: SOP A-014 - Time Clock Procedures,
SOP S-009 - PTO Accrual Verification Procedure

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY 5.13

BUSINESS TRAVEL & EXPENSE REIMBURSEMENT

Issued 5/23/2018

Revised 10/11/2023

PURPOSE

With the establishment of this policy, ~~SNOHOMISH COUNTY~~Snohomish County 911 seeks to simplify the travel process by providing guidelines to follow in order to protect the interest of both the employee and the organization. The purpose of this policy is to define reimbursable expenses and establish reimbursement procedures for expenses incurred on official ~~SNOHOMISH COUNTY~~Snohomish County 911 business and to set forth general policy guidelines. This document serves to clarify the means by which travel should be arranged and parameters to be followed by employees.

It is ~~SNOHOMISH COUNTY~~Snohomish County 911 policy to reimburse employees for ordinary, necessary and reasonable travel expense when directly connected with or pertaining to ~~SNOHOMISH COUNTY~~Snohomish County 911 business. Employees are asked to exercise prudent business judgment regarding expenses covered by this policy. When submitting expense reports to claim reimbursement, employees are expected to neither gain nor lose financially. This policy governs the payment of ~~SNOHOMISH COUNTY~~Snohomish County 911 employees, Board of Directors, volunteers, vendors, contractors and others, for travel expenses incurred in connection with official ~~SNOHOMISH COUNTY~~Snohomish County 911 business.

GENERAL

Ordinary, necessary, and reasonable expenses incurred while conducting ~~SNOHOMISH COUNTY~~Snohomish County 911 business are authorized for reimbursement subject to the conditions contained within this policy. The reasonableness of expenses shall be determined by the ~~SNOHOMISH COUNTY~~Snohomish County 911 Executive Director (or designee), and in accordance with IRS regulations. All travel expenses charged to a charge card should be in accordance with RCW 42.24.115.

TRAVEL AUTHORIZATION and ALTERATION OF PRE-APPROVED EVENTS

1. Travel must be approved prior to traveling. The travel authorization shall provide a best estimate of the total costs of the planned travel.
2. Employees will be considered on "Day Shift" status for travel and training purposes, unless otherwise noted.

3. Expenses for non-employees (i.e. Board members, Volunteers) may only be reimbursed with approval of the Executive Director or Board Chair.
4. No personal expenses are to be reimbursed. Any employee who knowingly receives public funds for personal/non-public expenses shall be subject to corrective action.
5. Any normal travel time in excess of one day each way, which is brought about by the employee's choice of transportation, will be charged to the employee as PTO time. Paid time for travel shall be clearly resolved in accordance with FLSA guidelines in advance of authorizing travel.
6. Alteration of travel plans and itineraries must be pre-approved by the traveler's manager. In emergency situations, the manager should be contacted as soon as possible.
7. In the event of a travel alteration or cancellation, employees are expected to return any advanced/excess funds to ~~SNOHOMISH COUNTY~~Snohomish County 911 within a reasonable time (generally within fifteen (15) days).
8. When traveling short distances (300 miles or less) the ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles are the preferred mode of transportation. Use of other modes requires advanced Department Manager approval.

EXPENSES

Mileage

Mileage reimbursement for use of personal vehicle for ~~SNOHOMISH COUNTY~~Snohomish County 911 business will be reimbursed at the current IRS mileage rate that is in effect for the date of travel. Parking, tolls and fares will be reimbursed for actual cost.

Registration

Meeting or conference registration fees are reimbursable. It is preferred that ~~SNOHOMISH COUNTY~~Snohomish County 911 pays these costs directly.

Payment of registration fees requiring out-of-state or overnight travel shall be made after approval has been obtained for such travel. A copy of the registration is to be attached to any requests for reimbursement or credit card payment.

Meals & Incidentals

Meals that follow the IRS qualifications for tax free meals will be allowed. Meals that do not meet the IRS qualifications for tax free meals (IRC § 61, 61(a)(1) IRC § 3121, 3401)

or are not sufficiently related to ~~SNOHOMISH COUNTY~~Snohomish County 911 business will not be allowed. The employee must either be conducting ~~SNOHOMISH COUNTY~~Snohomish County 911 business or be in overnight travel status. The per diem rate will be used to calculate meal expenses. The per diem rates are available on the GSA website. Actual meal costs that are supported by original detailed receipts may be reimbursed only with approval from the Director or designee. Per Diem may be disbursed prior to travel, where sufficient time is allowed to process the request.

Meals away from home, overnight – Meals for overnight travel will be reimbursed according to the applicable per diem rate, while the employee is in travel status. The per diem rate will be prorated at a maximum of 75% for the first and last day of travel.

Meals away from home, not overnight – Meals that do not require overnight travel will be reimbursed if in conjunction with official ~~SNOHOMISH COUNTY~~Snohomish County 911 business. Actual cost of the meal will be reimbursed when approved, and original detailed receipts are turned in. To qualify for reimbursement all three tests must be met:

1. The meal must be approved
2. The main purpose of the combined business and meal is the active conduct of business and
3. Business is actually conducted during the meal period.

Transportation

○ Air Travel

Air travel will be reimbursed using the most efficient and least costly means.

○ ~~SNOHOMISH COUNTY~~Snohomish County 911 Vehicle

Out of area costs incurred while operating a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle are reimbursable. These include gas, oil, and emergency repairs necessary for the safe operation of the vehicle. All costs must be supported by actual receipts.

○ Personal Vehicle

Use of a personal vehicle for travel on ~~SNOHOMISH COUNTY~~Snohomish County 911 business will be reimbursed at the applicable IRS rate in effect on the date of travel. Reimbursement shall be for a reasonable number of miles incurred using a direct route to and from the destination. Reimbursement shall not exceed the costs, which would have been incurred using an efficient and least costly means of transportation.

○ Surface transportation instead of airfare

If advance approval has been obtained, employees may use surface transportation in a personal vehicle, for personal reasons, even though air travel is the appropriate mode of transportation. Reimbursement shall not exceed the cost of airfare, based on regular coach fare available for the location of travel from a standard commercial air carrier, plus the costs to and from the terminals.

- **Rental Vehicle**

The use of a rental vehicle must have prior authorization. Reimbursable costs must be documented on an original invoice. Only business miles are reimbursable if a mileage charge is a computed element of costs.

Lodging

Room Deposits: If a hotel/motel requires payment of an advance deposit, the preferred method would be to use a ~~SNOHOMISH COUNTY~~Snohomish County 911 credit card. Securing the room through the use of a personal credit card is also acceptable. Once the stay has occurred, appropriate expenses for lodging are reimbursable. Per Diem will not be paid for lodging.

Misc.

Miscellaneous travel costs incurred while conducting ~~SNOHOMISH COUNTY~~Snohomish County 911 business are reimbursable. Examples include taxi fares, bus fares, parking, tolls, and ferry costs.

Other

Reimbursement for extraordinary business expenses shall be reimbursed upon approval of the Executive Director or his designee.

Ineligible Expenses

Examples include but are not limited to:

- Expenses incurred which are considered incidental to travel, ~~at SNOHOMISH COUNTY 911 expense~~ are not reimbursable.
- Meals locally while in route (before or after the trip)
- Laundry service (dry cleaning)
- Personal hygiene supplies, sundries
- Personal clothing
- Replacement of stolen property
- First Class Travel
- Any expenses incurred by a traveling companion
- Barber or beauty parlor
- Insurance
- Personal phone calls, postage or reading material
- Tobacco
- Alcoholic beverages, non-meal snacks

- Any pay television
- Movies and entertainment expenses
- Room service

Reimbursement Procedures

1. All claims for reimbursement shall be submitted on a travel expense voucher or other form approved by the Director of Finance ~~Manager~~.
2. Receipts are not required for reimbursement at the per diem rate.
3. If claiming on behalf of yourself and others, the other party or parties must be clearly identified, as well as the business purpose of their involvement. Per Diem cannot be claimed for another individual.
4. All claims must be signed by the claimant and shall include a certification, namely, I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.
5. Claims shall be reviewed and approved by the applicable supervisor.
6. Any claims for out-of-state or overnight travel shall include a copy of the prior authorization, and be signed by the department director.
7. All claim forms shall clearly state whether payment is to be made to the individual for expenses incurred or to the ~~SNOHOMISH COUNTY~~ Snohomish County 911 credit card.
8. Claim forms shall include full documentation of the event and related expenses. All claims for reimbursement shall be forwarded to the Finance Department.
9. All Claims for mileage shall include geo-software mappings ~~sufficient~~ documentation ~~(i.e. MapQuest printout)~~.
10. All claims should be submitted in a timely manner, fifteen (15) business days or less following the expenditure or the complete of travel. No claim for reimbursement shall be approved if submitted more than fifteen business days following the expenditure or completion of travel, unless good cause is shown why the claim for the reimbursement was not submitted at the completion of travel. Reimbursement for claims over fifteen (15) days shall be approved or disapproved by the Executive Director or his designee.
11. For employees who frequently travel around the county as a requirement of their position, mileage only travel forms can be submitted at the end of each quarter. The employee should make every reasonable effort to make sure these reports are turned in to the Finance department by the last day of each quarter. ~~A MapQuest-Geo-mapping~~ printout or other documentation is not needed if the travel is to standard locations the employee frequently visits (i.e. bank, user agencies).
12. Claim forms will be processed on the next available check run, following approval.

Definitions

Conference – Examples may include, but are not limited to, a symposium, seminar, forum, or convention associated with a league, association, alliance, etc. Can be interpreted to include any formal training session typically attended by an audience from a wide geographic area and organized by a regionally or nationally known entity.

Eligible Expenses - Ordinary, necessary, and reasonable expenses incurred while conducting ~~SNOHOMISH COUNTY~~ Snohomish County 911 business, with the appropriate ~~SNOHOMISH COUNTY 911~~ approvals, and are eligible for non-taxable reimbursement in accordance with IRS regulations.

Eligible Meals – Meals which are sufficiently related to ~~SNOHOMISH COUNTY~~ Snohomish County 911 business and follow the IRS qualifications for tax free meals. <http://www.irs.gov>

Ineligible Expenses - None of the following expenses shall be paid by ~~SNOHOMISH COUNTY~~ Snohomish County 911: travel paid for by any other organization, alcoholic beverages, valet services, meals or lodging accommodation for family or guests, tour bus fees for sightseeing tours, mileage if traveling as a passenger in a privately owned car, trip insurance, hosting, or any other personal expenditure for entertainment or other purposes.

Ineligible Meals – Meals which do not meet the IRS qualifications for a tax free meal or are not sufficiently related to conducting ~~SNOHOMISH COUNTY~~ Snohomish County 911 business, do not qualify for ~~SNOHOMISH COUNTY 911~~ payment reimbursement.

Incidentals – Examples of incidentals include fees and tips given to porters, baggage carriers, hotel maids, stewards or stewardesses.

Per Diem – Daily travel costs covering meal and incidental expense while in travel status. ~~SNOHOMISH COUNTY~~ Snohomish County 911 uses per diem rates for meal and incidentals as established by the Office of the General Services Administration (GSA). The most current per diem rates can be found at the following web address <http://www.gsa.gov>

Tax Home – The IRS identifies this as your regular place of business regardless of where you maintain your family home. It includes the entire city and the general area in which your business or work is located.

Travel Status – The IRS defines this as a time when your duties require you to be away from the general area of your “tax home” substantially longer than the ordinary day’s work, and you need to sleep or rest to meet the demands of your work while away from home. (In almost all cases, this means an overnight stay is involved).

Regular work schedule – Hours a person normally works or assigned hours of work.

Detailed Receipts – Receipts that itemize (list) items purchased including their cost and method of payment. A receipt showing only the total of the purchase does not qualify for a detailed receipt.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #5.16
EMPLOYEE RECOGNITION

Issued 8/15/2019
Revised 4/20/2023

Purpose

~~SNO911~~ Snohomish County 911 is committed to recognizing employees for their achievements made in support of organization objectives, core values, mission statement, and dedication to public service. Recognizing the individual and team accomplishments of employee(s) contributes to a cohesive work environment and supports the retention and attraction of committed and engaged employees.

Definition

For purposes of this policy, employee recognition means any award, certificate, meals or refreshments, or industry events, including an annual Employee Award Ceremony that are intended specifically to promote goodwill, foster a sense of pride in affiliation with Snohomish County 911, promote safety, productivity, reliability, efficiency, dedication, commitment to the community and/or cost savings for Snohomish County 911 and its employees.

Policy

Each program created under this policy will be administered under the direction of the Executive Director. The Executive Director will have final approval on all recognition and award programs within the approved annual budget. In no event shall the total of all awards received by an employee exceed the non-taxable limit as set by the Internal Revenue Service.

The expenditure of funds for meals or refreshments, related to an employee recognition event, must be authorized by the Executive Director in advance.

Employee recognition events, contests, or award programs are subject to each of the following requirements:

- a. The award program or contest must be preceded by written criteria that clearly delineate: the rules, procedures, or basis for eligibility for the program or contest; and the procedure to be used in determining the recipient(s) of the award(s) or recognition;
- b. A written description of the type of recognition which will be given must be available to all eligible employees in advance;
- c. The recognition program must, within reason and consistent with the purpose of the program, be designed to include as many employees as possible; and
- d. All recognition must be documented and a log will be maintained that will include the name of the recipient, recognition received, purpose of recognition, and date awarded. The log will be forwarded to the Finance Department.

Example programs: service milestones, retirement, abnormal work circumstances, special achievements, exceptional performance, training milestones, targeted performance objectives, industry events, positive morale and teamwork initiatives, extraordinary service.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #6.7**

DOMESTIC VIOLENCE LEAVE

Issued 5/23/2018

Revised 10/11/2023

INTRODUCTION

~~SNOHOMISH COUNTY~~Snohomish County 911 is committed to working with employees who are victims of domestic violence, sexual assault or stalking, to prevent abuse and harassment from occurring in the workplace. RCW 49.76 allows victims of domestic violence, sexual assault, or stalking to take reasonable leave including leave on intermittent or reduced schedule basis or intermittent leave from work to engage in remedial activities related to the abuse including:

- to take care of related legal or law enforcement needs,
- to obtain or assist in obtaining medical treatment,
- social services assistance, or mental health counseling,
- to participate in safety planning, to temporarily or permanently relocate,
- or to take other actions to increase the safety of the employee or family member.

Family members may also take reasonable or intermittent leave to help a victim obtain needed treatment or services. Per RCW 49.76.020(5) a family member is defined as any individual whose relationship to the employee can be classified as a child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

Guidelines

Employees must give notice that they will be taking leave in advance, when possible. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, the employee or his or her designee must give notice to the employer no later than the end of the first day that the employee takes such leave.

An employee must work with the Human Resources staff~~HR~~ to obtain approval for the leave of absence. Verification for leave will be required by ~~SNOHOMISH COUNTY~~Snohomish County 911. An employee may provide one or more of the following: a police report indicating the employee or employee's family member was a victim; a court order providing protection to the victim; documentation from a healthcare provider, advocate, clergy, or attorney; an employee's written statement that

the employee or employee's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document, other similar record, or an employee's written statement.

During leave under this policy, ~~SNOHOMISH COUNTY~~Snohomish County 911 will continue health care coverage for employees who receive medical benefits under ~~SNOHOMISH COUNTY~~Snohomish County 911's group health plan.

Upon return from domestic violence leave, an employee shall be entitled to return to the employee's former position or a position with equivalent pay, benefits, and conditions of employment, unless unusual circumstances have arisen. If the employee chooses not to return to work for any reason, the employee should notify ~~SNOHOMISH COUNTY~~Snohomish County 911 as soon as possible. Failure to return as agreed from an approved leave may be treated as a voluntary resignation of employment.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.2**

EQUIPMENT ISSUE AND CARE

Issued 5/23/2018

**Revised
10/11/2023**

PURPOSE

Employees are trusted to behave responsibly and use good judgment to conserve ~~SNOHOMISH COUNTY~~Snohomish County 911's resources. All employees shall be responsible for the proper use and care of ~~SNOHOMISH COUNTY~~Snohomish County 911 equipment. Resources, supplies, equipment, and information should be utilized for ~~SNOHOMISH COUNTY~~Snohomish County 911 business. Occasional personal use is permissible as long as it does not affect job performance, cause a disruption to the workplace, or result in an expense to the organization. Employees should not use or gain access to equipment or resources they are not authorized for. Employees are expected to use ~~SNOHOMISH COUNTY~~Snohomish County 911 equipment and resources to perform their jobs, including work stations and equipment. Employees wishing to use their own personal devices to perform ~~SNOHOMISH COUNTY~~Snohomish County 911 work should seek approval from management to determine the appropriateness of the request.

EQUIPMENT ISSUE

~~SNOHOMISH COUNTY~~Snohomish County 911 shall account for all equipment issued to employees. Care and maintenance of issued equipment will be the employee's responsibility. Should the equipment become defective, the employee will immediately notify the supervisor or manager for replacement. Upon termination, employees are expected to return all company equipment in proper working order. Failure to return equipment may be considered to be theft and may lead to criminal prosecution.

EQUIPMENT CARE

Each employee is responsible for the proper care and usage and of ~~SNOHOMISH COUNTY~~Snohomish County 911 property. Any equipment malfunction, damage, or safety hazard shall be immediately reported to a supervisor. Any property loss, misuse, or theft should be immediately reported to management.

QUESTIONS

Questions about the proper use of company resources should be directed to your manager.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.4**

OPERATION AND MAINTENANCE OF SNOHOMISH COUNTY 911 VEHICLES

Issued 5/23/2018

Revised 10/11/2023

PURPOSE

To establish ~~SNOHOMISH COUNTY~~Snohomish County 911 policy pertaining to the requirements and responsibilities for operating a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle. ~~SNOHOMISH COUNTY~~Snohomish County 911 is committed to driver and vehicle safety. Employees are expected to follow all laws and regulations while operating a vehicle for ~~SNOHOMISH COUNTY~~Snohomish County 911 business.

DEFINITION OF A SNOHOMISH COUNTY 911 VEHICLE

Any vehicle that is owned, leased, rented, or loaned to ~~SNOHOMISH COUNTY~~Snohomish County 911. This includes equipment that does not require a driver's license but will be operated on a public street.

DRUGS AND ALCOHOL

The use of drugs (prescription included, when such drugs may impact one's ability to drive safely) and alcohol are prohibited while operating ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles or conducting ~~SNOHOMISH COUNTY~~Snohomish County 911 business in the employee's personal vehicle.

USE OF PERSONAL VEHICLE

Whenever possible, ~~SNOHOMISH COUNTY~~Snohomish County 911 recommends the use of ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles for conducting ~~SNOHOMISH COUNTY~~Snohomish County 911 business. When a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle is not available or convenient, the employee may use his/her own personal vehicle.

USE OF SNOHOMISH COUNTY 911 VEHICLE

Any long distance trips or area familiarization into rural areas requires the advanced approval of the Department Manager or Executive Director. A travel plan (route, est. depart/arrive, vehicle occupant's cell contact number) may be required and will be submitted to the Shift Supervisor and Department Manager. In certain circumstances, a portable radio may also be issued by the Shift Supervisor when using a vehicle not equipped with a radio, along with a designated call-sign. ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles will never be taken into extreme rural areas,

mountain passes, back country, unimproved (dirt) roads or other remote areas unless an explicate business purpose exists and with the advanced approval of the Department Manager or Executive Director.

INCLEMENT WEATHER / CONDITIONS

During periods of inclement weather (snow, ice, etc.) use of the vehicles may be restricted and any use of vehicles requires advanced approval by the Department Manager or Executive Director.

PRE-TRIP VEHICLE INSPECTION

The employee who will be using the ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle for ~~SNOHOMISH COUNTY~~Snohomish County 911 business is responsible for performing the pre-trip inspection. The pre-trip inspection shall include:

- Check of signals (turn, brake, backup, and running lamps).
- Check of fuel level.
- Check for dents, dings and/or accident damage to body.
- Check for damage to window glass.
- Check mileage log and note beginning mileage.

POST-TRIP TASKS:

- Update the mileage log as appropriate.
- Report to Operations Manager if fuel level at or below 1/4 tank.
- Immediately report any damage or vehicle issues to the Operations Manager.
- If a travel plan was made, submit the completed plan to the Shift Supervisor or Department Manager upon return to ~~SNOHOMISH COUNTY~~Snohomish County 911.

DRIVER'S LICENSE REQUIREMENTS:

- A. Prospective and current employees, whose job duties include the operation of a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle, must be in possession of a valid and current Washington State driver's license. Under no circumstances shall a ~~SNOHOMISH COUNTY~~Snohomish County 911 employee, whose license has been cancelled, revoked, suspended, or expired, operate a vehicle around or about a roadway.
- B. An employee, whose job duties include the operation of a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle, shall immediately, within twenty-four (24) hours, notify the Executive Director of any change in the status of his/her driver's license or the receipt of any citation for a moving violation in the operation of a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle. Failure to immediately report a driver's license revocation, suspension,

cancellation, or citation, as required by this paragraph, shall result in disciplinary action.

- C. An employee, whose job duties include the operation of a ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle, who fails to report a change in the status of his/her driver's license or the receipt of any citation for a moving violation shall be subject to one or more of the following:
 - 1. Revocation of driving privileges, or
 - 2. Letter of reprimand, or
 - 3. Suspension without pay, or
 - 4. Termination
- D. Any current employee arrested for driving under the influence of alcohol or drugs will be immediately prohibited from operating ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles. If the person is ultimately found not guilty of driving under the influence of alcohol or drugs, driving privileges will be reinstated. If the person is found guilty, driving privileges will be taken away for an additional period not to exceed one (1) year starting with the initial date driving privileges were revoked. If greater than one year has elapsed between the date of arrest and conviction for DUI, the employee's driving privileges will be revoked for, at least, an additional ninety (90) days from the date of conviction. It is the responsibility of the employee to report such an arrest or conviction to the Executive Director.

SEAT BELT USE

Seat belt use is mandatory in all ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles. This applies to both the driver and all passengers in seating location equipped with seat belts.

PASSENGERS

No passengers will be allowed in ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicles except those passengers involved in ~~SNOHOMISH COUNTY~~Snohomish County 911-related business functions.

ACCIDENTS:

- A. Obtain Medical Aid: Obtain emergency medical aid for any injured persons.
- B. Statements: If you are involved in an accident do not admit liability or state that you or ~~SNOHOMISH COUNTY~~Snohomish County 911 will take care of the damages. Do not discuss the accident with anyone other than your supervisor, manager or authorized personnel.

- C. Notify Law Enforcement: Contact the law enforcement agency having jurisdiction for the accident location.

When possible, the law enforcement officer should file an official Police Traffic Collision Report (WSP-159). If damages are significant (i.e., \$750 or more) or if bodily injury has occurred, the officer must file a Washington State Vehicle Collision Report (WSP-161). Both forms are provided by law enforcement agencies within the State of Washington.

- D. Obtain Information: Obtain the following information from other involved parties and witnesses:

- Names,
- Addresses,
- Telephone numbers,
- License numbers, and
- Insurance companies of third parties (names, addresses, telephone numbers),
- If possible, diagram the accident: direction of travel of involved vehicles; location of vehicles on the roadway; and location of traffic signals and signs, obstacles and other pertinent objects.

- E. Notify ~~SNOHOMISH COUNTY~~Snohomish County 911: Immediately notify the following ~~SNOHOMISH COUNTY~~Snohomish County 911 employees or offices, as appropriate:

- Driver's immediate supervisor.
- WCIA claims contact at 206-575-6046 or Evergreen Adjustment during non-business hours at 800-933-4235.
- ~~SNOHOMISH COUNTY~~Snohomish County 911 Executive Director or Operations Manager.

- F. Repair Estimates: As soon as possible, ~~SNOHOMISH COUNTY~~Snohomish County 911 will obtain two written estimates from local garages for repairs to the ~~SNOHOMISH COUNTY~~Snohomish County 911 vehicle. All repair warrants will be forwarded to the finance office.

- G. Accident Report: Drivers report all traffic accidents, regardless of how minor, on a State of Washington Vehicle Accident Report (SF-137).

As soon as possible, preferably on the day of the accident, the ~~SNOHOMISH COUNTY~~Snohomish County 911 driver submits a Vehicle Accident Report to the Executive Director. The Vehicle Accident Report must include the driver's signature and the driver's supervisor's signature. The driver will preserve and attach all accident

documentation: reports, memorandums, witness cards, photographs, evidence and other pertinent information.

- H. Bodily Injury: The Executive Director must be notified in the event of bodily injury to ~~SNOHOMISH COUNTY~~Snohomish County 911 employees.
- I. Claims: An employee who is involved in an accident while driving a privately owned vehicle on ~~SNOHOMISH COUNTY~~Snohomish County 911 business is not reimbursed for deductibles and the employee's insurance is considered primary.

MAINTENANCE

Maintenance scheduling will be the responsibility of the employee assigned primary user of the vehicle.

Maintenance will be conducted in accordance with the manufacturer recommended intervals.

No modification or equipment change to the vehicle will be made without the approval of the Executive Director.

All repairs shall be pre-approved by the Executive Director.

Vehicle cleaning will be the responsibility of the employee assigned primary user of the vehicle.

**SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.5**

ACCEPTABLE USE OF TECHNICAL RESOURCES

Issued 5/23/2018

**Revised
10/11/2023**

INTRODUCTION

~~SNOHOMISH COUNTY~~Snohomish County 911 provides a variety of computing and networking resources to all employees. Access to computers, computing systems and networks owned by ~~SNOHOMISH COUNTY~~Snohomish County 911 imposes certain responsibilities and obligations which are subject to ~~SNOHOMISH COUNTY~~Snohomish County 911 policies and procedures, and local, state and federal laws. All users of these resources must comply with specific policies and guidelines governing their use, and act responsibly while using shared computing and network resources including wireless. The purpose of this policy is to define technology and equipment security, establish guidelines for technology and equipment usage, and identify information restrictions. This policy applies to all users of ~~SNOHOMISH COUNTY~~Snohomish County 911 computing and network resources, whether initiated from a computer and/or network device located on or off the premises.

GUIDELINES:

1. Confidentiality: Employees at ~~SNOHOMISH COUNTY~~Snohomish County 911 have access to confidential and sensitive information and systems. Employees must respect all policies and laws and regulations regarding information that is confidential. Employees should not use information gained during the course of employment for purposes other than performing assigned tasks. Employees should not access confidential information they are not authorized for.

Employees should expect that all files sent, received, or stored will be available for review by ~~SNOHOMISH COUNTY~~Snohomish County 911, and there is no expectation of privacy. Telephone calls may also be monitored and recorded.

Confidential and official ~~SNOHOMISH COUNTY~~Snohomish County 911 information should never be transmitted, forwarded, discussed or otherwise shared with outside individuals, companies, or agencies not authorized to receive that information as part of their immediate, official job functions and should not be sent or forwarded to other employees or agencies that do not need the information to perform their jobs and conduct ~~SNOHOMISH COUNTY~~Snohomish County 911

business. Confidential information should be stored in such a manner as to preclude unauthorized access.

Employees are obligated to promptly report the inappropriate disclosure of confidential information to their supervisor or manager.

SNOHOMISH COUNTY 911 reserves the right to access, review, and copy, modify or delete all such information for any purpose and to disclose it to any party (inside or outside SNOHOMISH COUNTY 911) as it deems appropriate. SNOHOMISH COUNTY 911 will follow all public disclosure and retention laws.

2. Passwords: Employees must use passwords as available to protect against unauthorized access. All users of SNOHOMISH COUNTY 911 systems are individually assigned a user-id and password for the purpose of accessing SNOHOMISH COUNTY 911 systems. Users are individually accountable for activities performed with their user-ids and passwords. Passwords should not be shared with anyone. SNOHOMISH COUNTY 911 passwords are considered to be *regulated, private data*.

Password Security: Passwords for SNOHOMISH COUNTY 911 systems should **not** be identical to those used for personal/non-SNOHOMISH COUNTY 911 online accounts.

Access to information: Employees should not gain access to information or files which are not needed to perform their assigned tasks. This includes network systems, emails, electronic files, printed and hard-copy files, and any other confidential information. Confidential information should be stored and safeguarded to prevent unauthorized access.

Access Control: Access to systems and programs which do not use the SNOHOMISH COUNTY 911 user-id for access control (CAD, etc...), should be reviewed regularly and access for individuals should be removed when they no longer meet the criteria for which they were granted access. Termination of employment, retirement, and job duty changes are just some of the reasons that access may no longer be appropriate. Access to the network can be removed by IT staff by either changing the account password or removing the user-id. Access to other programs should be reviewed by the program administrator. Systems that do not use SNOHOMISH COUNTY 911 user-id for *authentication/authorization* and which do not have a tie to an automated process for user-id disabling after separation from SNOHOMISH COUNTY 911 should be reviewed for possible inclusion in the user-id system or have some automatic account disablement implemented. Monthly reviews of access should be performed for all systems handling sensitive data, regardless of their authentication method.

Third Party Access: Employees should not disseminate information to individuals or agencies that are not authorized to have the information. Information should only be shared in the course of conducting assigned duties. Requests for public disclosure should be forwarded to the Records Custodian.

Employees should not share access to SNOHOMISH COUNTY 911 systems and networks, directly or indirectly, by an off-campus entity or other third party without the approval of the IT Manager or Executive Director.

3. Acceptable Use: Each person using SNOHOMISH COUNTY 911's computer and network resources should:

- Clearly and accurately identify one's self in electronic communications. Do not forge or misrepresent one's identity. Concealing or masking the identity of electronic communications such as altering the source of an email message by making it appear as if the message was sent by someone else is a violation of this policy.
- Use computer and network resources efficiently. Computing resources are finite and must be shared. Users may use SNOHOMISH COUNTY 911's computer and network resources for incidental personal purposes, provided that such use does not:
 - Unreasonably interfere with the use of computing and network resources by other users, or with SNOHOMISH COUNTY 911's operation of computing and network resources;
 - Interfere with the user's employment or other obligations to SNOHOMISH COUNTY 911; or
 - Violate this policy or other applicable policy or law. SNOHOMISH COUNTY 911 retains the right to set priorities on use of the system, and to limit recreational or personal uses when such uses could reasonably be expected to cause, directly or indirectly, strain on any computing facilities, or to interfere with research, instructional or administrative computing requirements, or to violate applicable policies or laws. Examples of inappropriate use include circumventing the editor or moderator to post messages to private (closed) list-servers, sending "chain letters" or engaging in pyramid schemes, or engaging in unauthorized peer-to-peer file sharing. Sending "spam," defined, as unsolicited "junk" e-mail sent to large numbers of people to promote

products or services or inappropriate promotional or commercial postings to discussion groups or bulletin boards, is not permitted.

- Do not harass or intimidate or use computer and network resources for unlawful acts. SNOHOMISH COUNTY 911, in general cannot and does not wish to be the arbiter of content maintained, distributed or displayed by users of the SNOHOMISH COUNTY 911's computing and network resources. For example, SNOHOMISH COUNTY 911, in general, cannot protect users from receiving email they may find offensive. Using the SNOHOMISH COUNTY 911's computer or network resources for illegal activities, however, is strictly prohibited. Unlawful use of SNOHOMISH COUNTY 911 computer and network resources can expose the individual user and SNOHOMISH COUNTY 911 to damages claims, or potential criminal liability. Unlawful uses may include, but are not limited to: harassment and intimidation of individuals on the basis of race, sex, religion, ethnicity, sexual orientation or disability; obscenity; child pornography; threats; theft; attempting unauthorized access to data; attempting to breach security measures on any electronic communications software or system; attempting to intercept electronic communication transmissions without proper authority; and violation of intellectual property or defamation laws. Do not use computer systems to send, post, or display slanderous, unprofessional, inappropriate or defamatory messages, text, graphics, or images. By using SNOHOMISH COUNTY 911's computer and network services, each user accepts the responsibility to become informed about, and to comply with, all applicable laws and policies.
- Use of SNOHOMISH COUNTY 911 technical resources and networks is for conducting SNOHOMISH COUNTY 911 business. Incidental personal use is permissible to the extent that it does not violate other provisions of SNOHOMISH COUNTY 911 policies or interfere with the performance of employee's duties. Using official SNOHOMISH COUNTY 911 email accounts for personal use is not permitted. Use of your computer account or the network for commercial activities that are not approved by appropriate supervisory personnel consistent with applicable policy, or for personal financial gain is prohibited. Examples of prohibited uses include using your computer account for engaging in unauthorized consulting services, software development, advertising products/services, and/or other private commercial activity. Personal use of restricted systems, including CAD/RMS and ACCESS is specifically prohibited. Employees who have access to these systems must follow established policies and procedures for acceptable use

- Respect SNOHOMISH COUNTY 911 property. Misuse of SNOHOMISH COUNTY 911 property includes, but is not limited to, theft or damage of equipment or software, installing unauthorized applications, knowingly running or installing computer viruses or password cracking programs, attempting to circumvent installed data protection methods that are designed and constructed to provide secure data and information, or in any way attempting to interfere with the physical computer network/hardware, or attempting to degrade the performance or integrity of any SNOHOMISH COUNTY 911 network or computer system.
 - Make only appropriate use of data to which you have access. Authorized SNOHOMISH COUNTY 911 personnel may have access to data/information beyond what is generally available, and should only access and use this data/information in accordance with performing assigned tasks. Privileged access to data may only be used in a way consistent with applicable laws, SNOHOMISH COUNTY 911 policies, and accepted standards of professional conduct. Those who have access to databases that include personal information shall respect individual privacy and confidentiality, consistent with applicable laws and SNOHOMISH COUNTY 911 policies regarding the collection, use and disclosure of personal information.
4. Copyrighted Information: Respect copyright and intellectual-property rights. Users must adhere to the U.S. Copyright Act and the terms and conditions of any and all software and database licensing agreements. Any form of original expression fixed in a tangible medium is subject to copyright, even if there is no copyright notice. Examples include music, movies, graphics, text, photographs, artwork and software, distributed in any media – including online. The use of copyrighted work (such as copying, downloading, file sharing, distribution, public performance, etc.) requires either:
- The copyright owner's permission, or
 - An exemption under the Copyright Act. The law also makes it unlawful to circumvent technological measures used by copyright owners to protect their works. Copyright infringement exposes the user, and possibly SNOHOMISH COUNTY 911, to heavy fines and potential criminal liability. Therefore, without limitation of other possible sanctions, SNOHOMISH COUNTY 911 may refuse, suspend and/or terminate computer and network access, with respect to any user who violates the copyright law, or who uses the SNOHOMISH COUNTY 911's computer and network resources

contrary to the terms of SNOHOMISH COUNTY 911's software or database license agreements.

5. Installing software: Some software programs may be incompatible with SNOHOMISH COUNTY 911's computer systems or may contain viruses. The tech department will determine whether software programs are in conflict with other network resources, prior to the installation of any new software. It is not permissible to install personal software/application on any SNOHOMISH COUNTY 911 computer.
6. Prohibited Use: Use of the computer systems to engage in any communications that are in violation of SNOHOMISH COUNTY 911 policies, including transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization, is strictly prohibited.
7. Misuse/Non-Compliance: Users who misuse SNOHOMISH COUNTY 911's technical resources or who fail to comply with SNOHOMISH COUNTY 911's written usage policies, regulations and guidelines are subject to one or more of the following consequences:
 - Temporary deactivation of computer/network access
 - Permanent deactivation of computer/network access
 - Corrective action up to and including termination of employment
 - Subpoena of data files
 - Legal prosecution under applicable federal and state laws
 - Possible penalties under the law, including fines and imprisonment

Violations, complaints and questions should be directed to the Management Team.

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

BUILDING AND SECURITY

Issued 5/23/2018
Revised 2/17/2022

Revised
10/11/2023

POLICY

It is the policy of ~~SNOHOMISH COUNTY~~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 SNO Snohomish County 911 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 SNO Snohomish County 911 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 SNO Snohomish County 911 employee. SNO Snohomish County 911 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 SNO Snohomish County 911 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 SNO Snohomish County 911 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~~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.

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.7

Use of Personal Equipment for Remote Support

Issued 5/23/2018

Revised 10/11/2023

Purpose

To provide guidelines to staff on the use of personal equipment when connecting to ~~SNOHOMISH COUNTY~~Snohomish County 911 or ~~SNOHOMISH COUNTY~~Snohomish County 911 member agency laptops, desktops, servers, networking equipment or any other systems capable of being connected to from a remote location.

Scope

The Criminal Justice Information Systems (CJIS) security guideline (Security Policy version 5.5, section 5.5.6.1) prohibits or restricts the use of personal equipment when accessing systems that may contain CJIS data. Since it is very difficult to determine when an employee will be remotely connecting to a system that contains or may transmit CJIS data, it is the stance of ~~SNOHOMISH COUNTY~~Snohomish County 911 that all technical support work must be conducted using approved, ~~SNOHOMISH COUNTY~~Snohomish County 911 owned equipment only.

Guidelines

Personal Equipment

Any computer hardware that is not owned, managed, and maintained by ~~SNOHOMISH COUNTY~~Snohomish County 911 or a ~~SNOHOMISH COUNTY~~Snohomish County 911 member agency.

This includes laptops, desktops, tablets, cell phones or any other electronic device used to connect to the ~~SNOHOMISH COUNTY~~Snohomish County 911 internal network is not to be used to access any internal ~~SNOHOMISH COUNTY~~Snohomish County 911 system that may contain or transmit CJIS restricted data.

Home or Public Internet Access

Employees often have the need to use non-~~SNOHOMISH COUNTY~~Snohomish County 911 owned and maintained internet and network connections. If, at any time, an employee needs to use any internet or network connection to connect to the ~~SNOHOMISH COUNTY~~Snohomish County 911 network, the technician

must use Advanced Authentication as outlined in **SNOHOMISH COUNTY**Snohomish County 911 PAM Policy #7.8 –*Use of Advanced Authentication for Remote Access.*

SNOHOMISH COUNTY 911
Personnel Administrative Manual
POLICY #7.8

Use of Advanced Authentication for Remote Access

Issued 5/23/2018

Revised 10/11/2023

Purpose

To provide guidelines to staff on the use of personal equipment when connecting to ~~SNOHOMISH COUNTY~~Snohomish County 911 or ~~SNOHOMISH COUNTY~~Snohomish County 911 member agency laptops, desktops, servers, networking equipment or any other systems capable of being connected to from a remote location.

Scope

The Criminal Justice Information Systems (CJIS) security guideline (Security Policy version 5.5, section 5.6) requires the use of Advanced Authentication when accessing any system that may contain or transmit CJIS restricted data from a non-secure location. All ~~SNOHOMISH COUNTY~~Snohomish County 911 staff must use Advanced Authentication according to the guidelines outlined below.

Guidelines

Personal Equipment

No personal equipment shall be used per **SOM IT-014 —~~SNOHOMISH COUNTY~~Snohomish County 911 - Use of Personal Equipment for Remote Support.**

Non-secure Locations

Any location that is outside of the ~~SNOHOMISH COUNTY~~Snohomish County 911 secure facility. This includes but is not limited to the staff member's home, personal vehicle, public coffee shop, or any location deemed as non-secure as outlined in CJIS Security Policy version 5.5, section 5.9.1, Physically Secure Location.

Advanced Authentication

Advanced Authentication shall be employed at any time when an employee has a need to connect to the ~~SNOHOMISH COUNTY~~Snohomish County 911 network from a location outside of the ~~SNOHOMISH COUNTY~~Snohomish County 911 main building. Advanced authentication shall be performed using the staff member's

security ID badge and pin number. The pin number shall conform to the guidelines set forth in the CJIS security guidelines (Security Policy version 5.5, section 5.6.2.1.2). Those guidelines are as follows

The pin number must be a minimum of six (6) digits
The pin number must have no repeating digits (i.e., 112233)
The pin number must have no sequential patterns (i.e., 123456)
The pin number must not be the same as the user ID
The pin number must expire within a maximum of 365 days
The pin number must not be identical to the previous 3 PINs
The pin number must not be transmitted in the clear outside of the secure location
The pin number must not be displayed when entered



ACTION PROPOSAL FORM

Date: 10/6/2023

Action Title: PANO AI Lease Agreement – Deer Creek

Time Sensitivity: Normal

Background / Purpose:

Sky Valley Fire recently received a grant to install PANO AI 360 degree Fire Watch Cameras at one of the SNO911 tower sites. PANO AI is an artificial intelligence based camera system designed for real-time early detection of forest fires. Sky Valley fire determined the Deer Creek Tower Site would be ideal for this trial. The Department of Natural Resources has recently contracted with PANO AI to install their system at approximately 20 of their sites across the state.

SNO911 has been working with our legal team and PANO AI to negotiate a site lease to allow PANO AI to install their cameras and computer equipment at the Deer Creek site. Since the system will be used exclusively by Sky Valley Fire, we determined the rates for the lease based on rates we would typically charge one of our public safety agencies. Although PANO AI is a commercial entity, the system is exclusively for public safety use. PANO AI has also agreed to allow SNO911 access to the system should we find it beneficial to us at no additional charge.

We have provided provisions in the MLA and SLA to allow us to cancel the current SLA should Sky Valley Fire no longer be the exclusive user of the system. In addition, we have provisions that will allow us to negotiate new lease rates with PANO AI should they desire to leave the equipment at the site and provide access to other, non-public safety entities.

While we are currently finalizing the lease with PANO AI, we feel it is substantially complete and are asking for Board approval this month in order to complete the lease. This will allow PANO AI to install their equipment before the Deer Creek site is snowed in for the winter.

The Finance Committee reviewed and approved this recommended action.

Recommendation/Motion:

Authorize the Executive Director or his designee to sign the Master Lease Agreement and Site License Acknowledgement for the Deer Creek Tower Site with PANO AI in a form substantially as presented, pending final legal review.

SNOHOMISH COUNTY 9-1-1

MASTER LICENSE AGREEMENT

This **MASTER LICENSE AGREEMENT** ("**Agreement**"), by and between **SNOHOMISH COUNTY 9-1-1**, a Washington inter-local non-profit corporation ("**Licensor**"), and **PANO AI, INC.**, a Delaware corporation ("**Licensee**"). Licensor and Licensee may be referred to where appropriate individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

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

WHEREAS, Licensee wishes to obtain a non-exclusive license to use certain portions of Licensor's property for purposes of locating unmanned communications and direct support equipment and related Licensee-owned buildings, shelters, antennae support structures and utilities, all as more specifically described in the applicable Site License Agreement ("**Communications Facilities**") on such property; and

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

WHEREAS, Licensor and Licensee both agree to cooperate consistent with the terms of this Agreement to allow Licensee to locate its Communications Facilities on the property.

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

1. ENTIRE LICENSE AGREEMENT

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

2. USE

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

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the Communications Facilities as specifically described in the applicable SLA. Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

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

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

Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities. Such levels of coordination shall be defined within each SLA. Licensor will respond to Licensee's request regarding coordination of the installation of Licensee's Communications Facilities within thirty (30) days after receiving Licensee's request.

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

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

2.5 Prior to the execution of any SLA, Licensor shall, at Licensee's expense, execute such appropriate engineering studies and facilitate the creation of design documents and applications as may be required (i.e., by virtue of Licensor's ownership of or rights in the Site) for any governmental agency with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensor

shall not under any circumstances be obligated to execute any application or other document that, in Licensor's reasonable judgment, will in any way impair, limit or adversely affect Licensor's rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensor.

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

2.7 Licensee shall submit its construction and installation plans and list of contractors and subcontractors for written approval by Licensor prior to any construction or installation work on the Site. These plans and specifications will be attached as an exhibit to each SLA. These plans and specifications will be updated as submitted by Licensee and approved by Licensor and will become part of the SLA for the Site. Licensor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Licensor.

2.8 Any structural enhancements to the Site required for Licensee's Communications Facilities shall be at Licensee's sole risk and expense. At completion, such structural enhancements shall become the property of Licensor and subject to the provisions of this Agreement and documentation to that effect shall be provided by Licensee upon the request of Licensor.

2.9 Licensee shall provide all labor for the installation, maintenance and repair of Licensee's Communications Facilities on the Site.

2.10 After initial installation of Licensee's Communications Facilities, Licensee shall not, without prior written notice to and approval from Licensor, perform or arrange to perform any activities on the Site. Emergency repairs required to repair significant outages are permitted, provided Licensor is notified immediately follow such work and that no changes are made in any aspect of the Communications Facilities or frequencies.

3. TERM

The initial term of this Agreement ("**Initial Term**") is one (1) year commencing on the Effective Date – which is defined as the later date of the two signatures which authorize this Agreement below. Each SLA shall have its own effective date and term, as defined in the applicable SLA.

Following the Initial Term, this Agreement shall automatically renew for one (1) 5-year "**Renewal Term**". Should the Licensee choose not to exercise the Renewal Term, the Licensee shall provide the Licensor advance written notice of such election not less than ninety (90) days prior to the expiration of the Initial Term. At such time, Licensee will be responsible to remove all Communications Facilities by the completion of the Initial Term.

4. TERMINATION

4.1 Termination by Licensor with Cause: In addition to any other rights to terminate an SLA or this Agreement, Licensor has the right to terminate an SLA and all of Licensee's rights to the Site upon fifteen (15) days' written notice to Licensee (i) if any Communications Facilities placed on the Site by Licensee unreasonably interferes with any equipment located on the Site, in the sole discretion of Licensor, and Licensee fails to resolve the interference to the satisfaction of Licensor within fifteen (15) days of the date of such notice or (ii) if the lessor of the underlying lease (if applicable) revokes its consent to the SLA. In emergency situations, as determined in the reasonable discretion of Licensor, Licensor may turn off Licensee's equipment immediately without prior notice but must give written notice to the Licensee as soon as practical.

4.2 Termination by Licensee with Cause: In addition to any other event of termination of an SLA or this Agreement, Licensee shall have the right to terminate an SLA upon thirty (30) days prior written notice to Licensor upon the occurrence of any of the following: (i) any certificate, permit, license, or approval specified in the SLA is rejected, (ii) any certificate, permit, license, or approval specified in the SLA cannot be obtained in a timely fashion, or (iii) any previously-issued certificate, permit, license, or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, provided that Licensee has used its best efforts to keep such certificate, permit, license, or approval in force.

4.3 Annual Fees if Early Termination: If the Licensee terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date without cause, or if Licensor terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date with cause under 4.1(i) or 4.7, any prepaid Annual Fees for the current year (as described in Section 5 below) shall be retained by Licensor. If Licensor terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date without cause, any prepaid Annual Fees will be refunded to Licensee on a pro rata basis based on the termination date of the Agreement or applicable SLA.

4.4 Termination of Agreement without Cause: Either Party may terminate this Agreement upon one hundred and twenty (120) days written notice to the other Party.

4.5 Damage or Destruction: Upon destruction or partial destruction that renders the Site unable to be used for its intended purpose, Licensor is not under any obligation to reconstruct or repair said Site and Licensor or Licensee may terminate the SLA. Any Annual Fees collected for the Site will be returned to the Licensee on a pro rata basis.

4.6 Licensee's Insolvency: Licensor may terminate this Agreement upon Licensee's insolvency if Licensee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Licensee.

4.7 Licensee's Breach:

- (a) Licensors may terminate this Agreement upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay any fees by the tenth (10th) day of the month that it is due.
- (b) Licensors may terminate this Agreement if Licensee breaches or fails to perform or observe any of the terms and/or conditions of this Agreement, other than payment of fees, and fails to cure such breach or default within thirty (30) days after written notice from Licensors or such longer period, up to sixty (60) days, as may be reasonably required, within Licensors' reasonable discretion, to complete a cure commenced within the provided cure period and being diligently and continuously pursued by Licensee.

4.8 Notice of Termination: Notice of termination shall be provided in accordance with Section 4.

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

5. FEES

5.1 ANNUAL FEE

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

- (a) The Annual Fee shall be due and payable on the first day of the first month following the anniversary of the Effective Date of this Agreement.
- (b) The initial Annual Fee for each Site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement; and
- (c) Should the Licensee fail to remove its Communications Facilities from a Site upon the termination date or term expiration, the Annual Fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Communications Facilities are removed from the site and the restoration of the Site has occurred according to this Agreement. If upon termination or term expiration the access to the Communication Facilities is impassable due to inclement weather or other conditions out of Licensee's control, the Parties shall work together to remove the Communications Facilities in a reasonable amount of time and the Annual Fee for this period shall not be charged.

5.2 APPLICATION FEE

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

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

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

5.3 ADJUSTMENT OF FEES

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

5.4 OTHER REIMBURSABLE FEES

From time to time, Licensee may request assistance with matters regarding the Site. Without limiting the generality of the foregoing, Licensors cost amounts recoverable by Licensors hereunder shall consist of pre-approved (by Licensee), reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service, and other expenses. All costs shall be documented in sufficient detail when invoiced to Licensee.

5.5 INTEREST

If Licensee fails to pay any fee within thirty (30) days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower.

5.6 OTHER AMOUNTS

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

6. SITE LICENSE APPROVAL

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

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

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

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

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

antennae or coax at a Site or change in the height, physical size, or placement of such antennae shall be deemed a material alteration.

6.5 In the event Licensee shall install or materially alter any Communications Facilities or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of an SLA or SLA Amendment relating to such installation or material alteration, Licensee shall pay in addition to any other fees a retroactive monthly charge for each month of such unauthorized installation in the amount set forth in **Exhibit B**. In addition, Licensee shall immediately submit to Licensor an application for such installation or alteration and, to the extent a mutually acceptable SLA or SLA Amendment cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of five (5) years preceding the date of discovery by Licensor of such unauthorized installation or alteration.

7. SITE ACCEPTANCE

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

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

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

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

8. PERFORMANCE OF THE WORK

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

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

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

8.4 Licensee shall promptly and satisfactorily correct or replace any Work or Communications Facilities found to be defective or not in conformity with the requirements of this Agreement. If Licensee fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, Licensors may, after ten (10) days' written notice to Licensee (or sooner, upon Licensors's determination of an emergency), perform such Work and make such corrections and replacements in coordination with Licensee at Licensee's sole risk and expense and Licensee shall reimburse Licensors for the entire expense thereby incurred.

8.5 Installation of the Communications Facilities must not adversely affect the structural integrity or maintenance of the Site or any structure or improvement on the Site and the resulting Communications Facilities on the Site shall be reasonably inconspicuous.

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

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

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

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

8.10 The Work and the Communications Facilities (i.e., as it relates to the Work) shall at all times be subject to reasonable visual inspection by Licensor. No inspection, delay, or failure to inspect, or failure to discover any defect or non-compliance by Licensor shall relieve Licensee of any of its obligations under this Agreement. Licensor may test the Work and the Communications Facilities upon twenty-four (24) hour prior notice to Licensee. Licensee may have a representative present at any testing of the Work and/or the Communications Facilities.

8.11 Licensee shall notify Licensor promptly in writing when Work is complete.

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

8.13 Licensee shall give immediate attention to, and shall use reasonable efforts to promptly, courteously, and equitably respond to, adjust, and settle (without obligating Licensor in any way), all complaints received by Licensee or Licensor from third parties arising out of or in connection with performance of the Work and/or health or safety concerns pertaining to Licensee's Communications Facilities. Licensee shall promptly notify Licensor of all such complaints, identify who the Licensee point of contact is and any action taken (or to be taken) in connection therewith. In handling any complaints, Licensee shall respond to the customer within twenty-four (24) business hours of receipt of the complaint and use its best efforts to maintain and promote good public relations for Licensor.

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

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

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

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

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

9.5 Licensee shall use its best efforts to resolve, as promptly as possible, technical interference problems caused by Licensee's Communications Facilities with respect to (i) any Licensor owned or operated equipment installed on the Commencement Date; and (ii) any third party equipment legally installed as of the Commencement Date or, with respect to additional Licensee Communications Facilities added to a Site following the Commencement Date with respect to such Site, any Licensor or third-party equipment legally installed as of the date such additional Communications Facilities was installed. If such interference is destructive (as defined by the FCC), such interference must be resolved as soon as possible and if such interference cannot be resolved within twenty-four (24) hours, Licensee shall discontinue its signal until the interference is corrected, even if operating in compliance with FCC regulations. Nondestructive, intermittent interference must be corrected within thirty (30) days or Licensee's signal shall be disconnected until the interference is resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the problem not be resolvable to the satisfaction of the facility manager, the new tenant may be unable to use the facility.

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

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

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

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

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

9.33 Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

9.34 Upon request, the Licensor will attempt to provide an accurate record of all transmitters located at the sites to include frequency, power, antenna type, antenna attachment location, azimuth, beam width, and FCC License (when applicable).

10. LIENS

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

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

10.3 If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company

or by bonding, and/or terminate Licensee's rights to the Site(s).

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

11. ELECTRICAL UTILITY SERVICE

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

In the case of the Licensee locating within a building operated by the Licensor, Licensee may arrange for the installation of a separately metered panel to isolate their charges for direct payment to the utility. Licensee may also install its own backup power (UPS); however, installation of a diesel generator will require Licensee to carry Pollution Liability Insurance, with terms and limits acceptable to the Licensor. The exact location of proposed utility routes and the manner of installation will be part of the SLA described in this Agreement.

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

12. ACCESS TO THE SITE

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

- (a) Licensor provides as a part of this Agreement access rights to the Licensee to traverse all property that it owns or has legal rights to allow access for other parties to travel to the Site.
- (b) Licensor does not provide nor guarantee site access as the access roads to the Site(s) are not owned and maintained by Licensor in all cases. Some access will require separate access agreements with other landowners and is the responsibility of Licensee to obtain.
- (c) Access to Licensee Communications Facilities on Licensor owned communication towers requires coordination and authorization by Licensor in advance of Licensee accessing its Communications Facilities on these structures. Licensee will be required to perform Work with qualified and insured personnel.
- (d) Licensee will be provided an independent access method to the site (e.g., keys) and may update keys from time-to-time for security purposes. Licensee is not allowed to make duplicates of security keys except for their direct staff.

- (e) Access to the Site may be by foot or motor vehicle, including trucks. Heavy vehicles may require coordination with landowners and is the responsibility of Licensee to coordinate.
- (f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.
- (g) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.
- (h) This Agreement does not provide access authorization to any other SNO911 facility regardless of key/access method provided.
- (i) Except for emergency situations, Licensor requires a minimum of 24-hour notice prior to accessing any site in this Agreement or any of its accompanying SLAs. Licensee shall provide notice the Licensor via the phone numbers provided for Licensor in Section 18.
- (j) In emergency situations, Licensee shall have the right to immediately access its Communications Facilities, Licensee and shall provide access notice to Licensor as soon as reasonably possible.

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

13. INSURANCE

13.1 REQUIRED INSURANCE OF LICENSEE

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

- (a) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon all of Licensee's Communications Facilities in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facilities. Licensor should be endorsed on the policy as a joint Loss Payee. Licensee may self-insure this coverage.
- (b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Licensor shall be named as an additional insured under the Licensee's Commercial General Liability insurance policy with respect this License Agreement using ISO endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.

- (c) if Licensee owns one or more vehicles, Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, and if User does not own one or more vehicles, a Hired Non-Owned Auto policy with equivalent coverage. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

[TO SNO911 : N/A given specifics of Pano equipment]

- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (e) [TO SNO911: Excess will not sit over the top of a HNOA (hired non-owned auto) policy. Pano does not own or lease vehicles and so is ineligible for an owned auto policy.] Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability. The Licensor shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

13.2 Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits:

- (a) Commercial General Liability insurance shall be written with limits no less than \$ 5,000,000 each occurrence, \$ 5,000,000 general aggregate.
- (b) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1 ,000,000 per accident.
- (c) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Licensee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

writing not less than thirty (30) days before any requested material change, reduction in coverage, cancellation, or termination of the insurance.

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

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

13.3 NO LIMITATION ON LIABILITY

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

13.4 COMPLIANCE

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

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

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

14. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 Licensee agrees to indemnify, defend, and save harmless Licensor, its officers, and employees from and against any and all claims, losses, damages and expenses, including attorneys' fees, arising out of or in connection with the performance of this Agreement, to the extent that such claim, loss, damage, or expense is attributable to (i) any negligent act or omission or willful misconduct of Licensee or anyone directly or indirectly employed by Licensee, including contractors and subcontractors of Licensee; or (ii) environmental hazards or pollutants transported to, stored on or disposed of on any Site by Licensee.

14.2 In the event that the Licensee and the Licensor are both negligent, then Licensee's liability for indemnification of the Licensor shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses

(including reasonable attorneys' fees and disbursements) that can be apportioned to the Licensee, its employees, agents, contractors and/or subcontractors.

14.3 Licensee waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington); provided, however, that Licensee's waiver of immunity through the provisions of this section extends only to claims against Licensee by Licensor pursuant to this Agreement, and does not include, or extend to, any claims by Licensee's employees directly against Licensee. The Parties hereby acknowledge that this waiver of immunity was expressly negotiated and agreed to by the Parties.

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

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

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

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

15. ASSIGNMENT

Upon written notice to Licensor, this Agreement and Licensee's interests herein, may be in whole or in part sold, assigned, licensed or transferred by the to the Licensee's principal, affiliates, subsidiaries, associated entities, controlled entities, related entities, joint venture partners, entities under common control with Licensee, entities controlling Licensee or any entity which acquires all or substantially all of Licensee's assets by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, licensed or transferred without the written consent of the Licensor, such consent will not be unreasonably withheld or conditioned. Licensor may assign its rights under this License to any other party. Licensor reserves the right to require Licensee to provide appropriate information in order to properly evaluate the request. Licensor reserves the right to charge Licensee a reasonable fee for administrative costs, or a minimum of one thousand five hundred dollars (\$1,500), whichever is greater, for the review and processing of any assignment, delegation, sublicense, or other transfer or grant.

16. LICENSOR MAINTENANCE AND REPAIRS

Licensor will maintain its facilities and improvements, access to the Communications Facilities that is within Licensor's control, and the property in a structurally safe and sound condition. This includes but is not limited to basic maintenance and repair to its facilities and improvements, vegetation management and insect/pest removal and removal of visual detractors such as graffiti. Licensor will be entitled to be reimbursed for a portion of its costs by Licensee as established in the SLA for the Site.

17. COOPERATION AND COORDINATION

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

17.2 If any part of the Work depends upon the results of other work by Licensor or others, Licensee shall, prior to commencing such Work, notify Licensor in writing of any actual or apparent deficiencies or defects in such other work that render it unsuitable for performance of the Work. Failure of Licensee to so notify Licensor shall constitute an acceptance by Licensee of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

18. EMERGENCIES

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

Licensor:

- | | |
|--------------------------------|--------------|
| 1. Normal business hours: | 425-407-391 |
| 2. 24-hour on-call technician: | 425-407-3958 |

Licensee:

- | | |
|---------------------------|-------|
| 1. Normal business hours: | _____ |
| 2. Emergency hours: | _____ |

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

19. SURRENDER OF SITE; HOLDING OVER

19.1 Upon the expiration or other termination of an SLA for any cause whatsoever, Licensee must remove its Communications Facilities and peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear, casualty, and condemnation. Licensee will repair any damage caused during the removal of its Communications Facilities, normal wear and tear excepted.

19.2 If Licensee's Communications Facilities are not so removed within thirty (30) days of expiration or other termination, unless access to the Communication Facilities is impassable due to inclement weather or other conditions out of Licensee's control, Licenser has the option to disconnect power and remove and dispose of all such Communications Facilities (and retain any proceeds, if applicable, to such disposal) to cease operation and Licensee shall be responsible for damaged equipment or any other damages due to the inoperability of the equipment. If Licenser does not dispose of such Communications Facilities, the Licenser at its sole discretion may become the owner of such Communications Facilities.

19.3 If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licenser in writing, constitute and be construed as a month-to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent (125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licenser shall have the option to require Licensee's removal of all Communications Facilities upon giving thirty (30) days written notice of termination of said month-to-month tenancy. If the Communications Facilities are not removed by Licensee within said thirty (30) day notice period, Licenser shall have the option to remove such Communications Facilities and Licensee shall be responsible for all costs and expenses associated with such removal, unless access to the Communication Facilities is impassable due to inclement weather or other conditions out of Licensee's control.

20. REPRESENTATIONS AND COVENANTS

20.1 Each Party mutually represents and warrants to the other:

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

- (c) That the persons signing on behalf of the Licensor or Licensee are authorized to do so.

20.2 Licensee represents and warrants:

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

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

20.4 Except as specifically set forth in Sections 20.1 and 20.3, Licensor makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

21. ENVIRONMENTAL MATTERS

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

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

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

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

22. SUBORDINATION

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

22.2 Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground license, tower license, easement, license, franchise, permit or other instrument of authorization or conveyance ("**Instrument**") with respect to a particular Site. Licensee agrees to commit no act or omission which would constitute a violation of the terms and conditions of any Instrument for a particular Site.

- (a) Licensor shall not be required to obtain any consent required under any Instrument from the landlord or other party to such Instrument for purposes of this Agreement, unless expressly set forth in the SLA.
- (b) If a restriction contained in an Instrument for a particular Site and not set forth on the applicable SLA prevents Licensee from installing, maintaining, or operating the

Communications Facilities or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately.

- (c) Upon the termination or expiration of any Instrument with respect to a particular Site, the SLA relating to such Site shall automatically terminate without liability to either Party. Licensee acknowledges that many of Licensor's underlying Instruments grant to the property owner the right to terminate such Instruments, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith.
- (d) Upon any sale or other transfer of all or any portion of a Site, the applicable SLA will automatically terminate except to the extent the purchaser or transferee and Licensee enter into an agreement for Licensee's continued use of the Site and release Licensor from any further obligation or liability with respect to the Site. Licensor shall have no obligation to request or obtain such agreement from the purchaser or transferee.
- (e) Licensor will not materially breach the terms or conditions of any Instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

23. PROTECTION OF PROPERTY AND PERSONS

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

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

24. COMPLIANCE WITH LAWS

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

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

- (b) Industry standards and codes; and
- (c) Licensor's standard practices, specifications, rules, and regulations which will be provided by Licensor to Licensee on request.

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

25. PERMITS AND PROTECTION OF EXISTING RIGHTS

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

26. ENTIRE AGREEMENT

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

27. SEVERABILITY

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

28. SURVIVAL

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

29. BINDING EFFECT

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

30. HEADINGS

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

31. NON-WAIVER

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

32. DRAFTING OF AGREEMENT

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

33. NOTICES AND OTHER COMMUNICATIONS

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

For the Licensor:

Name: Radio Site Leasing
Snohomish County 911
Address: 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208
Phone No. 425-407-3911
Email: accounts@sno911.org

For Licensee:

Name: Pano AI, Inc.
Attn: Lease Administration – Site ID: Deer Creek
Flats
Address: 3130 20th Street, Suite 175, San Francisco, CA 94110
Phone No. 972.639.7325
Email: Lease-administration@pano.ai

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice by mail is deemed received three (3) business days following deposit with reliable courier.

34. GOVERNING LAW AND VENUE

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

35. FORCE MAJEURE

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

36. TIMELY RESPONSE

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

37. EXAMINATION OF RECORDS

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

38. RISK OF LOSS

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

39. REIMBURSEMENT AND PAYMENT

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

(Signatures on Following Pages)

Snohomish County 9-1-1

Date: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) SS.

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

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

LICENSEE:

PANO AI, INC.

By: _____
Michael Golub, VP Finance and Strategy

Date: _____

NOTARY BLOCK FOR LICENSEE:

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.

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

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

PRINTED NAME: _____

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

Exhibit A

Site License Acknowledgement Form

This Site License Acknowledgment ("SLA"), dated as of _____ (the "Commencement Date"), is made to the Master License Agreement between Snohomish County 9-1-1 ("Licensor") and Pano AI, Inc. ("Licensee") dated _____. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

Notice to Licensee: This Agreement and/or SLA does not provide additional rights or access beyond those provided to Licensor by landlord(s) provided in attached Lease or Easement agreements. This SLA is subject to the terms, limits, and conditions within the included Licensor's lease for this site. In addition, this SLA and the Agreement supersedes all existing agreements between Licensor and Licensee at this location.

1. Site Identification

1.1. Name and/or Number:

1.2. Site Address:

1.3. Site Legal Description:

1.4. The Site is:

- ☐ Owned by Licensor
- ☒ Leased by Licensor (Licensor's lease attached)
- ☐ Used under easement to Licensor (copy of Easement attached)

2. Term [insert commencement date and length of term]

This SLA shall commence upon full execution of this SLA. This SLA shall terminate on October 30, 2029, unless terminated at an earlier date pursuant to the Master License Agreement, including but not limited to if the Master License Agreement is terminated prior to the termination date of this SLA. Additionally, this SLA shall terminate immediately upon the event that Sky Valley Fire is no longer a customer of Licensee at this Site. Licensee has the duty to notify Licensor immediately upon Licensee becoming aware that Sky Valley Fire no longer intends to be Licensee's customer at this Site. The parties may renew this SLA upon mutually agreeable terms.

3. Licensee Communications Facilities Description

3.1. Antenna [one table per Antenna]

ID	N/A
Description	
Antenna Manufacturer	
Antenna Model Number/Name	
Attachment Height	
Azimuth	
Beam Width	
Power (ERP)	
Feed Line	

3.2. Transceiver [one table per Transceiver]

ID	
Description	
Transceiver Manufacturer	
Transceiver Model Number/Name	
Bandwidth	
Transmitter Power (W)	
Antenna (reference table in 2.1)	
Location	
FCC License	

3.3. Other Communications Facilities [if applicable]

4. Space provided to Licensee by Licensor

5' x 3' space for h-frame on the ground next to shelter and ice bridge. See Install Overview deck for details.

5. Power provided to Licensee by Licensor

Item	Voltage	Breaker	Quantity	Backup
1				

6. Fees

6.1. Annual Fee:

For communication equipment, space, and power detailed in sections 3, 4, and 5.

6.2. Maintenance / Utility Fee:

6.3. Application Fee:

6.4. Any additional fees as required by Licensor's lease to be paid to the landowner from co-locators [address future increases as well]: Specific fees TBD. They will be passed through to Licensee, with 10% mark-up to cover Licensor's administrative overhead and expenses.

6.5. Any applicable taxes

7. Site Acceptance & Documentation

7.1. Intermodulation Study

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.2. Initial Site Noise Floor Measurement

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.3. Equipment Layout Drawing Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.4. Antenna Attachment Detail Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.5. Site Plan and Elevation Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.6. Structural Integrity Study Received by Licensor

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

8. Site Specific Access Detail and Provisions

9. Plan for Minimizing Visual Impact of Equipment at Site

10. Construction work requested of Licensor by Licensee: Run power from inside the shelter, outside to Licensee's equipment.

11. Additional Provisions

(Signatures on Following Pages)

LICENSOR:

Snohomish County 9-1-1

By: _____
Kurt Mills, Executive Director

Date: _____

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

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

PRINTED NAME: _____

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

LICENSEE:

PANO AI, INC.

By: _____
Michael Golub, VP Finance and Strategy

Date: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

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

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

PRINTED NAME: _____

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

LANDLORD (If Applicable):

By its signature below, the landlord for the Site consents to the terms of the SLA.

By: _____
[NAME], [TITLE]

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

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

PRINTED NAME: _____

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

Exhibit B

Fee Schedule

1. Annual Fee Adjustments

A. Maintenance Fees are automatically increased by three percent (3%) of the previous year's Maintenance Fee for each SLA on their respective anniversary date without further notice by Licensor.

B. Utility Fees subject to adjustment based on the percentage of change of the applicable Snohomish County PUD rate as advertised on the PUD's web-site for the anniversary date without further notice by Licensor.

C. Unless otherwise stated in the applicable SLA, Rental Fees are automatically increased by five percent (5%) of the previous year's Rental Fee for each SLA on their respective anniversary date without further notice by Licensor.

2. Application Fee

The application fee is comprised of a fixed-amount of \$2,000 plus expenses. The fixed-amount reimburses SNO911 for the costs of preparing the Agreement/SLA in addition to facilitating one (1) visit to the site with Licensee to ensure that the site meets Licensee's expectations (assumes site is accessible and does not require SNOCAT use).

SNO911's expenses for the following services will be provided to the Licensee and it shall be responsible for reimbursement:

- Site Tower Loading Analysis for proposed RF Distribution system (antenna, coaxial cable/waveguide, amplifiers, etc.)
- Licensee will provide proposed RF Distribution system information to SNO911
- Shelter AC/Power analysis, floor loading, and HVAC considerations by an individual or firm qualified for such analysis.
- SNO911's Legal review of Agreement
- Additional Electronic Communications Specialist time (if necessary) to evaluate Licensee changes at the site

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

Exhibit A

Site License Acknowledgement Form

This Site License Acknowledgment ("SLA"), dated as of _____ (the "Commencement Date"), is made to the Master License Agreement between Snohomish County 9-1-1 ("Licensor") and Pano AI, Inc. ("Licensee") dated _____. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

Notice to Licensee: This Agreement and/or SLA does not provide additional rights or access beyond those provided to Licensor by landlord(s) provided in attached Lease or Easement agreements. This SLA is subject to the terms, limits, and conditions within the included Licensor's lease for this site. In addition, this SLA and the Agreement supersedes all existing agreements between Licensor and Licensee at this location.

1. Site Identification

1.1. Name and/or Number: Deer Creek Flat

1.2. Site Address: 47.835861, -121.535583

1.3. Site Legal Description:

1.4. The Site is:

☐ Owned by Licensor

☒ Leased by Licensor (Licensor's lease attached)

☐ Used under easement to Licensor (copy of Easement attached)

2. Term

This SLA shall commence upon full execution of this SLA. This SLA shall terminate on October 30, 2029, unless terminated at an earlier date pursuant to the Master License Agreement, including but not limited to if the Master License Agreement is terminated prior to the termination date of this SLA. Additionally, this SLA shall terminate immediately upon the event that Sky Valley Fire is no longer a customer of Licensee at this Site. Licensee has the duty to notify Licensor immediately upon Licensee becoming aware that Sky Valley Fire no longer intends to be Licensee's customer at this Site. The parties may renew this SLA upon mutually agreeable terms.

3. Licensee Communications Facilities Description

3.1. Antenna [one table per Antenna]

ID	N/A
Description	4x cellular modem antennas; these are small rod antennas, about 2 lbs. each.
Antenna Manufacturer	Taoglas
Antenna Model Number/Name	OMB.6960.B07F21
Attachment Height	6ft-10ft. THESE WILL NOT BE ON THE TOWER. They will be on Licensee's h-frame on the ground.
Azimuth	N/A
Beam Width	360 Deg (omni antenna)
Power (ERP)	1.22W
Feed Line	10ft SMA-to-N jumper cable

3.2. Transceiver [one table per Transceiver]

ID	
Description	
Transceiver Manufacturer	
Transceiver Model Number/Name	
Bandwidth	
Transmitter Power (W)	
Antenna (reference table in 2.1)	
Location	
FCC License	

3.3. Other Communications Facilities [if applicable]

4. Space provided to Licensee by Licensor

5' x 3' space for h-frame on the ground next to shelter and ice bridge. See Install Overview deck for details.

5. Power provided to Licensee by Licensor

Item	Voltage	Breaker	Quantity	Backup
1	110V	10A	1	Licensee will provide backup batteries, see Install Overview for details

6. Fees

6.1. Annual Fee: \$50 to increase pursuant to Exhibit B to the MLA.

For communication equipment, space, and power detailed in sections 3, 4, and 5.

6.2. Maintenance / Utility Fee: Waived.

6.3. Application Fee: \$750

6.4. Any additional fees as required by Licensor's lease to be paid to the landowner from co-locators [address future increases as well]: Specific fees TBD. They will be passed through to Licensee, with 10% mark-up to cover Licensor's administrative overhead and expenses.

6.5. Any applicable taxes

7. Site Acceptance & Documentation

7.1. Intermodulation Study

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.2. Initial Site Noise Floor Measurement

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.3. Equipment Layout Drawing Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.4. Antenna Attachment Detail Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.5. Site Plan and Elevation Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

7.6. Structural Integrity Study Received by Licensor

Received ____ or waived ____ by Licensor (initials) ____ Date: _____

8. Site Specific Access Detail and Provisions

9. Plan for Minimizing Visual Impact of Equipment at Site

10. Construction work requested of Licensor by Licensee: Run power from inside the shelter, outside to Licensee's equipment.

11. Additional Provisions

(Signatures on Following Pages)

LICENSOR:

Snohomish County 9-1-1

By: _____
Kurt Mills, Executive Director

Date: _____

NOTARY BLOCK FOR LICENSOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

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

PRINTED NAME: _____

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

LICENSEE:

PANO AI, INC.

By: _____
Michael Golub, VP Finance and Strategy

Date: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

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

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

PRINTED NAME: _____

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

LANDLORD (If Applicable):

By its signature below, the landlord for the Site consents to the terms of the SLA.

By: _____
[NAME], [TITLE]

Date: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) SS.

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

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

PRINTED NAME: _____

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

Exhibit B

Fee Schedule

1. Annual Fee Adjustments

A. Maintenance Fees are automatically increased by three percent (3%) of the previous year's Maintenance Fee for each SLA on their respective anniversary date without further notice by Licensor.

B. Utility Fees subject to adjustment based on the percentage of change of the applicable Snohomish County PUD rate as advertised on the PUD's web-site for the anniversary date without further notice by Licensor.

C. Unless otherwise stated in the applicable SLA, Rental Fees are automatically increased by five percent (5%) of the previous year's Rental Fee for each SLA on their respective anniversary date without further notice by Licensor.

2. Application Fee

The application fee is comprised of a fixed-amount of \$2,000 plus expenses. The fixed-amount reimburses SNO911 for the costs of preparing the Agreement/SLA in addition to facilitating one (1) visit to the site with Licensee to ensure that the site meets Licensee's expectations (assumes site is accessible and does not require SNOCAT use).

SNO911's expenses for the following services will be provided to the Licensee and it shall be responsible for reimbursement:

- Site Tower Loading Analysis for proposed RF Distribution system (antenna, coaxial cable/waveguide, amplifiers, etc.)
- Licensee will provide proposed RF Distribution system information to SNO911
- Shelter AC/Power analysis, floor loading, and HVAC considerations by an individual or firm qualified for such analysis.
- SNO911's Legal review of Agreement
- Additional Electronic Communications Specialist time (if necessary) to evaluate Licensee changes at the site

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



Action Proposal Form

Date: October 9, 2023

Title: Radio Fleet Expansion Requests

Background / Purpose:

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

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

Table 1 – Known and Approved Fund 140 Requests 2023 YTD

Date	Agency	Type	Estimated Amount	Staff Recommendation	Board Action
1/19/2022	Task Force	Growth	\$150,000	Immediately Fund from Fund 140	Approved FEB
12/15/2022	SCSO – Park Rangers	Growth	\$0	Provide from current stock	Approved FEB
1/10/2023	Mill Creek PD	Growth	\$0	Provide from current stock	Approved FEB
1/11/2023	Monroe PD	Growth	\$0	Provide from current stock	Approved FEB
1/15/2023	Tulalip Bay Fire	Growth	\$0	Provide from current stock	Approved FEB
1/12/2023	South County Fire	Growth	\$80,538	Immediately Fund from Fund 140	Approved FEB
1/25/2023	North County Fire	Growth	\$0	Provide from current stock	Approved FEB
2/7/2023	Everett Fire	Growth	\$0	Provide from current stock	Approved FEB
2/9/2023	Edmonds PD	Growth	\$108,061	Immediately Fund from Fund 140	Approved FEB
3/24/2023	Lynnwood PD	Growth	\$0	Provide from current stock	Approved APR
4/7/2023	SCSO Auto Theft TF	Growth	\$0	Provide from current stock	Approved APR
4/7/2023	SNO911 O3 Control Heads Stock	Stock	\$10,244	Immediately Fund from Fund 140	Approved APR
4/10/2023	Silvana Fire	Growth	\$0	Provide from current stock	Approved APR
5/1/2023	County Airport Fire	Growth	\$0	Provide from current stock	Approved MAY
5/5/2023	North County Fire	Growth	\$0	Provide from current stock	Approved MAY
6/5/2023	SCSO	Growth	\$0	Provide from current stock	Approved JUN
6/12/2023	Everett Fire	Growth	\$0	Provide from current stock	Approved JUL
6/22/2023	Marysville PD	Growth	\$51,610	Immediately Fund from Fund 140	Approved JUL
10/25/2023	Everett Fire	LOST	\$0	Provide from current stock	Approved Sep
7/12/2023	FD22 Getchell Fire	LOST	\$0	Provide from current stock	Approved Sep
8/7/2023	North County Fire	Growth	\$0	Provide from current stock	Approved Sep
8/15/2023	South County Fire	Growth	\$0	Provide from current stock	Approved Sep
8/17/2023	Lake Stevens PD	Growth	\$0	Provide from current stock	Approved Sep
8/17/2023	Lake Stevens PD	Growth	\$51,610	Immediately Fund from Fund 140	Approved Sep
8/25/2023	SCSO - SNOCAT	Growth	\$10,322	Immediately Fund from Fund 140	Approved Sep
8/25/2023	SCSO - Helicopter	Growth	\$140,000	Immediately Fund from Fund 140	Approved Sep
9/5/2023	Arlington PD	Growth	\$12,302	Immediately Fund from Fund 140	Pending
9/19/2023	FD15 Tulalip Fire	Growth	\$0	Provide from current stock	Pending

9/19/2023	FD15 Tulalip Fire	Growth	\$51,345	Immediately Fund from Fund 140	Pending
10/6/2023	FD19 Silvana	Growth	\$0	Provide from current stock	Pending
10/6/2023	FD19 Silvana	Growth	\$0	Provide from current stock	Pending

Summary of 2023 Anticipated Fund Activities

Updated: October 9, 2023

Starting Fund Balance	\$719,231.01	\$150K Contribution
Lost/Stolen/Damaged	\$0.00	No Reports
Expected Reimbursement	\$0.00	No Reports
Actual Reimbursement	\$0.00	No Reports
Fleet Expansion/Growth	(\$490,493.74)	Task Force, South County Fire
Anticipated Ending Fund Balance	\$228,737.27	

*Table has been updated to reflect actual purchase price of recently ordered equipment excluding sales tax.

Summary

Arlington Police Department is requesting 2 additional APX8500 Mobile Radios for new vehicles that are not replacing existing vehicles. This equipment will need to be ordered. Chief Ventura was out of the office when this request was made so it was signed by Acting Chief Mike Gilbert

Fire District 15 is adding 3 additional vehicles to their fleet. They are requesting 3 APX8500 Mobile Radios and 7 APX8000HXE Fire Portable radios for these vehicles. The mobile radios can be provided from stock, the portable radios will need to be ordered.

Fire District 19 is adding a new brush truck to their fleet. They are requesting 1 Mobile Radio and 2 Portable Radios for this vehicle. This equipment can be provided using current stock.

The Finance Committee reviewed and approved this recommended action.

Suggested Action/Recommendation:

Authorize staff to move forward with the purchase of the new radio equipment and distribution of existing inventory as outlined in the above summary.

Fund: Fund 140



REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: ARLINGTON POLICE DEPARTMENT Date: 9/3/23

Contact Name: SETH KINNEY

Email: SKINNEY@ARLINGTONWA.GOV Phone: 425-754-2936

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
Example: 1	APX8000	Single-Band, charger, etc.	March 13, 2022
2	APX8500	O5 DUAL HEAD	

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

The purchase request is for two additional mobile radios to be installed in the two vehicles that APD has purchased and are currently being outfitted at Systems for Public Safety. These are additional vehicles and not replacing any of the current APD fleet that are equipped with radios.


Signature of Agency Head, Mayor or Council President

9/5/23
Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

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: Sno 15 / Tulalip Fire

Date: 9/19/23

Contact Name: Ryan Shaughnessy

Email: ryans@fire15.org

Phone: 360-322-2453

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

Quantity	Model No.	Type
3	APX 8500	Mobile
8 7 2	APX 8000 HXE	Portable

Please provide justification and purpose for the request. (e.g. We are adding two new vehicles to our fleet this year) We are adding one engine, one medic unit and a command vehicle to our fleet to staff Quil Ceda Village. Requesting one mobile for each unit, 4 portables for the engine, 2 portables for the medic unit and one for the command vehicle.

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

Services are scheduled to start on January 1st, 2024, apparatus arriving Nov. 15th – Dec. 15th, hoping to install radios no later than Dec. 15th

Signature of Agency Head, Mayor or Council President

Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

\$

Staff Recommendation

SNO911 Board of Director's Action

Request approved for Immediate Funding

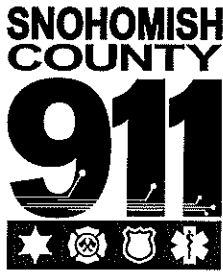
Denied

Queued

Additional information requested:**Reason, if denied:**

SNO911 Board President

Date Signed



REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Snohomish County Fire District 19 Date: 10/6/23

Contact Name: Keith Strotz

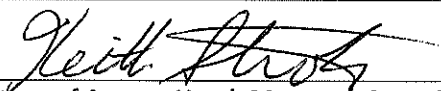
Email: kstrotz@firedistrict19.com Phone: 360-652-8277

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>
1	APX8500 mobile	With remote head	1/1/24
2	APX 8000 portables	With two vehicle chargers	1/1/24

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

We are adding new brush truck to our fleet.


Signature of Agency Head, Mayor or Council President

10/6/23
Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

SNO911 Board Action

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



Board Packet Memorandum

Date: October 19, 2023

To: Snohomish County 911 Board Members

From: Leadership Team

General

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

New World Update

On October 26th SNO911 IT staff will start working with Tyler Technology Resources to install version 2023.2 SP1 in our Delta test environment. SNO911 IT staff will start the process of vetting out the software and once that phase has been completed, the end-user testing will begin. As it stands today, the Go-Live date into our Production environment is set for February 6th 2024.

New Data Shared Agreement

A reminder email was sent out to all Member Agencies on October 12th to make sure the Data Shared Agreement (DSA) that SNO911 sent out back in August is reviewed, signed and sent back. This DSA covers RCW 39.34.240 which requires such an agreement to be in place when sharing Category 3 or higher data.

Future Facility Planning

The SNO911 Tech Management Team had a meeting with Senior Management and went over the current high-level plan to transition equipment/systems to the new facility. This plan showed all the systems that will be transitioned over and the timing as to when they will be implemented. In the plan SNO911 Tech department started to identify the resources required to make sure the moves are successful with limited interruptions to services. All hardware needs have been quoted out and has been added to the 2024 capital budget that will be presented to the board later this year.

Storm Season Preparation

With few exceptions, fire and EMS calls for service are dispatched as soon as possible with little (if any) time holding. However, a long-standing process for handling an influx of calls for service that exceeds an agency's ability to respond to all calls is to establish a Fire Operations Center (FOC). The role of an FOC is to balance resources and prioritize which calls will be handled first.

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

The after action review of the major storm event in November 2022 highlighted a need for a rework of the FOC processes SNO911 and our fire partners utilize. The process was dated, had little revision over the years, and was no longer practical due to significant changes across multiple agencies. This realization resulted in the establishment of a new subcommittee to identify what changes were needed to alleviate some of the issues experienced during the last few storm events.

The Resource Planning Subcommittee, comprised of users from across the county and SNO911, has developed a new FOC workflow that is scheduled for a live test on Monday October 16th. This test will validate the new process and identify any other areas that need modification with the goal of having this new process refined and implemented before the storm season of 2023.

SNO911 Support for Maui 911



In early August, Maui experienced one of our nation's deadliest disasters, a wildfire that swept across Maui and killed at least 97 people (the most recent official number). Historically, SNO911 (through the SNO911 Employee Fund Association) has made a point of donating funds or sending support gifts to agencies who have experienced disasters or traumatic events.



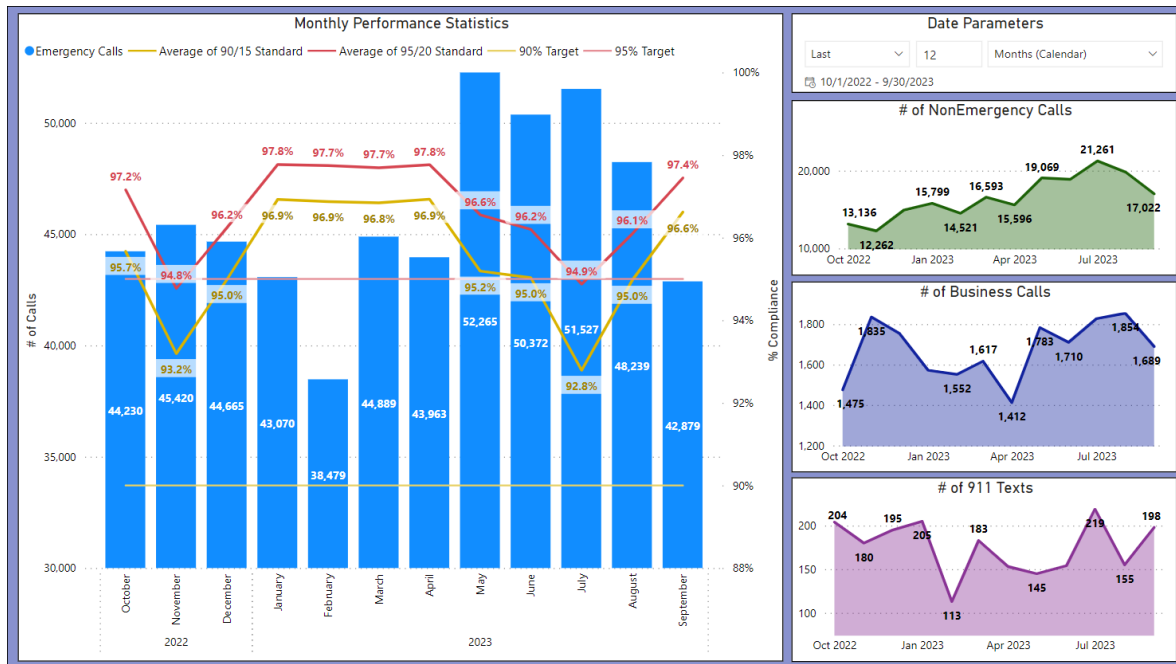
After the Maui disaster, a group of the Employee Fund Assoc worked on ideas to send our support to Maui County 911 through a fundraising event. The group was made up of representatives from the Agency, the Employee Engagement Committee, and the SNO911 Employee Fund along with our graphic design contact and our SNO911 logo wear vendor.

There are two Maui 911/SNO911 special edition designs that can be put on short sleeve t-shirts, long sleeve shirts or hoodies. These are available for pre-order now through October 31st at <https://sno911.spiritsale.com/> as a limited run. Main design concepts are above, see site for other graphics on the garments.

The cost of your shirt will contribute to SNO911 providing Maui County 911 staff their own shirts that are the same design. Any funds collected in excess of the shirt order for Maui 911 will be donated directly to a relief charity yet to be determined on behalf of the employees of SNO911.

[Note: No agency funds were spent for any of this effort and collection of funds is being handled by the logo wear vendor's fundraising software program]

Monthly Statistical Reports



Text-to-911 Report

911 Texts	Type	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	7	6	8	7	7	5	14	5	6				65	65
Incorrect Use	Follow-Up	4	3	9	7	13	14	5	8	4				67	431
	Area Checks	8	7	6	15	17	12	12	10	8				95	
	Info	2	1	4	3	1	2	0	1	0				14	
	Noise	5	3	2	1	0	7	6	6	4				34	
	Traffic	3	5	3	4	2	2	4	6	3				32	
	Other Complaints	19	12	24	19	19	20	30	24	22				189	
Misuse	Accidental	9	4	1	7	3	3	4	6	5				42	528
	Behavioral Health	59	20	73	49	23	50	79	30	87				470	
	Prank	2	6	7	0	0	0	0	0	1				16	
Other	Test	46	7	4	1	3	0	2	3	2				68	501
	Abandoned	17	6	9	4	15	4	6	6	4				71	
	Non-English	0	2	0	0	0	0	2	1	1				6	
	Outgoing	0	0	0	0	0	0	0	1	0				1	
	Subsequent	10	13	25	19	18	24	23	22	27				181	
	Transfer	0	2	0	2	3	1	2	2	5				17	
	Voice Call	14	16	8	15	21	10	30	24	19				157	
Month Total		205	113	183	153	145	154	219	155	198	0	0	0	1525	1525
<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 – September 2023

How satisfied are you with the level of courtesy and respect shown to you by the 911 dispatcher you called for police service?		
Satisfaction Response	# of Surveys	% of Surveys
4 - Very Satisfied	620	60.37%
3 - Satisfied	366	35.64%
2 - Neither Satisfied nor Dissatisfied	29	2.82%
1 - Somewhat Dissatisfied	3	0.29%
0 - Very Dissatisfied	9	0.88%
Total	1027	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	995	96.04%
Somewhat	26	2.51%
No	15	1.45%
Total	1036	100.00%

Survey responses for calls that occurred during the previous month. Surveys are sent to a select number of type codes (typically lower priority) chosen by each police agency.

Fire Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	09-Sep	Total
Everett Fire Department	2,187	2,039	2,163	2,033	2,227	2,191	2,357	2,397	1,992	19,586
Marysville Fire District	1,134	1,083	1,257	1,148	1,198	1,243	1,324	1,326	1,206	10,919
Mukilteo Fire	171	169	190	176	210	182	210	196	214	1,718
North County Regional Fire Authority	722	640	729	625	713	673	672	778	703	6,255
Sky Valley Fire	73	49	56	65	71	66	77	103	76	636
Snohomish County Airport Fire Department	20	19	24	25	16	16	35	32	23	210
Snohomish County Fire District #15	72	92	87	93	73	73	111	104	87	792
Snohomish County Fire District #16	30	17	19	10	22	28	24	26	17	193
Snohomish County Fire District #17	191	173	150	155	203	183	186	199	181	1,621
Snohomish County Fire District #19	26	33	32	35	40	28	37	36	28	295
Snohomish County Fire District #21	71	60	94	74	81	67	91	101	79	718
Snohomish County Fire District #22	34	43	28	33	41	51	57	45	32	364
Snohomish County Fire District #24	37	28	52	39	40	52	52	53	50	403
Snohomish County Fire District #25	5	6	12	7	7	11	12	14	6	80
Snohomish County Fire District #27	1	2		1	3	3	5	3	5	23
Snohomish County Fire District #4	284	296	311	301	328	303	346	310	292	2,771
Snohomish County Fire District #5	109	87	103	96	103	106	118	128	95	945
Snohomish Regional Fire and Rescue	997	922	1,031	1,013	1,055	1,031	1,177	1,132	1,018	9,376
South Snohomish County Fire and Rescue	2,917	2,734	2,944	2,854	3,115	3,006	3,119	3,305	2,922	26,916
Total	9,080	8,492	9,282	8,783	9,546	9,311	10,010	10,287	9,023	83,814

Police Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	09-Sep	Total
Arlington Police Department	1,856	1,672	2,062	1,874	2,188	2,155	2,226	2,146	2,124	18,302
Brier Police Department	353	288	272	297	303	376	304	286	292	2,771
Darrington Police Department	120	122	146	129	179	156	186	151	124	1,313
Edmonds Police Department	2,174	1,849	2,211	2,092	2,316	2,247	2,485	2,262	1,963	19,599
Everett Police Department	11,630	10,696	12,109	11,770	13,160	12,955	13,265	12,780	11,602	109,966
Gold Bar Police Department	245	373	241	250	382	292	258	289	245	2,575
Granite Falls Police Department	361	329	311	359	431	380	352	407	301	3,231
Index Police Department	39	50	59	55	47	46	48	43	55	442
Lake Stevens Police Department	1,651	1,608	1,882	1,818	2,216	1,923	1,987	1,729	1,654	16,468
Lynnwood Police Department	3,546	3,515	4,017	3,869	4,131	3,806	4,162	3,959	3,603	34,608
Marysville Police Department	5,621	5,008	6,193	6,034	6,526	5,990	5,786	5,767	5,792	52,717
Mill Creek Police Department	920	927	1,007	1,183	1,389	1,282	1,457	1,426	1,200	10,790
Monroe Police Department	2,220	1,945	2,096	1,966	2,044	1,866	1,812	1,722	1,628	17,299
Mountlake Terrace Police Department	1,689	1,489	1,698	1,381	1,694	1,831	1,836	1,701	1,660	14,979
Mukilteo Police Department	3,057	2,561	2,784	2,284	2,228	2,103	1,673	1,976	1,902	20,568
Snohomish County Sheriff's Office	11,856	11,164	13,071	12,529	14,396	14,051	14,756	13,191	12,293	117,302
Snohomish Police Department	881	877	942	913	917	980	1,080	946	1,058	8,594
Stanwood Police Department	543	699	679	680	766	656	678	781	750	6,232
Stillaguamish Tribal Police	1,381	1,289	1,175	1,238	1,282	1,542	1,875	1,854	1,496	13,132
Sultan Police Department	375	393	552	526	497	522	468	348	493	4,173
Woodway Police Department	52	39	36	44	37	67	43	58	38	414
Total	50,567	46,879	53,534	51,282	57,109	55,216	56,733	53,813	50,268	475,392

Full-Time Dispatchers

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

Job Title:	Current #	Status:
Trainee Dispatcher	22	2nd discipline not yet complete
Trainee Dispatcher 2	12	2 of 3 disciplines complete
Police Dispatcher	2	Legacy: Only trained in CT and Police
Fire Dispatcher	3	Legacy: Only trained in CT and Fire
Cross-Trained Trainee	2	Trainee in progress for 3rd discipline
Cross-Trained Dispatcher	56	Fully cross-trained in CT, Police, and Fire

Dispatchers - Full Time

Approved	109
Filled	97
Vacancies	12

Vacancies includes 2023 + 6

Dispatch Supervisors

Approved	16
Filled	16
Vacancies	0

Senior Leadership (Directors)

Approved	6
Filled	6
Vacancies	0

Operations

Approved	5
Filled	5
Vacancies	0

Finance/HR/Records/Admin

Approved	12
Filled	12
Vacancies	0

Tech/Radio

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

Represented (Dispatchers & Sups)

F/T Approved	125
F/T Filled	113
F/T Vacancies	12

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees)	89.0%
Staffing Strength (excl. trainees, relief, LOA's)	70.8%

Appointive Staff

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

Relief Dispatchers

Currently Filled	7
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Long-Term Leaves of Absence

F/T Dispatchers (including trainees)	-3
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Agency-Wide Headcount

Total # of Employees (no exclusions)	164
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Recruitment Status

PST Dispatchers Exam	1	The next PST test is scheduled to take place on 10/14
CritiCall Test Invites Sent - Aug	264	Number of tests invites sent out for academies scheduled for Sept & Nov
CritiCall Tests Complete - Aug	156	Of these completed tests, 20 received a passing score
Interview	9	Interviewing for upcoming academy scheduled in Jan
Polygraph Exam	4	Scheduled for polygraph exam (or awaiting results)
Background Check	7	Currently in process of background check with PST
Psyche and/or Drug/Hearing	0	Scheduled for psych or drug/hearing test (or awaiting results)
Onboarding/Orientation	0	Final job offer signed. Awaiting the start of the next new-hire academy.
YTD Dispatch Trainees Hired	25	

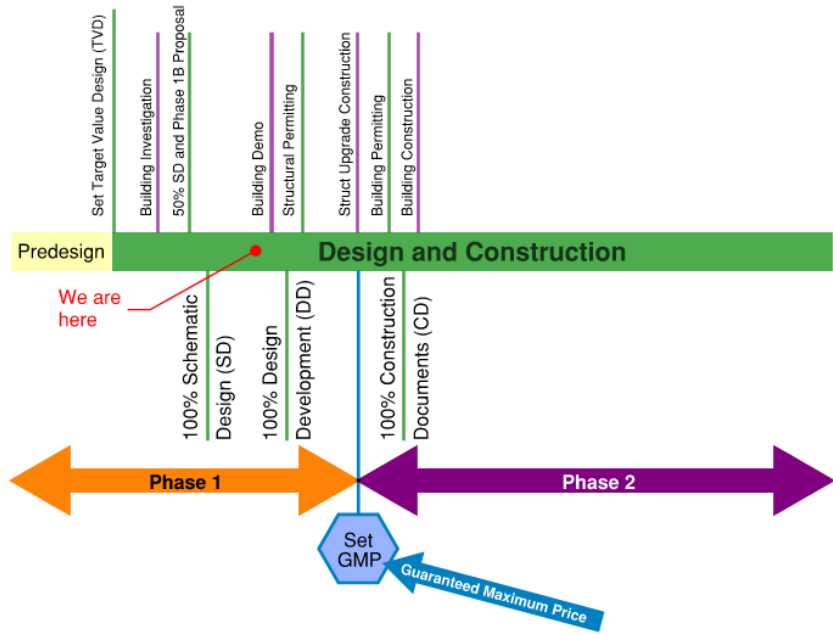
Employment Separations YTD

Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	0	0	0	1
New Job - Not 911	1	3	0	0
New Job - With 911	0	0	0	0
Relocation	0	3	0	0
Retirement	0	1	0	1
Medical	1	0	0	0
Personal	3	1	0	0
Resignation in Lieu of Term	2	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0
YTD Employment Separations	17			

PROJECT STATUS REPORT

Monthly Update | September 2023

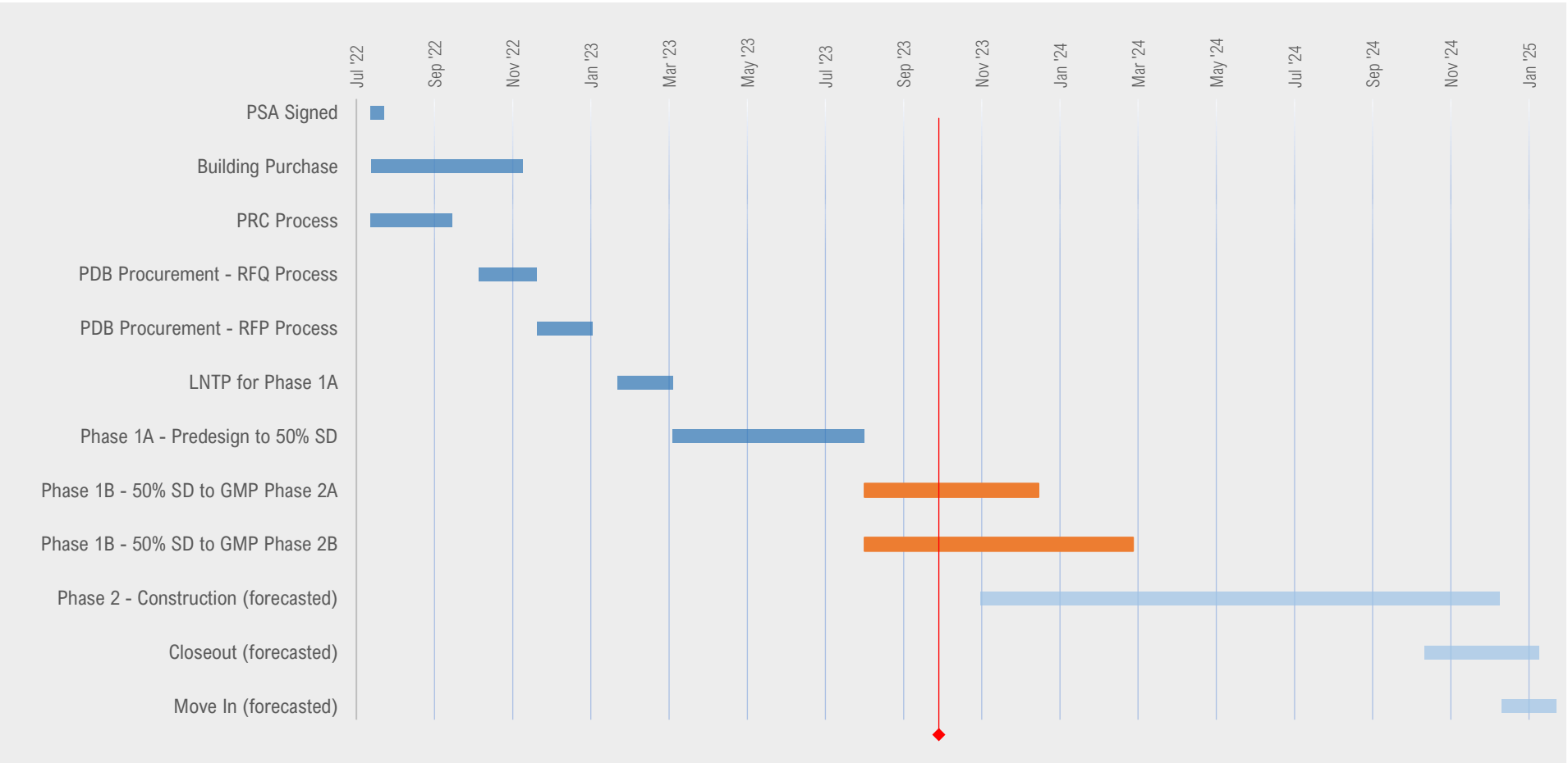
Progressive Design-Build Process



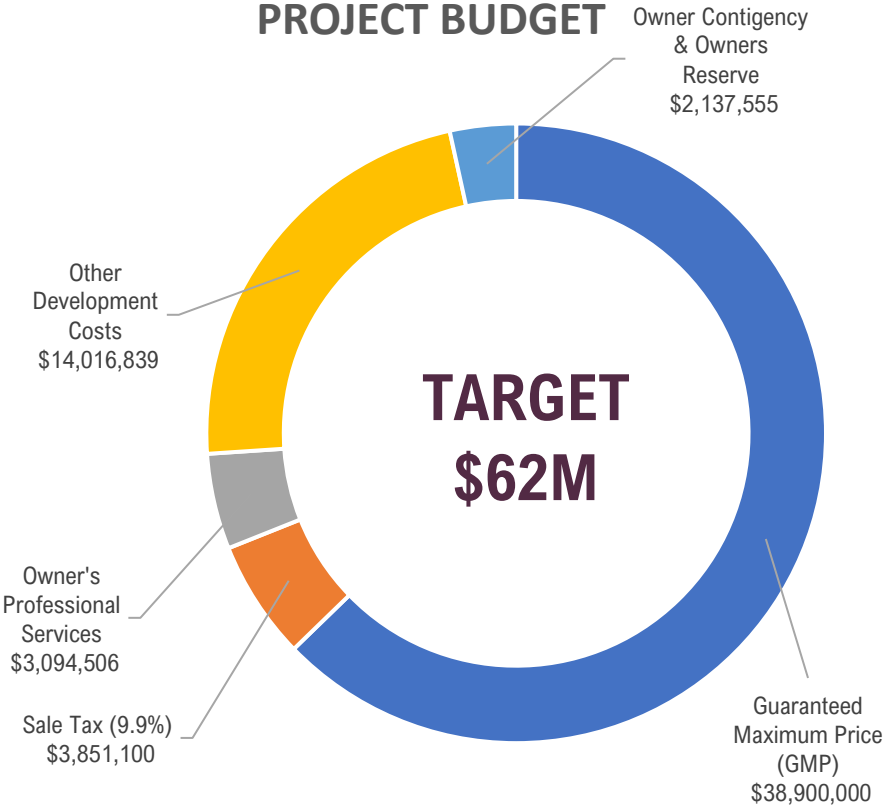
Progress Update

- Design team is refining the design and looking for cost efficiencies in the design.
- Interiors meetings for building finishes, such as carpet and paint, are ongoing.
- Site design is ongoing.
- GMP for Phase 2A will be coming in December.
- Building permit submission schedule is still on track for October 2023.

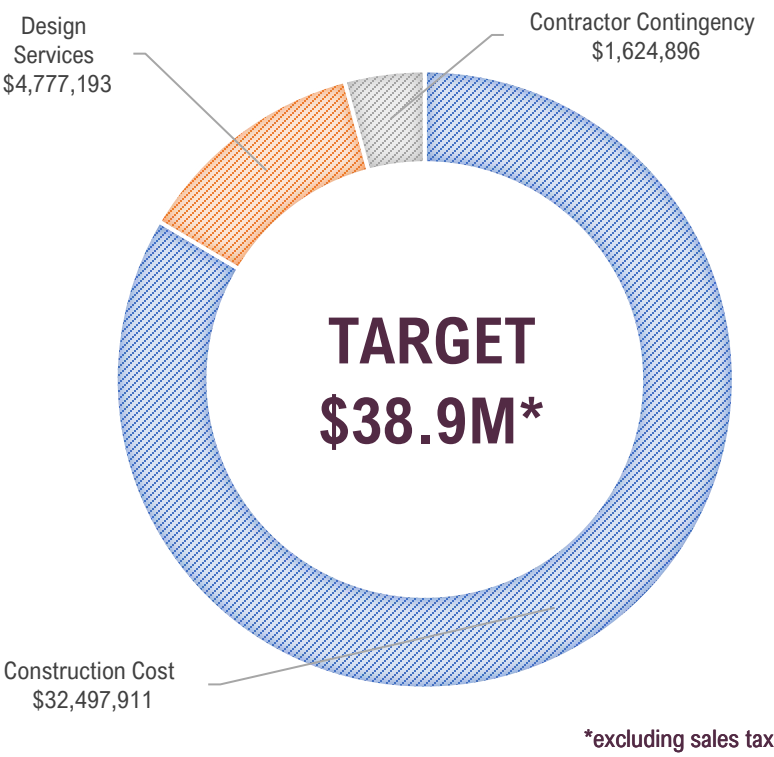
Where are we in the schedule?



PROJECT BUDGET



GMP BUDGET



Project Spending Summary

Item	Budget	Encumbered	Spent to Date	Remaining
Guaranteed Maximum Price (GMP)	\$38,900,000	\$6,555,174	\$1,624,019	\$37,275,981
Sale Tax (9.9%)	\$3,851,100	\$648,962	\$160,778	\$3,690,322
Owner's Professional Services	\$3,094,506	\$924,889	\$473,684	\$2,620,822
Other Development Costs	\$14,016,839	\$10,426,839	\$10,431,992	\$3,584,847
Owner Contingency & Owners Reserve	\$2,137,555	\$0	\$0	\$2,137,555
Totals	\$62,000,000	\$18,555,864	\$12,690,473	\$49,309,527

Radio Replacement Project Updates

October 16, 2023

Overview:

Transition to new microwave backhaul is complete. This completes 2 out of the 3 major system replacements that are part of the Radio Replacement Project. Completing these system replacements significantly improves the reliability of the legacy radio system still being used by first responders in Snohomish County.

General Project Update:

- System Upgrade Agreement signed with work to be completed prior to user cutover
- Planned system cutover planned for fall 2024 pending scheduling of system upgrade prior to cutover
- Project team is planning work efforts for new facility

Radio System Infrastructure:

- 18 Sites at 80% complete of new hardware
- 17 Sites at 100% completion of for antenna system installation and testing
- All site equipment delivered
- Cultus Bay and North Stanwood communications shelters shipped. Site completion expected before the end of the year
- Machias Conditional Use Permit submitted
- Site optimization, coverage testing, configuration expected to begin early 2024
- Sobieski site move complete to new PSERN tower/building

Paging System Project:

- Paging System requirements and SOW under development
- Vendor for paging system has been identified utilizing a piggybacking contract opportunity. This will minimize time to procure and implement the system replacement.
- Cost estimates are within planned RRP budgeted amounts

Technician Training:

- Automatic Direction Finding equipment training scheduled last week of November
- Microwave radio systems training completed
- Nokia router and management training planned for 2024
- Motorola P25 radio system training planned for 2024

Site Readiness:

- Generators replaced at 4 sites
- Closeout of building permits underway
- SNO911 handed off sites to Motorola on schedule

Subscribers:

- Portables and Mobiles
 - Fleet expansion requests are significantly exceeding expectations
 - First wave of battery replacements for portables have been ordered
 - Very low failure rate of subscribers. SNO911 has been successful in supporting break/fix repairs in a timely fashion
- Base stations
 - Fire and police installations underway. Approximately 140 installations complete out of a total of 160
 - Additional equipment might be necessary to connect to legacy remote desktops at 4 locations

Risks:

- Vendor's availability of technical staff to support implementation
- Complexity of new facility build underway simultaneously with RRP

Upcoming Policy/Budget:

- Paging system implementation
- New facility microwave overlay/connectivity
- MPLS support and upgrade planning

RRP Policy & Major Decision Timeline

- 09/2023: Sobieski site move completed in time for PSERN structure decommissioning
- 07/2023: SNO911 Board of Directors approved six year radio system upgrade and maintenance agreement; agreement will start following system acceptance
- 07/2023: SNO911 Radio Policy 11 approved defining the process for SNO911 Principles and Subscribers to permit non-SNO911 agencies to access the voice radio system for emergency coordination and interoperability.
- 05/2023: Additional 800MHz Frequencies acquired from WSDOT; will be held in reserve for future buildout
- 04/2023: Alphanumeric Paging Consultant contracted to work with SNO911 and NORCOM
- 04/2023: Update to RRP Policy WT-07, additions and corrections to subscriber radio values used for insurance, budgeting and restitution purposes.
- 02/2023: Machias site brought back into project, Mill Creek formally removed
- 02/2023: Establishment of credit with Motorola due to reduced number of mobile installs
- 09/2022: Approved Removal of Paging from Motorola Scope
- 08/2022: Executed Change Order 11 US Primary Frequency Redesign
- 08/2022: Remove South Campus Microwave Scope
- 05/2022: Remote Area VHF Request
- 05/2022: RRP Inventory and Subscriber Support
- 04/2022: Site Readiness IV Construction Contract
- 04/2022: US Primary Design Scope Change
- 04/2022 RRP purchase of mobile install supplies
- 03/2021: Executed Change Order 7 – Design work to move system to US Primary Frequencies. Further evaluation will be completed with TACs.
- 12/2021: SNO911 Board of Directors approved: WT09 - Additional Growth and Expansion Radio Reimbursement Request, WT08 – Radio Hardware and Replacement Services Policy, and WT07 – Lost, Stolen or Damaged beyond Repair Radio Equipment Replacement
- 12/2021: SNO911 Board of Directors approved amendment to APF 134 to include other suitable antennas identified by the project team.
- 11/2021: SNO911 Board of Directors approved APF 134 to cover expenses to fund antenna changes requested by member agencies.
- 11/2021: Police TAC approved Limited Access Talkgroup Authorization, Programming, and Auditing Policy.
- 10/2021: SNO911 Board of Directors approved Change Order 6 – radio quantities to fulfill needs of SCSO Corrections and delta of needs and changes from original project scope.
- 9/2021: ECSF Advisory Board approved project budget scope increase to capture additional subscriber needs of approx. \$4.7M.
- 7/2021: SNO911 Board of Directors approved Framework for Agency's seeking radio replacement for lost/damaged/stolen radios (Update to Warranty Services Policy)
- 6/2021: SNO911 Board of Directors approved Warranty Services Policy, including authorization to purchase radio cache and other related equipment.
- 6/2021: SNO911 Board of Directors authorized creation of a new Capital Fund for agency subscriber equipment starting with a fund balance of \$150,000 and a target maximum of \$600,000.
- 6/2021: Fire-TAC approves mobile programming information
- 6/2021: Police-TAC approves mobile programming information
- 4/2021: Motorola provides "boston strap" to replace leather swivel holster for APX 8000 HXE

portable radios

- 3/2021: Fire-TAC requests changes to radio programming templates, SNO911 receives Fire-TAC approval of updated templates
- 3/2021: Police-TAC requests changes to radio programming templates, SNO911 receives Police-TAC approval of updated templates
- 1/2021: SNO911 approves Law, Fire, and Sheriff radio programming templates
- 1/2021: Fire-TAC Template Committee approves programming
- 12/2020: Motorola Change Order 3 Approved
 - All systems – except paging – have been modified with new technical exhibits replacing existing exhibits, new schedule is established, project credit established and reserved for future/planned items
- 12/2020: Fire-TAC approves template changes and gives Fire Template Committee authorization for further changes
- 8/2020: Police-/Fire-TAC approves Subscriber programming templates (zone/channel assignments & ergonomics)
- 6/10/2020: Motorola Change Order 2
 - Updated Coverage testing methodology, final subscriber configuration and counts, increased functionality in subscribers (encryption/XE for fire, Wi-Fi for all)
- 5/2020: Phased deployment approach adopted
 - Decision to deploy system designed for 800 MHz Portable operations, and expand to support multi-band Portable operations as a future phase
- 4/16/2020 - Subscriber Scope of Services Policy approved
 - Agencies will own subscriber equipment, SNO911 will plan for long-term replacement and process/assist with warranty repairs
 - Installation details including differences for agencies who choose to opt-out of project installs
- 4/16/2020: Additional Subscribers Policy approved
 - Covers reimbursement parameters and process for radios purchased after 1/1/2019 and are an increase to quantities in project scope. E.g. New (additional) apparatus added to fleet
- 1/2020: WAVE5000 Pilot Program approved
- 9/2019: Fire Subscriber Replacement Policy approved, updated 5/2020
- 9/2019: Law Subscriber Replacement Policy approved, updated 5/2020
- 7/2019: Motorola Change Order 1
 - Allows agency cooperative purchasing, updated subscriber warranty protection
- RRP – Future Replacement Policy – Under Development

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

Meeting Attendance:

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

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

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

1. **Roll Call:** Roll call was done as attendees logged into ZOOM.
2. **Approval of Minutes:** Sgt. Shane Hawley moved to approve the September 12, 2023 meeting minutes, which were seconded by Travis Katzer, and were passed unanimously.
3. **Announcements:** None
4. **Action Items:** None.
5. **Reports:**
 - A. **Mobile Users Group:** Jeremy Waldner – Currently operating on the new microwave on the West Loop. He announced that radio systems project work continues to progress.
 - B. **SNO911 Updates:** None.
 - C. **PTCC:** Brent Meyer - Brent shared some updates on the New World Environment pointing out the windows updates that happened on October 3rd and was finished within 5 hours. SNO911 estimates the next round of windows updates will be in January with a firm date to be determined. V2023.2 SP1 updates will be put into the Delta environment on the 26th & 27th of October and the testing schedule will be distributed to user groups before that date. The end goal is to get that into production on February 6th.
 - D. **Radio Replacement Project:** None.

6. **Technical Update:** Marlin Herolaga – Marlin sent out the data share agreement to all user agencies and has only received a small handful of them signed. Chair Lawless asked resend and upon receipt to please review and sign the DSA and return them back to Marlin as soon as possible.

7. **New Business**

- A. **ASL Video Translation** – Andie Burton – Towards the end of September, SNO911 received a few requests from multiple member agencies asking if we were able to provide ASL video translation services. Currently, the Language Line contract with SNO911 does not include ASL translation so research has begun to find our options. SNO911 also asked for more feedback on what would be needed to fully understand the problems being faced. Everett PD Detective Ana Fay shared that ADA guidelines require interpreters available for deaf/hard of hearing/deaf-mute individuals to be able to pick whether they want virtual or in-person interpreters. Language Line uses an app that the officers download and only virtual/video is available. \$2500 unlimited device fee and a flat rate charge when the service is used. Purple Communications runs off their own network and does not charge for the app, they offer both virtual and in-person options as well as being charged on an “as-used” basis instead of a monthly lump sum. Purple Communications offers a free kiosk for the Agency that deaf/hard of hearing/deaf-mute citizens are able to use as needed. Dynamic Language couldn’t confirm a 24/7 availability for an interpreter however Purple would have the 24/7 availability. The kiosks would be available in each Agency depending on their own needs. Data collection can be pulled through all of them or through individual agencies. Purple takes less than a week to set up and get into use. Currently, SNO911 is looking to gather information to see how many agencies need this service and how many already have a solution in place. Desire to understand what cities/counties need and have available now vs. what their needs are. Detective Fay will forward some reference material (specifically settlement documents between the DOJ & Whatcom County) on the subject to Tiffani for distribution.

- B. **SNO911 Business Line (Field Users)** - Andie Burton - There is minimal traffic coming in on 4 old numbers that used to belong to SNOCOM, during consolidation they were forwarded to SNO911 numbers with a 407 prefix. Looking to disconnect those lines permanently. Some department-issued phones have those numbers programmed into them (mainly former SNOCOM agencies, both police and fire), before we change any of that all department-issued phones need to be updated. SNO911 will send out a list of appropriate numbers to use for Records, Supervisors' Line and other administrative numbers.

8. **Old Business: None.**

9. **Good of the Order: None.**

10. **Adjourned** at 10:54. The next Police TAC meeting is scheduled for November 14, 2023.

SNOHOMISH COUNTY 911 SCFCA & Fire TAC Berk Stakeholder Workshop

September 20, 2023

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☐ Willie Harper	Fire District 25
	☒ John Chalfant	South County Fire	☐ Mike Worthy	Fire District 27
	☒ Jason Hodkinson	Fire District 4	☒ Mike Calvert	Everett Fire
	☒ Seth Johnson	Fire District 5	☒ Jeff Cole	Marysville Fire
	☐ Ryan Shaughnessy	Fire District 15	☐ Blake Engnes	Mukilteo Fire
	☐ Justin Johnson	Fire District 16	☒ Dave Kraski	North County RFA
	☐ Jim Haverfield	Fire District 17	☐ Brett Blankenship	Paine Field Airport FD
	☒ Keith Strotz	Fire District 19	☒ Ryan Lundquist	SRFR
	☒ Chad Schmidt	Fire District 21	☐	
	☐ Travis Hots	Fire District 22	☐	
	☒ Joel Johnson	Fire District 24	☐	
Alternates in Attendance	☐ Whitney Mansfield	Fire District 4	☒ Ned Vander Pol	Marysville Fire
	☐ Scott Anderson	Fire District 16	☒ Kirk Galatas	Mukilteo Fire
	☒ Bill Dane	First District 17	☒ John Cermak	North County RFA
	☐ Gino Bellizzi	Fire District 19	☐ Tony Mace	Paine Field Airport FD
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐	Fire District 24	☒ Colby Titland	SRFR
	☒ Dave DeMarco	Everett Fire	☐ Thad Hovis	SCF
Guests and Staff in Attendance	Matthew Sorenson, Everett Fire	Don Waller, FD 4	Robert Eastman, SCF	
	Kurtis Brown, Everett Fire	Shaughn Maxwell, SCF	Chris Dickison, North County RFA	
	Paul Gagnon, Everett Fire	Joe Hughes, SCF	Vince Read, SRFR	
	Jennett Nielson, Marysville Fire	James Curtis, SCF	Jason Allen, Camano Island	
	Dave Oliveri, Paine Field	Jason Isotalo, SCF	Glen Albright, Mukilteo Fire	
	Dr. Ryan Keay, MPD	David Wells, SCF	Brian Murphy & Julia Tesch, Berk Consult	

SNO911 Attendees: Terry Peterson, Kurt Mills, Derek Wilson, Hattie Schweitzer, Tiffani Brown, Meg Bittinger

1. WELCOME.

Chief Kraski read a synopsis written by some of the fire chiefs regarding the challenges that Fire and EMS have faced in Snohomish County over the years, which led to the decision to hire Berk Consulting Firm. Back in May, Berk started the process by interviewing providers to help identify opportunities for collaboration. Today they will share some draft recommendations – no decisions will be made at this time.

2. INTRODUCTIONS, OBJECTIVE AND PROJECT OVERVIEW.

Brian Murphy and Julia Tesch from Berk Consulting introduced themselves to the group and thanked everyone for being at the meeting, and for sharing input along the way over the past several months. Brian reiterated that Berk's role is to facilitate conversations and help shape the ideas that have been shared with them through the process. For further details on the Project Overview, Process and the Interview Summary, please see Terry Peterson's email sent on 9.19.2023 containing these documents.

3. TOP PRIORITIES.

A. Strengthen the Systems That Support EMS

Brian discussed an overview of what this could look like, and a big part of it is Snohomish County Emergency Medical Services (SCEMS) and how to best work with them. A big topic of discussion was rebuilding and restructuring SCEMS, and housing that organization in the building with SNO911. This would provide some admin and human resources support, along with some overall leadership and structure. Chief Andrews spoke to this a bit. He said that EMS is over 80% of the fire business, yet it seems to be the most divisive topic among the agencies. If they don't have their own EMS system, they will have to go to the regional EMS system, and he doesn't think that anyone wants that. Chief Andrews knows that moving SCEMS into the SNO911 building is controversial, but his point is that they all have SNO911 in common, and this would be a better option than what they have now. There was some more discussion with several questions, the main one being, would SCEMS just live at SNO911, or would it be controlled by SNO911? Terry Peterson stated that they don't just want SNO911 to be a place that SCEMS rents space from, because that wouldn't fix the problems. SCEMS has moved around and rented from multiple places in the past. From a governance standpoint, SNO911's governing board is 5 police members, and 5 fire members, and that type of structure may not have a lot to do with EMS, but Terry thinks that is something that is achievable, and a challenge that they can figure out and overcome. They don't have all the answers yet.

B. Expand Coordination For Fire Training

Per Brian, the idea and vision regarding this priority is that there is more coordinated training county-wide. Standards and content of the training would be developed collaboratively. The first recommendation is to establish a committee within the Fire Chief's to develop and adopt parameters for Snohomish County Firefighter 1 and Firefighter 2. The idea is that training could be delivered through multiple venues (JTG, Fire Training Consortium, etc.), but there would be transferable credits. So if someone gets their firefighter 1 at any of those providers, it would be accepted at any agency throughout the county. No need to repeat it. Per Chief Andrews, training costs a lot of time and money, and he would like to see a solution that supports all the agencies and is a win-win for everyone.

C. Coordinate Recruitment

Julia stated that through collaborative recruitment, agencies would be mitigating some of the challenges in recruiting right now based on the fact that communities are growing so rapidly, and many agencies are having trouble staffing the way that they need to. In terms of specific recommendations, the first is that full time providers can help raise awareness of the opportunities available with part-time providers. This could look like a page where there is a lot of different opportunities across all of the different agencies in one place, and full time providers could refer interested candidates. The second recommendation is about establishing an inter-local agreement. The idea here is that if a member decides that they want to work at agency A, they go through training at that agency, and then 3 months later they decide they want to transition to agency B, agency B would be benefitting significantly from the training provided to this individual by agency A. Agency B would then reimburse agency A for the provided training. Many details such as timeline and cost percentage would need to be worked out. Further down the line there could potentially be a "shared recruitment pool" using a draft model to ensure a more fair distribution among the agencies. The last recommendation is regarding accommodating part-time work across agencies as much as possible. There are some challenges with this regarding the constraints of union expectations and labor negotiations, but some

smaller providers who are struggling with staffing have expressed an interest in acquiring volunteer members who also work at larger agencies. Chief DeMarco stated that he participated in a fair amount of these discussions as the executive board met. As everyone knows, it is typical for large agencies to “steal” part-time firefighters from smaller agencies after the smaller agency has provided all or most of their training. The question is, how do they share recruitment responsibilities when each agency is, obviously, concerned with staffing their own department? And what will it look like to reimburse other agencies for provided training? What Chief DeMarco envisions, eventually, is a common recruit method that is used across the county. He would like to see a giant 4x4 foot QR code on every fire and EMS apparatus in Snohomish County that says “How do I become a firefighter”? So, anyone with a phone that captures the QR code will be referred to a site that gives them a pathway to the fire service. And not just to his agency, Everett Fire, but all agencies in the county. This method is just a concept, but it does not involve the exchange of money which makes things a little easier.

4. **RECOMMENDATIONS ACTIVITY.** Each agency separated into their own organizations for approximately 20 minutes and participated in exercise using an online tool that helped them to identify their main concerns and questions they had using an electronic white board.
5. **CLOSING ROUNDTABLE COMMENTS.**

Julia and Brian went over the “results” of the break-out session. There was more discussion revolving around SCEMS. They have never had a solid infrastructure – is housing them at SNO911 the best option? What is the focus and function, who owns SCEMS, what if they grow? There are still a lot of unanswered questions. Regarding priority 2, coordinated fire training, the discussion revolved around cost and how it would work to have some sort of “pay back” system. Getchell, South County Fire and Sultan all had suggestions on a different order for the priorities, with recruitment being priority number 1.
6. **CONCLUSION.**

Julia asked that one person from each organization share their parting thoughts – main take away, any particular concerns or pressing questions. Each agency had 60 seconds to respond:

Darrington – Appreciates the collaboration that took place today, implementation is the main concern. Hopes that they keep the momentum going.

Everett – This is a good size group which is great, but the devil is in the details. Probably will need to form some smaller groups, but he’s excited to see it all come together.

Dr. Keay – What she is hearing is that people are unclear about function and expectations for EMS around the county. This is a great opportunity to establish some infrastructure to define functions and create a sustainable system for care. Accountability is important to her.

SNO911 – Terry thinks that SNO911 can bring in the physical space, and the HR and IT functions to support SCEMS in the future. One of the key takeaways is that there is still a lack of clarity on what the goal and function is for SCEMS, so strategic planning is going to be a really important step for that organization. Finally, SNO911 would love to be part of any county wide recruitment efforts.

FD 4 – EMS and Fire are all one. They are excited and want to gain efficiency.

Getchell – Jeremy thanked everyone for putting this together. He doesn’t want to lose momentum either.

Pain Field – This collaboration is as far as he has seen this go and he has been in the fire service for over 30 years. The key point is that everyone has their “territory” and they are protective of it and their people. When they do things like this, everyone has to realize that not everyone is going to get everything they want. Ask yourself if you can live with what they come up with, and will it work?

FD 19 – Thinks it's wonderful that there are so many fire chiefs and high level officers here today discussing this. Hopes to keep traction. He said they learned from the Covid days that Snohomish County can work together, and they are much stronger when they work together. He really appreciates that the big departments care about the smaller departments.

Sky Valley – Chief Andrews says the answer to all of this is consolidation.

SCEMS – Thanked everyone. This is a lot of work. His take away is that we can do better and he is in favor of what was discussed today.

North County – Agrees with Chief Andrews and consolidation. May have challenges with profit vs. non-profit. For example hospitals are for profit, and things like the Nurse Navigator are reducing for profit agencies issues that are not being equally assisted by CRP programs to reduce the impact of hospitals that are for profit, and they as the end user that are not for profit, take the brunt of the cost of that. Maybe need to look at funding sources such as the Texas Metroplex or Phoenix Metroplex where the hospitals help some of the programs that are mutually beneficial. Per Chief Kraski, can they come up with a standard bunker gear spec for the county? So when someone goes from Sky Valley to Marysville with 3 year old gear, Marysville would pay 70% of the initial cost. Also, how do we help Dr. Keay be successful – this has been the frustration in years past.

Sultan – He supports every item that was posed here today. Some of the major changes that are needed aren't necessarily major changes in the idea, it's just an indicator of more conversations that need to follow. He's looking forward to being a part of it.

Granite Falls – He really appreciates this meeting and the coordination efforts. He believes that recruitment and EMS are serious concerns that need to be addressed.

Camano Island – They are not part of Snohomish County but they are affected, and they appreciate being included.

South County Fire – Chief Isotalo stated that it's an honor to be here. While it's just a start, today was a good investment of their time (there were 7 of 11 of their admin chiefs in attendance), and South County is in, and they are excited to see what's next.

Mukilteo – Supports everything. Chief Andrews nailed it and consolidation should probably be where they are headed.

Marysville – Big take away is collaboration and seeing this all the way to the finish. Most excited about the partnership with part-time agencies.

SRFR – Agrees with Chief Andrews on consolidation. Does not think the priorities should change. SCEMS is and should remain the number 1 priority.

7. **ADJOURN.** The Joint SCFCA & Fire TAC - Berk Stakeholder Workshop adjourned at 1:55 pm.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, October 18th, at 1:30 p.m. via ZOOM, or in-person at the SNO911 New Facility Auditorium (Building B).

**Snohomish County 911
Finance Committee
Meeting Summary for October 12, 2023 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Committee Members					
Dave DeMarco (until 2 p.m.)	✓	Derek Daniels	✓	Jenna Nand	✓
Jim Lawless	✓	Ken Klein			
Staff and Guests					
Kurt Mills	✓	Terry Peterson	✓	Wade Anderson	✓
Diana Brown (OAC)	✓	Tiff Brown	✓	Sharon Brendle (notetaker)	✓

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

1. **Call to Order and Announcements.** The meeting was called to order at 1:32 p.m. Chair Dave DeMarco announced that he would need to leave the meeting by 2:00 p.m.
2. **Reports.**
 - A. **Blanket Voucher Report for September.** There were no questions. Derek Daniels moved and Jim Lawless seconded to recommend the Blanket Voucher Report for September to be approved by the complete board. The motion passed.
 - B. **Fund Balance Report for August.** Informational only.
3. **Old Business.**
 - A. **Nurse Navigator Program.** Terry updated the committee on this program and reported that they are ready to move forward for the board's approval. He explained that the Fire Chiefs took action at their last meeting and recommended that SNO911 move forward with the selected vendor, GMR Nurse Navigator. He also reported that they received grant funding through North Sound ACH to cover the first year of implementation and subscription fees. They agree to fund up to \$450,000 to get the system going. Terry provided an agreement with GNR Nurse Navigator in the meeting packet. He also intends to include a copy of the Memorandum of Understanding (MOU) with North Sound ACH in the upcoming board packet. Terry explained the contents of the proposed MOU.

Jim Lawless moved to recommend the Board authorize the Executive Director or his designee to execute the GMR Nurse Navigator agreement, in a form substantially as presented, pending final legal review. The motion was seconded by Derek Daniels and approved unanimously.
4. **New Business.**
 - A. **Future Facility Budget Review.** Terry introduced Diana Brown with OAC, who will be helping Terry present a high level review of the topic to the committee. A review and discussion of budget and status of various items including the determination that the HVAC on building B needed to be replaced, but was an option and not included in the original budget. The amount that the board did elect to fund was \$62,000,000, which included all the soft costs, acquisition of the property and includes the construction cost. He reminded the committee the purpose of the current GMP (Guaranteed Maximum Price)s. Terry explained the assumptions that went into the initial budget, including keeping the existing HVAC units and moving ductwork as needed, as well as keeping the onsite generator have fallen through. Because of the requirements of the dispatch center, additional mechanical and electrical systems, as well as redundancy, are needed for the project. Terry explained that over the next several months, they will continue to examine the scope and refine the

budget with Lydig and the rest of the design build team. They plan to bring forward the GMP in two phases: 1) structural and civil changes, to be brought to the Board in December; and 2: mechanical and electrical changes will likely come forward in March. Following some extensive discussion, the committee provided good feedback to the management team.

- B. Microwave Decommissioning - Surplus Declaration.** Terry explained that a major milestone was reached in the Radio Replacement Project (RRP), in that all the connectivity from site to site across the microwave network has been switched over to the new equipment. Because of that switch, the old equipment needs to be removed. The contract with Motorola covers this removal and disposal. Staff is asking for the board to declare those items (listed in the packet) as surplus.

Jim Lawless moved and Derek Daniels seconded to recommend the board declare, as surplus, the list of legacy microwave assets in Exhibit A. The motion was approved. *The committee recommended that this proposal be added to the Consent Agenda.*

- C. Deer Creek Site - Pano AI Lease Agreement.** Terry explained that the Department of Natural Resources is interested in installing a state-wide system for scanning and monitoring for early detection of wildland fire. Sky Valley Fire (Fire District 26) has received some grant funding to install two cameras to cover their service area, and place the cameras on one of SNO911's radio sites at Deer Creek. Staff has been negotiating an agreement with Pano AI to install that equipment. Terry briefly went over the Master Lease Agreement and Site License Agreement, and explained the rental charges assessed will be minimal due to the public safety benefit. He added that the fee schedule will remain as long as Pano AI continues providing this service to Sky Valley Fire.

Jim Lawless moved and Derek Daniels seconded to recommend moving this action to the full board for consideration. The motion as approved.

- D. Fleet Expansion Requests.** Terry presented the three most recent fleet expansion requests from Arlington Police, Tulalip Bay Fire and Silvana Fire. He explained that all of the requests are within the board authorized formula for the quantities and types of radios, and added that there is still sufficient funding for the requests.

Jim Lawless moved and Derek Daniels seconded to recommend moving this action to the full board for consideration. The motion was approved.

5. **Good of the Order.** None.
6. **Adjourn.** The meeting was adjourned at 2:20 p.m. The next meeting is scheduled for November 9, 2023 at 1:30 p.m.

**Snohomish County 911
Personnel Committee
Meeting Summary for October 11th, 2023 - 9:00 a.m.**

Meeting Attendance:

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

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

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

- 1. Review Staffing Report.** Terry noted there are currently 12 vacancies and the new academy has 4 incoming trainees. Overall SNO911 staffing strength is steady.
- 2. Employee Survey Results.** Nash Consulting has provided SNO911 a report of all survey results which is currently under internal review. After all of our team has an opportunity to brainstorm next steps and develop a response to the results of the survey a more formal presentation will be brought to the Personnel Committee by next month.
- 3. Personnel Administrative Manual (PAM) Revisions.** Rosie described the updates needed on the wording in the current PAM, which includes a lot of small corrections with title changes and capitalization fixes. A redlined version of all the changes were included in the packet. There are a few policies that will have more substantial changes and will go through legal which will take a longer amount of time and will be brought back to this committee in November or December.
- 4. Round Table.** Terry noted that the Fire Chiefs have been working with a Consultant to evaluate the organizational structure of Snohomish County 911 EMS. One of the options they recommended was to integrate that into SNO911 and having EMS become a department of SNO911. With a Director of EMS at the head of the department (currently consisting of 4 people) to become a leader with an opportunity to build a foundation to get those functions back on track. The E-board will receive full recommendations in November with the goal to stabilize the functions of Snohomish County EMS. Terry also explained that EMS is responsible for developing the medical care protocols used by over 1700 EMTs, Paramedics, etc.
- 5. Next Personnel Committee Meeting, Wednesday, November 8th, 2023 at 9:00 a.m.**

The committee adjourned at 9:25 a.m.

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

Meeting Attendance:

Committee Members					
Dave DeMarco		George Hurst	X	Jeraud Irving	X
Richard Emery					
Staff Support Team					
Kurt Mills		Wade Anderson	X	Diana Brown - OAC	X
Terry Peterson	X	Steve Lawlor		Tiff Brown	X

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

- 1. Call to Order.** The meeting was called to order at 1:01pm by George Hurst in the Committee Chair, Dave DeMarco's absence.
- 2. Project Status Report – Budget Review.** Terry shared a short presentation on the overall project budget. He noted that at this time, SNO911 is not asking for any action and the data shared today is strictly informational. Terry introduced Diana Brown, Owners Representative with OAC who was present on the call. Terry began by sharing the Original Project Estimate & Assumptions slide with the group and the entire presentation was included in the packet. It was mentioned that one of the benefits of Progressive Design Build is that you have someone evaluating the cost while building design is in progress for real time cost associations. Significant cost differentials hit in the mechanical and electrical area. In the original project estimate SNO911 planned to keep the existing HVAC system as well as the generator. Both of those items will not be sufficient to support current SNO911 operational needs and new systems must be purchased. Anti-climb fencing as well as ballistic rated walls and windows are also on the list to add to the existing project. SNO911 is keeping in mind that certain things are easier to get into the building now and some items can be added in the future. There is an existing 5% contingency in place for any unforeseen obstacles during the build process.

SNO911 has set up a new reserve fund 125 for future building needs and plan to deposit an annual contribution of \$750k/year

The roadmap to GMP (Guaranteed Maximum Price) will change slightly in December to a phased approach, Phase 2A, covering structural and civil engineering costs. Phase 2B will include the mechanical, electrical and interiors piece. This approach is structured into the current contract to get the project started and keep momentum on the progress. It was asked if this phased process is "common" and Diana said that new building permits were also done in phased succession to allow for quicker start to structural work.

The presentation shown today will go to the Finance Committee and the Board for further input and to make sure everyone is aware of the direction of the project. Transparency and

being fiscally responsible is essential to SNO911. The committee acknowledged the need for a strong 911 center and the service to the public this will provide for decades to come.

3. Round-Table. None

The meeting adjourned at 1:56pm.

4. Next Future Facility Committee Meeting, Tuesday, November 7th 2023.