

**SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
February 15, 2024 at 8:30 a.m.**



Hybrid Meeting - In Person and Zoom

Physical location: South County Fire HQ - Commissioners Board Room
12425 Meridian Ave South, Everett.

<https://us02web.zoom.us/j/86274396181>

Meeting ID: 860 00

**46 6014, Passcode: 195881
or dial +1 253 215 8782**

- 1. Call to Order**
 - A. Roll Call**
 - B. Announcements**
 - C. Public Comment Policy:** Public Comments limited to 3 minutes on discussion items related to agency business.
- 2. Public Comments**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - A.** Minutes from the January 18, 2024 Regular Board Meeting3
 - B.** January 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1032 -1033, 18362 - 18482, for a total of \$3,676,840.63
 - ii. Payroll Direct Deposit, in the amount of \$1,328,250.84
- 5. Executive Session**
- 6. Old Business**
 - A.** Committee Assignments8
- 7. New Business**
 - A.** APF – 2023 Year End Budget Actions9
 - B.** APF – Paging System Replacement 10
 - C.** APF – Surplus Radio Equipment37
 - D.** 2024 SNO911 Board Caucus Meetings40
 - E.** Insurance Coverages Updates.....43
- 8. Reports**
 - A.** Agency Report.....44
 - B.** New Facility Project Update
 - C.** Radio Replacement Project (RRP)50

- D. Police TAC (no meeting)
- E. Fire TAC (meeting next week)
- 9. **Committee Reports**
 - A. Finance Committee54
 - B. Personnel Committee (no meeting)
 - C. Future Facility Committee (no meeting)
 - D. EMS Joint Task Force56
 - E. County EESCS Committee (formerly County E911 Office)
 - F. County ECSF Program Advisory Board
- 10. **Good of the Order**
- 11. **Adjourn** - The next meeting is scheduled for March 21, 2024

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

January 18, 2024

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☐ Richard Emery	Mukilteo
	☒ Dave DeMarco	Everett Fire	☒ Pete Caw	Mntlk Terrace PD
	☒ Ryan Lundquist	SRFR	☒ Kurt Mills	SNO911
	☐ Don Waller	Marysville Fire	☒ Terry Peterson	SNO911
	☒ Ryan Shaughnessy	Fire District 15	☒ Andie Burton	SNO911
	☒ Susanna Johnson	SCSO Sheriff	☒ Marlin Herolaga	SNO911
	☐ Ken Klein	Snohomish County	☒ Rosie Akopyan	SNO911
	☒ John DeRousse	Everett Police	☒ Wade Anderson	SNO911
	☒ Judy Tuohy	Everett	☒ Howard Tucker	SNO911
	☐ Rod Sniffen	Edmonds Police	☒ Steve Lawlor	SNO911
	☒ George Hurst	Lynnwood	☒ Jordan Stephens	Legal Counsel
	☒ Jonathan Ventura	Arlington Police	☐ Christine Svihus	Legal Counsel
Alternate Board Members in Attendance	☒ Thad Hovis	South County Fire	☒ Jeraud Irving	Everett Police
	☒ Roy Waugh	SRFR	☐ Don Schwab	Everett
	☐ Paul Gagnon	Everett Fire	☒ Jim Lawless	Marysville Police
	☒ Ned Vander Pol	Marysville Fire	☒ Cole Langdon	Lynnwood Police
	☐ Chad Schmidt	Fire District 21	☒ Jenna Nand	Edmonds
	☐ Jason Biermann	Snohomish County	☒ Jeff Beazizo	Lake Stevens Police
	☐		☐ Dale Kaemingk	Brier
Guests and Staff in Attendance	Adam Hutschreider - SHKS Architects		Brian Mills - SC Fire District 4	
	Bob Heggenes - Lydig Construction		Glen Albright - Mukilteo Fire	
	Diana Brown - OAC Services		Julieta Altamirano-Crosby - Lynnwood Council	
	Kevin McCarry - Lydig Construction		Riley McGinnis - Member of the Public	
	Mallory Cusenbery - RDC Architecture		Alicia Berget - SNO911 - Public Meeting Space	
	Nick Morrow - RDC Architecture		Tiffani Brown - SNO911 Notetaker	
	Stacy Shewell - OAC Services		Sharon Brendle - SNO911 Notetaker	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	A. President Nehring called the meeting to order at 8:30 a.m. Roll was taken and a quorum was confirmed. B. Announcements: Director Mills welcomed Sheriff Johnson and Councilmember Julieta Altamirano-Crosby from Lynnwood.	
2. Public Comment	No public comments	
3. Approval of Agenda	Chief Jeff Beazizo moved to approve the agenda as presented. The motion was seconded by Councilmember George Hurst and approved unanimously.	Agenda Approved
4. Consent Agenda	Councilmember Hurst moved to approve the Consent Agenda, including: A. Minutes from the December 21, 2023 Regular Board Meeting B. December 2023 Blanket Voucher & Payroll Approval Form: i. Checks 1028 - 1031, 18246 - 18361, for a total of \$2,013,041.61. ii. Payroll Direct Deposit, in the amount of \$1,249,257.27.	

	<i>C. RRP: Subscriber and Inventory Support Funding Amendment</i> <i>Chief Dave DeMarco seconded the motion and it was approved unanimously.</i>	Consent Agenda Approved
5. Old Business	A. Future Facility Budget & GMP. Director Mills introduced the presentation and explained that it was given to the joint Future Facility and Finance Committees last week, and was favorably received. Deputy Director Peterson provided a snapshot of where the project is and budget is. He reminded the board that two years ago the agency purchased two existing buildings that are located less than a mile from the current facility. He explained the concept of Progressive Design Build. Most all of the essential services will take place in Building B, with the agency utilizing a maximum reuse strategy for Building A. The Board has already approved a budget in the amount of \$62 million. There were some initial assumptions that went into the design estimate, including the HVAC systems and generator. They have since learned that the HVAC system in Building B is under equipped to handle the amount of equipment in the building. That will need to be replaced, along with the electrical system that will support it. They also did cost benefit analysis on the generator and discovered it will also need to be replaced. The combined mechanical and electrical systems are driving the increase in the budget. Terry explained that they have earmarked some funds that they will ask the board to authorize. The presentation moved into the design portion which was introduced by Mr. Mallory Cusenbery, a principle with RDC Architecture. Mr. Cusenbery explained the reason behind their design of the facility: to create a positive and effective operational environment in which essential personnel are able to do their critical work. He described the level of cooperation the design group did and continues to do with the future facility employee group. He spoke of three key objections: 1) create a state-of-the-art dispatch environment that supports and facilitates the best possible work in the critical environment; 2) to provide staff with a sense of being valued by providing key amenities in their day-to-day working environment; and 3) create a signal organizational image in a context that had two separate and independent buildings that weren't meant or designed to work together. He continued to speak about the design process and also briefly described each of the floors in each building, including colors and other design elements. Ms. Diana Brown with OAC described the steps that the project team went through to insure that SNO911 was getting the best value related to the Guaranteed Maximum Price. This included hiring a third party estimator who has access to pricing and cost information within the industry. They also compared the square footage price with other 911 centers. She listed South Sound 911, a 75,000 sq. ft. building built in 2019. Using current dollars, that price was around \$1,200 per square foot. For SNO911's new building, the price per square foot is around \$750. She also reported that from 2009 through 2024, the industry saw a huge escalation of 37%. Lead time and supply chain issues also add to the challenge.	

	The updated proposed budget was also shared, including those items that have been approved, as well as those under consideration. Deputy Director Peterson explained that with freed up contingency dollars, it is assumed that those under consideration will eventually be approved. He included a new target of \$67.85 million, with the targeted GMP at \$44.2 million. The current contingency is at \$5,085, but they don't want to tap into that yet. At the end of the presentation Deputy Director Peterson presented an APF that explained the proposed budget for the SNO911 Board to consider. Councilmember George Hurst reported that the joint Future Facility and Finance Committee discussed the issue at their meeting and recommended approving the actions proposed. Following some questions and a brief discussion, the board took the following actions: <i>i. Councilmember Hurst moved to amend the Future Facility Total Project Budget to \$67,850,000 including the delegated authorization to modify the necessary agreement(s) to include known and future betterments to further enhance the future facility. The motion was seconded by Chief Ryan Lundquist and passed with Chief John DeRousse abstaining.</i> <i>ii. Councilmember Hurst moved to authorize the transfer of \$5,850,000 from identified funds as described in this APF to Fund 150 – Future Facility Project. The motion was seconded by Assistant Chief Jim Lawless and passed with Chief John DeRousse abstaining.</i> <i>iii. Councilmember Hurst moved to authorize the execution of Phase 2A GMP Amendment as presented. The motion was seconded by Chief Ned Vander Pol and passed with Chief John DeRousse abstaining.</i>	All 3 motions were approved
6. New Business	A. Appointive Staff Policy Revisions. Director of Human Resources, Rosie Akopyan, presented the proposed policy revisions. She explained that they are being done to align with what was bargained with represented staff as well as to incorporate regulatory updates with the policy. Some of these included: • Increasing the amount of the medical waiver to \$550, to be the same as negotiated terms with represented staff. Medical deductions will now be deducted as pre-tax. • Adjustment in pay days allowing for more time for staff to run payroll. • Increasing the cell phone stipend to \$60 per month. • Break times for nursing mothers were adjusted to match regulatory requirements. The proposal was reviewed and approved by the Personnel Committee at their January meeting.	

	<i>Councilmember Hurst moved to approve the January 10, 2024 Appointive Staff Policy revisions, as presented. The motion was seconded by Chief Thad Hovis and approved unanimously.</i>	Motion approved
7. 2024 Planning	A. Committee Vacancies. Director Mills announced the current committee vacancies. Action will be taken at the next meeting. He asked that board members contact him if they have questions or are interested in filling any of the vacancies. B. Bi-Annual Board Member Caucuses. Director Mills reminded the board that they are due to hold elections in April. There are no term limits for serving on the board. Deputy Director Peterson added that there is a current board vacancy for Large Fire, and he expects to reach out to that caucus soon to get that position filled. C. Proposal for In-Person Board Meeting in February, April, August, and October. Director Mills announced that they are interested in occasionally holding in person meetings this year. South County Fire is available to host these four meetings, with the hope that board meetings can take place in the new building in 2025. They will also be able to facilitate Zoom meetings. This was agreeable to the board. Updated invitations will be forthcoming.	
8. Reports	A. Agency Report. Deputy Director Peterson highlighted that the Nurse Navigation program had their soft launch. Low acuity medical calls will be able to be transferred over to a licensed nurse to help steer the patient to the level of care they need. B. New Facility Project Update. Nothing more to add. C. Radio Replacement Project (RRP). Radio Systems Team Manager, Howard Tucker, reported that they are making good progress. They hope to bring the revised paging system forward for approval. They are also working with Motorola on the system upgrade before cutover. Another deep analysis of the project is also being planned to present to the board in April. D. Police TAC. No meeting E. Fire TAC. Director of Operations, Andie Burton, reported that Fire TAC met the day before. Operational items were discussed, as well as an update to a policy where they inact operations centers when they have stressed operations due to weather or other large scale events. SNO911 has been working with agencies to regionalize that policy. They also set their meeting location and schedule.	
9. Committee Reports	A. Future Facility & Finance Committees. Nothing additional to add. B. Personnel Committee. Nothing additional to add. C. EMS Joint Task Force. Deputy Director Peterson reported that the group has met twice and taken a couple of actions. Chief Dave DeMarco was selected as Chair, and Commissioner Roy Waugh was selected as Vice-Chair. They've set a meeting schedule for twice per month and hired Karen Reed as their facilitator. They plan on providing a	

	written report which will be included in the board packet starting next month. D. County EESCS Committee (formerly County E911 Office). Deputy Director Peterson reported a meeting was held yesterday. The budget committee will be meeting before April. Also reported is that the County has moved to a two year budget cycle. E. County ECSF Program Advisory Board. No meeting.	
10. Good of the Order	Councilmember Jenna Nand wanted to publicly commend Edmonds Police Department for the way they responded to a deadly shooting incident that occurred early in the month. The subject was apprehended within six days. She also wanted to thank Chief Bennett and Commander McClure for their community outreach to the victim's families.	
Adjourned	The meeting was adjourned at 9:451 a.m. The next regular meeting is scheduled for February 15, 2024, at 8:30 a.m. The meeting will be held at South County Fire.	



Committee Vacancies

Date: 2/12/2024

Title: Committee Vacancies

Background / Purpose:

Select representatives for committee vacancies which were announced last month. We have found 3 to 4 members to be the ideal minimum for SNO911's advisory committees, however there is not a set limit. Any board member is eligible to serve on one or more committee.

SNO911 Advisory

Personnel Committee

Meeting: Monthly, 0900-Wednesday (week prior to Board), Zoom.

Current: J. Ventura, T Hovis

Interest: J Beazizo

Finance Committee

Meeting: Monthly, 1330-Thursdays (week prior to Board), Zoom.

Current: D. DeMarco, J. Lawless, K. Klein, J. Nand

Interest: J. Beazizo

Future Facility Committee

Meeting: Monthly (as needed), 1300-Tuesday (week prior to Board), Zoom.

Current: D. DeMarco, J. Irving

Interested: N. VanderPol

Snohomish County Committees

ECSFP (Emergency Communication Systems and Facilities Program)

Meeting: As needed

Current SNO911: J. DeRousse, J. Nehring, R. Waugh, T. Hovis, D. Kaemingk. County: S.

Johnson, J Biermann, N. Nehring

Requirement: One vacancy of a City Elected Official appointed by the SNO911 Board.

Interested: None

The board shall include one fire commissioner; three elected city officials; one city police chief and one fire chief nominated annually by the Snohomish County 911 board at its all agency assembly; a member of the county council or designee; the county executive or designee; and the Snohomish County sheriff or his/her designee. In the event of a mid-term vacancy, the nominating authority may nominate a member to serve the remainder of a term. The advisory board shall be chaired by the sheriff. (Added during General Election, Nov. 6, 2018, Eff date Apr. 1, 2019; [Ord. 18-037](#), Jun. 20, 2018; Amended by Ord. 19-038, Aug. 21, 2019, Eff date Aug. 31, 2019).

EESCS Enhanced Emergency Services Communications System (formerly E911)

Meeting: Quarterly, 0900-3rd Wednesday, Teams

Current: J. Biermann, R. Wiita, A. Burton, T. Peterson, K. Mills

Interested: None



ACTION PROPOSAL FORM

Date: 2/6/2024

Action Title: 2023 Year End Budget Activities

Time Sensitivity: Normal

Background / Purpose:

At the end of each year the Board must take steps to finalize the previous year's budget carryover and other revenues. The adopted Fiscal Policy states the Board will make decisions on how to account for any carryover with a priority of funding **(1)** unrestricted reserves, **(2)** unanticipated operating costs, **(3)** Capital Plan, and **(4)** distribution of unrestricted funds to participating member agencies. The SNO911 Budget does not fund or assess agencies for Reserves or Capital and relies on unbudgeted revenue ("carryover") to maintain sufficient funding. In addition, this APF defines the actions the Board must take related to anticipated revenue beyond what has been applied to the operating budget.

Operating Budget Underspend: The year-end analysis of the 2023 Operating Budget is completed with total budget expenditures at 98.00% of budget and resulting in a carryover of \$1,486,573.

The Finance Committee reviewed and recommended the proposed action.

Recommended Actions:

Action 1: Authorize moving \$1,086,573 of **Operating Budget Underspend** into Capital Fund 80 for capital needs of the agency.

Action 2: Authorize moving \$400,000 of **Operating Budget Underspend** into ECC Infrastructure Fund 125 to begin saving for unplanned facility needs of existing structures and the new building once it's fully occupied.



Action Proposal Form

Date: February 2, 2024

Title: Paging System Replacement

Background / Purpose:

The Snohomish County 911 Radio Replacement Project (RRP) is scoped to replace the obsolete and unsupported alphanumeric paging system. This legacy system is shared between SNO911 and NORCOM to provide regional paging coverage. This project was included in the original contract with Motorola, however, the RRP project team, along with consolation with our member agencies, developed an alternative path designed to deliver a better overall product.

The original project budget for this work was \$1,933,739 and was removed from the Motorola contract in 2022 in Change Order 12.

Project staff have identified a cooperative purchasing agreement that supports the procurement and replacement of the paging system infrastructure. This cooperative purchasing agreement through Sourcewell provides for hardware, software and services from School Health Corporation.

The RRP project team, with support from ADCOMM, has negotiated a hardware and services statement of work that will replace the legacy paging system in a manner that manages risk, minimizes transition time, and reuses functional antenna systems to reduce costs.

SNO911 and NORCOM have entered into a cost sharing interlocal agreement with each entity being 100% responsible for their own sites, and a 67% SNO911 33% NORCOM split for centralized equipment and project management. SNO911 will be the contract holder and therefore seeking authorization for the full project amount.

The Finance Committee & FireTAC have reviewed and recommended the proposed action.

Suggested Action/Recommendation:

Authorize entering into the necessary agreements with School Health to fund replacement of the legacy paging system for an amount not to exceed \$1,540,000 (includes sales tax and 10% contingency) pending final legal review. NORCOM reimbursements will be transferred into Fund 130.

Fund: 130-012 RRP Motorola Infrastructure

PUBLIC WORKS CONTRACT

This Contract is entered into between **Snohomish County 911 (SNO911)**, a municipal corporation, referred to as "Owner", and School Health Corporation, referred to as "Contractor."

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

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: **Alphanumeric Paging Project**.
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents; **Owner Specifications Exhibit 1, Contractor's Proposal, Exhibit 2** and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits 1, and 2. **The terms of Exhibit 1 shall take precedence over the terms of Exhibit 2.** Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor shall start work within **30** calendars days after the date of the written Notice to Proceed and be substantially completed within **280** calendar days and fully completed within an additional **365** calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner's personnel and activities.

- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.
- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. COMPENSATION

- 2.1. The Contractor shall provide monthly statements which shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the statement.
- 2.2. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.3. The Owner's representative shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of Contractor's statements and shall issue to the Owner certification for payment.
- 2.4. All progress payments shall be subject to withholding of the retained percentage as provided in Section 17.
- 2.5. Washington State Sales Tax shall be separately stated on each statement submitted by the Contractor.

3. CONTRACT SUM

- 3.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of **\$1,382,661** plus Washington State Sales Tax. This amount shall be paid through monthly statements as provided in Article 2.
- 3.2. Final payment constituting the entire unpaid balance of the Contract sum, subject to the withholding of retained percentage as provided in Section 17, shall be made by the Owner to the Contractor when:
 - 3.2.1. The Project has been completed and approved and accepted by the Owner.
 - 3.2.2. A final statement has been submitted to the Owner by the Contractor.

4. LIQUIDATED DAMAGES

- 4.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of **\$1,000** per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will

suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

- 5.1. The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- 5.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 5.2.1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW;
 - 5.2.2. Have a current Washington State unified business identifier number;
 - 5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW; and
 - 5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 5.2.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

6. BOND

- 6.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the

State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents.

7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work
- 7.2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 7.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

8. INSURANCE

- 8.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 8.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 8.3.
- 8.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made

form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

- 8.4. The Contractor’s Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
- 8.5. The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 8.7. The Contractor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner’s recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 8.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 8.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 8.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 8.11. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s):
 - 8.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;

8.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

8.12. The Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

8.13. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

8.14. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

9. TYPES OF INSURANCE REQUIREMENTS

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

9.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

9.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property

damage. The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

9.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.1.4. Builders Risk insurance covering interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Owner upon written request by the Contractor and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Owner has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Owner.

10. MINIMUM AMOUNTS OF INSURANCE

10.1. The Contractor shall maintain the following insurance limits:

10.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

10.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

10.1.3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

10.1.4. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

11. CHANGE ORDERS

11.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:

- 11.1.1. Deleting any part of the Project,
- 11.1.2. Increasing or decreasing quantities,
- 11.1.3. Altering specifications, designs, or both,
- 11.1.4. Altering the way the Project is to be done,
- 11.1.5. Adding new work to the Project,
- 11.1.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner.
- 11.1.7. Ordering the Contractor to speed up or delay the Project.

11.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the Project under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.

11.3. The Contractor shall proceed with the work upon receiving:

- 11.3.1. A written change order approved by the Owner.

11.4. The Contractor accepts all requirements of a change order by:

- 11.4.1. endorsing it,
- 11.4.2. writing a separate acceptance, or
- 11.4.3. not protesting in the way this section provides.

11.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

11.6. The Contractor may protest change orders or other claims as provided below:

- 11.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:

11.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;

11.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:

- (a) The date of the protested order or claim
- (b) The nature and circumstances which caused the protest or claim;
- (c) The contract provisions that support the protest or claim;
- (d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
- (e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

11.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.

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

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

12. CLAIMS

12.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Section 11.6 regarding protests.

12.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY

CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

12.3. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

13. TERMINATION

13.1. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

13.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

14. CONTRACTOR RECORDS

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

15. DEFECTIVE OR UNAUTHORIZED WORK

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

16. PREVAILING WAGES

16.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on

the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

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

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

17. RETAINAGE

17.1. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

17.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

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

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

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

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

17.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 17.2 Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

18. PROJECT SAFETY.

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

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

18.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure and all openings are lockable.

19. DISPUTE RESOLUTION

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

19.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

19.3. 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 Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.

19.4. 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.

- 19.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

20. SUSPENSION OF THE WORK

- 20.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.
- 20.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the Project by reason of unfavorable weather conditions.
- 20.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

21. USE OF COMPLETED PORTION OF PROJECT

- 21.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

22. AUTHORITY OF OWNER'S CONSULTANT

- 22.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:
- 22.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED,

HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.

- 22.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.
- 22.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations or liabilities under the contract.
- 22.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.
- 22.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.
- 22.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the Contractor's work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.

22.1.7. The Consultant shall at all times have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

23. PLANS AND WORKING DRAWINGS

23.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

23.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve bench marks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

24. FINAL ACCEPTANCE

24.1. All material and completed work are subject to final inspection by the Owner.

24.2. Completion and/or Correction of Work and Remedies Before Final Payment: If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

24.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance

with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

24.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

25. SUPERINTENDENT AND SUPERVISION

25.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

26. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

26.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

27. GENERAL CONTRACTOR RESPONSIBILITIES

27.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.

27.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent

or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.

27.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

28. WARRANTY

28.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

29. LIMITATION OF ACTIONS

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

30. MISCELLANEOUS PROVISIONS

30.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

30.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of

Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner

Contractor

By: _____

By: _____

Contractor Reg. No. _____

UBI Number: _____

Dated: _____

Dated: _____

DRAFT

EXHIBIT 1

VHF Paging Installer Services for SNO911 Radio Replacement Project

A. PROJECT OVERVIEW

Snohomish County 911 (SNO911) is seeking for a qualified vendor to assist with replacement of a jointly operated VHF POCSAG paging system. This VHF paging system provides emergency response notifications to first responders in Snohomish County and portions of King County Washington. The current system is jointly owned and operated by SNO911 and Northeast King County Regional Public Safety Communication Agency (NORCOM). Vendor should have direct experience managing and implementing radio communication projects, FCC licensing, design expertise with data transport and VHF paging technologies.

B. BACKGROUND

The current paging system is end of life and is unsupported by the vendors. The paging system consists of approximately 27 paging transmitters and a centralized redundant paging encoder. The paging system is currently operated as a single simulcast system. Backhaul for the paging system is a combination of serial data and analog audio. The replacement system must be IP based backhaul which will involve network transport by others as needed. A small portion of existing paging transmitter sites will need to be relocated or eliminated based upon site and transport availability.

C. SCOPE OF SERVICES

- Paging Encoders to replace current Zetron 2200 paging encoders
- Installation of paging encoders, Simulcast controllers and Remote Site Controllers
- Assistance with transition from the existing paging system to the selected replacement system that minimizes downtime.
- Provide oversight of installation, testing and assist with cutover planning for new paging system.
- Provide, gather, and compile final system design documents intended to support the long-term maintenance and operation of the system.
- Provide necessary training to SNO911 technical staff to understand, operate and maintain the new paging equipment.
- Equipment details as outlined in Quote 494469-00
- Training details as outlined in Quote 494471-00
- Piggyback to source contract with Sourcewell 022422

Work to complete the installation project includes, but is not limited to:

1. Receive the separately-procured paging system hardware package from SNO911 and store it in a secure, vendor-provided off-site location for the duration of the project until it is installed;
2. Perform any pre-installation staging, configuration, and testing services at a secure, vendor-provided off-site location;
3. Perform pre-installation site surveys and/or data gathering activities as-needed;
4. Transport paging system equipment to each site for installation;
5. Provide all necessary hardware and miscellaneous parts not otherwise provided in the paging system equipment package;
6. Provide all tools and supplies necessary to complete the installation, commissioning, and testing activities;
7. Perform sweep tests on existing transmit antenna systems to be re-used and report any deficiencies for correction by others;
8. Install paging network controller equipment at primary and secondary locations.
9. Configure paging network controllers to output site paging equipment alarms and controller alarms to SNO911 and NORCOM;
10. Install paging vendor-provided GPS antennas and cabling in designated locations (TBD), ground and terminate them at the entry port;
11. Install paging equipment in existing equipment racks on-site (exact locations TBD by SNO911 and NORCOM), including mounting, wiring, cabling, wire and cable management, bonding and grounding, RF and power and IP connections, and other tasks for a complete installation according to manufacturer instructions and guidelines;
12. Provide copies of site and system test data and results including transmit signal test data and antenna system loss measured at the entry port;
13. Follow NEC and Motorola R-56 Standards as well as comply with all local, state, and other codes and regulations, including all applicable safety standards;
14. Turn-up and verify new paging equipment operation at each site;
15. Perform a system-level cutover from old to new paging system equipment;
16. Perform system operation verification testing for the new paging system, including "lockout" functionality;
17. Perform the work in a manner that minimizes the risk of bodily harm and the risk of damage to property, equipment, and materials;
18. Perform site and system acceptance reviews with Customer Representative and prepare a punch list to capture deficiencies and corrections required;
19. Complete punch list corrective actions;
20. Remove all temporary facilities, debris, waste, and packaging from customer sites;
21. Provide system documentation and closeout packages.



School Health Corporation
5600 Apollo Drive
Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305
schoolhealth.com

QUOTE

EXPIRATION DATE		QUOTE NO.
03/05/24		4294469-00
DATE	P.O. #	PAGE #
01/05/24	01052024..	1

Attn:
Ship To:
SNOHOMISH COUNTY 911
14900 40TH AVE NE STE 102
MARYSVILLE, WA 98271-8914

Bill To:
SNOHOMISH COUNTY 911
1121 SE EVERETT MALL WAY
STE 200
EVERETT, WA 98208-2832

QUOTE PREPARED BY	PHONE	EMAIL
Stephanie Spencer	866-323-5465	shirschey@schoolhealth.com

INSTRUCTIONS			SHIP POINT			VIA		SHIPPED	TERMS
			SCHOOL HEALTH			UPS GROUND			PER SOW
LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)		

CUSTOMER NOTE:
SOURCEWELL CONTRACT 022422-SHC
SCHOOL HEALTH QUOTE 4027364-00
FREE SHIPPING ON ORDERS OVER \$125

1	NS 723448 DICAL-PNC III SERVER	1	each	23982.75	each	0.00	23982.75
2	NS 723447 DICAL-PNC III RED SERVER	1	each	20847.75	each	0.00	20847.75
3	NS 991342 SNMP TRAPS	2	each	2451.00	each	0.00	4902.00
4	NS 991343 DICAL-CAD INTERFACE	2	each	5747.50	each	0.00	11495.00
5	NS IDEA DICAL-IDEA INCLUDED	1	each	0.00	each	0.00	0.00
6	NS FEEDLINE CABLE STATION TO ARRESTOR	600	each	5.32	each	0.00	3192.00
7	NS A1 DESIGN DESIGN SERVICES COST PER SITE	27	each	1610.25	each	0.00	43476.75
8	NS A4 STAGING A STAGING A	1	each	14725.00	each	0.00	14725.00
9	NS A4 STAGING B STAGING B	22	each	1852.50	each	0.00	40755.00
10	NS 238454 DICAL LOCKOUT SOFTWARE	1	each	44640.50	each	0.00	44640.50
11	NS A7 OTHER SERVICES DAILY RATE	5	each	1610.25	each	0.00	8051.25
12	NS 226218 GPS BULLET ANTENNA III	30	each	308.75	each	0.00	9262.50
13	NS 721871 DICAL ITC2800 50W - VHF 48DC-PRIMARY	30	each	22453.25	each	0.00	673597.50
14	NS AS SIS SITE IMPLEMENTATION SVCS COST PER SITE ITEM REDUCED BY \$5000.00 PER SITE FOR REUSE OF EXISTING ANTENNA SYSTEMS	27	each	10152.50	each	0.00	274117.50
15	NS A3 CONTROLLER PNC IMPLEMENTATION SVCS	2	each	4655.00	each	0.00	9310.00

Continued



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01/05/24	01052024..	2

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Stephanie Spencer	866-323-5465	shirschey@schoolhealth.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	SCHOOL HEALTH	UPS GROUND		NET 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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16	NS A5 SAT SYSTEM ACCEPTANCE TESTING	1	each	9405.00	each	0.00	9405.00
17	NS A6 DOCUMENTATION FINAL DOCUMENTATION COST PER SITE	27	each	1187.50	each	0.00	32062.50

Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as ****Shipping Direct From Manufacturer****. Delivery times for items ****Shipping Direct From Manufacturer**** vary. For specific delivery time, call customer care at 866-323-5465.

17 Lines Total	Sub Total	1223823.00
	Taxes	115039.40
	Invoice Total	1338862.40

Tax ID Number: 36-2425385

To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.



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QUOTE

EXPIRATION DATE		QUOTE NO.
03/05/24		4294471-00
DATE	P.O. #	PAGE #
01/05/24	01052024...	1

Attn:
Ship To:
SNOHOMISH COUNTY 911
14900 40TH AVE NE STE 102
MARYSVILLE, WA 98271-8914

Bill To:
SNOHOMISH COUNTY 911
1121 SE EVERETT MALL WAY
STE 200
EVERETT, WA 98208-2832

QUOTE PREPARED BY	PHONE	EMAIL
Stephanie Spencer	866-323-5465	shirschey@schoolhealth.com

INSTRUCTIONS			SHIP POINT			VIA		SHIPPED	TERMS
			SCHOOL HEALTH			UPS GROUND			PER SOW
LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)		

CUSTOMER NOTE:
SOURCEWELL CONTRACT 022422-SHC
SCHOOL HEALTH QUOTE 4027364-00
FREE SHIPPING ON ORDERS OVER \$125

1	NS A7 OTHER SERVICES DAILY RATE	18	each	1610.25	each	0.00	28984.50
2	NS A8 TRAINING DAILY RATE	5	each	1610.25	each	0.00	8051.25
3	NS A9 TRAVEL AND LEISURE	1	each	3000.00	each	0.00	3000.00

Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as ****Shipping Direct From Manufacturer****. Delivery times for items ****Shipping Direct From Manufacturer**** vary. For specific delivery time, call customer care at 866-323-5465.

3 Lines Total	Sub Total	40035.75
	Taxes	3763.36
	Invoice Total	43799.11

Tax ID Number: 36-2425385

Continued



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INSTRUCTIONS				SHIP POINT			VIA		SHIPPED	TERMS
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LN	PRODUCT AND DESCRIPTION			QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)	

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Exceptions and Clarifications to:

SNO911 VHF Paging Equipment and Installer Services Statement of Work SNO911 #2023-150 ADCOMM PN#0729

Exceptions and Clarifications as provided by RACOM:

- A savings of \$135,000 has been included in the SchoolHealth/Sourcewell Proposal to reflect a reduction in implementation costs because the implementation of the VHF antenna systems at 27 sites will be outside the scope of this agreement. Sno911 will reuse existing antenna systems.
- Surge Suppressors and Paging Amplifiers are beyond the scope of this original agreement.
- Training and Equipment Removal are Optional.
 - System Technician Training of 1.5 days at Sno911 and 1.5 days at NORCOM + 2 Travel Days
 - Equipment Removal estimated at 3/day, 9 days total x 2 people = 18 man-days
- The following payment terms will apply:
 - 30% downpayment
 - 30% upon Shipment from the manufacturer (Swissphone) to RACOM
 - 30% upon installation and cutover
 - 10% upon final acceptance and completion of documentation



Action Proposal Form

Date: 1/30/2024

Title: Surplus Radio Equipment

Background / Purpose:

The items recommended for transfer/surplus/disposal include legacy equipment removed from radio sites, extra installation supplies and unusable subscriber equipment as part of the Radio Replacement Project.

The list of these surplus items are consolidated at the Marysville warehouse and are shown in Exhibit A. Staff recommend that this equipment will processed by transferring to a user agency, sending to auction and/or utilizing the State of Washington Department of Enterprise Services (DES) as per Subsection 30.40.50 of the Washington State Administrative and Accounting Manual as of August 1, 2023.

The Finance Committee reviewed and recommended the proposed action.

Suggested Action/Recommendation:

Step 1: Declare all of the listed items as surplus and authorize staff to coordinate the transfer, auction, and if unsuccessfully auctioned, disposal as described in Exhibit A.

Fund: Fund 85 – Planned Radio Capital

QTY	MANUFACTURER	DESCRIPTION	ASSET #	SERIAL NUMBER	Estimated VALUE (EACH)	Estimated VALUE (TOTAL)	Disposition
525	MOTOROLA	30' REMOTE MOUNT CABLE			\$88.25	\$46,331.25	James G Murphy
475	MOTOROLA	17' REMOTE MOUNT CABLE			\$82.50	\$39,187.50	James G Murphy
40	MOTOROLA	MOBILE DESK TRAY			\$74.53	\$2,981.20	James G Murphy
51	MOTOROLA	CONTROL HEAD CABLE			\$44.70	\$2,279.70	James G Murphy
111	MOTOROLA	HIGH POWER MOBILE PWR CABLE			\$25.90	\$2,874.90	James G Murphy
16	MOTOROLA	MID POWER MOBILE PWR CABLE			\$37.95	\$607.20	James G Murphy
20	DAVID CLARK	DAVID CLARK RADIO INTF CORD			\$190.28	\$3,805.60	James G Murphy
24	MOTOROLA	3.2 ohm EXTERNAL SPEAKER			\$72.05	\$1,729.20	James G Murphy
90	MOTOROLA	DESKTOP POWER SUPPLY			\$234.74	\$21,126.60	James G Murphy
19	MOTOROLA	DESKTOP POWER SUPPLY			\$258.75	\$4,916.25	James G Murphy
30	MOTOROLA	MCYCLE HEADSET CABLE			\$172.70	\$5,181.00	James G Murphy
92	MOTOROLA	CONTROL HEAD TRUNNIONS			\$58.06	\$5,341.52	James G Murphy
305	MOTOROLA	WI-GPS DOME			\$189.70	\$57,858.50	James G Murphy
461	MOTOROLA	PLASTIC HOLSTER (FIRE)			\$28.76	\$13,258.36	James G Murphy
341	MOTOROLA	LEATHER HOLSTER W/ SWIVEL CLIP			\$69.25	\$23,614.25	James G Murphy
590	MOTOROLA	PLASTIC HOLSTER (LAW)			\$26.65	\$15,723.50	James G Murphy
165	MOTOROLA	MOBILE DESK TRAY			\$74.53	\$12,297.45	James G Murphy
70	MOTOROLA	MOBILE DESK TRAY			\$74.53	\$5,217.10	James G Murphy
60	MOTOROLA	AUDIO CABLE ADAPTOR			\$40.55	\$2,433.00	James G Murphy
1	MOTOROLA	900MHz RX DIPLEXER		38455-005	\$150.00	\$150.00	WA DES
1	MOTOROLA	900MHz RX DIPLEXER		38455-174	\$150.00	\$150.00	WA DES
1	MOTOROLA	900MHz RX DIPLEXER		38455-001	\$150.00	\$150.00	WA DES
1	POWER CONVERSION PRODUCTS	SYSTEM CONTROL PANEL		136	\$50.00	\$50.00	WA DES
1	ASTRON	POWER SUPPLY		8612823	\$500.00	\$500.00	WA DES
1	POWER CONVERSION PRODUCTS	TWINPACK		C10689-62674	\$100.00	\$100.00	WA DES
1	MOTOROLA	MTR2000 VHF RECEIVER	10223	512CYH0182	\$200.00	\$200.00	WA DES
1	MOTOROLA	MTR2000 VHF RECEIVER		474CAM0009	\$200.00	\$200.00	WA DES
1	TELEWAVE	CAVITY FILTER		7895	\$100.00	\$100.00	WA DES
1	NEWMAR	NEWMAR 12 v POWER SUPPLY		2079174	\$1,800.00	\$1,800.00	WA DES
1	AEROFLEX	3500A IFR	00013	1000298369	\$12,750.00	\$12,750.00	James G Murphy
1	ANRITSU	SITEMASTER S331C	06530	226054	\$1,195.00	\$1,195.00	James G Murphy
1	REMEC	DIPLEXER	06525	38455-005	\$250.00	\$250.00	WA DES
1	REMEC	DIPLEXER		38455-174	\$250.00	\$250.00	WA DES
1	REMEC	DIPLEXER		38455-001	\$250.00	\$250.00	WA DES
1	NEWMAR	48 v POWER SUPPLY			\$2,300.00	\$2,300.00	WA DES
1	TECHNISONIC	AIRCRAFT VHF AM TRANCEIVER		D0875	\$100.00	\$100.00	WA DES
1	MAJOAPOWER	SINEWAVE POWER INVERTER			\$50.00	\$50.00	WA DES
1	NEWMAR	TELCOM INVERTER		E4184000370W0	\$150.00	\$150.00	WA DES
1	MOTOROLA	XTS2500		205CFP0648	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03356	205CKB1101	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03360	205CHU2933	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03355	205CHU3501	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03475	205CFH0400	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	10330	205CKF6729	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03478	205CFH0754	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03479	205CFH0745	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	02792	205CGF2628	\$100.00	\$100.00	WA DES

<u>QTY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>	<u>SERIAL NUMBER</u>	<u>Estimated VALUE (EACH)</u>	<u>Estimated VALUE (TOTAL)</u>	<u>Disposition</u>
1	MOTOROLA	XTS2500	03476	205CFH0410	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03359	205CHU3523	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03357	205CHU3519	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	03358	205CKV1113	\$100.00	\$100.00	WA DES
1	MOTOROLA	MCS2000	02706	466CFH0423	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02708	466CFH0428	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02707	466CFH0424	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02705	466CFH0420	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02709	466CFH0432	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02704	466CHF0418	\$50.00	\$50.00	WA DES
1	MOTOROLA	MCS2000	02601	466CDU0118	\$50.00	\$50.00	WA DES
1	MOTOROLA	XST3000	02603	326CDW2136	\$40.00	\$40.00	WA DES
1	MOTOROLA	XST3000	10084	326ABW0101	\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS2500	03477	205CFH0409	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	SC00813	205CKD5204	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	SC00647	205CFR2939	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS2500	SC00795	205CJH0620	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS5000	10876	721CFJ0603	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS5000	10847	721CFT8139	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS5000	10870	721CFZ3923	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS5000	10848	721CFJ0585	\$100.00	\$100.00	WA DES
1	MOTOROLA	XTS3000	10391	326ABW0102	\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS3000	SC00409		\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS3000	SC00408		\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS3000	02602	326CDW2135	\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS3000	10340	326ABS2006	\$40.00	\$40.00	WA DES
1	MOTOROLA	XTS3000	10334	620ABS4109	\$40.00	\$40.00	WA DES
1	MOTOROLA	MTS2000		466ABW0142	\$30.00	\$30.00	WA DES
1	MOTOROLA	MCS2000		623SFN1772	\$50.00	\$50.00	WA DES
1	MOTOROLA	XTL2500		624CKR0096	\$50.00	\$50.00	WA DES
1	MOTOROLA	XTL2500		624CLB0232	\$50.00	\$50.00	WA DES
1	MOTOROLA	XTL2500		624CLB0233	\$50.00	\$50.00	WA DES
1	MOTOROLA	XTL2500		624CLB0228	\$50.00	\$50.00	WA DES
1	MOTOROLA	XTL2500		624CLB0227	\$50.00	\$50.00	WA DES
1	MOTOROLA	APX7500		761CPK0286	\$500.00	\$500.00	WA DES
1	MOTOROLA	APX7500		761CQT0358	\$500.00	\$500.00	WA DES
1	MOTOROLA	APX7500		761CNR0204	\$500.00	\$500.00	WA DES
1	MOTOROLA	APX7500		761CQT0361	\$500.00	\$500.00	WA DES
1	MOTOROLA	APX6000XE	06504	756CUK0493	\$1,500.00	\$1,500.00	WA DES
1	ICOM	IC-R20	10709	1109704	\$300.00	\$300.00	SNO County DEM
1	ICOM	IC-R8500	00074	5785	\$700.00	\$700.00	SNO County DEM

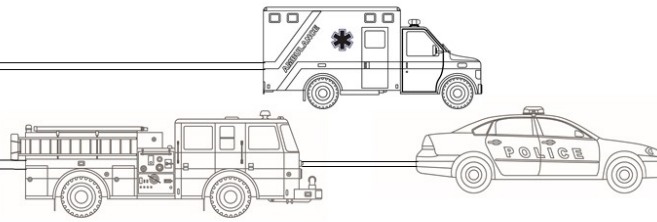
Snohomish County 911 2024 Semi-Annual Caucus Meeting Schedule						
All caucus meetings will meeting virtually on April 9, 2024.						
Calendar invites will be sent out soon.						
Primary Seats	Alternate Seats	Caucus	Agency	Approved Caucus Members	Title	Meeting Time
2	2	Police 1	Snohomish Co Sheriff's Office	Susanna Johnson	Sheriff	April 9, 2024 9:00 AM
		Police 1	Snohomish Co Sheriff's Office			
		Police 1	Snohomish County	Jason Biermann	Senior Policy Advisor	
		Police 1	Snohomish County	Ken Klein	Executive Director	
2	2	Police 2	Everett	John DeRousse	Police Chief	April 9, 2024 9:30 AM
		Police 2	Everett	Judy Tuohy	Councilmember	
3	3	Police 3	Edmonds	Jenna Nand	Councilmember	April 9, 2024 10:00 AM
		Police 3	Edmonds	Rod Sniffen	Asst. Police Chief	
		Police 3	Marysville	Jon Nehring	Mayor	
		Police 3	Marysville	Jim Lawless	Assistant Police Chief	
		Police 3	Lake Stevens	Jeff Beazizo	Police Chief	
3	3	Police 3	Lake Stevens	Brett Gailey	Mayor	April 9, 2024 10:30 AM
		Police 4	Lynnwood	Cole Langdon	Police Chief	
		Police 4	Lynnwood	Julietta Altamirano-Crosby	Councilmember	
		Police 4	Arlington	Jonathan Ventura	Police Chief	
		Police 4	Brier	Dale Kaemingk	Mayor	
		Police 4	Brier	Dennis Nick	Councilmember	
		Police 4	Brier	Martin Krienke	Councilmember	
		Police 4	Brier	Michael Gallagher	Councilmember	
		Police 4	Mill Creek	Vincent Cavaleri	Councilmember	
		Police 4	Monroe	Jason Gamble	Councilmember	
		Police 4	Monroe	Jeffrey Jolley	Police Chief	
		Police 4	Mountlake Terrace	Kyoko Matsumoto Wright	Mayor	
		Police 4	Mukilteo	Louis Harris	Council President	
		Police 4	Mukilteo	Tom Jordal	Councilmember	
		Police 4	Woodway	Jim Willett	Councilmember	
3	3	Fire 1	Everett Fire	Dave DeMarco	Fire Chief	April 9, 2024 11:00 AM
		Fire 1	Everett Fire	Paul Gagnon	Assistant Fire Chief	
		Fire 1	SRFR	Ryan Lundquist	Assistant Fire Chief	
		Fire 1	SRFR	Roy Waugh	Commissioner	
		Fire 1	South County Fire	Thad Hovis	Fire Chief	
1	1	Fire 1	South County Fire	Michael Fearnough	Commissioner	April 9, 2024 11:30 AM
		Fire 2	Marysville Fire	Ned Vander Pol	Fire Chief	
		Fire 2	Fire District 4	Don Waller	Fire Chief	
		Fire 2	Fire District 4	Thad Frater	Assistant Fire Chief	
		Fire 2	North County RFA	Dave Kraski	Deputy Fire Chief	
1	1	Fire 2	North County RFA	John Cermak	Fire Chief	April 9, 2024 1:00 PM
		Fire 3	Mukilteo Fire	Glen Albright	Fire Chief	
		Fire 3	FD 5 (Sultan)	Steve Fox	Commissioner	
		Fire 3	FD 5 (Sultan)	Seth Johnson	Fire Chief	
		Fire 3	FD 15 (Tulalip)	Ryan Shaughnessy	Fire Chief	
		Fire 3	FD 16 (Lake Roesiger)	Justin Johnson	Fire Chief	
		Fire 3	FD 17 (Granite Falls) & FD 23	Jim Haverfield	Fire Chief	
		Fire 3	FD 19	Keith Strotz	Fire Chief	
		Fire 3	FD 21			
		Fire 3	FD 22	Jeremy Stocker	Assistant Fire Chief	
		Fire 3	FD 24 (Darrington)		Fire Chief	
		Fire 3	FD 25			
		Fire 3	FD 26 & FD 28	Eric Andrews	Fire Chief	
		Fire 3	FD 26 & FD 28	Ernie Walters	Assistant Fire Chief	
		Fire 3	FD 27			
1, Non-voting	1, Non-voting	Associate Cities	Darrington			April 9, 2024 2:00 PM
			Edmonds	Jenna Nand	Councilmember	
			Gold Bar			
			Granite Falls			
			Index			
			Snohomish			
			Stanwood			
			Sultan			

Snohomish County 911 Member Agency Police Caucus Assignment
Updated: February 12, 2024

	Principal Police Service Providers, by population served --excl. Bothell	2023 OFM or County Population as of 04/01/23	% of Total Population	Police Caucuses Caucuses are created working up from smallest agencies to largest – smaller three caucuses are roughly evenly sized after deducting population of largest caucus.
Caucus 1	Unincorporated Snohomish County (Includes contract Cities: Snohomish, Darrington, Granite Falls, Gold Bar, Sultan, Stanwood, Index)	428,730	49.88%	2 Seats % of Total Population Served 49.88%
Caucus 2	Everett	114,200	13.29%	2 Seats % of Total Population Served 13.29%
Caucus 3	Marysville	73,780	8.58%	3 Seats % of Total Population Served 18.43%
	Edmonds	43,370	5.05%	
	Lake Stevens	41,260	4.80%	
Caucus 4	Lynnwood	40,790	4.75%	3 Seats % of Total Population Served 18.40%
	Mountlake Terrace	23,810	2.77%	
	Mukilteo	21,590	2.51%	
	Mill Creek	21,630	2.52%	
	Arlington	21,740	2.53%	
	Monroe	20,590	2.40%	
	Brier	6,610	0.77%	
	Woodway	1,340	0.16%	
Total Population Served		859,440	100.00%	

Snohomish County 911 Member Agency Fire Caucus Assignment
Updated: February 12, 2024

	Principal Fire Service Providers, by population served --excl. Bothell	2023 OFM or County Population as of 04/01/23	% of Total Population	Fire Caucus Assignment: Large (14%+) Medium (>3% <14%) Small (3% or less)
Caucus 1	SSCFR RFA (Includes RFA Members and contract City: Edmonds)	301,952	36.62%	3 Seats % of Total Population Served 69.79%
	SRFR (Includes Lake Stevens and contract city: Monroe)	159,216	19.31%	
	Everett FD	114,200	13.85%	
Caucus 2	Marysville Fire District RFA	88,339	10.71%	1 Seat 20.08%
	North County RFA (Stanwood & Arlington)	47,158	5.72%	
	Snohomish/FD #4	30,078	3.65%	
Caucus 3	Mukilteo	21,590	2.62%	1 Seat % of Total Population Served 19.50%
	Granite Falls/FD #17/FD #23	14,957	1.81%	
	FD #21	9,379	1.14%	
	Sultan/FD #5	10,745	1.30%	
	FD #15	5,043	0.61%	
	FD #22	5,277	0.64%	
	Gold Bar/Index/FD #26/FD #28	5,358	0.65%	
	FD #19	3,666	0.44%	
	Darrington/FD #24	3,294	0.40%	
	FD #16	3,139	0.38%	
	FD #25	995	0.12%	
	FD #27	96	0.01%	
Total Population Served		824,482	100.00%	



**HELP
STARTS
HERE**

February 6, 2024

Memo Re: SNO911 WCIA Insurance

Purpose: Detail Past, Current, and Future SNO911 Insurance Costs

Background

2021 Insurance Cost = \$56,567

2022 Insurance Cost = \$94,234 (66.6% Increase)

2023 Insurance Cost = \$305,875 (224% Increase)

2024 Insurance Cost = \$482,289 (57.7% Increase)

The market for public sector insurance has been tight for the past couple of years. Many insurance companies are moving out of the state which leaves a less competitive market. In addition, settlement and judgement payout amounts have increased significantly in the past few years, mostly due to auto and employment related payouts. This environment has led to increased costs.

Since SNO911's insurance rates are not published until after the budget is approved, we do the best we can to anticipate the amount, but this year's \$482,289 was higher than expected compared to 2024's budgeted amount of \$330,000; a \$152,289 shortfall.

In addition, the budgeted amount for Future Facility Builder's Risk Insurance was \$100,000. However, the lowest bid Lydig or SNO911 was able to receive was \$233,000; \$133,000 more than the budgeted amount that would need to be spent on top of the aforementioned \$482,289 insurance cost for a total amount of \$715,289, less the budgeted amounts of \$330,000 + \$100,000 = \$430,000, i.e. \$285,289 more than budgeted.

Discussions with WCIA led to the conclusion that we did not need a separate Builder's Risk Insurance Policy and that the new facility's buildings (at completed value) were, in fact, covered by our WCIA policy; thus saving SNO911 \$233,000; bringing down that unbudgeted amount to \$52,289 for 2024.

The \$482,289, and much of the increase over prior year, is due to the fact that the new Future Facility buildings were scheduled on our insurance in 2023 at roughly \$10 million and are now scheduled at roughly \$72.8 million. We will know more about future insurance costs towards the end of the year and will present that information to the Board. WCIA did state that the market was softening.



Board Packet Memorandum

Date: February 15, 2024

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

SNO911 IT staff continues work with Tyler Technology Developers on the remaining priority issues. As of today, there are 7 POs and 3 P1s that are outstanding and being addressed. SNO911 is expecting to receive a fix from Tyler this week to address and resolve all but one of the priority issues. Once the fix is delivered SNO911 IT staff will begin a detailed testing session to ensure the outstanding issues are completely fixed. The April upgrade to version 2023.2 SP1 is still on schedule. If there are any changes to the schedule SNO911 will send out an update.

Future Facility

On 2/7 SNO911 held our official ground-breaking ceremony that was well attended and included several Board Members, employees and project teams.



Tech Management Team continues meeting monthly with the SNO911 management staff (Future Facility Planning Group). The Tech Management team presented a construction schedule and a high-level project schedule outlining all the

work needed to be completed in order to fully occupy the new facility. The Tech Project Teams have also confirmed lead times on equipment and has started the process of ordering equipment as it fits into the schedule project timeline. The Tech Management Team will continue to monitor the construction schedule and make any adjustment to the timeline as needed.

Tech Department Update

Over the last couple of weeks with the help of HR, the SNO911 Tech Management Team has conducted multiple interviews for the open positions (GIS/OPS Coordinator and Facilities Coordinator) within the department completing all the first rounds of interviews. SNO911 HR

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

has started scheduling the final rounds of interviews and hopes to have those completed within the next few weeks.

2024 Operations Roadmap to Excellence

The SNO911 Operations Leadership Team, comprised of Supervisors, Operations Managers, and Senior Leadership, have developed a roadmap to focus on in 2024 and beyond. The roadmap focuses on SNO911's Core Value *Excellence* and uses that as the lens and vision to drive in-progress and pending projects and programs within Operations. Projects and programs are categorized under one of the six identified initiatives, although some span several initiatives. In addition to providing greater visibility and understanding throughout the department into projects and programs, the hope is that this roadmap will open up opportunities for participation, involvement, and professional development at all levels.



CAD Lite/Regional Resiliency Project

On Thursday, February 1st, SNO911 conducted a drill of our regional resiliency efforts with ValleyCom 911. During the drill, the ECCs alternated sending their live non-emergency calls to the other for a period of thirty minutes. Those calls were answered by a call taker at the backup ECC and entered into CAD Lite for the home ECC to then transfer into their live CAD system for dispatch. During the drill, only one live non-emergency call was received, but several test calls were placed for each ECC, and all were entered without significant issue into CAD Lite.

SNO911 and ValleyCom911 intend to continue drilling these regional resiliency plans, including drills with live 911 calls, with the goal of having SNO911 and Valley Com act as backup ECCs for each other should a phone system outage or other emergency make it so calls cannot be answered at the home ECC.

Nurse Navigation Program

The Nurse Navigation program was officially launched on January 30th. As of February 7th, a total of 91 calls have been successfully navigated out of the EMS system by the Nurses, most of which received self-care instructions. SNO911 and the MPDS Dispatch Steering Committee are reviewing the call data regularly and will continue to refine the list of determinant codes that are eligible for the program.

HOW IT WORKS

RIGHT CARE

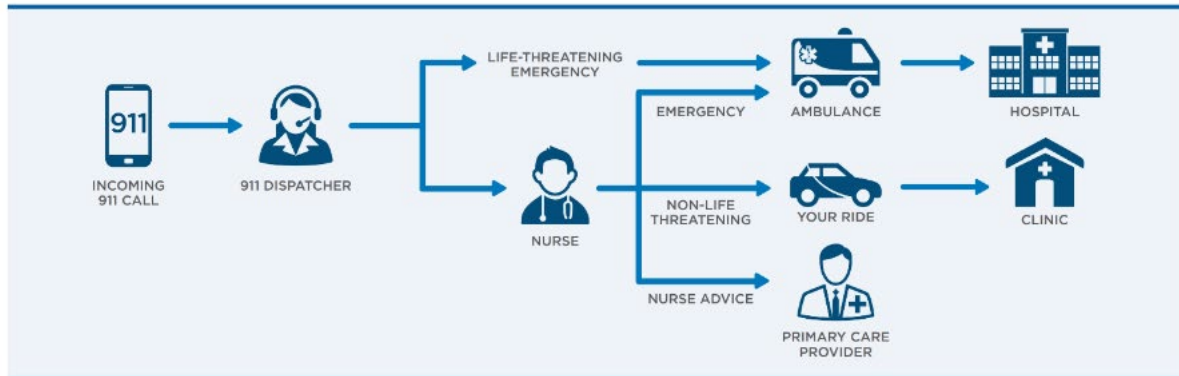
Nurse consultation to determine caller's specific needs

RIGHT TIME

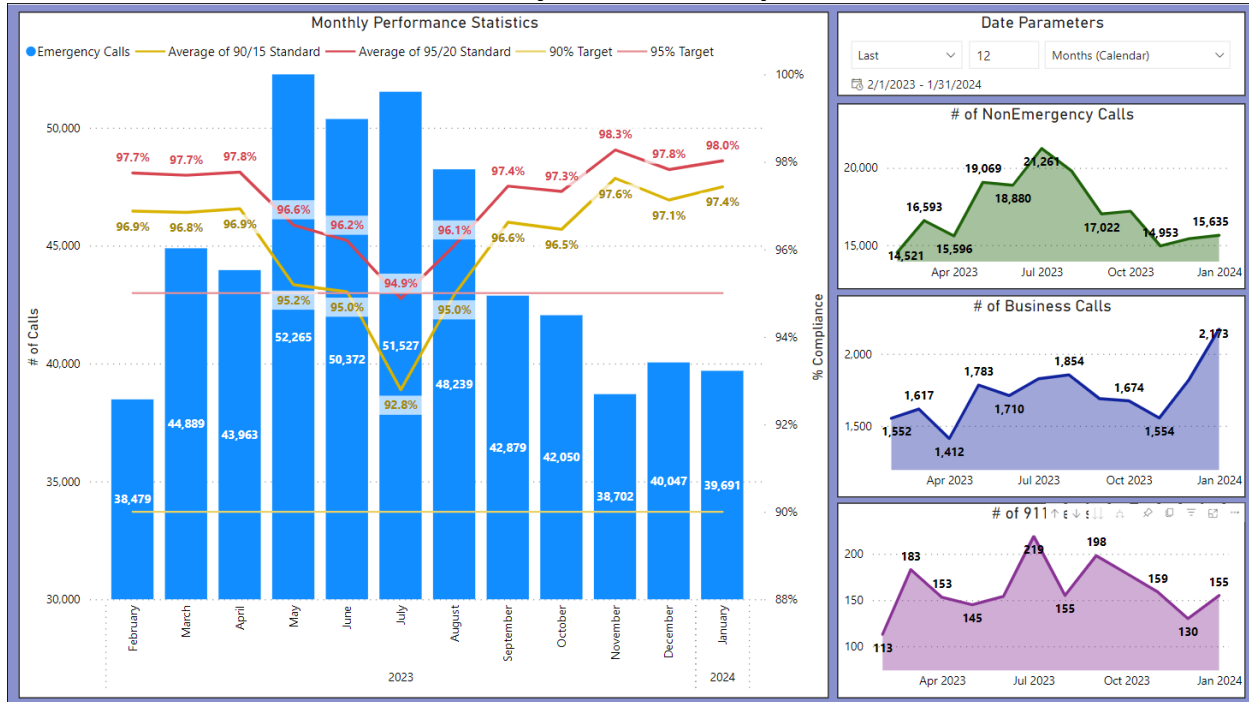
Nurses quickly determine the appropriate care needed

RIGHT PLACE

Including local clinics, urgent care centers or treatment in place



Monthly Statistical Reports



Text-to-911 Report

911 Texts	Type	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	9												9	9
Incorrect Use	Follow-Up	8												8	38
	Area Checks	0												0	
	Info	1												1	
	Noise	7												7	
	Traffic	2												2	
	Other Complaints	20												20	
Misuse	Accidental	5												5	65
	Behavioral Health	60												60	
	Prank	0												0	
Other	Test	3												3	43
	Abandoned	11												11	
	Non-English	1												1	
	Outgoing	0												0	
	Subsequent	16												16	
	Transfer	3												3	
	Voice Call	9												9	
Month Total		155	0	0	0	0	0	0	0	0	0	0	0	155	155
<u>Abandoned:</u> Non-Responsive <u>Accidental:</u> Device or person accidentally texted 9-1-1 <u>Area Check:</u> Check of area for person, vehicle, etc. <u>Behavioral Health:</u> Calls that result in BHC by LE/EMS <u>Follow-up:</u> Where is officer?, Subject is no longer here <u>Info:</u> What is the phone number for animal control? <u>Noise:</u> Music, People, Fireworks, Alarm w/o Emergency, etc. <u>Non-English:</u> Texter uses language other than English <u>True:</u> Texter is Deaf, Texter is fearful that a voice call will put them in danger, Call results in tranport to jail/hospital <u>Other:</u> Any other request or complaint, Media from Intrado <u>Outgoing:</u> Text calls initiated by SNO911 <u>Prank:</u> Calls that do not attempt to give any valid/useful information <u>Subsequent:</u> Additional inbound text after call released by call taker <u>Test:</u> PSAP testing, Training TXT29-1-1, Vendor test <u>Traffic:</u> Speeders, DULs, Parking, etc. <u>Transfer:</u> Text calls that result in a Transfer to another PSAP or Entity <u>Voice Call:</u> Dispatchers called the texter/texter placed voice call															

SPIDR Tech Survey – January 2024

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	1,085	66.81%
3 - Satisfied	427	26.29%
2 - Neither Satisfied nor Dissatisfied	55	3.39%
1 - Somewhat Dissatisfied	15	0.92%
0 - Very Dissatisfied	42	2.59%
Total	1,624	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	1,282	93.71%
Somewhat	55	4.02%
No	31	2.27%
Total	1,368	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	Total
Everett Fire Department	2,303	2,303
Marysville Fire District	1,220	1,220
Mukilteo Fire	235	235
North County Regional Fire Authority	755	755
Sky Valley Fire	63	63
Snohomish County Airport Fire Department	34	34
Snohomish County Fire District #15	129	129
Snohomish County Fire District #16	23	23
Snohomish County Fire District #17	153	153
Snohomish County Fire District #19	35	35
Snohomish County Fire District #21	74	74
Snohomish County Fire District #22	39	39
Snohomish County Fire District #24	48	48
Snohomish County Fire District #25	3	3
Snohomish County Fire District #27	1	1
Snohomish County Fire District #4	289	289
Snohomish County Fire District #5	119	119
Snohomish Regional Fire and Rescue	1,112	1,112
South Snohomish County Fire and Rescue	3,461	3,461
Total	10,096	10,096

Police Calls

IncidentDepartment	01-Jan	Total
Arlington Police Department	2,033	2,033
Brier Police Department	630	630
Darrington Police Department	84	84
Edmonds Police Department	1,830	1,830
Everett Police Department	10,812	10,812
Gold Bar Police Department	217	217
Granite Falls Police Department	399	399
Index Police Department	46	46
Lake Stevens Police Department	1,743	1,743
Lynnwood Police Department	3,293	3,293
Marysville Police Department	5,391	5,391
Mill Creek Police Department	1,599	1,599
Monroe Police Department	1,665	1,665
Mountlake Terrace Police Department	1,590	1,590
Mukilteo Police Department	1,954	1,954
Snohomish County Sheriff's Office	11,995	11,995
Snohomish Police Department	783	783
Stanwood Police Department	688	688
Stillaguamish Tribal Police	2,064	2,064
Sultan Police Department	505	505
Woodway Police Department	54	54
Total	49,375	49,375

Radio Replacement Project Updates

February 15, 2024

Overview:

The RRP is in a phase that most work is transparent to users. Motorola is working on programming, testing and optimizing the infrastructure. Once this is complete, coverage testing can begin later this year.

General Project Update:

- Paging System Procurement to the Board this month
- BDA/DAS coordinator role in negotiations with vendor
- The impacts of the system upgrade prior to system acceptance will likely delay user cutover into Q1 2025

Radio System Infrastructure:

- All radio system infrastructure, minus Machias, is installed
- Antenna work at 3 Lakes (final site) scheduled for February 22.
- Closeout of site readiness building permits underway
- Machias Conditional Use Permit requires resubmittal to account for adjacent property critical area designation - Is this still doable? Maybe add a statement here.

New Facility Radio Infrastructure

- Negotiation with vendor for microwave overlay underway to bring connectivity to new facility; will be funded from RRP contingency
 - Path Surveys complete with one viable path identified between the new facility and North Campus
- Received significant transfer of equipment from King County/Seattle to potentially equip New Facility with enough console site equipment to minimize impact to operations
- Project planning underway for new facility. Sub-projects include: DC power systems, Antenna systems, Network infrastructure and dispatch floor hardware.

Paging System Project:

- Paging system hardware and installation proposal received.
- Testing of existing paging system antenna systems complete with no remediation efforts being needed
- Cost estimates are within planned RRP budgeted amounts

Technician Training:

- Microwave radio systems training completed
- Automatic Direction Finding equipment received and training complete
- Nokia router and management training planned for 2024
- Motorola P25 radio system training planned for 2024

Site Readiness:

- Site Readiness Contracts 1 through 4 are being closed out by end of year

Subscribers:

- Fleet expansion requests significantly exceeding planned amounts
- Agencies are requesting radios on short timelines that are difficult to meet
- Staff is taking time to review current inventory and develop plan to respond to fleet expansion requests. There is inventory that can be reconfigured, but time is needed to make those changes

Risks:

- Vendor's availability of technical staff to support implementation
- Complexity of new facility build underway simultaneously with RRP
- No designated fleet expansion included in 2024 budget; closely monitoring requests

Upcoming Policy/Budget:

- Paging system implementation
- New facility microwave overlay/connectivity
- MPLS support and upgrade planning
- Fleet Expansion funding

RRP Policy & Major Decision Timeline

- 12/2023: SNO911 Board of Directors approve BDA/DAS Coordinator consultant role
- 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
Finance Committee
Meeting Summary for February 8, 2024 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Finance Committee					
Dave DeMarco	✓	Jim Lawless	✓	Jenna Nand	
Ken Klein	✓				
Staff and Guests					
Kurt Mills	✓	Wade Anderson	✓	Sharon Brendle	✓
Terry Peterson	✓	Steve Lawlor		Tiffani Brown	✓

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

1. **Call to Order, Introductions, and Announcements.** The meeting was called to order at 1:31 p.m. by Chair Dave DeMarco. There were no announcements.
2. **Reports.**
 - A. **Blanket Voucher Report for January.** Jim Lawless moved and Ken Klein seconded to recommend the Board approve the Voucher Report for January. The motion carried.
 - B. **Fund Balance Report for January.** Wade went over the report. There were no questions.
3. **New Business.**
 - A. **APF - 2023 Year End Budget Actions.** Director Mills commended Wade on his management of the budget to fall within two percent. He reminded the committee that they fund their capital each year by utilizing the carryover amount. The amount of the 2023 carryover is \$1,486,761. This savings can be traced back to employee underspend, which Staff proposed dividing by moving \$1,086,761 into the Capital Fund and \$400,000 into the ECC Infrastructure Fund 125.
 - Action 1: Jim Lawless moved and Ken Klein seconded to recommend the Board authorize moving \$1,086,761 of Operating Budget Underspend into Capital Fund 80 for capital needs of the agency. The motion carried.
 - Action 2: Jim Lawless moved and Ken Klein seconded to recommend the Board authorize moving \$400,000 of Operating Budget Underspend into ECC Infrastructure Fund 125 to begin saving for unplanned facility needs of existing structures and the new building once it's fully occupied. The motion carried.
 - B. **APF - Surplus Radio Equipment.** Terry recalled that this proposal is similar to action the board took late last year. The new list includes items not included in the previous list. He explained that most of the items were pieces that came with the original radio project, including installation supplies that weren't used. The value shown is what they originally cost when purchased and aren't the actual current value. They are asking that items of value go to auction, with the other items transferred to DES for disposal. He also added that two of the items are being transferred to Snohomish County's Department of Emergency Management.

Ken Klein moved and Jim Lawless seconded to recommend the Board declare all of the listed items as surplus and authorize staff to coordinate the transfer, auction, and if unsuccessfully auctioned, disposal as described in Exhibit A. The motion carried.

- C. **APF - Paging System Replacement.** Terry explained that the proposal involves the alpha numeric paging system that is used to alert firefighters and EMTs of calls. The current system is at end of life and was originally included in the Motorola project, but the project team determined that it would be better to replace the system themselves. The funds relating to the paging system were pulled out of the project in the amount of \$1.9 million, but were set aside. Since then the team have entered into a cost sharing agreement with NORCOM, gone through a needs and market analysis, along with a competitive process, and agreed to purchase a new version through Swiss Phone. The manufacturer is still updating, supporting and producing the system using the most up-to-date technology. Terry added that the project review committee and Fire TAC have both reviewed and are supportive of the project.

Jim Lawless moved and Ken Klein seconded to recommend the board authorize staff to enter into an agreement with School Health with a not-to-exceed amount of \$1,540,000, including sales tax and 10 percent contingency, based on the negotiated scope of work to replace the legacy paging system with costs to be shared with NORCOM, per the paging system replacement interlocal agreement. The motion passed.

- D. **Audit Status.** Wade reported that all items that the Auditor has requested has been provided to them as of last Tuesday. He hasn't received a draft report yet, but was told that there were no issues on 2021. He is still waiting to hear any feedback on 2022. He expects to receive three auditing comments relating to new policies and policy updates. He also expects to hold the exit meeting in the next two to four weeks. Asked about findings, Wade replied that none are expected, only some observations, including one related to a fuel policy. That was an area of focus statewide. SNO911 has a fuel card policy, but not one pertaining to "fuel."
- E. **Insurance Cost Memo.** Wade provided a memo that gave a background to the insurance costs over the years. He explained that the largest increase took place between 2022 to 2023, which was market driven. with increases tied directly to auto and employment related payouts. The most recent increase also included coverage for the \$10 million building. He also learned that builder's risk insurance was not needed, which amounted to a saving of \$233,000. The building is already covered through their WCIA policy. He said he anticipates that the agency should budget, for insurance going forward, in the amount of \$525-550,000, due to the value of the new building. Terry added that the builder's risk insurance was included in the Lydig budget, and they were prepared to go out and buy the policy. Thanks to Wade's contact with WCIA, that risk is already covered under the agency's current policy.

4. Good of the Order.

- Kurt shared information about the Ground Breaking Ceremony held the day before. He appreciated those board members who were able to attend. They had a good turnout including staff and project folks. He also reported that a fence has been installed around the property, and construction has officially started.

5. **Adjourn.** The meeting was adjourned at 1:55 p.m. The next Finance Meeting is scheduled for March 14, 2024 at 1:30 p.m.

SCFCA-SCEMS-SNO911 EMS Governance Joint Task Force
Meeting Summary for January 23, 2024 / 10:00 – noon
Location: SNO911 New Headquarters
332 SW Everett Mall Way

Meeting Attendance:

Voting Members					
Dave DeMarco	✓	Gary Lingel	✓	Roy Waugh	
Don Waller	✓	Roger Vares	✓	Shaughn Maxwell	✓
Staff and Support					
Dr. Ryan Keay, MPD	✓	Joe Hughes	✓	Sharon Brendle (notetaker)	✓
Scott Dorsey	✓	Kurt Mills			
Karen Reed	✓	Terry Peterson	✓		

Decisions are underlined; follow-up matters are in *italics*.

1. Welcome / Introductions / Review of Agenda. Chair Dave DeMarco started the meeting at 10:00 am. The committee members introduced themselves, and there were no changes proposed for the agenda.
2. Approval of meeting minutes. Corrections were made to update the time of the January 9th meeting from 1-3 pm to 10 am to noon. Shaughn Maxwell moved to approve the meeting minutes as corrected. The motion was seconded by Roger Vares and approved unanimously.
3. Draft Communications. The communications plan was discussed, with liaisons appointed who will make verbal reports to the agency boards, as follows:

Agency/Organization	Primary Liaison	Alternate Liaison
SCSCFA	Shaughn Maxwell	Don Waller
SCEMS	Roger Vares	Joe Hughes
SNO911	Dave DeMarco	Don Waller

It was also suggested that Roy Waugh report to the Fire Commissioner's Board.

All members agreed that any questions or comments received at any of the respective meetings be shared with the JTF at their next meeting.

After a brief discussion, the JTF decided to leave item 8 (role of the Medical Program Director) as is.

Don Waller moved to accept the Communications Plan, as amended by addition of the liaison names. The motion was seconded by Shaughn Maxwell and approved unanimously.

4. JTF Mission, Timeline, Membership, Process and Work Plan Document. Karen led the group through the redlined proposed changes. The group discussed and agreed to the following edits:
 - Part 1, Section A, last sentence: "...ensure its recommendations recognizes-
 - Part 2, Section A.5: add SCEMS Vice Chair to staff support list.
 - Part 3, Section 5; insert "or other next steps" after "conflict."
 - Part 3, Section 6. Add a sentence "If a recommendation does not directly involve an agency, its recommendation is considered advisory."

- Attachment A - last bullet point on first page of attachment, edit as follows: “The JTF will seek to identify a sustainable, resilient and functional program/structure for advancing the service levels of the EMS system in a manner that meets state regulatory requirements and can grow over time.”
- Attachment B - Task Force Team - remove Keith Strotz and add Gary Lingel.

Don Waller moved to accept the document as amended. The motion was seconded by Shaughn Maxwell and approved unanimously.

Next steps: Karen will prepare a final, clean version of the document.

5. Developing a Guiding Statement of Values and Principles. Karen led the discussion over the results of the homework assigned at the last meeting. She asked the group whether they supported the proposed values and principles in the homework results and what else they would add. Additional values and principles included:

- Lean, as in six-sigma,
- Resilient,
- Scalable
- Sustainable
- Focused on core services
- expand sense of common ground
- visionary approach
- Trustworthy
- planning for transition
- An umbrella agency for the County
- Checks and balances
- Leave details of long-term offerings for later
- Supports all stakeholders in the system, ensure their input
- Able to meet state mandates
- Promoting a just culture/non-punitive culture
- Consensus based decision-making

Some members expressed concern that the JTF may ultimately not receive full support from the Fire Chiefs Association when asked for a final vote. They discussed the communication strategy that they plan on using, which includes engaging with SCFCA and could be augmented to include engaging every fire agency during the process. Scott Dorsey noted he and Dr. Keay could also meet with individual Fire Chiefs. It was stressed that the system changes will require ongoing support from all the chiefs, and the group must also agree to the differing perspectives of small, medium and large agencies. Chief DeMarco noted that an interlocal agreement between the fire agencies would likely be required to implement the changes that the JTF recommends.

Next steps: Karen will prepare a draft statement of values and principles based on this discussion and bring it to the group for their review/discussion and possible approval at the next meeting.

6. Current EMS System State/Requirements. Terry and Scott started to present information on current conditions and requirements for SCEMS. Shaughn provided a matrix that included responsibilities and tasks, and listed who was responsible, from the Medical Program Director (MPD) to Trauma Care Council, EMS Director and Staff, and individual agencies. Among the discussion points noted:

- A local Trauma Care Council (TCC) does not need to exist, but if it is created, it must meet state requirements for its composition and operate as a public entity (public meetings, public records, etc.).
- The fire agencies have chosen to create the TCC and put it in charge of the nonprofit (SCEMS) that they created and funded to provide funding and support for the MPD. There are other ways this could be structured.
- Dr. Keay sees the TCC as an important unified system participant discussion and recommendation forum.
- There is ongoing confusion between the role of the TCC and SCEMS.
- Dr. Keay would like to move to a system where EMT testing is not subjective, is administered by each agency and reported promptly to SCEMS or some central group holding the records.
- There is confusion about the mandatory versus discretionary roles of the MPD, TC, SCEMS and fire agencies.

Next steps: Terry and Scott will work with Shaughn to expand on Shaughn's matrix to clarify the mandatory and discretionary roles of the MPD, TCC, SCEMS and fire agencies, for discussion at the next meeting.

7. Next Meeting:

- The group agreed to postpone the presentation with Department of Health personnel, until JTF members have more time to develop their plan.
- Review - Statement of Values and Principles for possible action.
- Discuss priorities for greater coordination/collaboration under new governance structure.
- Next meeting is scheduled for February 13 at 10:00 a.m. Meeting location is SNO911's new facility, Building A.

Chief DeMarco adjourned the meeting at 12:05.

Joint Task Force on EMS Governance

Draft Communications Plan

As approved 1.23.24

Goals:

Primary goals of the communications strategy

- Ensure SCFCA, SCEMS and SNO911 Board members have access to the same information about the work of the JTF, at the same time.
- Provide at least monthly updates to the Boards.
- Provide means to answer questions from elected officials / staff / others and get feedback

Messages:

Messages will evolve as the project proceeds.

In the **first phase of the project (January - February)** messages will focus on communicating

- Mission
- Work Plan
- Timeline
- Decision making process
- Process for providing input or getting answers to questions
- How communications will continue in the future

Messages to be repeated each month until/unless decisions are made that supersede/update these messages:

- (1) The Joint Task Force is advisory to the Boards.
- (2) The JTF will be bringing preliminary work products forward to the Boards for their INPUT along the way, as they are completed.
- (3) JTF members will provide monthly updates to Boards; some may be verbal, others in writing depending on the status of the JTF's work.
- (4) The JTF expects the scope of work will take through June to complete, but it may take longer.

- (5) The primary purpose of the project is to develop information necessary to allow the Fire/EMS service providers in Snohomish County, and the three Boards, agencies, to make an informed decision as to what are the next steps in advancing greater coordination, alignment and collaboration within the EMS system.
- (6) Input from Boards, and fire agencies, and other interested stakeholders as the work products are presented, is welcome and encouraged. It is important to the success of this effort.
- (7) At the end of the JTF's work, the Boards will be asked whether they endorse the JTF's final recommendations, and if so, the Boards will decide how to proceed with implementation.
- (8) The Medical Program Director has an oversight role in the work of the JTF and is invited to all JTF meetings. JTF recommendations will be consistent with state rules and regulations defining the MPD's role and the role of the State DOH. The JTF will be seeking input from the MPD throughout the project.
- (9) Our initial substantive focus is to get a better understanding of the current systems in place and review of the EMS oversight as outlined in state law.
- (10) The JTF will share its work products, and proposed recommendations with the Boards as these work products are completed. Work products include:

Phase 1: January - February

- Mission statement, work plan, process, timeline for Joint Task Force
- Statement of Values and Principles for consolidation (building on long-term vision in Berk report)
- Communications Plan
- Current state summary: legal requirements, roles, responsibilities, existing duplication, gaps, etc.
- Scope of Services that should be facilitated over time, and initially prioritized --- options, recommendations

Phase 2: March-April

- Host agency options and assessment of strengths/challenges for each/recommended Host(s)
- Governance Framework—options and key questions

Phase 3: May-June

- Governance Recommendation Outline
- Funding Recommendation

- Proposed Initial Organization Structure and services to be provided
 - Document outlining anticipated value of/rationale for JTF recommendations
 - Recommended General Implementation Plan
- (11) All agencies will have access to all work products of the Joint Task Force as they are developed and forwarded to the Boards for input. Access will be provided by posting on the SNO911 website, and through regular dissemination of meeting materials for Board meetings at which the work products are discussed.

Audience

Primary audiences for communication include:

- SCFCA, SCEMS and SNO911 Board Members and their Alternates
- Fire Agencies in Snohomish County and their elected leadership

Secondary audiences for communication include:

- The public
- Local Media
- Other emergency communications operations in the region

Strategies

- A. Provide regular, balanced, accurate, high-level information to the Boards to enable them to quickly understand the project status and next steps.
- B. Respect the role and responsibility of the member agencies to make their own decisions with respect to the future of the EMS system in Snohomish County and to have input into the process.
- C. Ensure an opportunity for two-way input—information out from the Joint Task Force, and information and feedback in from Boards and Fire Agencies.
- D. Progress on the project should be transparent. The project schedule and status should be posted on the SNO911 website.

Tactics

- (1) A JTF member will provide a verbal update at every SCFCA, SCEMS and SNO911 Board meeting, supplemented with copies of JTF work products as those are

completed and any written communications approved by the JTF. The updates will reflect the work and decisions of the JTF and this communications plan.

SCSCFA E Board liaison from JTF: Primary: Shaughn Maxwell
Alternate: Don Waller

SCEMS E Board liaison from JTF: Primary: Roger Vares
Alternate: Joe Hughes

SNO911 Board liaison from JTF: Primary: Dave DeMarco
Alternate: Don Waller

Liaisons will provide the JTF with detail of all input/feedback provided by email, or verbally at the immediately following JTF meeting. JTF meeting minutes will reflect the input provided.

If approved by the JTF, the facilitator and/or support staff may be asked to attend Board meetings to assist in presentations.

- (2) Written JTF communications will be drafted by the facilitator in consultation with the JTF Chair and **approved by the JTF**.
- (3) Each Fire Agency and Board will be responsible for deciding what JTF information will be disseminated within its organization.
- (4) **JTF meeting agendas, materials, minutes and work products will be posted on the SNO911 website, together with any written reports to the Boards.**
- (5) **Primary responsibility for speaking with the media** will be with the Chair of the JTF.
- (6) JTF members and support staff speaking about the work of the Joint Task Force, to a Board, the media, or others will take care to distinguish their individual views from the positions of the Joint Task Force.

SCFCA-SCEMS-SNO911 EMS Governance Joint Task Force

Joint Task Force Mission, Timeline, Membership Process and Work Plan

As approved by the Joint Task Force on January 23, 2024

Part 1: Mission and Timeline:

A. Mission. The mission of the Joint Task Force (JTF) is to make recommendations to the Governance Boards of the three partner agencies (SCFCA, SCEMS and SNO911) regarding future governance and process flows to improve countywide EMS system(s) in ways consistent with state laws, in support of the Medical Program Director for Snohomish County (MPD), and consistent with the following long-term vision for the Snohomish County EMS system:

Greater coordination, alignment, and collaboration strengthens individual agencies, countywide systems for fire and EMS service delivery and the development of personnel.

The work of the Joint Task Force will include five major topics:

1. What is the **general scope of services and functions** should be incorporated in this governance effort at the initial phase of implementation? How might this change over time?
2. What **agency or agencies should host/integrate the countywide EMS system services** and functions identified, that are today provided by SCEMS and the Medical Program Director, as these services and functions may evolve in the future? (Note: Berk study, “Collaborative Fire and EMS Service Delivery in Snohomish County: A Feasibility Study,” dated November 7, 2023, included two recommendations: integrate with SNO911 as a department or move SCEMS under the SCFCA directly.)
3. How should these hosted/integrated services and functions be **governed**, e.g., by whom and how are decisions made for their funding, scope of activity and oversight of employees and operations? What advisory or other inputs should be included in the process?
4. How should these services and functions be **funded**?
5. What is the **general implementation path** for the recommended option(s)?

The JTF is advisory to the Executive Boards of SCFCA, SCEMS and SNO911 (collectively, the “Boards”). The JTF shall work to ensure its recommendations recognize and support the MPD’s role and responsibilities.

- B. Timeline:** The JTF will seek to conclude its work by the end of June 2024, as generally outlined on the attached Scope and Purpose Statement (**Attachment A**), after which time the individual member agencies and the Boards will individually deliberate on whether to proceed with the recommended option(s).

Part 2: Task Force Composition and Decision Making:

- A. Membership:** The JTF members include: 3 representatives from the SCFCA, 1 representative from SCEMS-TC, and 2 members from the SNO911 Board. (A list of members and the staff support team is set forth at **Attachment B**).
 - 1. Chair:** Dave DeMarco will serve as Chair of the Joint Task Force, and review and approve agendas in advance of meetings. The Chair will preside over the meetings. In the event of the absence of the Chair, Roy Waugh will serve as Co-Chair and preside over JTF meetings.
 - 2. Resignation and Appointment of Replacement Members.** Any member of the JTF may resign, and such resignation shall be effective upon submitting written notice to the JTF Chair and his/her respective Agency Board Chair. The Agency Board Chair shall take prompt action to appoint a replacement member.
 - 3. Alternates.** There will be no alternates for the Task Force Members.
 - 4. Acknowledgement of MPD Oversight.** Joint Task Force members expressly acknowledge the oversight role of the Medical Program Director in the County’s EMS system, as per state law. The JTF will seek input from the MPD throughout the course of the JTF work.
- B. Joint Task Force Decision Making**
 - 1. Votes.** Each member of the JTF has one vote. There shall be no voting by proxy.
 - 2. Routine Items.** Routine actions of the JTF will be confirmed by the vote of a majority of the voting members of the JTF.

3. **Meetings.** Meetings will be held twice per month, on Tuesdays from 10 a.m. to noon unless otherwise agreed by the Chair after consulting the JTF. Initial scheduled meetings are: January 9 and 23; February 13 and 27; March 12 and 26. Meetings shall be in person or held by zoom as determined by the Chair after consulting the JTF. Notice of meetings and proposed agendas shall be sent in advance electronically to the JTF members and support team; meeting materials will also be sent in advance to the extent practicable.
4. **Work Products.** When deciding on a recommendation or recommendations to forward to the Boards the JTF will strive to reach a consensus, defined as approval from not less than two-thirds of the JTF members in number.
 - a. Wherever appropriate, the JTF will identify options before making a recommendation to the Boards, and any recommendations to the Boards will include a summary of the options considered and the rationale for the recommendation.
 - b. If the JTF is unable to reach a consensus level of support for a proposed recommendation, then that item may still be forwarded to the Boards as a recommendation if 50% or more of the JTF members present vote in support of the item.
 - c. If the JTF is unable to reach support of 50% or more from members present on a proposed recommendation, then the proposal recommendation shall either be:
 - i. deferred to discussion and resolution at the next JTF meeting, **or**
 - ii. Forwarded for consideration by the Boards with the notation that the JTF was unable to reach a recommendation on the option(s) under consideration.
 - d. Recommendations to the Boards will note the level of support from the JTF (consensus, recommendation, or no recommendation).

5. **Staff support for Joint Task Force:** Staff support will be provided by SNO911 staff, the Interim Contract SCEMS Director, SCEMS Vice Chair and an independent facilitator. JTF members acknowledge that additional consultant support may be necessary to develop all the information sought over the course of this effort. Names of these individuals are presented at **Attachment B.**

Part 3: Input and Approval from SCFCA, SCEMS, SNO911 as Joint Task Force Work Proceeds:

1. The JTF will accomplish its mission by developing information packets corresponding to each of the three phases of work of the JTF set forth in **Exhibit A** , and bringing these information packets forward to the Boards for their review and input.
2. JTF work products will be circulated in advance to Board members.
3. A Board may determine they need additional time to deliberate and provide the JTF input on a work product, and if so, the JTF will shift its work plan to not delay the schedule any further than necessary. A Board choosing to deliberate on a work product will make every effort to conclude its deliberations by the end of its next regularly scheduled meeting.
4. Whenever Boards have input/requested changes to JTF products, the JTF will address that input and bring the revised work product back up to the Boards as soon as practicable for their review and input.
5. If Boards have conflicting input, the JTF will seek to reconcile that in the revised work product, however, if the JTF (or any Board) observes an irreconcilable conflict in input, it will notify the JTF and the other Boards; the JTF shall promptly propose a process for resolving the conflict or other next steps and so notify the Boards. If a recommendation does not directly involve an agency, its recommendation is considered advisory.
6. All three Boards will be asked to vote on the final work product/recommendations of the JTF.
7. The JTF will keep the Boards informed of its work throughout the process.

8. **2024 Phase 1 Funding:** SNO911 is contracting \$20,000 of facilitator support for this project (to be reimbursed by SCEMS). Additional funding may be required to complete the outlined scope of work.

Approval and Amendment of this document: This document shall be approved by vote of not less than two-thirds of the JTF members and may be amended at any JTF meeting by concurring vote of not less than two-thirds of the JTF members. Amendment of the work plan schedule or work products list shall not require an amendment to this document.,

Approved by vote of the Joint Task Force Members this 23rd day of January 2024.

<u>JTF Member</u>	<u>Vote</u>
Lingel:	Aye
Waller:	Aye
Maxwell:	Aye
Vares:	Aye
DeMarco:	Aye
Waugh:	(Absent)

Attachment A

WORK PLAN for JOINT TASK FORCE

The purpose of the Joint Task Force is to develop recommendations for the Boards in response to the following questions:

1. What is the general scope of services and functions that should be incorporated into this governance effort at the initial phase of implementation? How might this change over time?
2. What agency or agencies should host/integrate the countywide EMS system services and functions provided by SCEMS and the Medical Program Director today and as these services and functions may evolve in the future?
3. How should these hosted services and functions be governed, e.g., by whom and how are decisions made for their funding, scope of activity and oversight of employees and operations? advisory or other inputs should be included in the process?
4. How should these services and functions be funded?
5. What is the general implementation path for the recommended option(s)?

These options should be developed at a sufficient level of detail to allow the Boards and member agencies to make an informed decision whether to proceed to the next phase of work, which would include finalizing a more detailed implementation plan. The JTF will identify its rationale in support of each recommendation forwarded to the Boards.

Any recommendations should be consistent with the following assumptions:

- Service levels to the community/public should be the same or better than which are provided today.
- Recommendations should advance the long-term vision stated in Part 1, A.
- JTF recommendations should be designed to eliminate duplication and create efficiencies in EMS systems.
- The JTF will seek to identify a sustainable, resilient and functional foundation/program/structure for advancing the service levels of the EMS system in a manner that meets state regulatory requirements and can grow over time.

The **main deliverables and timeline** for the Joint Task Force are anticipated to be as follows:

Phase 1: January - February

Mission statement, work plan, process, timeline for Joint Task Force

Statement of Values and Principles for consolidation (building on long-term vision in Berk report)

Communications Plan

Current state summary: legal requirements, roles, responsibilities, existing duplication, gaps, etc.

Scope of Services that should be facilitated over time, and initially prioritized --- options, recommendations

Phase 2: *March-April*

Host agency options and assessment of strengths/challenges for each/recommended Host(s)

Governance Framework—options and key questions

Phase 3: *May-June*

Governance Recommendation Outline

Funding Recommendation

Proposed Initial Organization Structure and services to be provided

Document outlining anticipated value of/rationale for JTF recommendations

Recommended General Implementation Plan

Attachment B: Joint Task Force Members and Support Team

Joint Task Force Members and Support Team	
Agency/Stakeholder Voting Members	Name
SCFCA Representation (Small Agency)	Gary Lingel, Asst. Fire Chief, Darrington Fire
SCFCA Representation (Medium Agency)	Don Waller, Fire Chief, Snohomish County Fire District 4
SCFCA Representation (Large Agency)	Shaughn Maxwell, Assistant Chief, South County Fire
Snohomish County EMS/TC Council	Roger Vares, Division Chief Everett Fire, and SCEMS-TC Chairperson
SNO911 Board	Dave DeMarco, Fire Chief, Everett Fire
SNO911 Board	Roy Waugh, Fire Commissioner, Snohomish Regional Fire & Rescue
Supported By:	
SCEMS Vice Chair	Joe Hughes, Deputy Chief of EMS, South County Fire
SNO911 Staff	Kurt Mills
SNO911 Staff	Terry Peterson
SNO911 Staff	Sharon Brendle
Interim Contract EMS Director	Scott Dorsey
Hospital At-Large Representation	TBD
Consultant Support	Karen Reed, Karen Reed Consulting LLC
Oversight By:	
Medical Program Director	Dr. Ryan Keay