

**SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA**

May 16, 2024 at 8:30 a.m.

Web Conference – Join Zoom Meeting

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

Meeting ID: 860 00

46 6014, Passcode: 195881

or dial +1 253 215 8782

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

- 1. Call to Order**
 - A. Roll Call**
 - B. Announcements**
 - C. Public Comment:** *Public Comments limited to 3 minutes on discussion items related to agency business.*
- 2. Approval of Agenda**
- 3. Consent Agenda**
 - A.** Minutes from the April 18, 2024 Regular Board Meeting.....3
 - B.** April 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1042-1044, and 18717-18830, for a total of \$3,547,371.26
 - ii. Payroll Direct Deposit, in the amount of \$1,379,711.82
 - C.** APF - PAM 6.10 (PFML) Policy Change8
- 4. Executive Session**
 - A.** Legal Briefing
- 5. Old Business**
 - A.** Legislative Approvals of ILA Changes.....17
 - B.** Nurse Navigation Program Update.....71
- 6. New Business**
 - A.** EMS Joint Taskforce Presentation (30 Min.).....80
 - B.** APF - ECSF Biennial Budget Request.....101
 - C.** APF - New 911 CPE Fund 86 Proposal111
- 7. Reports**
 - A.** Agency Report.....112
 - B.** Radio Replacement Project (RRP)

C. Police TAC	117
D. Fire TAC	119
8. Committee Reports	
A. Finance Committee	122
B. Personnel Committee	124
i. Open Committee position (Current: 2 Law, 1 Fire, 0 elected)	
C. Future Facility Committee.....	125
i. Water Mitigation Report	126
D. EMS Joint Task Force	
E. County EESCS Committee (formerly County E911 Office)	
F. County ECSF Program Advisory Board	
9. Good of the Order	
10. Adjourn - The next meeting is scheduled for June 20, 2024	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

Hybrid Meeting - South County Fire April 18, 2024

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☒ Jonathan Ventura	Arlington Police
	☐ Dave DeMarco	Everett Fire	☒ Dale Kaemingk	Brier
	☒ Ryan Lundquist	SRFR	☒ Kurt Mills	SNO911
	☒ Michael Fearnough	South County Fire	☐ Terry Peterson	SNO911
	☐ Don Waller	Marysville Fire	☒ Andie Burton	SNO911
	☒ Joel Johnson - Zoom	Fire District 24	☒ Marlin Herolaga	SNO911
	☐ Susanna Johnson	SCSO Sheriff	☒ Rosie Akopyan	SNO911
	☒ Ken Klein	Snohomish County	☒ Wade Anderson	SNO911
	☒ John DeRousse - Zoom	Everett Police	☒ Howard Tucker	SNO911
	☒ Judy Tuohy	Everett	☒ Steve Lawlor	SNO911
	☐ Rod Sniffen	Edmonds Police	☒ Jordan Stephens - Zoom	Legal Counsel
	☒ Jeff Beazizo	Lake Stevens Police	☐ Christine Svihus	Legal Counsel
	☒ Julieta Altamirano-Crosby	Lynnwood		
Alternate Board Members in Attendance	☐ Bob Eastman	South County Fire	☐ Don Schwab	Everett
	☒ Roy Waugh	SRFR	☒ Jim Lawless	Marysville Police
	☐ Paul Gagnon	Everett Fire	☒ Jenna Nand - Zoom	Edmonds
	☒ Ned Vander Pol - Zoom	Marysville Fire	☐ Brett Gailey	Lake Stevens
	☒ Glen Albright	Mukilteo Fire	☒ Cole Langdon	Lynnwood Police
	☐ Jason Biermann	Snohomish County	☐ Jeffrey Jolley	Monroe Police
	☒ Doug Jeske	Undersheriff	☒ Pete Caw - Zoom	Mntlk Terrace PD
	☐ Jeraud Irving	Everett Police		
Guests and Staff in Attendance	Tom Jordal - Mukilteo councilmember		Bob Heggenes - Lydig Construction	
	David Chan - South County Fire Commissioner		Tiff Brown - SNO911	
	Riley McGinnis - Member of Public		Sharon Brendle - SNO911	
	Diana Brown - OAC			

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Public Comments	A. Call to Order: President Jon Nehring called the meeting to order at 8:30 a.m. Roll call was taken and a quorum was confirmed. B. Announcements: Operations Director Andie Burton announced that it was National Telecommunicators' Week, an annual recognition of the hard work that 911 Dispatchers to every day. She welcomed SNO911's user agency folks to stop by this week to visit dispatch staff. C. Public Comments: None	
2. Approval of Agenda	President Nehring asked to move item 5C up in the agenda to follow the Consent Agenda to accommodate guests from OAC and Lydig Construction. Chief Jeff Beazizo moved to approve the agenda as amended. The motion was seconded by Assistant Chief Jim Lawless and approved unanimously.	Amended Agenda Approved
3. Consent Agenda	Chief Beazizo moved to approve the Consent Agenda, including: A. Minutes from the March 21, 2024 Regular Board Meeting. B. March 2024 Blanket Voucher & Payroll Approval Form:	

	<i>i. Checks 1040 - 1041, 2002, 18601-18716, for a total of \$3,140,727.58.</i> <i>ii. Payroll Direct Deposit, in the amount of \$1,353,817.80.</i> C. Interim EMS Director Contract Update. <i>Councilmember Julieta Altamirano-Crosby seconded the motion and it was approved unanimously.</i>	Consent Agenda Approved
5. New Business	C. APF - Future Facility - GMP, 2B Review. Director Mills recalled that in January the Board approved an overall future facility budget of \$67,850,000, which included a construction budget of \$44,200,000. At that same time the board approved the Phase 2A GMP (Guaranteed Maximum Price), but staff wasn't ready to present Phase 2B since projects were still out for bid. They presented the GMP, and the price hadn't changed. They are seeking approval for Phase 2B GMP. Diana Brown and Bob Heggenes from Lydig were also present at the meeting in case any board members had questions. Diana further clarified the GMP includes everything in the Scope of Work. She explained that they have a list of betterments that they would like to see in the project, but adding those now would have not come in under that \$44 million dollar price tag. By law, Lydig is carrying contingency in their budget, and SNO911's budget is also carrying contingency for unforeseen conditions. They are also carrying a risk registry that identifies risk, and once certain milestones have been passed, they can start releasing some contingency funds back into the project in order to buy back some of the betterments that are on the list. <i>Chief Beazizo moved to authorize execution of Lydig's Phase 2B GMP Amendment in the amount of \$25,898,530 in a form substantially as presented, pending final legal review. The motion was seconded by County Executive Director Ken Klein and approved unanimously.</i>	Motion passed
4. Old Business	A. Interlocal Updates. Director Mills recalled that last month the board discussed potential changes to the ILA that adjusts the representation on police caucuses. Presented today is what would go to the member agencies if approved. He reported that the Finance Company reviewed the changes and gave their support. Three changes were proposed: 1) the change to the police caucus would align the formula to determine representation more closely to the one used to calculate assessments. This change mostly impacts Lake Stevens and Lynnwood Police. Both parties are in support of the change. 2) relates to the proposal to remove the non-voting member position on the board. This had originally been created to focus on those agencies who don't have a seat on the board, and contract out their services. Since that seat has been in place, more than half of the time there had been no representative filling that position. 3) relates to some needed language cleanup. Attorney Jordan Stephens has reviewed and approved the changes. If the board approves today, the notification and redlined changes to be sent out to all the member agencies. Every legislative body will need to take action on this change in order for it to take effect in June. Ms. Stephens added	

	that city and agency attorneys can direct any questions to her. <i>Chief Ryan Lundquist moved to support the ILA changes proposed. Assistant Chief Jim Lawless seconded the motion and it was approved unanimously.</i>	Motion passed
5. New Business	A. Caucus Updates. Director Mills report that caucuses met earlier in the month and selected board members to serve for the next two years. B. Agency Elections: Per the Interlocal Agreement, a President, Vice-President, Secretary and Treasurer need to be elected among board members and senior staff. Director Mills reported that Chief Dave DeMarco is happy to continue serving as Vice-President. <i>i. Chief Beazizo moved to nominate Mayor Jon Nehring as President. Councilmember Altamirano-Crosby seconded the nomination. There were no other nominations. Mayor Nehring was elected to serve as President.</i> <i>ii. Chief Beazizo moved to nominate Chief Dave DeMarco as Vice President. Assistant Chief Lawless seconded the nomination. There were no other nominations. Chief DeMarco was elected to serve as Vice-President.</i> <i>iii. Chief Beazizo moved to nominate Deputy Director Terry Peterson as Secretary. Commissioner Michael Fearnough seconded the nomination. There were no other nominations. Deputy Director Terry Peterson was elected to serve as Secretary.</i> <i>iv. Chief Beazizo moved to nominate Finance Director Wade Anderson as Treasurer. Chief Glen Albright seconded the nomination. There were no other nominations. Finance Director Wade Anderson was elected to serve as Treasurer.</i> D. Microwave Overlay to Future Facility. Director Mills introduced this item and explained that the next two action items are focused on the network connectivity that SNO911 and their member agencies all use to connect to the center. Efforts are underway to ensure that as systems are moved over to the new building there is no disruptions in service and the new system is very resilient, with multiple redundancies and without a single point of failure. Radio Systems Team Manager Howard Tucker fully explained the purpose of the proposed action. All phases of the project were detailed in the Action Proposal Form that was included in the board meeting packet. <i>Chief Beazizo moved to authorize the execution of the contract and any future change orders to complete the work identified in Phase 1, with a not-to-exceed amount of \$1,350,000, including sales tax and approximately 100% contingency, and to authorize acceptance of used radio consoles from the City of Seattle. The motion was seconded by Chief Albright and approved unanimously.</i>	Mayor Jon Nering as President Chief Dave DeMarco as Vice President Deputy Director Terry Peterson as Secretary Finance Director Wade Anderson as Treasurer Motion passed

	email the Executive Director or inform the board at the next meeting. C. EMS Joint Task Force. Commissioner Roy Waugh reported that they are progressing well and continue to examine and compare current status with projected future, as well as working on determining joint projects that will serve every district in the county rather than just single districts. D. County EESCS Committee (formerly County E911 Office). No meeting. E. County ECSF Program Advisory Board. Director Mills reported that the next meeting is scheduled for April 24. He plans to bring the RRP budget for 2025-2026 to the board next month.	
8. Good of the Order	None.	
9. Adjourned	The meeting was adjourned at 9:17 a.m. The next regular meeting is scheduled for May 16, at 8:30 a.m. via Zoom.	



Action Proposal Form

Date: May 8, 2024

Title: Revision of Personnel Administrative Manual
Policy #6.10 – Paid Family Medical Leave (PFML)

Background / Purpose:

The presented policy is being fully revised in order to capture regulatory and process updates. Since there were substantial edits made to the language, SNO911 is proposing to eliminate the prior version of PAM 6.10 and replace it with the new version (instead of presenting tracked changes).

The most significant change that will impact staff is the new requirement to submit copies of the weekly time sheets that employees must complete when applying for and receiving PFML payments from the state. In the past, our policy did not include this requirement, which created obstacles in tracking the benefit and assisting employees and staff with questions. Upon Board approval, the changes described will be communicated to all SNO911 staff by the Human Resource Department.

Suggested Action/Recommendation:

Staff recommend this action be moved to the Board's Consent Agenda.

SNOHOMISH COUNTY 911
Personnel Administrative Manual POLICY
#6.10

PAID FAMILY AND MEDICAL LEAVE (PFML)

Issued 5/21/2020
Revised 3/17/2022

Reference: Paid Family and Medical Leave (PFML)

Introduction

Paid Family and Medical Leave (PFML) is a statewide insurance program that provides almost every Washington employee with paid time off if one of the following events occur:

1. Welcome a new child into your family (through birth, adoption, or foster placement)
2. Experience a serious illness or injury
3. Need to care for a seriously ill or injured qualifying family member (RCW 50A.05.010 defines a "family member" as a child, grandchild, grandparent, parent, sibling, spouse of an employee, and individuals who regularly reside within the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.
4. Need time to prepare for a family member's pre-and-post military deployment activities, as well as childcare issues related to a family member's military deployment. Contact the Washington State Employment Security Department (ESD) to learn more about PFML for military families.

Paid Family and Medical Leave (PFML)

The purpose of PFML is to provide the employee with a leave accommodation and partial wage replacement if the employee experiences a qualifying event. PFML is funded through premiums paid by both employees and employers.

I. Eligibility:

- a. State law and the ESD determine whether an employee is experiencing a qualifying event (as described in the Introduction section above) that renders the employee eligible for PFML and, if so, what the amount of the partial wage replacement benefit will be. More information about employee benefits under the PFML program can be found by visiting www.paidleave.wa.gov.

II. Entitlements:

- a. The program allows employees to take up to 12 weeks of paid leave, as needed. If an employee faces multiple events in a year, the employee might be eligible to receive up to 16 weeks of paid leave. If an employee experiences a serious health condition during pregnancy that results in incapacity, the employee may be eligible to receive up to 18 weeks of paid leave.
- b. PFML eligibility, entitlements, and partial pay calculations are subject to be changed by WA State Employment Security Department any time.

III. Usage and Designation

- a. Eligibility criteria and usage guidelines are determined by ESD.
- b. PFML must be taken concurrently with FMLA and Pregnancy Disability Leave when applicable.
- c. PTO may not be used to supplement any paid benefit earned through ESD for PFML.

IV. Benefits

- a. Snohomish County 911 will maintain an employee's group healthcare benefits during PFML. The employee is responsible for self-paying the employee portion of monthly benefit premiums while on PFML (if enrolled). Payroll deductions will cease immediately when unpaid leave begins.
 - i. An employee has the option to submit payment for the employee portion of benefit premiums in full by the 5th of each month, or
 - ii. An employee has the option to submit ½ of the employee portion of benefit premiums by the 5th of the month, and the second ½ by the 20th.
- b. If the employee portion of premiums have not been paid as outlined above, your group healthcare coverage may be cancelled, provided we notify you in writing at least 7 days prior to the lapse date of your coverage.
 - i. If group healthcare coverage is cancelled, it will not be reinstated until the first of the month following the employee's return to work date. If the employee has obtained alternate healthcare coverage elsewhere, and does not wish for reinstatement of SNO911 benefits upon return to work, advanced written notice must be submitted to HR.
- c. Employees taking PFML are considered to be in unpaid status through SNO911 and are therefore not eligible to:
 - i. Accrue PTO
 - ii. Receive holiday PTO
 - iii. Receive employer contributions to PERS or a deferred compensation plan

V. Employee Responsibilities and Protections

- a. Employees will apply for PFML by visiting www.paidleave.wa.gov.
 - i. The SNO911 Leave Application Packet should also still be completed and returned to HR when FMLA or Pregnancy Disability Leave is applicable.
- b. For foreseeable absences, employees shall provide a minimum of 30-days' advanced written notice to HR confirming their intent to apply for PFML.
 - i. If the necessity for leave is foreseeable based on planned medical treatment, the employee must also make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.
- c. For unforeseeable absences, employees must provide written notice to HR, as soon as practicable, but no later than the end of the pay period in which the leave began, to notify the employer of the intent to apply for PFML.
 - i. If the required written notice is not given to the employer **before** the close of the pay period in which leave began, paid time off (PTO) may be applied to an employee's absences. Except in extraordinary circumstances, SNO911 will not reverse any PTO paid to an employee as a result of delayed notice being provided.
- d. Employees may choose to apply paid time off (PTO) only to the PFML "waiting week" specified by ESD, so long as the employee has PTO accrued/available, and the written request for PTO was submitted to SNO911 HR prior to the close of the pay period in which leave started.
 - i. If the request is not submitted within the specified timeframe above, leave will be unpaid starting with the date of the first related absence.
- e. SNO911 may require an employee on PFML to check-in periodically and provide a general update on the employee's status and the intention to return to work.
- f. If the leave is for the employee's own serious health condition, SNO911 may require a certification from the employee's healthcare provider stating you are medically-cleared to return to work.
- g. If you return from PFML, and you meet certain requirements of the PFML Act, you will be restored to the same or equivalent job. This protection may not apply if you are among the highest paid 10% of the agency's employees.
- h. Except as described elsewhere in this policy, you will not lose any employment benefits you accrued before the date your PFML began.
- i. SNO911 is prohibited from discriminating or retaliating against you for requesting or taking PFML, opposing any practice that is unlawful under the PFML Act (RCW 50A), filing a complaint related to the PFML Act, or giving information or testifying in an inquiry or proceeding relating to the PFML Act.

VI. Collective Bargaining Agreement

- a. The Paid Family and Medical Leave law does not require any party to a collective bargaining agreement (CBA) in existence on 10/19/2017 to reopen negotiations of the agreement, or to apply.

VII. Appeal Process

- a. Snohomish County 911 may appeal any employee's application for PFML, or the approval or denial of the application.
- b. If an employee's PFML application is initially denied by ESD, the employee may have the right to appeal the determination.
 - i. Immediately upon receipt of the initial application denial, SNO911 will convert the employee's leave to paid time off (PTO), if accrued/available. If ESD later approves an appeal, SNO911 will only convert the employee back to unpaid time (for the PFML time taken) upon written request from the employee (submitted to HR) no later than 15 calendar days following the appeal approval notice date. Otherwise, the leave will remain converted to paid time off (if accrued/available) and the employee will be responsible for reporting those wages to ESD.

SNOHOMISH COUNTY 911

Personnel Administrative Manual POLICY #6.10

WASHINGTON PAID FAMILY MEDICAL LEAVE PROGRAM

Issued 5/21/2020

Revised

I. Introduction

Washington's Paid Family and Medical Leave (PFML) program, as administered by Washington's Employment Security Department (ESD), provides paid leave benefits and job protections to eligible employees who need leave for approved family and medical reasons. This policy provides a summary of the PFML program. Employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, Snohomish County 911 will administer this benefit program consistent with applicable statutes and regulations.

II. Payroll Deductions

The PFML program is funded through premiums collected by ESD. The premium rate is established by law and is subject to annual change. Through a payroll deduction, employees shall pay the full portion of the PFML premium that is authorized by law. In the future, should ESD modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, Snohomish County 911 will modify payroll practices to reflect those statutory changes. Exceptions exist only where expressly stated in an applicable collective bargaining agreement.

III. Eligibility

Employees may be eligible for PFML monetary benefits and job protections when taking leave for covered family and medical reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim (the qualifying period).

Job Protection: In order to be eligible for job protection under PFML, an employee must have worked for Snohomish County 911 for at least 12 months and have worked 1,250 hours in the last year. In addition, employees may be eligible for job protections under other Agency policies.

An employee is ineligible for PFML benefits during any period of suspension from employment, such as a layoff or unpaid leave, or when the employee receives wages or profits from an outside source (for example, authorized outside employment or L&I time-loss compensation).

IV. Leave Entitlement

Eligible employees may be entitled to receive PFML benefits for up to 12 weeks when taking medical or family leave, or for a combined total of 16 weeks of family and medical leave per claim year, or up to a maximum of 18 weeks in the event an employee's leave involves incapacity due to pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML benefits may be available in connection with leave taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time-loss benefits under the workers' compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight (8) consecutive hours of leave in a week for which benefits are sought.

V. PFML Application Process

An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

1. Application Notification Requirements

An employee applying for PFML benefits must provide written notice to Snohomish County 911 Human Resources. If the need for leave is foreseeable, notice must be given at least

30 days in advance of the leave. For unforeseeable leave, including emergencies, notice must be given as soon as possible under the circumstances. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to Snohomish County 911, ESD may temporarily deny PFML benefits. After receiving the employee's notice of the need for leave and PFML benefits, Human Resources will advise the employee whether the employee is eligible for job protection under this policy.

Employees must provide proof of PFML application submission within 15 calendar days after leave begins in order to avoid PTO being applied retroactively.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt Snohomish County 911's daily operations. If taking leave intermittently, an employee must notify the agency each time PFML leave is taken so that Human Resources may properly track leave usage.

2. Weekly Notification Requirements

After an employee is approved by ESD for PFML benefits, the employee must promptly provide Human Resources with a copy of the employee's weekly PFML claim and weekly approval paperwork (no later than 5 business days). The employee has a continuing notification requirement, and must notify Human Resources in each instance in which the employee applies and is approved for PFML benefits through ESD.

3. PFML Monetary Benefits

If ESD approves a claim for PFML benefits, partial wage replacement benefits will be paid by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to maximum amounts established annually by law. With limited exceptions, PFML benefits are subject to waiting periods, up to a maximum of seven (7) days. When applicable, the waiting period begins on the Sunday of the week in which PFML leave is first taken. During the waiting period, no monetary benefits are paid by ESD. Employees may use available accrued leave to cover any absences during the waiting period by submitting a PTO request form to SNO911 Human Resources prior to the end of the applicable pay period. Outside of the waiting period, however, paid leave accruals (vacation, sick, floating holidays, and executive leave) are not supplemental to monetary PFML benefits provided by ESD. Thus, although an employee may elect to use such accrued leave during a PFML-covered absence, the employee's receipt of accrued leave from Snohomish County 911 must be reported to ESD as part of the PFML claims process and will result in a reduced weekly PFML benefit. Failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

VI. Coordination with Other Benefit Programs

When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of the agency's other policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to Snohomish County 911 policy and subject to any FMLA or other legal requirements requiring continuation of coverage. PFML must be taken concurrently with FMLA and Pregnancy Disability Leave when applicable.

Snohomish County 911 will maintain an employee's group healthcare benefits during PFML. The employee is responsible for self-paying the employee portion of monthly benefit premiums while on PFML (if enrolled). Payroll deductions for all medical/dental/vision benefits will cease immediately when unpaid leave begins. The employee has the option to submit payment for the employee portion of benefit premiums in full by the 7th of each month, or to submit ½ of the employee portion of benefit premiums by the 7th of the month, and the second half by the 22nd.

If the employee portion of premiums have not been paid, group healthcare coverage may be cancelled upon notification in writing, at least seven (7) days prior to the lapse of coverage. If group healthcare coverage is cancelled, it will not be reinstated until the first of the month following the employee's return to work. If the employee has obtained alternate healthcare coverage elsewhere, and does not wish for reinstatement of Snohomish County 911 benefits upon return to work, advanced written notice must be submitted to Human Resources.

Employees taking PFML are considered to be in unpaid status through Snohomish County 911 and are therefore not eligible to accrue Paid Time Off (PTO), receive holiday pay or PTO, PERS contributions, or to receive employer contributions to a deferred compensation plan.

VII. Return to Work

Upon the conclusion of PFML leave, Snohomish County 911 may require a return-to-work certification from a healthcare provider before restoring the employee to work. Such certification, when requested, is applicable only when the employee has taken PFML leave for the employee's own serious health condition. Any other requests for medical certification will be made in accordance with the ADA. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the agency as soon as possible.

Employees should contact Human Resources to obtain further information and forms relating to PFML leave requests.



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: April 8, 2024
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). The SNO911 Board has reviewed a draft of the changes and are requesting your approval by May 31, 2024. The type of amendments being made require every SNO911 Principal Member to approve through their legislative body, unless this authority has been delegated within your individual jurisdiction.

The recommended changes are focused in **Exhibit A – Process for Selecting Governing Board Members and Alternates**. The existing ILA divides the 10 Police Agency Board Seats by simple population. The SNO911 Board is recommending this be modified to more closely follow the assessment formula, by dividing the Police Board Seats by pro rata share of the Admin/Technology Cost Center; which is essentially a reflection of the core components of the SNO911 Assessment Formula. The Assessment Formula allocates costs by formulaically using 54% on Calls For Service (Activity), 23% on jurisdiction population, and 23% jurisdiction assessed value. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency.

The second recommend change is the elimination of the single non-voting board seat. This was designed to provide a non-voting board seat for single-service providers (an agency who provides only fire or police, but not both) or an associate member (an agency who contracts both police and fire services to another provider(s)). The experience since SNO911 went into live operations in 2017 is that this seat has only been filled approximately half of the time and often the representative does not actively participate. All members are welcome to attend and participate in any SNO911 Board Meeting or Committee without this additional designation.

Finally, there are two additional non-substantive additional changes, [Exhibit A, Step 3, viii]: more closely aligns with how caucus voting has been managed post-pandemic where caucusing has been done remotely. [Exhibit B]: Eliminates the term “Wireless Technology” which is no longer a department at SNO911 and is fully merged within the Technology department.

A copy of the updated ILA, with red-lined revisions, is attached to this memo.

Action is requested by your legislative body to approve the changes by May 31, 2024.

If you would like to provide comment to the Board we welcome your participation. This item is on the agenda for discussion at the Regular Board Meeting May 16, 2022 at 0830 via the Zoom link below. The SNO911 Board Meets Monthly on the third-Thursdays of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

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

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 615-0714.

Informational Timeline:

- April 18th: SNO911 Board approves ILA changes for consideration by all principal legislative bodies and notice is sent electronically.
- May 16th: Principal Member Agencies have opportunity to discuss at regular SNO911 Board Meeting. Principals may attend in person or email inquiries to SNO911 Secretary.
- May 31st: Principals deadline for Approval/Rejection of changes
- June 20th: SNO911 Board to consider ratification of ILA changes

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

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, XXX XX, 2024**

TABLE OF CONTENTS

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

EXHIBITS AND APPENDICES

Exhibit A	Process for Selecting Governing Board Members and Alternates	A-1
Exhibit B	Principal Assessment Formula	B-1
	Appendix B-1 Definition of “Calls for Service”	B-1-1
Exhibit C	Principals and Associate Agencies of Snohomish County 911	C-1

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

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of ~~April 21, 2022~~June 20, 2024.

RECITALS

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

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

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

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; ~~and~~ August 20, 2020; and April 21, 2022;

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

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

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

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

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

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

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

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

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

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

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

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

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

ii. The separate existence of SERS ceased.

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

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

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

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

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

viii. This Agreement shall govern the Snohomish County 911.

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

SECTION 2. TERM OF AGREEMENT.

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

SECTION 3. DEFINITIONS.

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

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

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

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

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

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

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

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

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

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

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

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

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

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

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

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

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

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

equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

oo. State. “State” means the state of Washington.

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

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

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

ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies.

User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

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

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided

by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

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

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

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

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

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

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

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

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

l. Approve strategic plans;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

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

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

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective

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

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

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

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

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

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

- i. Amendment to the Principals' Assessment formula(s);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

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

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

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

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

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

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

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

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

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

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

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

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

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

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

SECTION 9. EXECUTIVE DIRECTOR.

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

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

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

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

SECTION 10. PERSONNEL POLICY

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

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

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

- i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;
- ii. Priority 2: other public agencies with emergency response duties; and
- iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County. **SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

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

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

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing

Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

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

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

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

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

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are

on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

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

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

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

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

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

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

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

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

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

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

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

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

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

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

SECTION 16. INVENTORY AND PROPERTY.

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

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment

or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

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

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

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

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

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

SECTION 18. AMENDMENT OF AGREEMENT.

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

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.

- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

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

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

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

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

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

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

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

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those

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

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

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

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

SECTION 21. DISPUTE RESOLUTION.

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

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

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

this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

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

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

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

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

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

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

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

SECTION 24. INTERGOVERNMENTAL COOPERATION.

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

SECTION 25. NOTICE.

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

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

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

SECTION 26. COMPLIANCE WITH LAWS.

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

SECTION 27. VENUE.

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

SECTION 28. NO THIRD PARTY BENEFICIARIES.

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

SECTION 29. SEVERABILITY.

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

SECTION 30. RATIFICATION.

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

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

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

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

This Agreement shall be deemed adopted and effective as of ~~April 21 XXXX XX, 2022~~ June 20, 2024, and as of such date, this Agreement shall control the operations and governance

of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

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

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

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

~~Governing Board Members shall be selected as soon as practicable, not no later than sixty (60) days following the ratification of changes to Exhibit A, through the process described below. Initial terms for Board Members shall run through 2026 and Beginning beginning in 20222026,~~ Governing Board Members are selected every two (2) years in April, through the process described below.

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

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

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

- a. Rank each Police Agency by ~~Population Served~~the pro rata share of the Administration and Technology Cost Center for each Police Agency from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of ~~Population Served~~pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on ~~Population Served~~pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:

- i. ~~No~~ Police Agency shall be divided into two caucuses.
- ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the ~~population target~~pro rata share target to the extent necessary to completely include the ~~target population~~pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

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

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

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.

- ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
- iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

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

e.b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

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

Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

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

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

1 Caucus	1 non-voting Board Member
---------------------	--------------------------------------

Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

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

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

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve

the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

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

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

Description of the formula to derive Assessments for individual Principals.

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

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

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

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

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

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

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

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

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

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

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

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

- **Police Agency Principal Assessments:**

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

- **Fire Agency Principal Assessments:**

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

- **Shared Cost Allocation Calculation:**

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Labor Costs are direct costs of salary and benefits.

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

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

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

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

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

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

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

Appendix B-1

Definition of “Calls for Service”

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

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

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

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

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

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

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

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

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

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

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

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN



Nurse Navigation Program Update

May 1, 2024



Program Goal

The Nurse Navigation program is intended to provide alternative care options for low acuity 911 callers with non-emergency injuries or illnesses, more closely aligned with the individual needs of the patient. Every minute an Emergency Medical Services (EMS) crew is out with a low acuity patient they are unavailable for more acute emergencies. Emergency Departments (ED) can also be busy, with 60% of patients spending

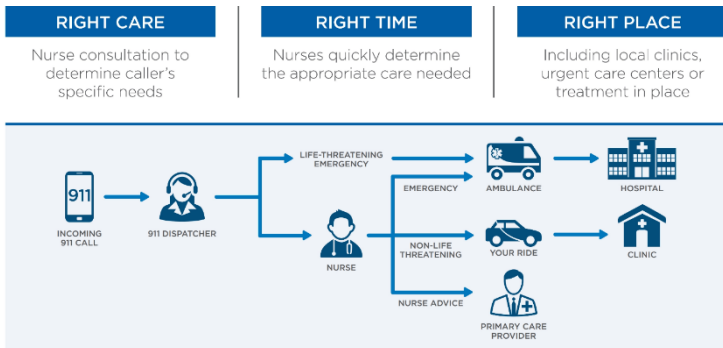


Figure 1: Graphical description of how calls are routed through the Nurse Navigation system including alternative care options.

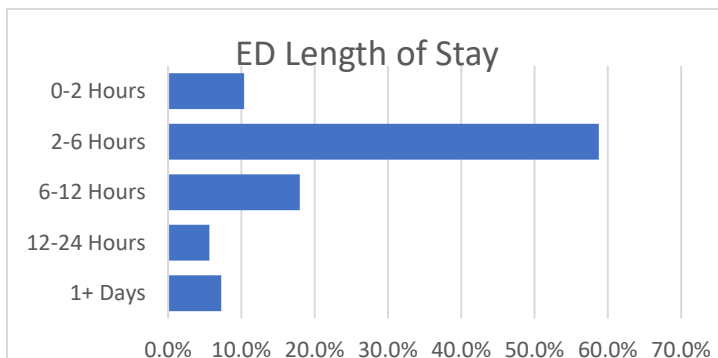


Figure 2: Emergency Department total length of stay for all reported calls/priorities across all EDs, Jan-May 2024.

2-6 hours waiting or receiving care. *For the first time, patients have **care options** other than simply an ambulance ride to an ED.* Hospital “wall” times and patient wait times are increasing; and this program is one of many that help provide relief to the overall emergency system while meeting the medical needs of the patient. **The program launched on January 16, 2024.**

Program Usage

Jan 16 – Apr 30: 1,786 Calls Triage by a Nurse

319	Patients provided no-cost, self-care instructions; allowing patient to stay at home, typically with follow-up with primary care physician
21	Patients referred to urgent care clinic; avoiding an ambulance trip to the ER, including routing uninsured patients to Community Health Centers
40	Patients referred to Mobile Urgent Care - Dispatch Health; who are able to treat a variety of conditions at the patient's home
25	Patients connected with virtual care physician; typically with follow-up with primary care physician

403 Patients avoided ER

59 No-Cost “Lyft” Rideshares Provided

Uninsured patients referred to CHC – insurance enrollment

Program Challenges

All programs of this complexity face implementation challenges. Snohomish County has a diverse population with multiple service delivery models, each with unique public expectations. This program juxtaposes finite resources (apparatus, staffing, ED capacity) with patient care across 22 fire departments of wildly different sizes. **The program challenges long-held beliefs of what quality patient care means, and requires a paradigm shift for agencies and providers.** A couple of examples include working with a low acuity patient to schedule a rideshare to a clinic, or scheduling dispatch health in lieu of an ED visit.

- **ALS/BLS “Hand Backs” are greater than desired** – Basic Life Support (BLS) and Advanced Life Support (ALS) calls that are triaged by the Nurse, but still need BLS or ALS to respond, occur more frequently than desired. Changes have been implemented in the system to help reduce the hand back rate, including the removal of Abdominal Pain calls. Comparing April to previous months has shown a reduction of approx. 50% in ALS hand backs, and 5% decrease in BLS hand backs.

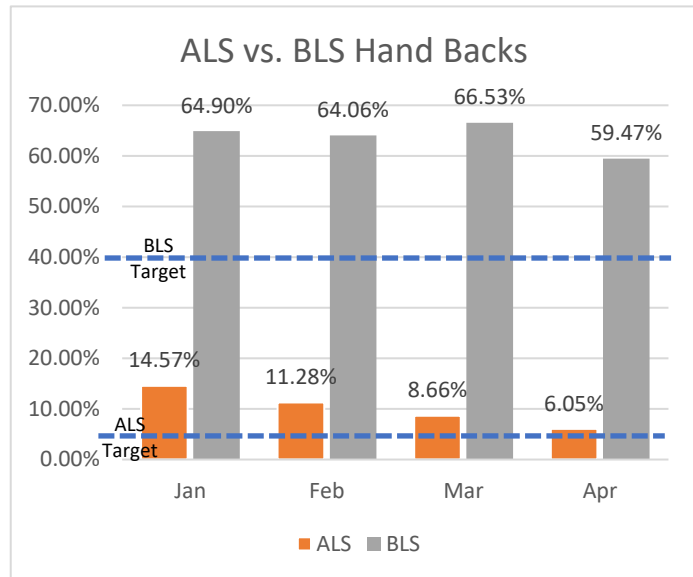


Figure 3: ALS vs. BLS hand backs Jan-Apr 2024 from the Nurse Navigation program with targets shown in dashed lines; 3% ALS target, 40% BLS target.

- **Fire Agency adoption** – Some agencies haven’t embraced the program and have self-opted out. From the SNO911 and Nurse Program perspective, there is no simple way to allow individual agencies or jurisdictions to not participate in the Nurse Navigation system. Agencies have decided to continue to respond and at times are arriving on scene during an active nurse triage. This can give an impression of a disjointed response, and is an area to improve upon. Continuity of care can be improved by connecting the EMS crew with the nurse to relay relevant patient information and empower the patient to decide whether to continue with NN or transfer care to EMS. SNO911 will continue to advocate for an enhanced procedure for these scenarios.
- **Rapid Dispatch Results in More Wheel Turns** – Many Fire Agencies have elected to be dispatched as quickly as possible. As soon as a SNO911 call taker creates a generic EMS call with a verified location, units are dispatched. Additional time is needed to triage the patient through the Medical Priority Dispatch System (MPDS) to completion, and even more time if the patient is transferred to the Nurse Navigation program. Some of these calls will be successfully navigated but approximately 65% will return to SNO911 for ALS/BLS dispatch. A byproduct of rapid dispatch is a higher cancellation rate in general, and the nature of the expected 40% NN hand-backs, this is likely to be the norm going forward.
- **Public education** – During the program’s implementation, there was a strong countywide campaign which reached the public through social media, online news, and even live broadcast television news. Continuous education is needed to reshape public expectations around responses to 911 calls. Sending an EMS crew, in many cases with a fully loaded fire engine, across town for a patient with week-old knee pain may not be the best patient care across our system.
- **Patient experience** – Upon review of how the system works, there are improvements to be gained in the handoff between SNO911 and the Nurse Navigation program. This could be greatly improved

through a CAD to CAD between the SNO911 Tyler CAD and the Nurse Navigation Logis CAD system. Such an interface would greatly reduce the need for the caller and/or patient to repeat information such as address, date of birth, telephone number, etc. An interface of this nature carries a high price that we feel is worth the investment, once we have high certainty the program will continue.

Program Feedback

Surveys Initiated	471
Surveys Completed	169 (35.9%)
Average Score (Scale of 1 to 5)	4.9
Number of cases with score less than 3	2

Incorporated into the system, the nurses will call each patient that was successfully navigated (routed to resources outside the 911 system) the next day to ensure they received the care they needed as well as to conduct a patient survey. Volume and score information is to the left and a sampling of feedback received is below.

Is there any other feedback you would like to provide about your experiences?

"It was a Godsend! So helpful."

Patient had a laceration in her mouth from a previous fall. Offered urgent care, but chose Dispatch Health (at home visit).

"Everything was really good."

Patient has history of high blood pressure, well controlled with medications. A same day appointment was made with Dispatch Health (at home visit).

"The transition was really good and service was good."

Patient experiencing knee pain for multiple days and decided Dispatch Health was her preferred option.

Rate the ease of using the transportation (Lyft) provided to the hospital:

"Transportation was good."

Patient experiencing allergy related eye pain, photosensitivity, and changes in vision. Was transported via a no-cost Lyft rideshare.

How satisfied are you with the amount of time you spent on the phone with a nurse?

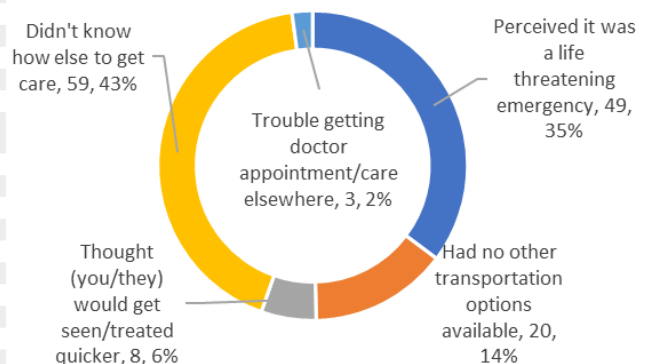
"Did a great job."

This patient was seen two hours earlier and cleared of a stroke. She was experiencing anxiety and was able to feel better after speaking with the nurse.

Survey Question Breakout

Survey Categories / Question(s)	Avg Score
Adequate Time	4.9
How satisfied are you with amount of time you spent in clinic?	4.8
How satisfied are you with the amount of time you spent being treated by the provider?	5.0
Care	4.8
How satisfied are you with the care that you got from the doctor or nurse who treated you?	4.5
How satisfied are you with the care that you got from the provider who treated you?	5.0
Communication	4.9
How satisfied are you with the amount of time you spent on phone with nurse?	4.9
How satisfied are you with the care that you got from the person you talked to on the phone?	4.9
When you called 911, you spoke with a nurse on the phone about your medical problem. How satisfied are you with the nurse you spoke with?	4.6
Reception	4.9
How satisfied are you with the amount of time it took for you to meet with the provider?	5.0
How satisfied are you with the amount of time you spent waiting to see a doctor or nurse?	4.8
Technology	4.9
How satisfied are you with ease of technology with visit?	4.9
Transportation	4.9
How satisfied are you with the amount of time you spent waiting to the provider?	4.9
How satisfied are you with the transportation you used to get to the place where you were treated?	5.0
Wait Times	5.0
How difficult was it for you to get a ride back from the place where you were treated?	5.0

Which of these statements best describes why you accessed 9-1-1?



Herald/Net

EVERETT, WASHINGTON

Local news Sports Food & Drink Life Business Opinion Obituaries Classifieds Jobs Marketplace
All sections

In Everett hospital limbo: 'You're left in the dark, unless you scream'

John Wightman wants to walk again. Rehab facilities denied him. On any given day at Providence, up to 100 people are stuck in hospital beds.

By [Sydneyjackson](#)

Saturday, May 11, 2024 6:30am [loeiag](#) EVERETT

EVERETT — When John Wightman woke up from emergency spinal cord surgery last November, he couldn't move his arms or legs. He breathed through a tube.

About a week earlier, Wightman's daughter had found him collapsed and hallucinating on the floor of his Marysville home. Kristen Velez carried her 64-year-old father to the car and drove him to Providence Regional Medical Center Everett.

At first, doctors blamed a kidney infection. Then it was a blood infection and sepsis. Specialists found severe arthritis and an infected spinal cord. Doctors also mentioned signs of a stroke.

"We still don't really know what happened," Velez said.

By Dec. 13, doctors said Wightman was medically stable and could transfer to a skilled nursing facility. With enough rehabilitation, he may be able to feed himself, or even walk again.

Providence case workers submitted Wightman's application to every rehab facility in the state. None would take him. And he couldn't leave the hospital on his own.

So, more than four months later, Wightman still laid in a hospital bed.

"I've been here a long time," he said in April.

Most patients stay at the hospital for a few hours, maybe a few days. Some, like Wightman, have long-term needs the hospital must address through discharge planning before they can leave. Lack of insurance or citizenship documents, as well as other complex care needs, can slow the process. Those who need to transfer to another facility often face long waitlists and high barriers.

On any given day at the Everett hospital, up to 100 people are in Wightman's situation: stuck in the hospital for months, or even years. Meanwhile, a state program meant to help is behind schedule.

'So completely stressful'

After surgery, Wightman depended on a breathing tube for weeks. He couldn't get out of bed, go to the bathroom or feed himself. But nurses were often too busy to come when he pushed the call button, he said.

"Someone in his condition who can't scratch his own nose, it's not enough for someone to check on him every couple of hours," Velez said.

Providence Everett has one of the busiest emergency departments in the state. The hospital's 600 beds are often full, or some are unavailable because of a nurse staffing crisis. Most hospital staff are trained to provide urgent care, but don't have the skills or time to care for patients with long-term needs.

Some days, Wightman resorted to yelling for help. And when nurses did come, he felt like a burden.

"When you have someone shoving food in your face and not saying a word," he said, breaking down in tears, "it's really hard."

Wightman's family brushed his teeth, trimmed his hair and clipped his toenails. Nurses gave him sponge baths a couple times a week.

"From what I'm aware, that man hasn't had a real shower in four months," said Jojo Lynch, Velez's mother. "If it weren't for us coming in and taking care of him, I don't even know what kind of shape he would be in."

Lynch flew up from her home in Arizona several times to help Wightman and the rest of the family.

"It's not only a toll on the patient," she said. "It's so completely stressful for the families."

Since the hospital is overflowing, staff are constantly moving patients from room to room across multiple floors so they can fit new check-ins. Hospital staff moved Wightman at least nine times.

"Time and time again, I've walked into an empty hospital room that's been cleaned and thought that my father died that day," Velez said.

Wightman's family could scout rehab facilities and talk with hospital staff, but the rest was up to Providence. And each time Wightman found himself in a new room, a new worker took on his case.

The hospital has about 20 case managers each working with 20 to 32 patients at a time, said Catherine Ambrose, senior director of care management at Providence Everett and Swedish Edmonds. The sixth

and seventh floors in the A wing are reserved for long-stay patients, like Wightman. Workers there have heavier caseloads and visit patients once or twice a week.

"Patients and families coming from higher acuity settings may notice a shift in type of services they receive compared to what they had become accustomed to," Providence said in a statement.

Velez said she wouldn't hear from case workers for days or weeks, despite multiple phone calls and voicemails.

"When you meet the social workers, they come across as very nice," Lynch said. "But after that, forget it. You're left in the dark, unless you scream."

The hospital's care management team is in constant communication, Ambrose said, but she noted those conversations don't always include patients and their families. Caseworkers are supposed to provide daily written updates for each case for the next worker who takes over. But Ambrose acknowledged there could be "gaps in handoff."

'What on Earth is happening here?'

An ever-changing room, care team and meal schedule made it almost impossible for Wightman to hold onto a sense of normalcy. And cracks in Wightman's care made the family question his safety.

Once, Velez filed a safety complaint after walking into a new room on the sixth floor in the hospital's A wing.

"Imagine a dungeon. Wet, dark, nasty," she said. "I literally lost it when I went in there."

At the time, a nurse was feeding Wightman a hamburger and a drink with a straw, Velez said. Doctors had him on a no-straw, soft-chew diet to prevent silent aspiration or pneumonia. In this room, Wightman no longer had a soft-touch call button that was compatible with his mobility, Velez said, or a lift to get out of bed for physical therapy.

"I immediately asked to talk to the charge nurse and expressed my concerns," she said. "I was like, 'What on Earth is happening here?'"

Velez said the charge nurse on duty dismissed her complaints.

The next time Velez visited her father, she videotaped on her phone so she would have proof of any more safety concerns. Velez said two nurses ran into the room and "demanded" she give them her phone.

"They tried to call me and my dad a liar," Velez said. "Security was in my face threatening to arrest me, threatening to kick me off of the premises and never be able to come back."

The hospital "promptly addressed" Velez' complaints and moved Wightman to a different room. Providence spokesperson Erika Hermanson wrote in a statement.

"When Mr. Wightman's daughter was observed video recording in his semi-private room — which he shared with another patient under our care — our caregivers, with the support of our security team,

reviewed our recording policy with the patient and his family and respectfully asked that any photos or videos where the privacy of our patients or our caregivers was a concern be deleted," Hermanson said on behalf of the hospital.

‘He could get better’

Velez visited her father nearly every day to help him leave the hospital. She scrambled to find an insurance plan after hospital staff said Wightman wasn't eligible for state insurance. She had trouble navigating the market on her own, and landed on a plan that most facilities reject because of its low reimbursement rates.

Having state insurance helps, said Ambrose, care management director at Providence. But long-term care and rehab facilities still have limited spots. They're often privately owned and have set quotas based on patient needs, insurance plans and gender. They also can be picky based on a patient's care needs, including mobility and behavioral health.

"A facility may have a bed open," Ambrose said, "but when we check, it's a 'female' bed instead of a 'male' bed."

These facilities are often as full as hospitals, facing severe financial strain and staff turnover. Long-term care workers are among the lowest-paid in health care, according to LeadingAge Washington.

But state insurance rates are still behind labor costs, said Lauri St. Ours, spokesperson for the Washington Health Care Association, in an email. Care worker licensing and credential centers are also seeing "tremendous backlogs," she said.

Since December 2019, long-term care facilities in Washington have had to close thousands of beds.

"The unfortunate reality is that when mandatory staffing levels cannot be met, access declines," St. Ours wrote.

At Providence, Wightman had about 45 minutes of physical therapy three times a week.

"That's the only time he gets out of his bed," Lynch said. "They found a wheelchair that he can use with his limited mobility, an electric one. They let him use it one time. And then they said they were going to order us one under insurance. But then they came back and said they couldn't order it until he's discharged."

The family fought to keep Wightman in the hospital's D wing, where they said he had access to a lift to get out of bed and into activity quicker. For someone like Wightman, every second of movement counts for long-term recovery and acceptance into a rehab facility.

"He's showing progress, he could get better," Velez said. "If he could even feed himself or take care of himself for a couple of hours at a time, that's the difference from being able to go home or having to be in an adult home for the rest of his life."

The hospital's chart notes play a huge role in whether a facility will accept a patient. Wightman's family believes misleading chart notes may have cost him a spot.

In one case, Wightman asked to be moved from an uncomfortable metal chair nurses provided as an alternative to his bed. Nurses then noted on his chart: "Patient refused physical therapy." In another case, a physical therapist came into his room while he was waiting for a meal.

"It was either food or physical therapy," Lynch said. "He chose food."

Caseworkers submitted Wightman's application to all 120 skilled nursing facilities in the state, Ambrose said. After weeks of waiting, all programs rejected him. The next step was re-referrals.

Last year, Providence partnered with skilled nursing facility Bethany of the Northwest to staff 60 beds on the hospital's Pacific campus. Hospital staff assured the family that Wightman would be transferred to the program. Lynch said.

But a month went by, and he was denied. Ambrose said the facility requires at least three hours of physical therapy a day, and it could be too much for Wightman.

"He was looking so forward to it," Lynch said. "Emotionally, that man has been through a roller coaster."

'The system is broke' discharge barriers. Last year, the state allocated over \$500 million to help patients like Wightman. Some of the money went toward a new patient discharge task force and a two-year pilot program at Providence Everett and four other hospitals.

The goal of the program, based on a model at Harborview Medical Center in Seattle, is to collect data and determine the need for new legislation and state-funded care services. Harborview's bed readiness program designates some hospital beds and staff to focus solely on patients with But the money runs out next June, and the task force has yet to launch the program. It's been a lot of back and forth with hospitals and state agencies, Ambrose said, but they're in the final stages of a contract. The program should kick off in the next few months, she said.

"The ultimate problem is, there's not enough places for folks to go," said state Sen. June Robinson, of Everett, who co-chairs the Senate Health & Long Term Care Committee. "We've tried to address the issue, but it never seems like it's enough."

In 2022, the state invested over \$91 million in nursing assistant certification sites, discharge planning programs and long-term care facilities. Since then, some hospitals have seen up to 100 more discharges per month, according to the state.

The state also raised insurance reimbursement rates for long-term care facilities, behavioral health providers and hospitals. Lawmakers predicted a \$1 billion revenue jump to help with labor and care costs.

Robinson isn't sure the money is having a significant impact. And issues surrounding patient discharge didn't get much attention in this year's legislative session, she added.

In the meantime, Ambrose said families can scout facilities for their loved ones with an online Medicare comparison tool. Facility workers could also visit patients while reviewing their application.

"This could be anyone's family member," Velez said. "Not only do we have someone sitting in a hospital who we're watching waste away, we can't figure out how to transition them. And we're not having any resources or help."

On April 24, nearly five months after Wightman arrived at Providence, the hospital discharged him. He's now at Everett Transitional Care Services, a care home on Providence's Pacific Campus where his application previously had been denied. His daughter credits the outcome to a Daily Herald reporter's visit with Wightman and hospital leaders. And because his hospital stay reduced his income, Wightman now qualifies for state insurance.

"We haven't done everything perfectly," Ambrose said, misty-eyed. "I'm somebody's daughter. I hear them."

A longtime fisherman, Wightman yearned for independence and the outdoors as he waited for months in his hospital bed. When he was lucky, on a clear day, he caught glimpses of Puget Sound from a seventh-floor window.

"The system is broke," he said through tears. "We need to fix it."

Sydney Jackson: 425-339-3430; sydney.jackson@heraldnet.com; Twitter: [@sydneyajackson](https://twitter.com/sydneyajackson).

HeraldNet

© 2024, Everett Herald + Sound Publishing, Inc. + Black Press Media

[About](#) | [Contact](#) | [Site Map](#) | [Newsletters](#) | [Media Solutions](#) | [Subscribe](#) | [Contests](#) | [Privacy policy](#) | [Terms of Use](#)
[Accessibility](#) | [Social Media](#)

SCFCA-SCEMS-SNO911 EMS Governance Joint Task Force

May 2024 Update
for SCFCA, SCEMS and SNO911 Boards

What's in this update:

- Reminder on who we are, the JTF mission.
- Update on our work to date
- Where we're going from here
- JTF Recommendations on actions to meet baseline EMS System statutory requirements effectively
- Q&A
- Next Steps

EMS Governance Joint Task Force

VOTING MEMBERS / (Representing)	MISSION
Gary Lingel (Small Fire Agency) Don Waller (Medium Agency) Shaughn Maxwell (Large Agency) Joe Hughes (SCEMS/TC Council) Dave DeMarco (SNO911) Roy Waugh (SNO911)	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:
Supported by:	
MPD, Dr. Ryan Keay SCEMS/TC Council Vice Chair Roger Vares SNO911 Staff Terry Peterson + Interim EMS Director Scott Dorsey Facilitator/Consultant Karen Reed	<i>Greater coordination, alignment, and collaboration strengthens individual agencies, countywide systems for fire and EMS service delivery and the development of personnel.</i>

Work Plan / Status

January – May 14

- ✓ Mission Statement, work plan, process, timeline
- ✓ Statement of values and principles
- ✓ Communications Plan
- ✓ EMS system Current state summary
- ✓ Problem statement: challenges and risks
- ✓ Criteria for programs/activities that should be initial focus for consolidation/regionalization
- ✓ List of programs/activities that are a priority for standardization/regionalization
- Review of Host Agency Options
- Host Agency Recommendation
- Review of draft budget placeholder for 2025

In process

Next Steps

Updated work plan:

Phase 3: June - August

- Governance Framework options
- Governance recommendations
- Proposed initial organization structure and services to be provided
- Funding recommendation
- Supporting statement: rationale/value
- General implementation plan

NOTE: JTF plans to present draft 2025 budget recommendation in June, along with “host agency” recommendation.

Full implementation of governance changes expected to occur in first half of 2025. Funding for first-phase EMS system improvements (2-year program) to begin in 2025.

EMS Current System

Key Parties:

Medical Program Director (MPD)

MPD Physician Delegates (*support MPD*)

North Regional Trauma Care Council
(*State created*)

SCEMS TC Council (*optional to create*)

SCEMS Director/Staff (*Support MPD and Local TCC*)

Individual Fire Agencies

Individual EMS Providers

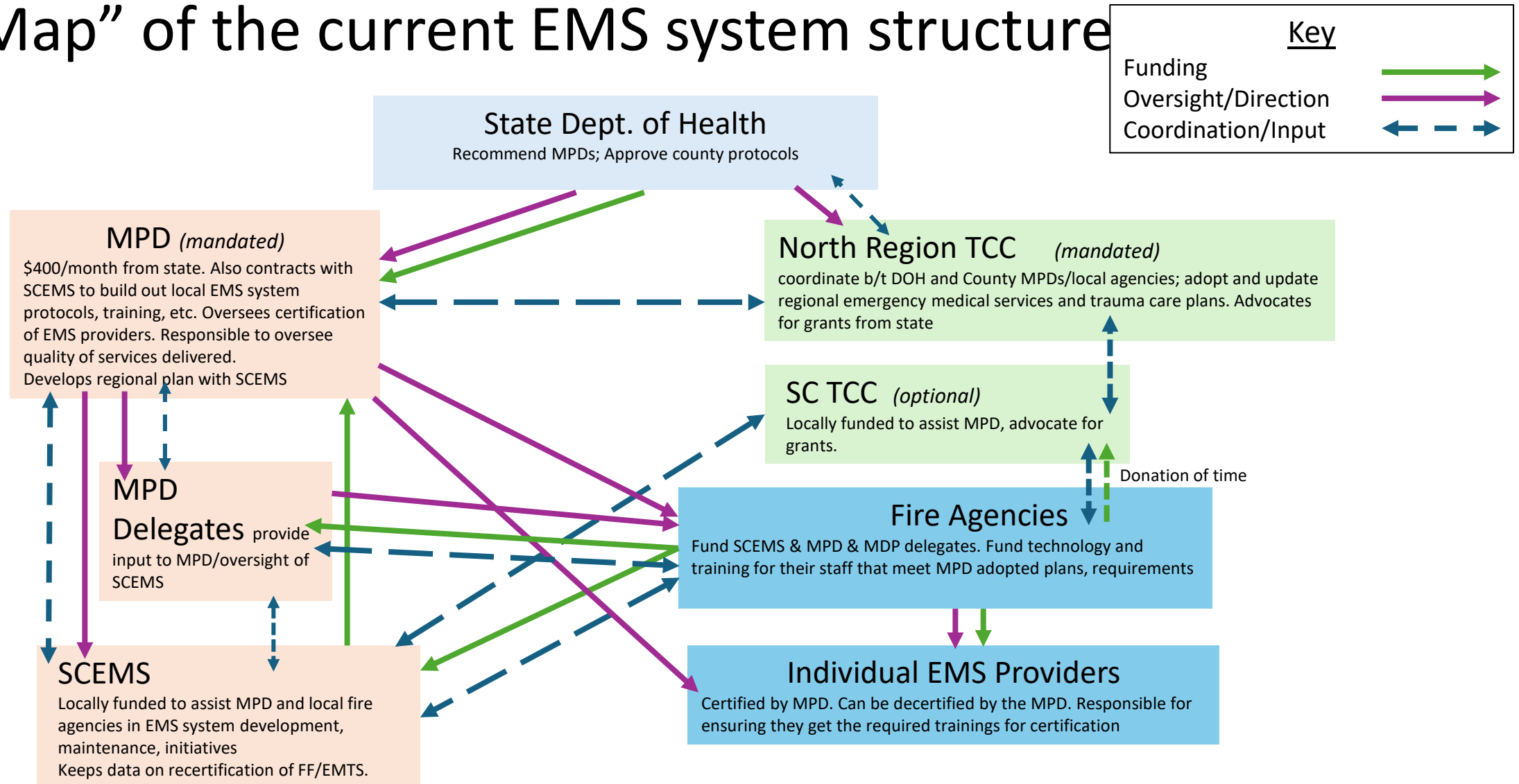
KEY TASKS assigned to MPD by state law, that also engage multiple Parties:

1. Medical Protocols & Orders
2. Training & Evaluation
3. Quality Assurance/Improvement
4. Certifications/Re-Certification
5. Employee Discipline

Roles of the Parties are variously:

- ✓ statutorily required
- ✓ supporting what is required
- ✓ not required but support overall system
- ✓ in conflict (labor contracts v. decertification)

“Map” of the current EMS system structure



New JTF Work Products since April briefing:

1. JTF Recommendation on actions to effectively meet baseline EMS System statutory requirements

Re-cap: Problem Statement Summary: Challenges and Risks with Current EMS System

1. Our EMS system is built off a fire system designed to support smaller, isolated communities. We're now a diverse interdependent urban county.
2. Lack of understanding of the system.
3. EMS practices not aligned or coordinated.
4. Systems not in place to support better alignment or coordination. (reporting, data, QA/QI, QM, training, etc.)
5. Different financial capabilities, different resource deployments.
6. Duplication of effort due to lack of shared systems.

Challenges and Risks, cont'd.

- 7. Difficult to fill out seats on Trauma Care Council as required by state.
- 8. More coordination means giving up some control. More services means more funding.

Risks to public:

- 9. Inconsistent access to ALS.
- 10. Closest unit not always sent.
- 11. Inconsistent patient care can cause problems when different part of system interact.

Challenges and Risks, cont'd.

Risks to Fire/EMS Agencies:

- 12. Legal liability for medical mistakes – agency and personnel.
- 13. Erosion of public trust.
- 14. Employees can lose trust, suffer change fatigue.
- 15. Wasting scarce resources when we duplicate efforts.

The bottom line:

- SCEMS has failed over the last 10+ years because it has been understaffed and underfunded.
- Current staffing and funding does not adequately support the bare minimum to meet basic state requirements.
- Historically, the EMS system has relied upon countless volunteers from members, which has proven ineffective and unsustainable.
- We are asking our MPD and SCEMS staff to work at an unsustainable level to keep the current inadequate system afloat.
- The status quo is not an option.

JTF Recommendations for Action

- JTF has developed a set of action recommendations for the next two-year period, summarized in next 4 slides.
- The recommendations are intended to enable us to competently operate and perform our state mandates in a sustainable way.
- We are working now on a budget estimate for these recommendations. The cost will depend in part on the operating structure we choose (“host agency” discussion introduced below).
- Today, SCEMS has the equivalent of 2.1 FTEs (contracted) plus a contract with the MPD. We estimate 4-7 FTEs plus the MPD contract will be needed to meet these recommendations.

JTF Action Recommendations to Meet State Requirements Effectively in Next 2 years

Protocols and Orders

<i>SCEMS currently</i>	<i>Supports protocol development</i>
Recommend	• Staff time to support protocol development and associated trainings • Require Delegate Physicians to participate at Regional Protocol Committee • Single platform for amending, sharing, managing.

Delegate Physicians

<i>SCEMS currently</i>	<i>No role. Delegate Physicians are currently hired by separate agencies with very different contracts, caseloads, reimbursement; should be reporting to MPD by law</i>
Recommend	• Staff time to support MPD oversight of delegate physicians. • Make contracts, caseload, reimbursement consistent across county • Small agency Delegate Physician • MPD involvement in evaluating/selecting Delegate Physicians. • Agency staff input in evaluation of Delegates Physicians • Require Delegate Physicians to participate at Medical Control Committee • Districted system, central hiring by end of 2 years.

Training and Evaluation of EMS Personnel

<i>SCEMS currently</i>	<i>Provides staff support for MPD approved trainings (calendar, coordination), supports MPD supervision and audits of training; manages/administers MPD approved trainings/certifications for ESE evaluators</i>
Recommend	• Staff time to develop and conduct 4 OTEP training modules annually, selected based on QA/QI inputs • Develop 3-year training plan • Create Paramedic Integration Program (new paramedics) • Agencies required to have staff participate in the new OTEP training modules

QA/QI/QM

<i>SCEMS currently:</i>	<i>Focused on Quality Management (QM), with some Quality Assurance (QA) activities, but lacks the capacity for Quality Improvement (QI). Supports QM documentation. HIPAA compliance concerns with some data that should be used to develop QM</i>
Recommend	• Conduct risk assessment and recommend/implement systems to ensure HIPAA compliance with data needed. (Patient Safety Organization) • Build upon existing QA system to support a tiered QM that is organized countywide, but managed within the departments

Employee Discipline

SCEMS currently *Document management to assist MPD in making decertification recommendations*

Recommend **• Address and coordinate the overlapping responsibility of MPD and individual employers for EMS providers**

Controlled Substances

SCEMS currently: *Document management*

Recommend **• Align Controlled Substance Management policy/procedure with state and federal law.**

ESO System / Electronic Health Records (EHR)

SCEMS currently *SNO911 has ESO Electronic Health Record license and all agencies use it to make their patient care records. However, agencies have different coding of events making it difficult to generate countywide data.*

Recommend **• Ensure consistent use of ESO system across the county, with same configuration so data can be easily tabulated across the county.**

Learning Management System

<i>SCEMS currently</i>	<i>Assists with MPD approval/implementing trainings. No countywide single system/software in use. Agencies deploy trainings with different systems.</i>
Recommend	• Unify content, rather than require single software system. (See additional recommendations above under Training)

Addendum: Mid-Term Priorities to meet State Mandates (3-5 years)

Protocols and Orders	Develop tools to automate protocol development and ensure consistent use
Training & Evaluation	Develop and implement 3-year training program
QA/QI/QM	Develop QI recommendations in concert with MPD, improve QA/QM programs.
Employee Discipline	Implement system for coordinating MPD recommendations and Local Agency labor contracts.
Organizational Sustainability	Identify and implement strategies to improve sustainability of EMS system oversight (e.g., succession planning)

Questions? Comments?

Where should EMS coordination and oversight be housed? – “Host Agency” decision

- SCEMS is the current “host agency” for oversight/coordination of EMS
- JTF is considering 3 general options for host agency (many iterations within each option are possible)

Option A: Restructure SCEMS/ create New Agency, self sufficient

Option B: SCEMS/create New Agency and contract for staff and admin services from partner agency/SNO911

Option C: Graft EMS program into SNO911 structure

COMPARING HOST AGENCY OPTIONS

Option A Restructure SCEMS/New Agency, self sufficient	Option B SCEMS/New Agency with contract for staff and admin support services from partner agency/SNO911	Option C Graft EMS program into SNO911 structure
<i>Fire/EMS agency controlled.</i> <i>All staff are agency employees. Would likely contract out legal, accounting, payroll, janitorial services, etc.</i>	<i>• Fire/EMS agency controlled</i> <i>• Staff are employees of separate agency.</i> <i>• Exec director hired by and serves at will of EMS Agency Board; if fired by EMS Board, remains an employee of contract services agency but not funded by EMS Agency.</i>	<i>SNO911 Gov. Board makes final budget decisions; A new EMS Technical Advisory Committee (similar to current Fire TAC) and EMS Policy Board to make budget and operational rec.'s to Gov. Board. Could require supermajority vote of SNO911 policy board to override or amend policy/budget recommendations of EMS Policy Board.</i>
Most expensive option	Less expensive than Option A; probably comparable to Option C.	Less expensive than option A; comparable cost to Option B.
All decisions necessary for new agency involved. Implementation would include hiring for all key positions.	Most work to implement • Create new agency • Negotiate service contract (likely requires SNO911 ILA amend.)	Least number of new decisions to be made, but SNO911 ILA would need to be amended.

Do you generally support the direction we've outlined today?

Next steps: June Presentation on
(1) Draft 2025 budget placeholder
(2) Host Agency recommendation

Questions?

SCSFCA Liaison: S. Maxwell, *D. Waller (Alt.)*

SCEMS Liaison: J. Hughes, *R. Vares (Alt.)*

SNO911 Liaison: D. DeMarco, *D. Waller (Alt.)*

We are posting all our agendas, minutes and approved materials on the SNO911 website

<https://sno911.org/collaboration/#ems-joint-taskforce>

Action Proposal Form

Date: May 6, 2024

Title: 2025-2026 ECSF & RRP Budgets



Background / Purpose:

Each year, the SNO911 Board considers budget requests for the application of Emergency Communications Systems and Facilities (ECSF) tax revenues. The process begins with the SNO911 Board, then review occurs at the ECSF Program Advisory Board and ultimately a recommendation is made to County Council and in turn will go through the County's budget approval process. One difference to note this year is that the County is moving toward a biennial budget so the request this year includes both 2025 and 2026.

To support the 2025-2026 budget request, staff have developed a long-range plan to ensure the application of revenues is meeting the long-term needs and expectations of the stakeholders. A summary of the budget assumptions and changes include:

- 5% inflationary factor applied in 2025, 0.5% growth factor applied each year in 2026 going forward
- Allocates all remaining Radio Replacement Project funding
- Continues to fund debt service for existing Radio Replacement Project through 2034
- Continues to fund debt service for SNO911 Future Facility through 2037
- Increased funding (inflationary) for future radio sites by 15%
- Added \$150,000 per year for general radio site repairs
- Includes \$300K in 2025 for lost/stolen/damaged/fleet expansion then \$150K in 2026 and going forward
- Includes \$4.5M for South Campus (Backup) improvements in 2026
- Increased ECC Infrastructure Reserve (SNO911 Fund 125) funding from \$750K to \$900K each year
- Increased funding for operational support \$765K

Significant Projects Included in 2025-2038 Long-Range ECSF Plan	
2026 Backup Facility Remodel	\$4.5M
2027 Radio System Platform Upgrade	\$8.7M
2028 Add radio site for coverage	\$1.75M
2030 Add radio site for coverage	\$2.3M
2031 Fleet wide subscriber replacement	\$32M
2032 Add radio site for coverage	\$2.3M
2037 Full Radio System Replacement	\$60M

Suggested Action/Recommendation:

Recommend approval of the 2025-2026 ECSF & RRP Budget and long-term plan to the County ECSF Committee as presented.

Reference: 2025-2038 Long-Range ECSF Plan, 2025-2026 ECSF Budget Request

Emergency Communication Systems and Facilities (ECSF) Long-Range Plan
Updated: May 1, 2024

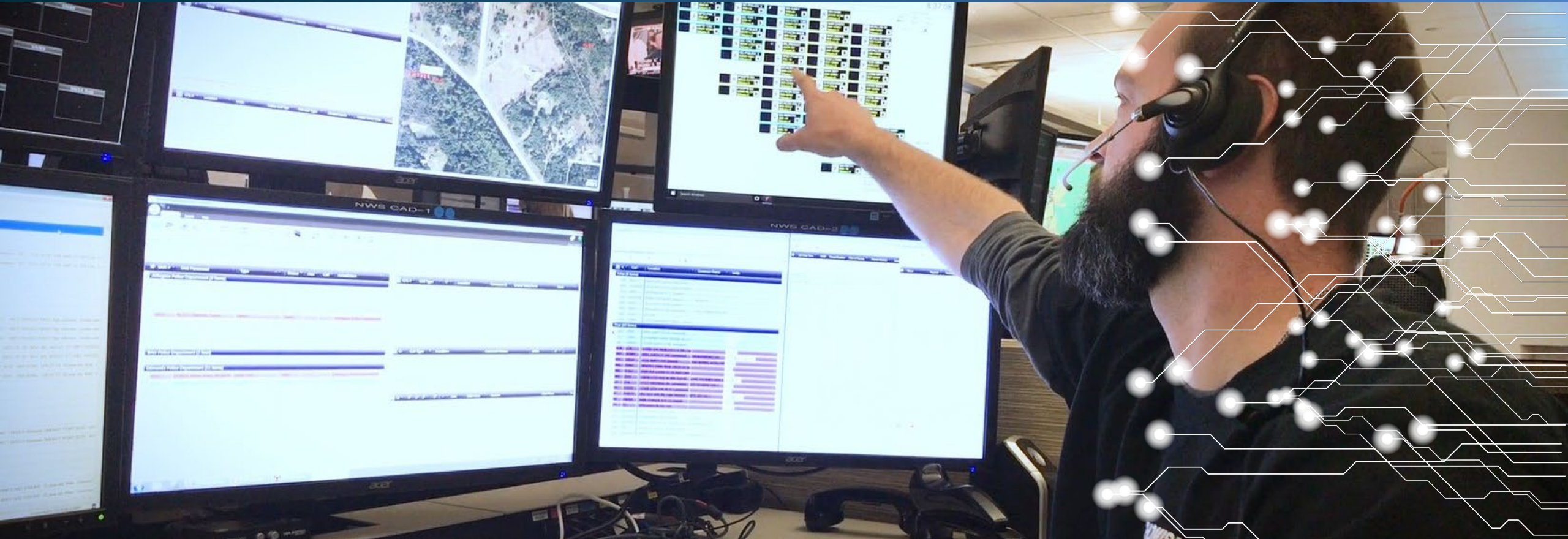
Forecasted Growth Factor		0.500%															
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
REVENUE				Incl 5% Inflation													
ECSF Revenue		\$21,000,000	\$21,105,000	\$22,160,250	\$22,271,051	\$22,382,407	\$22,494,319	\$22,606,790	\$22,719,824	\$22,833,423	\$22,947,590	\$23,062,328	\$23,177,640	\$23,293,528	\$23,409,996	\$23,527,046	\$23,644,681
Interest		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
RADIO SYSTEM EXPENDITURES																	
Debt Service (County)		\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$0	\$0	\$0	\$0
System Upgrades and Maintenance (Fund 70)		\$1,622,753	\$324,081	\$1,320,390	\$1,365,127	\$1,411,992	\$1,547,271	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Radio Infrastructure Capital (Fund 85)		\$0	\$657,750	\$552,687	\$1,057,321	\$9,548,883	\$2,560,720	\$800,506	\$2,825,531	\$672,807	\$3,040,347	\$509,164	\$538,470	\$657,188	\$676,598	\$696,723	\$710,170
Radio Subscriber Fleet Expansion Reserve (Fund 140)		\$600,000	\$0	\$300,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Future Radio Infrastructure Reserve (Held at County)		\$5,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0
SNO911 EXPENDITURES																	
Future Facility Proj (Fund 150) & Debt Service (Fund 155)		\$3,000,000	\$3,000,000	\$3,000,000	\$3,479,232	\$4,258,250	\$4,258,750	\$4,258,000	\$4,255,750	\$4,256,750	\$4,255,500	\$4,256,750	\$4,260,000	\$4,259,750	\$4,255,750	\$4,257,750	\$0
Operations Support (Fund 70)		\$3,500,000	\$5,100,000	\$5,865,000	\$6,011,625	\$6,161,916	\$6,315,964	\$6,473,863	\$6,635,709	\$6,801,602	\$6,971,642	\$7,145,933	\$7,324,581	\$7,507,696	\$7,695,388	\$7,887,773	\$8,084,967
ECC Infrastructure (Fund 125)		\$0	\$4,950,000	\$900,000	\$5,400,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$1,000,000
2022		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Beginning Fund Balance	N/A	\$15,472,228	\$19,964,675	\$18,253,044	\$19,690,417	\$15,713,363	\$6,879,929	\$4,856,743	\$4,596,364	\$2,264,398	\$2,181,862	(\$322,836)	(\$357,155)	(\$487,366)	\$1,991,528	\$4,383,788	\$12,678,588
Revenue	N/A	\$21,010,000	\$21,115,000	\$22,170,250	\$22,281,051	\$22,392,407	\$22,504,319	\$22,616,790	\$22,729,824	\$22,843,423	\$22,957,590	\$23,072,328	\$23,187,640	\$23,303,528	\$23,419,996	\$23,537,046	\$23,654,681
Planned Expenditures	N/A	(\$10,917,553)	(\$11,876,631)	(\$13,532,877)	(\$14,708,105)	(\$24,175,841)	(\$17,477,505)	(\$15,827,169)	(\$18,011,790)	(\$16,025,959)	(\$18,562,289)	(\$16,206,647)	(\$16,417,851)	(\$13,924,634)	(\$14,127,736)	(\$14,342,246)	(\$10,295,137)
Transfers to Reserves		(\$5,600,000)	(\$10,950,000)	(\$7,200,000)	(\$11,550,000)	(\$7,050,000)	(\$7,050,000)	(\$7,050,000)	(\$7,050,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$900,000)	(\$1,000,000)
Ending Fund Balance (1)	\$15,472,228	\$19,964,675	\$18,253,044	\$19,690,417	\$15,713,363	\$6,879,929	\$4,856,743	\$4,596,364	\$2,264,398	\$2,181,862	(\$322,836)	(\$357,155)	(\$487,366)	\$1,991,528	\$4,383,788	\$12,678,588	\$25,038,132
SNO911 Reserve Funds (Anticipated Balance)																	
Future Radio System Fund (2)	\$10,000,000	\$15,000,000	\$21,000,000	\$27,000,000	\$33,000,000	\$39,000,000	\$45,000,000	\$51,000,000	\$57,000,000	\$63,000,000	\$37,000,000	\$43,000,000	\$49,000,000	\$55,000,000	\$61,000,000	\$61,000,000	\$1,000,000
ECC Infrastructure Fund 125	0	\$0	\$4,950,000	\$5,850,000	\$11,250,000	\$7,650,000	\$8,550,000	\$9,450,000	\$10,350,000	\$11,250,000	\$12,150,000	\$13,050,000	\$13,950,000	\$14,850,000	\$15,750,000	\$16,650,000	\$17,650,000
Long-Terms Projects (3)					\$4,500,000	South Campus Improvement				\$32,000,000	Subscriber Replacement					\$60,000,000	New Radio System

(1) 2022 Year End County Fund 170 Balance \$47,543,802.49 minus the anticipated RRP remaining project expenditures of \$22,071,574.89 minus \$10,000,000 set aside for future radio system
(2) Reserve fund specifically for radio subscriber replacement and the future radio system; funds held in County reserve
(3) Planned significant projects to be funded from Reserves (SNO911 or County Reserves)



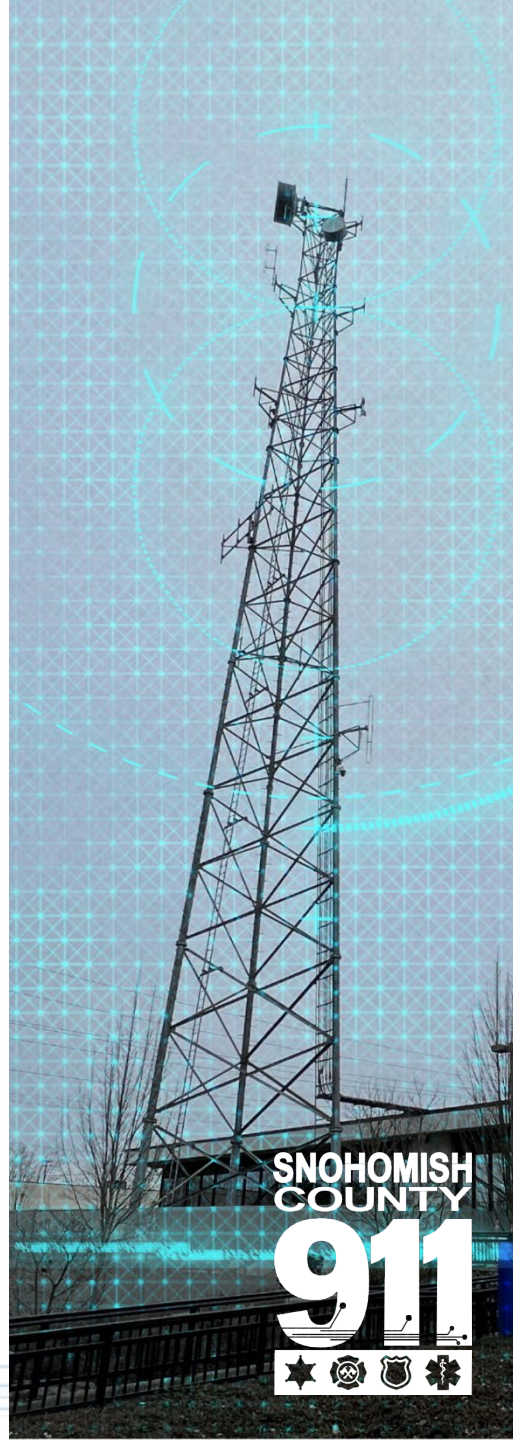
Emergency Communications and Facility (ECSF)

2025-2026 Budget Request



Background

- **Voter approved in 2018**
- **Authorized under RCW 82.14.420**
 - **Restricted to Emergency Communications and Facilities**
- **Makeup of Advisory Board SCC**
 - **Snohomish County Code 4.30.080 Appointment to Advisory Board.** The emergency communication systems and facilities program advisory board shall be composed of not more than nine members. Appointments shall be made pursuant to chapter [2.03](#) SCC. **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.
- **Priorities:**
 1. Repayment of bonds used to finance emergency communications equipment and infrastructure.
 2. Setting aside sufficient capital for future equipment replacements - including technology upgrades and infrastructure improvements.
 3. Providing funds for maintenance and operation costs paid by system users.



Budget History

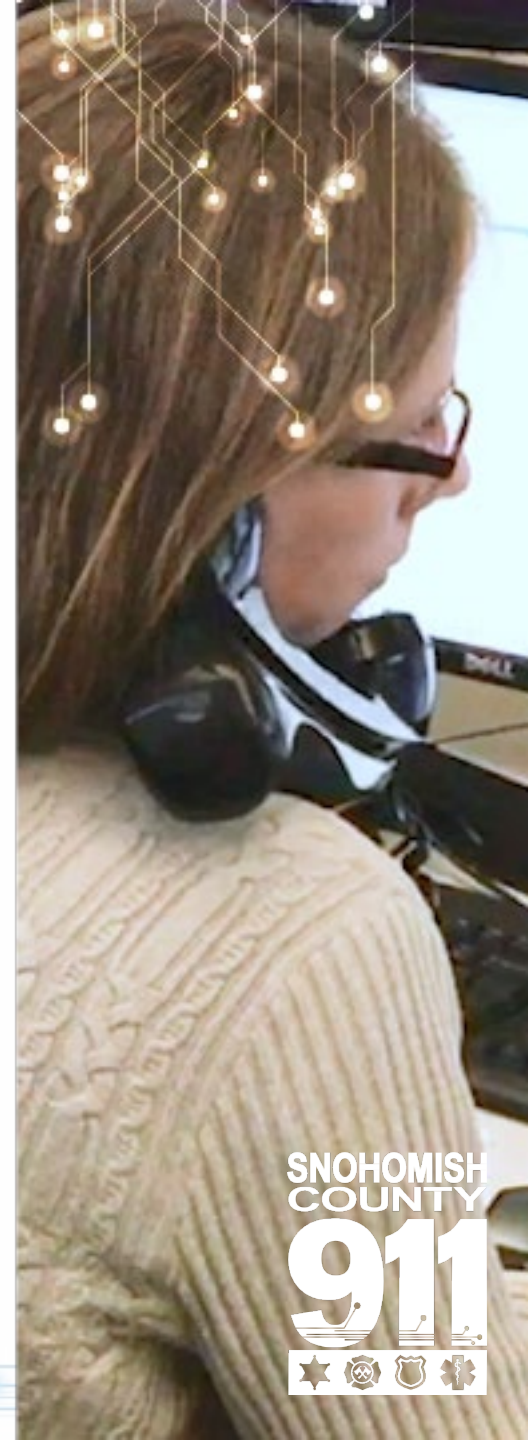
- **Radio Replacement Project**

	Adopted Project Budget	Amended Project Budget	Expenditures Through 12/31/2023
Project Management	\$ 5,739,576	\$ 6,050,576	\$ 3,357,830
Motorola Infrastructure	\$ 33,686,461	\$ 33,686,461	\$ 22,142,773
Subscribers	\$ 16,894,588	\$ 22,236,425	\$ 23,345,211
Contingency	\$ 10,546,678	\$ 10,235,678	\$ 4,558,820
Total	\$ 66,867,303	\$ 72,209,140	\$ 53,404,634

- **SN0911 Future Facility**

- **SN0911 Annual Operations**

- Ongoing maintenance and upgrades of radio system
- Support and maintenance of radio infrastructure



Long-Range Planning Detailed

Emergency Communication Systems and Facilities (ECSF) Long-Range Plan																		
Forecasted Growth Factor		Updated: May 1, 2024																
		2023	2024	incl 5% inflation		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
REVENUE																		
ECSF Revenue		\$21,000,000	\$21,105,000	\$22,166,250	\$22,271,051	\$22,382,407	\$22,494,319	\$22,606,790	\$22,719,824	\$22,833,423	\$22,947,590	\$23,062,328	\$23,177,640	\$23,293,528	\$23,409,996	\$23,527,046	\$23,644,681	
Interest		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
RADIO SYSTEM EXPENDITURES																		
Debt Service (County)		\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$2,794,800	\$0	\$0	\$0	\$0
System Upgrades and Maintenance (Fund 70)		\$1,622,753	\$324,081	\$1,320,390	\$1,365,127	\$1,411,992	\$1,547,271	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Radio Infrastructure Capital (Fund 83)		\$0	\$637,750	\$557,687	\$1,037,321	\$9,548,883	\$2,560,720	\$800,506	\$2,825,531	\$672,807	\$3,040,347	\$309,164	\$338,470	\$637,188	\$676,598	\$696,723	\$710,170	
Radio Subscriber Fleet Expansion Reserve (Fund 140)		\$600,000	\$0	\$300,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Future Radio Infrastructure Reserve (Held at County)		\$5,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$0
SN0911 EXPENDITURES																		
Future Facility Proj (Fund 150) & Debt Service (Fund 155)		\$3,000,000	\$3,000,000	\$3,000,000	\$3,479,232	\$4,238,250	\$4,238,750	\$4,235,750	\$4,256,750	\$4,255,500	\$4,256,750	\$4,260,000	\$4,259,750	\$4,255,750	\$4,257,750	\$0	\$0	\$0
Operations Support (Fund 70)		\$3,500,000	\$5,100,000	\$5,865,000	\$6,011,623	\$6,161,916	\$6,315,964	\$6,473,863	\$6,635,709	\$6,801,602	\$6,971,642	\$7,145,933	\$7,324,581	\$7,507,696	\$7,695,388	\$7,887,773	\$8,084,967	
ECC Infrastructure (Fund 125)		\$0	\$4,950,000	\$900,000	\$5,400,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$1,000,000	
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Beginning Fund Balance		N/A	\$15,472,228	\$19,964,675	\$18,253,044	\$19,690,417	\$15,713,363	\$6,879,929	\$4,856,743	\$4,596,364	\$2,264,398	\$2,181,862	(\$322,836)	(\$357,155)	(\$487,366)	\$1,991,528	\$4,383,788	\$12,678,588
Revenue		N/A	\$21,010,000	\$21,115,000	\$22,170,250	\$22,281,051	\$22,392,407	\$22,504,319	\$22,616,790	\$22,729,824	\$22,843,423	\$22,957,590	\$23,072,328	\$23,187,640	\$23,303,528	\$23,419,996	\$23,537,046	\$23,654,681
Planned Expenditures		N/A	(\$10,917,553)	(\$11,876,681)	(\$13,592,877)	(\$14,708,105)	(\$14,175,941)	(\$17,477,505)	(\$15,827,169)	(\$18,011,790)	(\$16,025,559)	(\$18,562,289)	(\$16,206,647)	(\$16,417,851)	(\$19,844,694)	(\$14,127,796)	(\$14,342,046)	(\$10,295,137)
Transfers to Reserves			(\$5,000,000)	(\$10,950,000)	(\$7,200,000)	(\$11,350,000)	(\$7,050,000)	(\$7,050,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$6,900,000)	(\$1,000,000)
Ending Fund Balance (1)		\$15,472,228	\$19,964,675	\$18,253,044	\$19,690,417	\$15,713,363	\$6,879,929	\$4,856,743	\$4,596,364	\$2,264,398	\$2,181,862	(\$322,836)	(\$357,155)	(\$487,366)	\$1,991,528	\$4,383,788	\$12,678,588	\$23,038,132
SN0911 Reserve Funds (Anticipated Balance)																		
Future Radio System Fund (2)		\$10,000,000	\$15,000,000	\$21,000,000	\$27,000,000	\$33,000,000	\$39,000,000	\$45,000,000	\$51,000,000	\$57,000,000	\$63,000,000	\$70,000,000	\$77,000,000	\$84,000,000	\$91,000,000	\$98,000,000	\$105,000,000	\$112,000,000
ECC Infrastructure Fund 125		0	\$0	\$4,950,000	\$5,850,000	\$11,250,000	\$7,650,000	\$8,550,000	\$9,450,000	\$10,350,000	\$11,250,000	\$12,150,000	\$13,050,000	\$13,950,000	\$14,850,000	\$15,750,000	\$16,650,000	\$17,550,000
Long-Term Projects (3)					\$4,500,000	South Campus Improvement					\$12,000,000	Subscriber Replacement				\$60,000,000	New Radio System	

(1) 2022 Year End County Fund 170 Balance \$47,543,802.49 minus the anticipated RRP remaining project expenditures of \$22,071,574.89 minus \$10,000,000 set aside for future radio system
 (2) Reserve fund specifically for radio subscriber replacement and the future radio system; funds held in County reserve
 (3) Planned significant projects to be funded from Reserves (SN0911 or County Reserves)

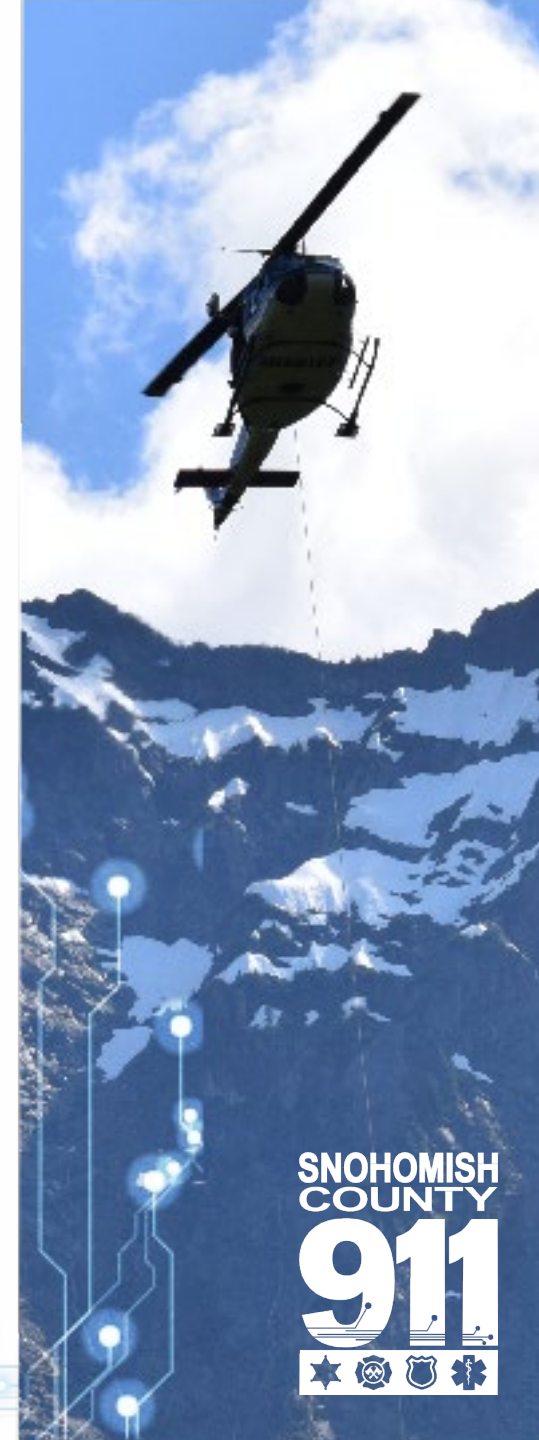


Long-Range Planning Summary

- Supports buildout of three additional radio sites
- Major upgrades and dispatch consoles
- Fleetwide subscriber replacement
- New system in 2037

Significant Projects Included in 2025-2038 ECSF Long-Range Plan

2024 Strategic Future Facility Reserve	\$ 4.2M
2026 Backup Facility Remodel	\$ 4.5M
2027 Radio System Platform Upgrade	\$ 8.7M
2028 Add radio site for coverage	\$ 1.75M
2030 Add radio site for coverage	\$ 2.3M
2031 Fleet wide subscriber replacement	\$ 32M
2032 Add radio site for coverage	\$ 2.3M
2037 Full Radio System Replacement	\$ 60M



2025-2026 ECSF Budget Request

- 5% inflationary factor applied in 2025, 0.5% growth factor applied each year in 2026
- Allocates all remaining Radio Replacement Project funding
- Continues to fund debt service for existing Radio Replacement Project through 2034
- Continues to fund debt service for SN0911 Future Facility through 2037
- Increased funding (inflationary) for future radio sites by 15%
- Added \$150,000 per year for general radio site repairs
- Includes \$300K in 2025 for lost/stolen/damaged/fleet expansion (SN0911 Fund 140) then \$150K in 2026 and going forward
- Includes \$4.5M for South Campus (Backup) improvements in 2026
- Increased ECC Infrastructure Reserve (SN0911 Fund 125) funding from \$750K to \$900K each year
- Increased funding for operational support \$765K



2025-2026 ECSF Budget Request

ECSF Fund 170 -- 2025/2026 Budget Request

Updated: May 1, 2024

	2025 Request	2026 Request
<u>Revenue</u>		
Fund Balance	\$16,183,048	\$9,049,982
ECSF sales tax revenue	\$22,160,250	\$22,271,051
Interest	\$10,000	\$10,000
Total Revenue	\$38,353,298	\$31,331,033
<u>RRP Expense</u>		
Project Mgmt	\$2,000,000	\$630,489
Motorola Infrastructure	\$11,101,249	\$442,439
Subscriber Units	\$0	\$0
Contingency	\$4,519,172	\$4,000,000
Sub-total Radio Replacement Project (RRP)	\$17,620,421	\$5,072,928
<u>Radio and M&O Expense</u>		
Support Operating Maintenance Costs	\$1,320,390	\$1,365,127
Non-RRP Equipment and services	\$552,687	\$1,057,321
Support Operating Costs	\$8,865,000	\$9,490,857
Sub-Total Radio M&O	\$10,738,077	\$11,913,305
<u>SNO911 Reserve Contributions</u>		
ECC Infrastructure Reserve Fund 125	\$900,000	\$5,400,000
Radio Subscriber Fleet Management Reserve Fund 140	\$300,000	\$150,000
Radio System Reserve Fund	\$6,000,000	\$6,000,000
County RRP Debt Service	\$2,794,800	\$2,794,800
Total Expense	\$38,353,298	\$31,331,033
Professional Services Dac to SNO911	\$29,258,498	\$22,386,233



ECSF Fund 170 -- 2025/2026 Budget Request

Updated: May 1, 2024

	2025 Request	2026 Request
<u>Revenue</u>		
Fund Balance	\$16,183,048	\$9,049,982
ECSF sales tax revenue	\$22,160,250	\$22,271,051
Interest	\$10,000	\$10,000
Total Revenue	\$38,353,298	\$31,331,033
<u>RRP Expense</u>		
Project Mgmt	\$2,000,000	\$630,489
Motorola Infrastructure	\$11,101,249	\$442,439
Subscriber Units	\$0	\$0
Contingency	\$4,519,172	\$4,000,000
Sub-total Radio Replacement Project (RRP)	\$17,620,421	\$5,072,928
<u>Radio and M&O Expense</u>		
Support Operating Maintenance Costs	\$1,320,390	\$1,365,127
Non-RRP Equipment and services	\$552,687	\$1,057,321
Support Operating Costs	\$8,865,000	\$9,490,857
Sub-Total Radio M&O	\$10,738,077	\$11,913,305
<u>SNO911 Reserve Contributions</u>		
ECC Infrastructure Reserve Fund 125	\$900,000	\$5,400,000
Radio Subscriber Fleet Management Reserve Fund 140	\$300,000	\$150,000
Radio System Reserve Fund	\$6,000,000	\$6,000,000
County RRP Debt Service	\$2,794,800	\$2,794,800
Total Expense	\$38,353,298	\$31,331,033
Professional Services Dac to SNO911	\$29,258,498	\$22,386,233

Action Proposal Form

Date: May 6, 2024

Title: New E911 Fund 86

Background / Purpose:



Historically, the E911 office at Snohomish County would budget and hold funds for the 911 Call Process Equipment (CPE), also known as the 911 phone system. This practice was built in the days of having four dispatch centers and since consolidation of SNOCOM/SNOPAC, the contract for the phone system is held by SNO911. As invoices come in for purchase or maintenance, SNO911 currently seeks reimbursement from the County. In an effort to streamline this process, staff are recommending we discontinue the reimbursement process and have the County contribute the funding each year for this purpose. To ensure the funds remain dedicated to the 911 phone system, staff recommend the creation of the "E911 CPE Fund 86". If approved, the 2024 budget of \$300K would be sent to SNO911 and deposited into this new account. In 2025, the annual \$300K and the \$390K set aside from 2023 would be sent to SNO911 and deposited into the E911 CPE Fund 86. This would bring the fund balance to approximately \$990K which is in line with the replacement schedule. Future expenditure requests to replace the phone system will be brought to the Board as needed.

Suggested Action/Recommendation:

Create a new fund titled "E911 CPE Fund 86" to hold funding in reserves to replace the 911 phone system.

Approve moving \$300K in additional E911 revenue in 2024 to 911 CPE Fund 86 when received.

Reference: None.



Board Packet Memorandum

Date: May 16, 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

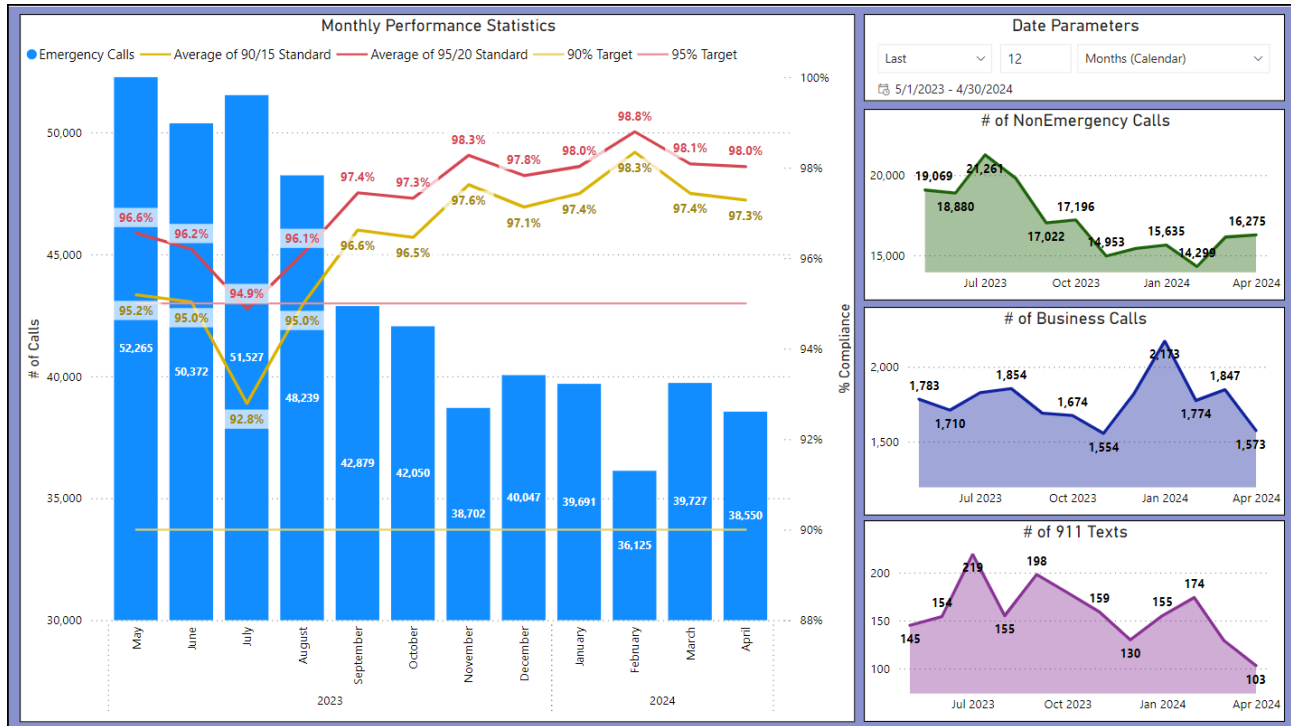
As mentioned last month the April 2nd New World upgrade was canceled due to a Priority Issue (P0) that was discovered during a SNO911 IT Staff meeting with Fire Agencies. SNO911 is still waiting for a patch to address the P0 issue that is still being worked on by Tyler developers. PTCC has decided to move to version 2024.1 for the next upgrade. SNO911 IT Staff installed the version into the Delta environment, started testing and planning for an end-to-end testing to start the week of May 20th, however it is too soon to know whether we will be able to upgrade to this version. This upgrade will be replacing all server equipment with a newer version of Windows Server installed on them. September 17th is still the planned date for the upgrade. Leadership is in discussion with Tyler regarding the delays associated with our ability to upgrade.

Future Facility Planning

SNO911 Tech Management Team continues having internal discussions about moving systems over to the new facility with limited disruptions. Failing over to redundant systems is the plan to minimize outages to critical systems and for the few systems that are not redundant there will be a plan outage that will be announced. The January 1st datacenter move-in date is still the target date. 95% of all IT system equipment that is required for the new facility has been ordered and has either been received or in transit to be delivered. Work has begun to inventory the received equipment. Once the equipment has been inventoried, work will begin to start configuring, testing the equipment and preparing it for the new facility. Later this year a plan will be developed to decommission the North Campus IT and Radio infrastructure. The Tech management team continues to track the construction schedule to ensure the target dates line up. If there are any changes to the construction timeline adjustments will be made accordingly. Tech management continues meeting with the construction team and SNO911 Leadership reviewing drawings to ensure everything needed on the IT and Radio side is shown or documented in the construction drawings.

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

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	3	6	6	1								25	25
Incorrect Use	Follow-Up	8	6	7	4	3								28	159
	Area Checks	0	12	6	8	0								26	
	Info	1	1	0	0	0								2	
	Noise	7	8	2	3	0								20	
	Traffic	2	0	5	3	1								11	
	Other Complaints	20	16	20	14	2								72	
Misuse	Accidental	5	5	3	12	0								25	233
	Behavioral Health	60	71	42	18	10								201	
	Prank	0	1	1	5	0								7	
Other	Test	3	3	1	0	0								7	164
	Abandoned	11	10	8	5	0								34	
	Non-English	1	0	0	2	0								3	
	Outgoing	0	0	0	0	0								0	
	Subsequent	16	23	14	11	0								64	
	Transfer	3	8	3	3	1								18	
	Voice Call	9	7	11	9	2								38	
Month Total		155	174	129	103	20	0	0	0	0	0	0	0	581	581

Abandoned: Non-Responsive

Accidental: Device or person accidentally texted 9-1-1

Area Check: Check of area for person, vehicle, etc.

Behavioral Health: Calls that result in BHC by LE/EMS

Follow-up: Where is officer?, Subject is no longer here

Info: What is the phone number for animal control?

Noise: Music, People, Fireworks, Alarm w/o Emergency, etc.

Non-English: Texter uses language other than English

True: Texter is Deaf, Texter is fearful that a voice call will put them in danger, Call results in transport to jail/hospital

Other: Any other request or complaint, Media from Intrado

Outgoing: Text calls initiated by SNO911

Prank: Calls that do not attempt to give any valid/useful information

Subsequent: Additional inbound text after call released by call taker

Test: PSAP testing, Training TXT29-1-1, Vendor test

Traffic: Speeders, DUIs, Parking, etc.

Transfer: Text calls that result in a Transfer to another PSAP or Entity

Voice Call: Dispatchers called the texter/texter placed voice call

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	1,063	68.76%
3 - Satisfied	401	25.94%
2 - Neither Satisfied nor Dissatisfied	36	2.33%
1 - Somewhat Dissatisfied	15	0.97%
0 - Very Dissatisfied	32	2.07%
Total	1,546	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	1,566	95.14%
Somewhat	58	3.52%
No	23	1.40%
Total	1,646	100.00%

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

Fire Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	Total
Everett Fire Department	2,303	1,960	1,889	1,969	8,121
Marysville Fire District	1,220	1,049	1,105	1,101	4,475
Mukilteo Fire	235	162	206	157	760
North County Regional Fire Authority	755	634	725	669	2,783
Sky Valley Fire	63	58	67	57	245
Snohomish County Airport Fire Department	34	23	29	18	104
Snohomish County Fire District #15	129	95	104	137	465
Snohomish County Fire District #16	23	10	24	11	68
Snohomish County Fire District #17	153	161	154	139	607
Snohomish County Fire District #19	35	33	47	30	145
Snohomish County Fire District #21	74	75	65	56	270
Snohomish County Fire District #22	39	42	51	35	167
Snohomish County Fire District #24	48	44	51	33	176
Snohomish County Fire District #25	3	7	3	5	18
Snohomish County Fire District #27	1	3	1	1	6
Snohomish County Fire District #4	289	218	306	304	1,117
Snohomish County Fire District #5	119	86	97	91	393
Snohomish Regional Fire and Rescue	1,112	933	911	911	3,867
South Snohomish County Fire and Rescue	3,461	2,685	2,838	2,900	11,884
Total	10,096	8,278	8,673	8,624	35,671

Police Calls

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	Total
Arlington Police Department	2,034	1,944	2,252	2,312	8,542
Brier Police Department	630	631	981	860	3,102
Darrington Police Department	84	113	108	122	427
Edmonds Police Department	1,830	1,925	1,898	1,889	7,542
Everett Police Department	10,817	10,250	10,945	10,580	42,592
Gold Bar Police Department	217	202	239	260	918
Granite Falls Police Department	399	382	302	351	1,434
Index Police Department	46	52	52	47	197
Lake Stevens Police Department	1,743	1,634	1,749	1,929	7,055
Lynnwood Police Department	3,293	3,224	3,426	3,439	13,382
Marysville Police Department	5,392	4,983	5,472	5,306	21,153
Mill Creek Police Department	1,598	1,468	1,630	1,583	6,279
Monroe Police Department	1,665	1,566	1,447	1,712	6,390
Mountlake Terrace Police Department	1,590	1,481	1,553	1,556	6,180
Mukilteo Police Department	1,954	1,938	2,018	2,038	7,948
Snohomish County Sheriff's Office	11,995	11,373	12,575	12,802	48,745
Snohomish Police Department	783	704	887	800	3,174
Stanwood Police Department	688	579	680	807	2,754
Stillaguamish Tribal Police	2,064	1,931	1,697	1,897	7,589
Sultan Police Department	505	585	525	492	2,107
Woodway Police Department	54	47	70	61	232
Total	49,381	47,012	50,506	50,843	197,742

Snohomish County 911 - Staffing Report

5/13/2024

Full-Time Dispatchers

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

Job Title:	Current #	Status:
Trainee Dispatcher	19	2nd discipline not yet complete
Trainee Dispatcher 2	14	2 of 3 disciplines complete
Police Dispatcher	1	Legacy: Only trained in CT and Police
Fire Dispatcher	3	Legacy: Only trained in CT and Fire
Cross-Trained Trainee	2	Trainee in progress for 3rd discipline
Cross-Trained Dispatcher	58	Fully cross-trained in CT, Police, and Fire

Represented (Dispatchers & Sups)

F/T Approved 123

F/T Filled 113

F/T Vacancies 10

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees) 90.7%

Staffing Strength (excl. trainees, relief, LOA's) 72.9%

Appointive Staff

Approved 48

Filled 48

Vacancies 0

RRP Term Limited Approved 2

RRP Term Limited Filled 2

RRP Term Limited Vacancies 0

Relief & Part-Time Dispatchers

Currently Filled 7

Long-Term Leaves of Absence

F/T Dispatchers (including trainees) 0

Agency-Wide Headcount

Total # of Employees (no exclusions) 170

Dispatchers - Full Time

Approved 107

Filled 97

Vacancies 10

Dispatch Supervisors

Approved 16

Filled 16

Vacancies 0

Senior Leadership (Directors)

Approved 6

Filled 6

Vacancies 0

Operations

Approved 6

Filled 6

Vacancies 0

Finance/HR/Records/Admin

Approved 13

Filled 13

Vacancies 0

Tech/Radio

Approved 23

Filled 23

Vacancies 0

RRP Term Limited Approved 2

RRP Term Limited Filled 2

RRP Term Limited Vacancies 0

Recruitment Status

PST Dispatchers Exam 0

CritiCall Test Invites Sent - Mar 278

CritiCall Tests Complete - Mar 76

Interview 5

Polygraph Exam 0

Background Check 13

Psyche and/or Drug/Hearing 5

Onboarding/Orientation 0

YTD Dispatch Trainees Hired 12

The next PST test is scheduled to take place on **May 18 2024**

Number of tests invites sent out for academies scheduled for **July and Sept 2024**

Of these completed tests, **30** received a passing score

Interviewing for upcoming academy scheduled in **Sept 2024**

Scheduled for polygraph exam (or awaiting results) for **Sept Academy**

Currently in process of background check with PST for **July and Sept Academies**

Scheduled for psych or drug/hearing test (or awaiting results) for **July Academy**

Final job offer signed. Awaiting the start of the **July Academy**

2024 Hires

Employment Separations YTD

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

YTD Employment Separations 11

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for April 16th 10:30-11:30 p.m.
Location: 332 SW Everett Mall Way, Everett WA 98208

Meeting Attendance:

POLICE TAC REPRESENTATIVES					
Lt. Mike Gilbert - Arlington	X	Cmdr. Pat Fagan - Lynnwood		Asst. Chief, Andy Illyn – Mukilteo	
Clerk Karen Howell – Brier		Asst. Chief, Jim Lawless – Marysville	X	Sheriff, Adam Fortney - SCSO	
Sgt. Shane Hawley - Edmonds		Chief, Stan White – Mill Creek		Chief, Rob Palmer – Snohomish	
Capt. Bob Goetz- Everett	X	Dep. Chief, Ryan Irving - Monroe	X	Lt. Jason Toner - Stanwood	X
Sgt. Jim Barnes – Lake Stevens		Cmdr. Mike Haynes – Mountlake Ter.		Dep. Chief Jim Masssingale - Stillaguamish	X
Mike Martin – Snohomish County	X	Asst. Chief Colt Davis - Mukilteo	X	Cmdr. Dean Thomas – Lake Stevens	X
ALTERNATE REPRESENTATIVES					
Lt. Peter Barrett - Arlington		Dep. Chief, Chuck Steichen - Lynnwood		Sgt. Karl Gilje – Stanwood	
Dep. Chief, Jeff Young – Lake Stevens		Cmdr. Adam Vermeulen – Marysville	X	Megan Newman – Stillaguamish	X
Dep. Chief, John DeRousse - Everett		Chief, Jeff Jolley - Monroe		Capt. Steve McDonald – SCSO	
SNO911					
Director of Tech Marlin Herolaga	X	Ops. Manager Derek Wilson	X	Radio Sys. Mgr. Howard Tucker	X
Director of Ops Andie Burton	X	Ops Manager Karen McKay	X	Radio Specialist – Jeremy Waldner	X
App. Team Mgr. Brent Meyer	X	Ops Manager Hattie Schweitzer	X	Admin. Asst. Tiffani Brown	X
SUPPORT STAFF & GUESTS					

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

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

1. **Roll Call** – was taken via sign in sheet upon arrival.
2. **Approval of Minutes: Mike Martin motioned to approve the November 2023 minutes, seconded by Captain Goetz and passed unanimously.**
3. **Announcements:** Andie thanked everyone for contributing to National Telecommunicators Week which has been a big success so far.
4. **Action Items.** None
5. **Reports:**
 - A. **Mobile Users Group:** None
 - B. **SNO911 Updates:** Andie gave a quick update on the new facility and reminded everyone that to access Building B you must complete the safety training first. Demolition is complete on the dispatch floor and the team is heavily focused on the interior design elements. The project as a whole is on schedule.
 - C. **PTCC:** Brent Meyer. The new world upgrade was cancelled after a critical issue was identified with no work around. Server migration is planned for September 17th to discontinue use on the older Microsoft OS servers. There is an upgrade associated with the migration to version 24.1 where the P0 issue should be fixed. Software is being installed into the delta environment later this month and the team is working to get test dates out to PTCC. Fire TAC voted last month to have geofencing set up on all gas leak calls and users may notice the new icon. This was enabled in the past month. The next Windows update is

scheduled for Tuesday, May 7th. New World applications will be down from 0100-0700.

D. Radio Replacement Project: The team continues to make progress on background work. He reminded everyone that the radios will need to be cut over before moving into the new building. In the Fall, SNO911 Radio team will start reaching out to plan those cutovers. There was discussion regarding portable batteries and concern with their battery life dying off simultaneously. The replacement cycle for batteries 25% or 1/3 each year and are available now. Each radio was provided with two batteries and users are finding that 12 hour shifts, they are not lasting that long. Howard reminded everyone to reach out to the radio help team to coordinate new batteries.

E. Policy Review Committee. None

6. Technical Update: Marlin Herolaga. A few data share agreements still need to be completed and Marlin will be reaching out to the remaining agencies individually.

7. New Business:

A. Radio Communications with Bothell PD – Andie and Howard. Andie gave some historic information on the topic, when NORCOM took over dispatch for Bothell PD in the Fall of 2023 they assigned Bothell and Lake Forest Park to talk group NCPOL3 with Mercer Island. SNO911's understanding is that SCSO units were routinely connecting to the Bothell PD talk group while in the area prior to the move to NORCOM and communicating directly with Bothell PD. During the consolidation transition the old Bothell PD talk group was patched to NCPOL3 which stayed in place up until about one month ago. Recently, a SCSO user was unable to reach Bothell PD and after the radio team reviewed the issue, they discovered the patch had been taken down. NORCOM's understanding of the need for that patch was to be a temporary fix for the day of cutover and were unaware that it was still in place, being used. SNO911 started a dialogue with NORCOM asking to reestablish the patch until SNO911 does a re-flash of SNO911 radios which would include the NCPOL3. PSERN offered to put the patch on in the background so NORCOM consoles weren't being used for the patch. Ultimately, per NORCOM it's a non-starter. NORCOM's concerns were impacts to Mercer Island PD and the fact that NORCOM operationally doesn't set up permanent or semi-permanent patches with other agencies. SNO911 staff wanted the group to be aware that there is no patch in place, and no current way for field users to directly communicate with Bothell PD for non-incident related traffic where a formal request for patch has been made to the center(s). Additionally, NORCOM has not had any contact with any of their member agencies on this matter; they only heard of it through SNO911. If the SNO911 agencies who interact with Bothell PD find this to be an issue they would like further discussion on, the suggestion would be to work with Bothell PD who could bring it to NORCOM through their established channels. SNO911 will support as we can if needed.

B.

8. Old Business: None.

9. Good of the Order: The next meeting is scheduled for May 14th.

10. Adjourned at 10:54 hours.

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

April 17th, 2024

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☒ Joel Johnson	Fire District 24
	☒ John Chalfant	South County Fire	☐ Willie Harper	Fire District 25
	☐ Jason Hodkinson	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Seth Johnson	Fire District 5	☒ Mike Calvert	Everett Fire
	☐ Ryan Shaughnessy	Fire District 15	☒ Jeff Cole	Marysville Fire
	☐ Justin Johnson	Fire District 16	☒ Blake Engnes	Mukilteo Fire
	☐ Jim Haverfield	Fire District 17	☒ Dave Kraski	North County RFA
	☒ Keith Strotz	Fire District 19	☐ Brett Blankenship	Paine Field Airport FD
	☐ Chad Schmidt	Fire District 21	☐ Ryan Lundquist	SRFR
	☐ Travis Hots	Fire District 22		
Alternates in Attendance	☐ Whitney Mansfield	Fire District 4	☐ Ned Vander Pol	Marysville Fire
	☐ Scott Anderson	Fire District 16	☐ Kirk Galatas	Mukilteo Fire
	☒ Bill Dane	First District 17	☐ John Cermak	North County RFA
	☐ Gino Bellizzi	Fire District 19	☐ Tony Mace	Paine Field Airport FD
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐ Ryan White	Fire District 15	☐ Colby Titland	SRFR
	☐ Dave DeMarco	Everett Fire	☐ Thad Hovis	SCF
	☐ Zach Hanson	North County	☒ Chad Crandall	
Guests and Staff in Attendance	Brian Ackles – SNO911 BDA/DAS	Chris Gass – SNO911	Laura Stiers – SNO911	
	Andie Burton – SNO911	Derek Wilson – SNO911	Rae Wade – SNO911	
	Brent Meyer – SNO911	Howard Tucker – SNO911	Jeremy Waldner – SNO911	
	Marlin Herolaga – SNO911	Scott Dorsey - SCEMS	Tiffani Brown – SNO911	

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

Vice Chair John Chalfant called the meeting to order at 1:35pm.

1. **ANNOUNCEMENTS.** Brent Meyer introduced Laura Stiers, SNO911's new GIS & Operations System Coordinator who will be training with Chris Gass.
2. **APPROVAL OF MINUTES.** A motion was made by Colby Titland to approve the March 20th Fire TAC/Ops meeting minutes as written. Seconded by Cole Langdon. Unanimously approved.
3. **COMMITTEE UPDATES.**
 - A. **PTCC / NWS.** *Brent Meyer* - The new world upgrade was cancelled after a critical issue was identified with no work around. Server migration is planned for September 17th to discontinue use on the older Microsoft OS servers. There is an upgrade associated with the migration to version 24.1 where the PO issue should be fixed. Software is being installed into the delta environment later this month and the team is working to get test dates out to PTCC. Fire TAC voted last month to have geofencing set up on all gas leak calls and users may notice the new icon. This was enabled in the past month. The next Windows update is scheduled for Tuesday, May 7th. New World applications will be down from 0100-0700.

B. Technical Update.

- i. **PulsePoint AED Project - *Marlin and Andie.*** Marlin drafted a document explaining the AED program within PulsePoint which was included in the packet. The ask was if the Fire TAC committee would form a subcommittee to oversee the AED program and PulsePoint. That group could help grow the AED's registered within the county and act as the point of contact for verification and to create/implement a long-term maintenance plan. Currently, Snohomish county has 300 AED's registered and the goal is 1,000 in order to be able to test functionality with ProQA. Andie gave a brief overview of how this information presents to the call taker in ProQA and why it's important that we get this part of the project over the finish line. Scott opened a discussion about PulsePoint being initially funded by the Medic One Foundation which ends next year and that PulsePoint as a whole needs to be reviewed. Marlin stated that it will need to be added to the 2025 Operating budget if there is a need to keep it. Next month Marlin will bring a presentation that will cover PulsePoint as a whole to the group.

B. Radio Replacement Committee. *Howard Tucker* – Work continues on the background infrastructure. The team needs to have the crossover finished before moving into the new building. A new fire paging contract has been signed and SNO911 hopes to have that operating by the end of the year. This will not change the pagers themselves, just the infrastructures. Replacement batteries are being handed out on a life cycle of every 3 – 4 years per battery. Fleet expansion requests for additional radios are exceeding what was budgeted for and lead times on them are much longer than anticipated, 6 – 12 months. The more advance notice SNO911 can have on ordering radios the better. Howard introduced Brian Ackles, the new BDA/DAS Coordinator, contracted to help refine the program. Brian asked that if any Agencies have spreadsheets or databases with this info, forward to him and he can validate the information. Every BDA in the County needs to be reprogrammed to be compatible with the new radio system. Regarding fire radio channel encryption, the only issue may be interoperability/mutual aid but the radios are capable of that function. The Fire Chiefs Association will be briefed on the paging system being intercepted to find out their needs/wants as well as ask for funding from the ECSO.

C. Radio Procedures Committee. No meeting.

D. Fire User Group. None

E. Fire Standards/Data.

F. Fire Resource/FOC. No meeting.

G. SNO911 DRC/DSC. Staff continues to focus on the send back rate for the Nurse Navigation program. As of last month, dispatch stopped sending abdominal pain calls over due to their high sensitivity nature.

4. SNO911 UPDATE. Andie mentioned the current progress at the new facility.

5. SNOHOMISH COUNTY EMS. – *Scott Dorsey.* Currently working through protocols for this year and next. The current integration program is being held up because of rules. Working with stakeholders to address wall time issues.

6. OLD BUSINESS. Chief Andrews was nominated for Chair of the Fire TAC Committee seconded by Chief Stocker and passed unanimously.

7. **NEW BUSINESS – Derek Wilson**

- A. **Federal Fire (Navy Fire) Radio MOU.** This document was sent out before the meeting for review. Chief Andrews motioned to make a recommendation to update the MOU as written, seconded by Chief Chalfant, passed unanimously.
- B. **Live Fire Training.** Snohomish Fire requested the use of a primary TAC for their live fire training. Snohomish indicated there was concern about the FTRAIN channels not being trunked. SNO911 Radio confirmed that all 5 FTRAIN talk groups are trunked and there should be no concern utilizing them. The group unanimously affirmed that all training, live fire or other, should be done on the FTRAIN talk groups. Additionally, if there is a need for a training scenario to be recorded that can be done with appropriate notice given to SNO911.
- C. **FOC Policy Changes.** Derek walked the group through A red-lined version of the policy changes which was also included in the packet.
- D. **FRP 3.0 Policy Update.** All changes made have already been approved by TAC however the document needed clean up. **Chief Andrews motioned to approve the FRP 3.0 Police Updates as presented, seconded by Chief Stocker, passed unanimously.**

8. **GOOD OF THE ORDER.** SNO911 will share their Language Line access information.

9. **ADJOURN.** The Fire TAC / Operations Committee adjourned at 2:31pm.

The next Fire Technical Advisory/Operations Committee meeting is scheduled for Wednesday, May 15th at 1:30 p.m. via Zoom, or in-person at the Snohomish Training Annex.

**Snohomish County 911
Finance Committee
Meeting Summary for May 9, 2024 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Finance Committee					
Dave DeMarco	✓	Jenna Nand		Jim Lawless	✓
Ken Klein		Ryan Lundquist	✓		
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 1:30 p.m. by Committee Chair DeMarco. No announcements.
2. **Reports.**
 - A. **Blanket Voucher Report for April 2024.** There were no questions.
Jim Lawless moved and Ryan Lundquist seconded to recommend the Board approve the Voucher Report for April. The motion carried.
 - B. **Fund Balance Report for February.** Informational only; there were no questions.
3. **New Business.**
 - A. **APF - ECSF Biennial Budget Request.** Terry provided background on ECSF sales tax measure that was approved by voters in 2018. The revenue is restricted to Emergency Communications and Facilities. He further explained how the ECSF Program Advisory Board works with the County Council in reviewing budget requests, as well as setting priorities for the use of the funds. These priorities include: repay the debt associated with the current radio project, set aside sufficient capital for any future radio needs, and then fund for maintenance and operations. SNO911 has been working within those parameters for the last several years. The county recently moved to a biennial budget process, so the budget being presented is for two years. Terry went over a detailed summary of the budget assumptions and changes, including the long-range plan on how revenue will be applied, with the majority of the radio project being wrapped up over the next two years.

Kurt added some background on this issue, and explained that the long-range projection has been out for around 2-3 years which they've been updating with real numbers as they become available. Staff has had discussions with the County's Finance Department on long-range plans, and they are all aligned in their projections. He went on to explain that there is a question as to whether radio sites will need to be added in the future, but they still intend on taking a conservative approach and setting aside funds for new sites. It is likely SNO911 will never need to build a full system as they have today as technology evolves which includes allowing radios to leverage commercial LTE services, and the potential of satellite augmenting those capabilities. He also spoke on future plans for the South Campus location. Currently, if they would need to vacate their dispatch center, they would need to downsize their talk groups because there's not enough dispatch consoles in the Mountlake Terrace facility. After moving into the new building, they plan on changing the layout there to utilize some of the vacant office space for more dispatch capability.

Terry was also asked about some significant wear that is showing on a few of the front-line portable radios, and whether there would be funds available when they are needed to be replaced. He replied that he would want to take some time to research that and come back with a plan that could be similar to the one they incorporated with batteries, but that there is funding already set aside for radios. *He appreciated the feedback and will definitely look into it and report back later.*

Ryan Lundquist moved and Jim Lawless seconded to recommend the board approve the 2025-2026 ECSF & RRP Budget and long-term plan to the County ECSF Committee, as presented. The motion carried.

- B. APF - New E911 Fund 86.** Terry explained that historically, Snohomish County's 911 office would budget and hold funds for the 911 call process equipment (or 911 phone system) and reimburse for invoices that would come in for purchases or maintenance from the two call centers. Now that there is only one call center, SNO911 staff now seeks to discontinue the reimbursement process and have the County contribute the funding directly to SNO911 each year for the same purpose. SNO911 still wants the dollars to be set aside for their intended purpose, so they are asking for permission to create a new fund to hold those dollars in reserve.

Jim Lawless moved and Ryan Lundquist seconded to recommend the board approve creating a new fund titled "E911 CPE Fund 86" to hold funding in reserves to replace the 911 phone system; and also to approve moving \$300K in additional E911 revenue in 2024 to 911 CPE fund 86, when received.

- 4. Good of the Order.** None.
- 5. Adjourn.** The meeting was adjourned at 2:00 p.m. The next Finance Meeting is scheduled for June 13, 2024 at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for May 8th, 2024 - 9:00 a.m.

Meeting Attendance:

Committee Members					
Jeff Beazizo (Chair)		Don Waller	X	Jonathan Ventura	X
Staff Support Team					
Kurt Mills	X	Terry Peterson	X	Rosie Akopyan	X
Tiffani Brown (note taker)	X				

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

The meeting was called to order by Chief Ventura at 9:00am.

1. **Review Staffing Report.** Terry walked the group through the report which was included in the packet noting that currently there are 9 dispatcher vacancies, however, overall staffing strength remains strong. SNO911 staff and the Dispatchers union are having discussions about moving trainees back to an 8 hour schedule which would shorten training time.
2. **APF PAM 6.10 Revision.** SNO911 Staff is proposing to replace the existing PFML policy with just one all inclusive policy. The policy changes proposed was included in the packet and has already gone through a Legal review. Rosie pointed out that the most significant change is the ability to ask employees that are on PFML to submit a copy of their weekly timesheet that they submit to the State to collect their PFML benefit. As the current policy stands, SNO911 HR does not have the ability to see that information. Clear instructions on this change will be communicated to Staff through the new LMS system.

Chief Ventura recommended to move this to the Consent Agenda.

3. **Round Table.** None
4. The committee adjourned at 9:10am. The next Personnel Committee Meeting is scheduled for Wednesday, June 12th, 2024 at 9:00 am.

**Snohomish County 911
Future Facility Committee
Meeting Summary for May 7, 2024 / 1:00 – 2:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Future Facility Committee					
Dave DeMarco (Chair)	✓	Jeraud Irving	✓	Ned Vander Pol	✓
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.** The meeting was called to order at 1:00 p.m. by Chair Dave DeMarco.
- 2. Future Facility Water Intrusion Mitigation Report.** Kurt explained that last month he described what was and wasn't included in the GMP (Guaranteed Maximum Price). He added that water mitigation is not included, but in this case they plan on using some contingency funds to address the issue. He further explained that as slab work was being done on the foundation for the seismic retrofit, the crew had discovered water on the west side of the building. After some exploration, including determining with cameras that there weren't any leaks and no water had come inside, Lydig Construction found a former geo-tech report from 2003 when the building had been built that showed the same water issue. Since they were now in a position to perform some changes to mitigate any future water problems, they agreed to the recommendations that Lydig proposed, including installing drains in the server room, water stops, clean outs and drainage added under the slab. The meeting packet included some photos and drawings showing the drainage system changes. This work does not change the overall budget of the project. This information will also be included in the board meeting packet for this month.
- 3. Project Update.** Kurt reported that work is continuing and is going well. The former bank drive through extension was removed this week. The Future Facility Employee Committee (FFEC) is working on selecting colors and lighting for the dispatch center, which requires lots of staff time to make sure everything is moving forward. He added that economic conditions continue to improve relating to contractors. Asked a question about the FFEC, Kurt explained that staff from all departments of the agency are represented and they have been instrumental in helping make decisions on the new building, including the selection of the new dispatch consoles.
- 4. Round Table.** None.
- 5. Adjourn.** The meeting was adjourned at 1:07 p.m. The next meeting is scheduled for June 4, 2024 at 1:00 p.m.



Report

Date: 5/5/2024

Subject: Future Facility Water Intrusion Mitigation

Time Sensitivity: Normal

Background / Purpose:

Staff had reported that water had been located below the foundation and that evaluation was underway to determine if any mitigation steps were necessary. Scoping of water lines was completed to determine if this was leakage from city water lines and that evaluation was negative, leading us to believe this is normal ground water. Lydig reviewed and compared the 2003 and current geo-tech reports¹ and determined the same/similar conditions existing in 2003, and that there is no evidence this water ever permeated into the basement of either building. Lydig provided a multi-step mitigation plan² that ranged from taking no action, but ultimately recommended taking four steps to mitigate future risk, including adding floor drains in the server room, water stops, clean outs and under slab drainage³.

The geotech report indicates these conditions have been present since the building was constructed. Most importantly water has never entered the building. Since the geology of the location is above the seismically preferred glacial till earth (a hard, compact mixture of soil particles, including boulders, gravel, sand, silt, and clay, that's created when glaciers move over solid rock.) Often called "hard pan" because it's so hard, it is normal and expected that groundwater is present.

As was explained in the 2003 geotech report the water table elevations fluctuate with time, and groundwater levels are dependent upon seasonable precipitation, irrigation, land use, and climate conditions.

SNO911 agrees with and has authorized Lydig to proceed with their recommended 4-step mitigation plan. This effort was not part of the original construction budget; however, contingency will be used of roughly \$100,000, and no changes to the project budget are being requested at this time. These are reasonable and responsible steps to mitigate risk for our new facility. Time is of the essence because some slab work⁴ has already started to bring in the upgraded PUD power. Had this been tackled later the costs would be significantly higher, but work and equipment is already onsite.

References:

1. Lydig 4/19/2024 email Subject: SNO911 geotech report comparisons
2. Lydig 4/25/2024 Water Intrusion Mitigation Recommendations
3. Underslab drainage plan
4. Building B Basement slab work Images

Reference 1 - Geotech Report Comparision

From: [Tim Lewis](#)
To: [David Curran](#); [Kelly Holman](#); [Levi Jette](#); [Jeff Jenks](#); [Steven Beslow](#); [Kurt Mills](#); [Terry Peterson](#); [Wade Anderson](#); [Diana Brown](#); [Casey Mish](#); [Mony Thach](#)
Cc: [Bob Heggenes](#); [Matt Wagner](#); [Nick Smith](#)
Subject: SNO 911 - Geotech report comparisons
Date: Friday, April 19, 2024 9:16:39 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

All,

Following up from yesterdays' OAC meeting to recap the information in the two Geotech reports from 2003 and 2023.

With some quick research, it appears the conditions in the initial Geotech report from the original build for Bldg B indicate perched groundwater. Granted, I don't see the map referencing boring locations from the 2003 survey...

GROUNDWATER

Geotech report 12/19/2003

The exploratory borings and hand auger borings were checked for the presence of groundwater during and immediately following the drilling and excavating operations. Groundwater was not encountered in Exploratory Borings B-1 through B-3. However, perched groundwater was encountered in our hand auger borings HA-1 through HA-3 at approximately 2 and 2.5 feet below the existing site grades. Even though groundwater was not encountered in our exploratory borings at the time of our investigation we did encounter more permeable soil layers that can develop perched groundwater systems.

It should be recognized that water table elevations may fluctuate with time. The groundwater level will be dependent upon seasonal precipitation, irrigation, land use, and climatic conditions, as well as other factors. Therefore, water levels at the time of the field investigation may be different from those encountered during the construction phase of the project. The evaluation of such factors is beyond the scope of this report.

Groundwater flow may become heavier during construction, which takes place during the wet weather season (typically October through May). This may cause difficulties with the grading and excavation work. Certain remedial and/or de-watering measures may be required.

The recent Geotech report is what we're basing the water level from, as it makes sense as far as depths go to the bottom of the elevator footing. This report indicates perched groundwater directly above the "very dense lodgement till", interpreted as groundwater seepage.

4.4 Hydrology

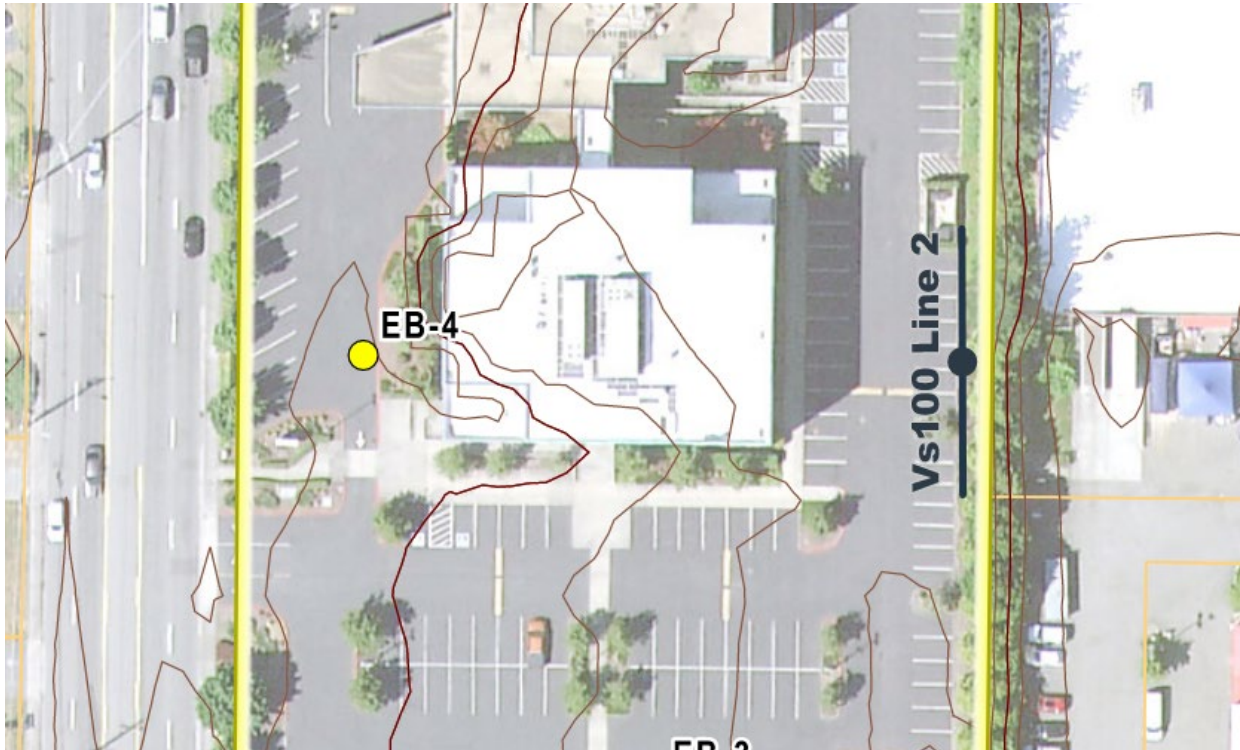
Geotech report 7/11/2023

Exploration boring EB-4 encountered increased moisture content and slight groundwater seepage at depths of approximately 10 to 12 feet. This range generally corresponded to the base of the loose fill soils immediately above very dense lodgement till. We interpret this observed groundwater seepage as interflow.

In areas underlain by lodgement till, it is common for shallow perched seepage to accumulate seasonally at the base of more-permeable fill deposits. Groundwater perched within the loose fill sediments, or weathered till surface, is known as "interflow," and is perched atop the underlying, dense, low-permeability, unweathered till. This water may travel laterally and typically will follow the ground surface topography.

It should be noted that the occurrence and level of groundwater seepage will largely depend on the soil grain-size distribution, topography, seasonal precipitation, on- and off-site land usage, and other factors. Our field explorations were conducted in mid-June when groundwater levels are typically declining but the interflow network is commonly connected.

Further, the topography under Bldg B shows a slope directed at the center of the structure – right where the elevator footing sits. Also, the elevator footing is the deepest portion of the structure – well below the perimeter footing drains...



This information tells me that it makes sense that we're seeing water – at least from my perspective. Would love to know if the water has always been there – we don't see evidence that the basement level has ever been flooded.

Let me know if you'd like to discuss.

Tim Lewis | Superintendent

Lydig Construction
3180 139th Ave SE, Ste 110 Bellevue, WA 98005
P. 425.885.3314 | C. 206.900.1898

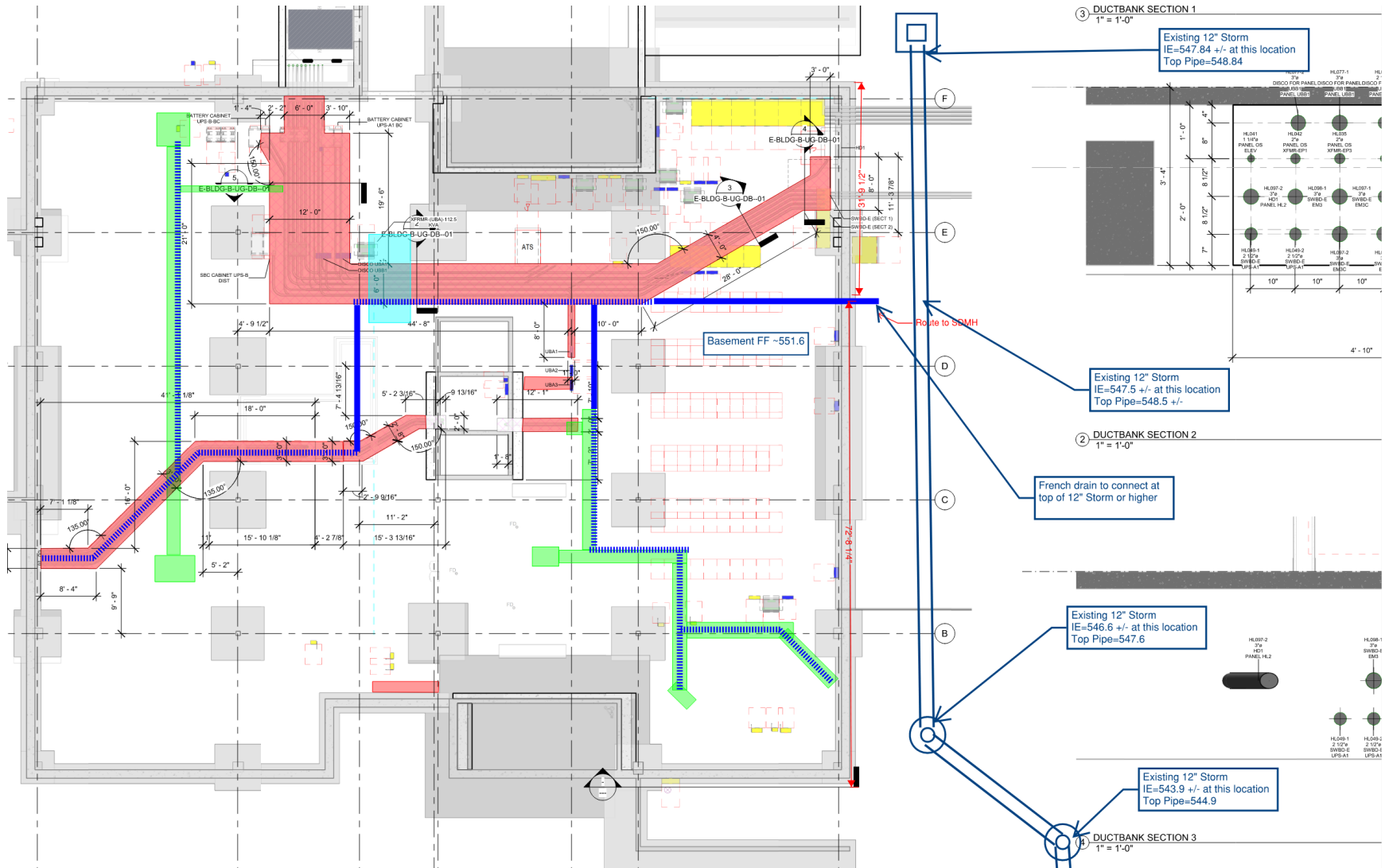
Reference 2 - Water Intrusion Mitigation Plan

Project: SNO911
Title: Water Intrusion Mitigation
Date: 4/25/2024
Rev No: 0



Water Intrusion Mitigation						
	Option 1 No Modifications to Existing Conditions	Option 2 Add Floor Drain in Radio / IT Server (Data Center)	Option 3 Add water stop at slab cuts	Option 4 Add Existing Foundation Drainage Cleanouts	Option 5 Lower and Replace Perimeter Foundation Drainage	Option 6 Under Slab Drainage
Differentiating Factors						
Detailed Description and Overview	Auburn has completed a series of line scoping onsite and Lydig has been observing the water behavior inside the building via open trenches and micropiles. Based on all observations and research, the consensus is the water is maintaining at a consistent water level and the existing capillary break and footing drains appear to be performing per their original design.	Auburn proposes installing a floor drain West of Row C in Radio / IT Server Room. To service the floor drain, Auburn will provide a backwater valve accessed by a floor cleanout adjacent to the west wall across from Future Row E.	In lieu of cold joints at slab pour back locations, provide a waterstop product to inside edge. This is right thing to do regardless of the potential for water intrusion. The PDB team will incorporate this scope as part of the pour back plan.	Add cleanouts to the existing foundation perimeter drain at the NW and SW building corners.	Lower and replace foundation perimeter drain around South, East, and West sides of Bldg B. Due to the existing invert elevations, we would only gain about 1 foot of depth.	Add under slab drainage to provide additional pathways for the ground water to travel. New under slab drainage will tie into the existing storm system catch basin at the SE corner of the building.
Design and Construction Quality Project goals:	Initial design is functioning. Per geo engineer, water should not rise above the footing drain level as long as the footing drainings remain operational. This option does not offer any additional design or construction quality to the project.	This will allow a pathway for water to be routed out of the Data Center IF any water were to come up through the SOG. The backwater valve will provide access to cleanout and barrier from water backing up the drain line.	Option 3 would provide an additional barrier to inhibit water from rising up through the cold joints.		The storm drain main along the east side of Building B is deep enough to drain new footing or French drains	Reference attached layout of proposed under slab drains that would be installed at a similar elevation as the perimeter footing drains.
Operations and Maintenance Notes:	SNO911 facility personnel would be monitoring footing drains and that cleanouts are maintained.	Auburn will include a backflow valve with cleanout for ease of access and maintenance. The drain will be tied into the building waste line.	No maintenance required.	Option 4 would facilitate monitoring and maintenance of the existing foundation drains	No way to monitor or maintain without digging up or adding option 4 cleanouts.	Maintain at new interior cleanouts.
Project Risk Notes:	Does not address if footing drainings fail and allows underslab water levels to rise.	If water were to come up through the slab, there is not currently a place for the water to go to safety escape. This allows for a focused drain location.	If the footing drainings fail, the water level could rise and be pushed through the cold joints at the pour backs.			Existing soils do not accommodate quick draining conditions. The water level has maintained at the elevation of the existing footing drains.
Potential Impacts						
Project Cost / Schedule Impacts Criterion:	No time or cost impacts	If proceeding while performing base scope of work, cost is estimated to be \$10,000 and there would be no time impact. The PDB Team is proceed with the scope of work within the GMP.	The PDB Team will proceed with the scope of work within the GMP.	ROM: \$20,000	Additional excavation, drainage, landscaping, and hardscaping would be required. ROM: \$250,000.	Additional cost to sawcut, excavation, supply and install drain, pour back, and tie into existing storm system.
Recommendation						
PDB Team Recommendation Describe which Option	Allows a single point of failure at the footing drains. Further mitigation is recommended.	This is a reaction based solution. PDB Team recommends adding a floor drain and backflow preventer as a best value risk mitigation avenue.	The PDB Team recommends adding a waterstop product along the SOG trench as a low cost option to impede the water from rising up through the joints.		PDB Team does not recommend proceeding with Option 5 based on the initial expense vs overall benefit.	This options provides a secondary means of underground drainage. It could be a good option for some redundancy underground. ROM: \$66,000

Reference 3 - Underslab Drainage Plan



4. Building B – Basement Slab Work

