



SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
September 19, 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 Policy:** Public Comments limited to 3 minutes on discussion items related to agency business.
2. **Public Comments**
3. **Approval of Agenda**
4. **Consent Agenda**
 - A. Minutes from the August 15, 2024 Regular Board Meeting.....3
 - B. August 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1060-1061, and 19207-19321, for a total of \$4,658,592.06
 - ii. Payroll Direct Deposit, in the amount of \$1,447,789.89
5. **New Business**
 - A. APF - Appointive Employees Policy Revisions.....8
 - B. APF – Personnel Administrative Policy Revisions.....9
 - C. APF – 2024 RRP Fleet Expansion Radio Requests.....191
 - D. APF – Surplus of IT Items.....199
 - E. APF – Pre-Hire Authority204
 - F. Real-Time Intelligence Center (RTIC) Discussion.....205
6. **Reports**
 - A. Agency Report.....210
 - B. New Facility Project Update.....217
 - C. Radio Replacement Project (RRP)
 - D. Police TAC

E. Fire TAC	
7. Committee Reports	
A. Finance Committee	223
B. Personnel Committee	225
C. Future Facility Committee (No Meeting - See 6B of Agenda)	
D. EMS Joint Task Force	227
E. Public Safety Tech Committee (PSTC)	
F. County EESCS Committee (formerly County E911 Office)	
G. County ECSF Program Advisory Board	
8. WCIA Annual Report	268
9. Good of the Order	
10. Adjourn - The next meeting is scheduled for October 17, 2024	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

Hybrid Meeting - South County Fire August 15, 2024

Board Members & Management in Attendance	☐ Jon Nehring - President	Marysville	☒ Jonathan Ventura (Zoom)	Arlington Police
	☒ Dave DeMarco (Zoom)	Everett Fire	☐ Dale Kaemingk	Brier
	☒ Ryan Lundquist	SRFR	☒ Kurt Mills	SNO911
	☒ Michael Fearnough	South County Fire	☒ Terry Peterson	SNO911
	☒ Don Waller (Zoom)	Marysville Fire	☒ Andie Burton (Zoom)	SNO911
	☒ Joel Johnson (Zoom)	Fire District 24	☒ Marlin Herolaga	SNO911
	☒ Susanna Johnson (Zoom)	SCSO Sheriff	☒ Rosie Akopyan	SNO911
	☐ Ken Klein	Snohomish County	☒ Wade Anderson	SNO911
	☒ John DeRousse (Zoom)	Everett Police	☒ Howard Tucker (Zoom)	SNO911
	☒ Judy Tuohy	Everett	☐ Steve Lawlor	SNO911
	☒ Rod Sniffen	Edmonds Police	☒ Jordan Stephens	Legal Counsel
	☒ Jeff Beazizo (Zoom)	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 (Zoom)	SRFR	☒ Jim Lawless	Marysville Police
	☐ Paul Gagnon	Everett Fire	☒ Jenna Nand	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	Mntk Terrace PD
	☒ Jeraud Irving (Zoom)	Everett Police		
Guests and Staff in Attendance	Riley McGinnis, public	Tiffani Brown, SNO911		
	Tom Jordal, Mukilteo (Zoom)	Sharon Brendle, SNO911		

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Public Comments	A. Call to Order: Vice-President Dave DeMarco called the meeting to order at 8:30 a.m. Roll call was taken by Deputy Director Terry Peterson, and a quorum was confirmed. B. Announcements: Chief DeMarco is filling in for Mayor Nehring today. He announced he had a hard stop to adjourn by 9:30, or he would have to turn it over to another Board member. Director Mills also announced that through their work with the Snohomish County EMS task force, they have discovered that assessed valuation and population is not calculated in the County Assessor's numbers for the borough of Quilceda Village. He added that there may be an issue with the formula they're currently applying to those areas. He explained that they continue to examine this issue and don't think it's significant, but will come back to the board with an update. C. Public Comments: None	
2. Approval of Agenda	No changes to the Agenda were proposed. Chief Jeff Beazizo moved to approve the agenda as presented. The motion was seconded by Sheriff Susy Johnson and approved unanimously.	Agenda Approved

3. Consent Agenda	Chief Beazizo moved to approve the Consent Agenda, including: A. Minutes from the July 18, 2024 Regular Board Meeting. B. July 2024 Blanket Voucher & Payroll Approval Form: i. Checks 1053-1059, and 19060-19206, for a total of \$7,064,725.92 ii. Payroll Direct Deposit, in the amount of \$1,376,306.05. The motion was seconded by Councilmember Julieta Altamirano-Crosby and approved unanimously.	Consent Agenda Approved
4. Old Business	A. Fleet Expansion Inventory Order. Deputy Director Peterson presented the proposal to replenish the number of radios in their stock inventory. This follows requests for fleet expansion they have received from their member agencies for adding vehicles to their fleet. These would be new, additional units, rather than replacements. Staff suggests keeping around 30 of each type of radio in inventory to cover the urgent needs. Today they requested 24 mobiles, 10 police portables, and 26 fire portables. The balance of Fund 140 had been depleted this year, so they are requesting using RRP Contingency funds for this purchase. There are still sufficient contingency dollars remaining. This action has been recommended by the Finance Committee. Chief Beazizo moved to authorize staff to order the radios, software and accessories defined in the APF to be funded, as needed, from RRP Contingency. The motion was seconded by Assistant Chief Rod Sniffen and approved unanimously.	Motion Approved
5. New Business	A. APF – Public Safety Technology Initiative. i. Director Mills recalled that the Board previously approved a three-year extension of the Tyler contract. Staff was tasked with moving swiftly to set up a structure for evaluating the public safety core technology that's currently in use. He is asking for authorization to establish a committee of Board members and SNO911 representatives to act as a policy committee. Once established, the committee will work on initiating an RFP and hiring a consultant to help guide them through their decision process. He anticipates this process will likely take most of next year in order to reach a decision. If changes are recommended, they would then move to an implementation phase. He had asked for people to express their interest in participating and received word from two fire chiefs, and two police chiefs. Chief Jeff Beazizo moved to authorize creation of the Public Safety Technology Committee (PSTC), as described in the APF. The motion was seconded by Councilmember Altamirano-Crosby and approved by all. ii. Vice-President DeMarco opened the floor for nominations to serve on the new committee. Deputy Director Peterson announced they were looking for two representatives from Fire and two from Police. Assistant Chief Ryan Lundquist nominated himself, and Councilmember Altamirano-Crosby nominated Chief Cole Langdon. Chief Don Weller nominated	Motion Approved

	Chief DeMarco and Chief Bob Eastman, and Chief Beazizo nominated Chief John DeRousse and Chief Jonathan Ventura. After some discussion, it was decided to open it up to additional people who may be interested in participating in the committee, as well. Deputy Chief Jim Lawless moved to close nominations with Councilmember Altamirano-Crosby seconding the motion. That motion was approved by all. Deputy Chief Lawless moved to approve the group nominated to serve on the PSTC Committee. Assistant Chief Sniffen seconded the motion, and it was approved, with Chief DeRousse abstaining. iii. Additional funding for the initiative. Director Mills proposes creating a Capital Plan CP-037, to cover expenses for engagement with a consultant as well as specific activities, such as market research through attendance at conferences or site visits. Chief Beazizo moved to authorize the creation of Capital Project ‘Public Safety Software Initiative’ with initial funding of \$250,000 from Fund 80-Capital. The motion was seconded by Assistant Chief Lundquist and approved by all. B. APF – Non-Emergency AI Assistant. Director Mills recalled that the proposal had been included in the budget packet from last month, but they now wish to start working on it earlier than next year. This action would affect non-emergency calls, which are prioritized at a lower level than 911 calls. This results in frequently long hold times for the caller. He reported seeing more and more implementations of AI solutions in handling non-emergency calls that help to guide the caller to what they need. Asked if there was any concern expressed by the labor groups, Director Mills said they had discussed the proposal with them, and both groups were ecstatic about the possibilities. Questions and concerns were shared, including: • Requesting a report on the average hold time on non-emergency calls. Staff has the data on that and will share it with the board. • Needs reassurances that there will be initial triggers that will transfer the call to a 911 call taker, if needed. Director Mills explained the technology can make the determination that it is an actual emergency and can quickly transfer the call, or will direct the caller to hang-up and call 911. • Requests to see the data, once implemented, on length of time changes to the non-emergency line with the new technology. Chief Beazizo moved to authorize creation of CP-038 for Non-Emergency AI Solution, with Capital funding of \$50,000. The motion was seconded by Deputy Chief Lawless and approved by all. C. APF – Declaration of Emergency regarding radio tower air conditioning. Deputy Director Peterson reported that currently there are over 20 radio sites in the County for the land-mobile radio system. At each site, in addition to the tower, there is a shelter	Members of the PSTC were selected Motion Approved
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	that houses expensive technology, along with a generator and air conditioner. The capital plan includes a schedule for planned replacement of equipment over the next four years, and this year four of the sites had already been scheduled. They recently discovered two additional sites which were experiencing catastrophic A/C failure and the Radio team proposes using the same vendor that successfully had gone through the bidding process for the initial four. Additional information for this proposal was included in the APF. Age of the equipment, at 20 years, was the reason for the failure. <i>Chief Beazizo moved to approve Emergency Resolution #2024-001 to authorize staff to work with ACCO Engineered Systems to procure and install two additional sites of HVAC in an amount not to exceed available funding allocated for HVAC in 2024 from Capital Fund 85. The motion was seconded by Councilmember Altamirano-Crosby and approved by all.</i>	
6. Reports	A. Agency Report. Besides the items in the packet, Director Mills reported that the agency is in the early phase of trying a pilot project to support Law Enforcement with their use of the Flock License Plate reading cameras. A number of agencies in the County have already deployed those cameras. They will update the board in the future on this project. Chief John DeRousse expressed his appreciation for SNO911 taking part in the pilot project. He also spoke about other types of detection devices that Everett Police are pursuing through a grant request. Director Mills also mentioned some other technologies they are learning about and ways in which SNO911 can continue to support their member agencies. B. New Facility Project Update. Director Mills included some project update information and photos in the Agency Report, and spoke about the benefits of using the Progressive Design Build process. C. Radio Replacement Project (RRP). Manager Howard Tucker advised that the team continues to work towards completion and are still on schedule for cut over in early 2025. They are also starting to schedule the functional testing of the radio system in the next few weeks. Coverage testing will begin at the end of September and run through November. Lots of progress is expected in the next few months. Deputy Director Peterson announced that they will conduct some press releases and events for everyone to learn about the progress being done on with the Radio System. They will share a schedule of these events with the board in the near future. D. Police TAC. No meeting. The next meeting is scheduled for September 10th. E. Fire TAC. No meeting. The August meeting was canceled.	
7. Committee Reports	A. Finance Committee. All business was previously discussed. B. Personnel Committee. No meeting. C. Future Facility Committee. No meeting. D. EMS Joint Task Force. Chief DeMarco recalled that an updated report on the progress of the task force was shared with the board last month. SNO911 has been approached by both the Fire Chiefs	

	and the SCEMS board to develop a Service Level Agreement in order to host and provide employee support (hiring 4 people) to the new EMS Agency. They are asking the board to support staff to begin those negotiations. <u>Consensus was reached by the Board to support staff and legal to move forward on the project.</u> Commissioner Roy Waugh added that everything has gone very smoothly so far, and everyone is excited about moving the new agency along to achieve better oversight and efficiencies. The Fire Chiefs group will next receive a final presentation in September. If approved, the new Consortium's ILA will come together and the new agency will begin operations on January 1st. E. County EESCS Committee (formerly County E911 Office). No meeting. F. County ECSF Program Advisory Board. No meeting.	
8. Good of the Order	• Chief DeMarco reported that the date and time for Dr. Michael Copass's memorial in King County is scheduled for September 10th at 6:30 p.m. Museum of Flight. Dr. Copass was instrumental in the shaping of paramedic education programs from the mid 70s to the present. • Sheriff Johnson expressed her appreciation to SNO911 for helping her agency with the recording and the two radio calls to memorialize Sgt. Kennard who passed away in the Line of Duty thirty years ago today. • Chief Ventura also announced via Zoom chat that there will be a Lunch & Learn on September 5th from 11 a.m. to 1 p.m. at the Everett Naval Station to establish a real time intelligence center.	
10. Adjourn	The meeting was adjourned at 9:10 a.m. The next meeting is scheduled for September 19th at 8:30 a.m. via Zoom.	



ACTION PROPOSAL FORM

Date: 09/11/2024

Action Title: Appointive Employees Policy Revisions

Background / Purpose:

The agency has completed a comprehensive legal review of all policies. Substantive changes impacting our Personnel Administrative Manual (PAM) require updates to be reflected in our Appointive Employees Policy as well. Below is a summary of the changes for the Committee's consideration.

- **Pay Steps** – added language changing the alignment of pay step advancements to correspond with employee's hire date anniversary, rather than January 1st of each calendar year. This change will only impact any new hires, existing employees pay adjustments will continue to change each January, until the employee reaches the top of their salary range. The purpose of this change is to transition all appointive employees' salary changes to align with the whole organization. Currently, only represented staff step advancements are processed based on hire date, and appointive staff are on January 1st.
- **Eligibility for Reinstatement** – added language outlining the Agency's willingness to reinstate individuals who left our employment in good standing, and request to come back within less than a year from separation. The policy being proposed will allow, upon approval by the employer, for the reinstatement of the individual's salary step and PTO accrual rate to the same as the date they left employment.
- **Retirement Plans** – As of June 1, 2024, Operations Managers are eligible to partake in the PSERS retirement plan through the Department of Retirement Services. This information has been added to the Appointive Employees Policy since Operations Managers are part of the appointive staff.
- **Miscellaneous grammatical edits** – minor grammatical edits and title corrections have been updated throughout the document.

Recommendation/Motion:

Recommend approval of all revisions as presented, with any edits suggested at the meeting.



1121 SE Everett Mall Way, #200
Everett, WA 98208

APPOINTIVE EMPLOYEES POLICY

Issued 07/19/2018
Revised 01/10/2024,
09/11/2024

Purpose Statement

The purpose of this policy is to explain compensation, hours of work and benefit policies for non-represented appointive staff of Snohomish County 911 (SNO911) employees. Unless otherwise stated, this policy shall be the governing policy for appointive employees.

Health and Dental Benefits

SNO911 will offer full-time employees medical, dental, and vision insurance coverage. Full-time employees are those who regularly work 30 hours or more per week. Effective January 1, 2019, employees must participate in a cost share. Effective January 1, 2024, the employee's cost share of medical premiums will be a pre-tax deduction. The cost share for medical and vision is 3% for employee-only and 5% for employee plus. Dental cost share is 5% for employee only and 15% for employee plus. Employees must regularly work 30 hours a week to participate in employer-sponsored health and dental plans. In addition, employees are eligible for accidental death & dismemberment and group term life insurance (\$50,000).

Any employee who opts out of medical coverage after providing adequate proof of insurance shall be entitled to an opt-out payment of five-hundred fifty dollars (\$550.00) per month.

Wage & Salary

SNO911 desires to pay wages and salaries that are competitive with other employers in the marketplace in a way that will be fair and equitable and in compliance with all applicable statutory requirements. SNO911 applies the same principles of fairness and external comparability to all employees, regardless of age, ancestry, national or ethnic origin, organizational level, race, religion, gender, sexual orientation or disability that does not prohibit performance of essential job performance.

Through a process called position evaluation and classification, the knowledge and skill, work difficulty and autonomy, scope of responsibility and degree of impact for each exempt and non-exempt job at SNO911 are compared. Once jobs are assigned a classification level, jobs are compared with external market data. Each job is assigned a 7-step pay range (from STEP-1 minimum to STEP-7 maximum). Every 3-5 years, SNO911 will examine the market conditions in an effort to ensure ongoing comparability. Changes in pay grades will be made as approved by the SNO911 Board of Directors after review of market conditions and the agency budget. Newly appointed employees will be placed in a step commensurate with their experience, qualifications and business needs, but will generally not exceed mid-range step placement.

Defined Workweek

The workweek is defined as Sunday 12:00 AM – Saturday 11:59 PM.

Work Schedules

All employees are expected to have a regular work schedule. The standard schedule is Monday through Friday, 8:30 AM to 4:30 PM unless otherwise approved. Employees wishing to voluntarily adjust their regular weekly schedules may submit a request to their department head. Final approval is determined based on the needs of the department. Alternative schedules may be adjusted back to a standard (5 days of 8 hours) schedule whenever business needs require.

Pay Days¹

The two paydays per month occur on the 7th and the 22nd of each month, with the exception of bank holidays, when paydays will occur on the nearest available bank day. The two pay periods per month are the 1st through the 15th and the 16th through the last of the month. SNO911 does not control the actual time that banks deposit funds into personal accounts.

Direct Deposit

All paychecks for SNO911 employees are electronically transferred by direct deposit to the employee's designated bank account. Each employee must submit a direct deposit authorization form to the finance office. When changing banks the employee must notify the finance office. Direct deposit changes may take up to 10 days before activated by the bank.

Deductions from Paychecks

SNO911 is required by law to make certain deductions from each employee's paycheck each time one is prepared. Mandatory deductions include:

- Federal income tax
- Other state taxes (workers comp, etc.)
- Washington State Public Employees Retirement System (PERS)
- Medicare portion of Social Security
- Applicable wage assignments (garnishments)

These deductions will be itemized on the check stub. The amount of the deductions may depend on your earnings and on the information furnished on the W-4 form regarding the number of dependents/exemptions claimed. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Finance office immediately, to ensure proper credit for tax purposes. Additional voluntary deductions may also be made (e.g., cost-sharing for dependent health coverage). Any errors in pay, including; overpayments, shortages, inaccurate deductions, or pay does not accurately reflect all hours worked, including overtime, should be reported to the Finance office (payroll@sno911.org) immediately. SNO911 will promptly investigate all reported issues and, if appropriate, take corrective action. Retaliation against an employee who raises a concern about improper pay is prohibited.

Pay Steps

At the discretion of the Executive Director, an employee may receive an annual increase up to two steps, based on performance and pre-approved budget. Effective October 1, 2024, all new employees will receive their step advancements, upon approval and satisfactory performance, on their hire date anniversary (pay change will be in effect the pay period following the anniversary date). All existing Snohomish County 911 employees, hired prior to October 1, 2024, will continue to receive their step advancements effective January 1st, until they reach the top step of their salary grade. The existing employees who reach or are already at the top step of their salary grade, will transition to their hire anniversary date or the date they entered their current position, for any performance evaluation tracking purposes. Any job change, such as a promotion, demotion, or reclassification, will change the employee's pay anniversary date and subsequent step advancement anniversaries to correspond with the effective date of the new position.

~~The effective date for authorized progression to the next available pay scale step is January 1 based on a satisfactory performance evaluation that was completed at the end of the evaluation cycle of October 1 through September 30 from the preceding year.~~

Cost of Living Adjustments (COLA)

The Board of Directors will determine and approve the COLA for the upcoming calendar year, if any, that will become effective on January 1st unless otherwise specified by the Board of Directors.

Retention Bonus

Employees will receive a retention bonus of \$1,500 awarded every five years of service, starting with \$1,500 for 5 years of service and increasing by \$500 increments for each additional five years of service, to be paid when they reach their incremental anniversary dates.

Example: An employee reaches their 15 year anniversary. The employee will receive \$2,500.

Retention bonuses will not be pro-rated if an employee separates from employment prior to reaching an incremental anniversary date.

On-Call Stipend – Operations & IT Staff

Appointive staff who are called in after hours for a critical event, service disruption or urgent agency operational needs that require their presence are eligible for \$100 stipend, subject to their manager and director approval. This is expected to be a rare occurrence and only available for serious operational needs. This would not qualify when an employee voluntarily adjusts their schedule and is designed for unforeseeable events.

IT and Operational departments will each establish a rotational on-call schedule. Appointive staff that are subject to on-call duties are also eligible for \$300 for each week they are scheduled to be on-call and may respond remotely when feasible.

Standby and Call-Out Pay for Radio

After normal business hours and on weekends, the department director will establish an on-call

rotational schedule of one Electronic Communications Specialist (ECS) to be on Standby, which is defined as being available to take calls and respond to radio sites during the hours of 5 pm – 8 am on weekdays and anytime on Saturday, Sundays, and holidays. The identified ECS will be paid 10% of their current hourly wage for being available for Standby duty. Standby hours **do not** count toward the calculation of Overtime.

The Standby ECS who is Called-Out, will receive Call-Out pay for a minimum of 3 hours or the actual hours worked, to resolve the issue. If a second call-out occurs within the 3-hour minimum, the respective technician will remain on call-out pay until the new issue is resolved without an additional 3-hour minimum.

Call-Outs are paid at the rate of one and one-half times the individual's hourly rate. Since Call-Outs are already paid at a rate equivalent to Overtime pay requirements, Call-Out hours are **not** to be counted toward the calculation for Overtime pay. An ECS will only receive the greatest level of compensation for the hours identified as Standby or Call-Out time. SNO911 does not pay Call-Out Pay and Stand-By pay for the same hours.

Cell Phone Stipend

Snohomish County 911 requires a subset of appointive positions to be accessible after-hours for emergencies and urgent needs of the agency. For those individuals who must be routinely available, including times outside of on-call hours, may receive the Cell Phone Stipend. For those individuals issued an agency cellphone, the stipend is not available. For those who utilize their own personal cellphone, whether their personal line of service, or an agency provided line of service, the stipend is available.

Employees identified by the Director are eligible for a cell phone allowance of up to \$60 per month, provided the employee signs the cell phone agreement and adheres to the Public Records Act related policies. The cell phone stipend recipients list will be reviewed by the Directors annually (by January 31st), payment will be made on the employee's regular paycheck and will be classified as a taxable fringe benefit.

Exempt and Non-exempt Positions

At the time of hiring all employees are classified as "exempt" or "non-exempt". This is necessary because, by law, some employees are entitled to overtime pay for hours worked in excess of forty hours (40) per workweek. These employees are referred to as "non-exempt". Non-exempt employees are not permitted to work overtime unless authorized by the Department head or Executive Director. Part-time employees are classified as "non-exempt" employees.

Exempt employees are directors, managers, supervisors, professional staff, and technical staff whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Fair Labor Standards Act and any applicable state laws.

Non-exempt Staff

All full time non-exempt employees will have a regular schedule of 40 hours a week.

Overtime

From time to time, it may be necessary for non-exempt employees to perform overtime work in order to complete a special or time-sensitive project or to cover unforeseen absences. All worked hours over 40 hours in a workweek must be paid at the overtime rate of time and a half, or the employee may be permitted to flex their schedule and work less hours during the same work week. Overtime is normally pre-approved by the Department ~~Head-Director~~ or Executive Director for pre-planned work and should only be necessary in special circumstances, not to ~~—complete the daily routine.~~ The employee may choose remuneration by either pay or comp time-off at a rate of one and one-half times the employee's regular hourly pay rate. The comp time will be bankable. The maximum number of hours an employee can bank in comp time is 40 hours.

Flex Time

Non-Exempt employees may flex their regular schedule to meet business or personal needs with approval from the Department ~~Directorhead~~. It is expected that all hours of the standard 40-hour workweek will be accounted for either through worked hours or the use of PTO.

Exempt Staff

All Exempt employees will have an 80-hour schedule over a two-week period.

Alternative Schedules

Exempt employees must have a regular schedule. Employees wishing to work something different than a traditional 5 days at 8 hours (5/40) schedule, may submit a request to the Department ~~Directorhead~~. Final approval is determined based on the needs of the department and requires approval by the Executive Director. Alternative schedules may be adjusted back to a standard 5/40 schedule whenever business needs require.

Flex Time - Exempt Staff

Employees may flex their regular schedule to meet business or personal needs with approval from the Department ~~Directorhead~~. It is expected that all regular hours of the standard schedule will be accounted for either through worked hours or the use of PTO.

Exchange Time

There is no overtime or comp time for exempt staff. ~~However, w~~When occasional weekend or off hours work is required, exempt staff may use exchange time to take an equivalent number of hours off at a later time, ~~and~~ with manager approval. The amount of ~~e~~Exchange time shall be calculated in quarter-hour increments, with employee time from 1 to 7 minutes may be rounded down, and thus not counted as hours worked, and employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time. Exchange time should be used as soon as possible after being earned, and prior to an employee using PTO time. This time is not "bankable" and is not available for cash-out. It is the employee's responsibility to document accumulated exchange time and to submit to their manager or Department ~~Directorhead~~. Employees should seek pre-approval from their manager prior to accumulating exchange time hours, or notify the manager as soon as practical. Employees should report exchange time balances to managers weekly or at the manager's discretion. Managers are responsible to ensure employees manage their exchange time responsibly. Any time a mix of exchange and PTO is used, it must clearly be defined on the PTO form. Exchange time balances above 80 hours must be reported to the Director. ~~Balances may never exceed 170 hours.~~

Severe Weather Policy

Except for emergency personnel, employees will be granted an excused absence with pay when the SNO911 Executive Director or designee has declared a weather emergency. Non-emergency employees may be sent home and/or have their workday canceled. If time is missed due to any other weather conditions, the time must be made up or a PTO day must be used. If the employee chooses to make up the time, it must be done within the same pay period (exempt) or same work-week (non-exempt).

Any decision to declare a severe weather day and/or to send non-emergency personnel home will be announced verbally and by email. The SNO911 Executive Director or designee will also advise the dispatch center supervisor of any declaration of a severe weather day. Employees should monitor those sources to determine if an emergency has been declared, and if so, the level of emergency. Any weather emergency that is in effect at the start of a work day or shift shall be considered in effect for the entire shift regardless as to when the emergency is actually canceled.

Termination Pay

SNO911 hopes and expects that employees will give at least two weeks' notice in the event of intent to leave employment. An employee should submit a written notice of resignation to his/her supervisor a minimum of ten working days prior to the date of departure.

Any applicable unused PTO up to 750 hours will be paid to the employee with the final paycheck, whenever possible, or as soon thereafter as possible, depending upon the SNO911 pay cycle and schedule, and the date of notification to terminate. All hours in excess of the 750 hours of PTO will be forfeited upon termination.

ELIGIBILITY FOR REINSTATEMENT

Individuals who separated from employment with Snohomish County 911 in good standing and seek to return to employment with the agency within less than twelve (12) months from the date of separation, can be considered for reinstatement. Reinstatement, if approved by the Executive Director upon recommendation from the Department Director, will allow for restoration of their pay step and PTO accruals rate, that were in place at time of separation.

Worker's Compensation Coverage

The State of Washington workers compensation law is an insurance plan that provides benefits for any injury an employee may suffer in connection with employment. All employees are covered by workers compensation for any injury caused by the job – not just serious accidents, but even first aid type injuries. All injuries and illnesses incurred on the job shall be reported to a supervisor as soon as practicable. You may seek treatment from any provider; however, the provider must be certified through Washington State to receive payment. If emergency treatment is needed, the employee may go to the nearest medical facility.

Failure to complete the necessary paperwork may result in a denial of your claim or cause a delay in processing and payment. The employee is encouraged and expected to return to work as quickly and safely as possible following an injury. The employee must submit a SNO911 incident form as soon as practicable.

Retirement Plans

Each employee regularly working more than 20 hours per week is required to select and participate in a retirement plan ~~Public Employee Retirement Savings (PERS) Plan~~ through the Department of Retirement Services (DRS). As of June 1, 2024, employees occupying the position of Operations Manager, are eligible to join the Public Safety Employee Retirement Savings Plan (PSERS). Employees occupying the position of Operations Manager, hired prior to June 1, 2024, are eligible to maintain their participation in the Public Employee Retirement Saving Plan (PERS) or elect to join PSERS. Any employee hired as an Operations Manager after June 1, 2024, will automatically be eligible to participate in PSERS only.

Additionally, employees are eligible to participate in Deferred Compensation Plans (DCP) offered by ~~the~~ SNO911: one 457 plan and one 403(b) plan, with a ROTH option. Employees are eligible to contribute the maximum allowed by law under each of the plans. Employees will receive a 3.5% employer contribution based on the employee's monthly base salary toward their selected Deferred Compensation Plan(s).

Employees are eligible for an additional contribution match of up to 2.9% of their monthly base salary, with a matching minimum 2.9% contribution by the employee. The employee's contribution for the 2.9% match must go to the same retirement account the employer match is placed in.

Holidays

Holidays are paid at 8 hours per occurrence. Employees who normally work a longer shift/day are required to use PTO to receive full pay for the day. Employees on an unpaid leave of absence are not eligible for holiday pay. Part time employees will be eligible for the number of hours they are normally scheduled to work if the workday falls on the observed holiday. The following days are paid holidays:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Native American Heritage Day	Christmas Day	

Floating Holidays and 10-year Longevity

Each employee is entitled to two floating holidays (8 hours per holiday) per calendar year. The floating holidays will be credited on January 1st as 16-hours₂ per year₂ in the employee's PTO bank. New employees will be credited on their date of hire. Upon completion of ten (10) years of service₂ each employee will receive an additional 8-hours PTO annually, to be credited on January 1 commencing with January 1 of the year in which the tenth anniversary occurs. Employees who regularly work fewer than 40 hours per week will receive a prorated amount based on the number of hours they regularly work.

Leave

Employees are required to exhaust all paid leave balances prior to going into unpaid leave status except as otherwise required by law. Discretionary unpaid leave should be avoided and is subject to approval by the Director.

Paid Time Off (PTO)

Each employee will accrue PTO on a daily rate basis. Each employee will accrue PTO hours each day they are in Regular Full-Time Paid Status. Increases in the rate of accrual based on longevity will occur on the anniversary date (see table below). The PTO hours provide paid time off for planned time away from work and for authorized unplanned time away from work. Each employee will be eligible to sell back up to 160 hours of PTO time each calendar year, provided they have the equivalent numbers of hours remaining in their PTO balance. The following schedule shall apply to determine the annual PTO accrual for full time employees:

After Months Completed	Daily Rate	Annual Total
0	0.526027397	192
23	0.591780822	216
59	0.657534247	240
107	0.723287671	264
119	0.756164384	276
203	0.854794521	312
323	0.887671233	324

Part time employees will accrue leave at a reduced rate. New employees will start accruing PTO time on their date of hire. There is no cap on the leave bank accruals. SNO911's PTO benefit fulfills the agency's obligation to provide paid sick leave under state law and this PTO policy will be administered in compliance with applicable law.

Employees may use accrued PTO for any of the covered reasons under Washington's Paid Sick Leave law, including: due to the employee's own or a family member's illness, injury or health condition; when the employee or a family member is the victim of sexual assault, domestic violence or stalking; or when SNO911 or the employee's child's school or place of care is closed by order of a public official for any health-related reason. Employees who would like to use PTO for one of these reasons should provide notice as soon as the need for leave becomes known; for foreseeable absences, please provide notice ten days in advance. SNO911 will not tolerate retaliation against any individual who uses PTO for one of these authorized purposes.

Use of PTO for Annual Vacation Leave

All vacation requests must be approved in advance. An employee may request up to 160 hours consecutive PTO as annual vacation leave unless otherwise approved. An employee may request additional consecutive vacation time or other pre-planned time off. Each manager will establish a vacation schedule that both enables convenience to the employee and provides for the needs of the organization.

Bereavement Leave

SNO911 will grant bereavement time off with pay in the event of death in the immediate family of the employee. Bereavement leave is not deducted from PTO. The maximum number of working days of

leave shall be three (3), except that when the death occurs outside the state, in which case additional time, not exceeding two (2) days, will be granted. If an employee needs additional time beyond the bereavement leave guidelines, PTO time may be requested.

Immediate family shall be defined as spouse, children, stepchild, sibling, parent, stepparent, mother-in-law, father-in-law, grandparent; grandchild, significant other or any relative who is a legal/permanent resident living in the immediate household of the employee.

Breaks

SNO911 does not have defined break times in which operations stop for a specified period of time. It is recognized, however, that occasional pauses for rest are desired and helpful, and should be taken as the need arises and workload permits. Non-exempt employees are entitled to a paid ten-minute break for every four hours of working time; where the nature of the work permits, an employee may take intermittent rest periods equivalent to ten minutes per four hours worked. Employees are responsible for monitoring their break periods. Any employee who is not receiving sufficient rest breaks should promptly notify their supervisor or Human Resources. Additionally, for one year following childbirth, employees who are nursing mothers are entitled to breaks during the workday for the purpose of expressing breast milk.

Lunch Period

Work hours will include a 30-minute paid lunch period. Any time in excess of a 30-minute lunch should be deducted from the employee's PTO bank~~is on the employee's personal unpaid time~~. Lunch periods cannot be taken at the end of an employee's shift and should be scheduled as close to the middle of the shift as practicable. Non-exempt employees are required to take their lunch breaks and cannot work through their lunch period.

Uniforms

Uniforms may be purchased for employees who have public facing roles or for staff that must travel through remote land and across privately-owned land, for easy identification of personnel working in an official capacity.

¹ Pay day change will become effective March 2024.



Action Proposal Form

Date: 09/11/2024

Action Title: Personnel Administrative Policy Revisions

Background / Purpose:

The agency has completed a comprehensive review of all policies to ensure regulatory and legal compliance, along with some edits to clarify purpose and intent of the policies. The Personnel Administrative Manual (PAM) consists of several chapters. In order to provide a report of changes in an effective manner, this presentation has been organized by chapter, with a brief explanation of changes to each policy identified in the table provided below.

PAM	TITLE	Brief Description of Changes
CHAPTER ONE – ORGANIZATIONAL INTRODUCTION		
1.2	Core Ideology	Removed reference to 'citizens' and replaced with 'members of the public,' as per legal
1.5	Chain of Command	Identified new labor partner, AFSCME
CHAPTER TWO – WORKPLACE PROFESSIONALISM		
2.1	Standards of Conduct	Removed an inapplicable violation identified by legal
2.3	Drug and Alcohol-Free Workplace	Removed reference to 'medical' marijuana as this no longer applies
2.5	Selling and Solicitation	Removed reference to 'citizens' and replaced with 'members of the public,' as per legal
2.7	Personal Appearance	Minor language edits and added reference to virtual meetings
2.8	Employee Safety and Accident Prevention	New section added regarding accident prevention
2.9	Nepotism	Added HR staff family members as ineligible for hire
2.11	Harassment Discrimination in Violation of State and Federal Laws	Clarified responsibilities for all employees
CHAPTER THREE - EMPLOYMENT		
3.2	Recruitment for Vacant Positions	Clarified language regarding need for fully completed applications
3.3	Probationary Periods	Minor grammatical edits
3.4	Hours of Work and Work Assignments	Added language identifying how non-exempt employees clock in/out for off-site work

3.5	Training Attendance	Removed redundant language and clarified existing process. Added language to address pay and travel time for non-exempt employees (non-represented)
3.6	Separation and Termination	Substantial language edits to clarify purpose of the policy, proper notice requirements, added language to identify the layoff process and rehire status
3.7	Personnel Records	Language revised to better identify processes for reviewing personnel files and for requests to remove disciplinary documents by an employee
3.8	Telephone Required	Minor grammatical edits to clarify intent
3.9	Local Government Whistleblower Protection	Properly identified applicable protections
3.10	Appointments to the Office of Training and Standards	Duplicate documented process exists, eliminate PAM
3.11	Telework Remote Work	Retitled and revised language to identify as remote work and removed redundant language, along with minor edits
CHAPTER FOUR – PERFORMANCE MANAGEMENT		
4.1	Performance Evaluations	Change language regarding cadence for perf evaluation process and appeals
4.2	Internal Investigations	Substantial language edits to clarify the process, remove redundant language, clarified responsibilities and PAL process
4.3	Corrective Action	Removed redundant language, added explanation re demotions, removed outdated chart and language already identified in 4.2
CHAPTER FIVE – COMPENSATION AND BENEFITS		
5.1	Pay Periods and Paycheck Distribution	Updated payroll dates and minor language edit for clarification purposes
5.2	Compensation and Benefit Plans	Duplicate documentation exists in collective bargaining agreements and the Appointive Employees Policy
5.3	Working out of Class	Minor grammatical edits
5.4	Jury Duty	Removed inapplicable language
5.5	Time Clock/Time Cards	Minor language edits and clarification of hierarchy for Dispatchers.
5.6	Health Benefits During Leaves and Post Separation	Retitled and substantially revised language to clarify process
5.7	Paid Holidays WA State Paid Leave	Removed redundant policy and replaced with WASL portion from 5.8

5.8	PTO Policy	Removed WASL (moved to 5.7) and edits to clarify use of PTO
5.9	Retirement Plan Eligibility	Added new Retirement System-PSERS and identified qualified positions
5.10	Employee Assistance Programs	Expanded on resources available
5.11	Shared Leave	Eliminated policy with agreement from both labor partners: AFSCME & PSEU. Upon approval, balance of hours will be refunded to current employees whose donations were not used.
5.12	Referral & Mentor Bonus Program	Substantive edits to program, change to when referring employee is eligible for the bonus and removed expired mentor program.
5.13	Business Travel & Reimbursement	Minor grammatical edits
5.15	Meals and Refreshments	Minor grammatical edits
5.16	Employee Recognition	Edits to identify process change
5.17	Education Assistance	Minor grammatical edits to clarify policy and processes
CHAPTER SIX – ATTENDANCE AND LEAVES OF ABSENCE		
6.1	Attendance	Minor grammatical edits to better define policy
6.2	Vacation Leave	Clean up of redundant language and added sabbatical leave language for Dispatchers
6.3	Military Leave of Absence	Edits to remove redundant language and clarify process
6.4	Medical Leaves of Absence and Accommodations	Retitle, edits and clarifications of leave related calculations and processes based on legal advice. Most significant change is the addition of a form for employees to designate how to apply WASL designated PTO in case of FMLA qualified leave.
6.6	Bereavement Leave	Edits to identify process and clarify policy. Added clarification re use of leave within 90 days of initial notice
6.7	Domestic Violence Leave	Minor grammatical edits
6.8	Break Time for Nursing Mothers	Edits to comply with recent regulatory changes as per legal
6.9	Unpaid Leave for Reasons of Faith and Conscience	Added reference to corresponding regulatory language and minor language edits

6.10	Paid Family and Medical Leave (PFML)	Substantial edits to requirements and process: employees now required to: provide ESD approval letter, Intermittent PFML use must be reconciled with payroll, and return of any PTO can only be prospective
6.11	Human Resources Notifications	Redundant policy language, propose to eliminate
CHAPTER SEVEN – PROPERTY MANAGEMENT		
7.1	Privacy in Communications	Edits to clarify that the policy applies to entire agency.
7.2	Equipment Issue and Care	Deleted unnecessary language
7.3	Food and Beverages in the Dispatch Center and Technical Equipment Rooms	Edits to more clearly identify expectations re snack and meals at work
7.4	Operation & Maintenance of vehicles	Clarifications re use of take-home vehicles and documentation requirements
7.5	Acceptable Use of Technical Resources	Minor title corrections and grammatical edits
7.6	Building & Security	Language added from recent legislative changes, per legal, and minor edits
7.8	Use of Advanced Authentication for Remote Access	Minor edits re agency name and titles

Recommendation/Motion:

Recommend approval of all revisions as presented, with any edits suggested at the meeting.



PERSONNEL ADMINISTRATIVE MANUAL (PAM)

Effective 5-23-2018, revised 10-9-2023, 9-11-2024

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CHAPTER 1

ORGANIZATIONAL INTRODUCTION

**Snohomish County 911
Personnel Administrative Manual
POLICY #1.1**

INTRODUCTION

Issued 5/23/2018

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

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

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

INTENT OF POLICIES

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

SCOPE OF POLICIES

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

CHANGING THE POLICIES

As the need arises, the Executive Director may modify these policies. The Executive Director may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of Snohomish County 911.

**Snohomish County 911
Personnel Administrative Manual
POLICY #1.2**

CORE IDEOLOGY

Issued 5/23/2018

Revised 5/1/2019, 9/11/2024

INTRODUCTION

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

MISSION

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

VALUES

Integrity:

Demonstrating personal responsibility through ownership of our actions.

Vision:

Readiness for the future through planning and innovation.

Excellence:

Commitment to the highest standards in every service we provide.

Empathy:

Demonstrating unbiased caring and patience.

Proactive:

Forward thinking that anticipates next steps, then following through.

CODE OF ETHICS

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #1.3**

PURPOSE, AUTHORITY, AND JURISDICTION

Issued 5/23/2018

ORGANIZATIONAL PURPOSE

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

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

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

AUTHORITY AND JURISDICTION

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

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

reliable manner to the agency having jurisdiction, or to notify that agency in the manner aforesaid.

**Snohomish County 911
Personnel Administrative Manual
POLICY #1.4**

ORGANIZATION STRUCTURE

Issued 9/28/18

Bargaining unit employees are identified in the collective bargaining unit. All other employees are appointed staff.

The current organizational structure will be displayed on the following page.

**Snohomish County 911
Personnel Administrative Manual
POLICY #1.5**

CHAIN OF COMMAND

**Issued 5/23/2018
Revised 9/11/2024**

PURPOSE

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

DEFINITIONS:

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

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

POLICY

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

PROCEDURE

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

UNLAWFUL ORDERS

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

BYPASSING THE CHAIN OF COMMAND

Employees are expected to adhere to the chain of command within reason. The Chain of Command policy does not prohibit employees from communicating or cooperating with others in the organization who are not their direct supervisor or manager; rather, the chain of command creates the structure to allow the efficient and effective execution of our mission. Also, certain personnel policies of Snohomish County 911 will require employees to report to someone other than their direct supervisor in the chain of command. Any manager who feels the chain of command has been bypassed unnecessarily will direct that employee back to his/her supervisor.

COLLECTIVE BARGAINING MATTERS

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

CHAPTER 2

WORKPLACE PROFESSIONALISM

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.1**

STANDARDS OF CONDUCT

Issued 5/23/2018
Revised 9/11/2024

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.2**

SMOKE AND TOBACCO FREE WORKPLACE

Issued 5/23/2018

POLICY

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

SCOPE

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

TOBACCO FREE AREAS

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

ELECTRONIC CIGARETTES FREE AREAS

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.3**

DRUG AND ALCOHOL FREE WORKPLACE

Issued 5/23/2018

Revised 9/11/2024

POLICY

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

Marijuana, even if used in compliance with state law ~~regarding medical marijuana consumption~~, is federally categorized as an illegal controlled substance.

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

SCOPE

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

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

REHABILITATION

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

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

DRUG TESTING AND VIOLATIONS

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

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

ENFORCEMENT GUIDELINES:

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

REFERENCES:

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.4**

FRAGRANCES IN THE WORKPLACE

Issued 5/23/2018

PURPOSE

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

DEFINITIONS

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

SCOPE

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

RESPONSIBILITY AND ENFORCEMENT GUIDELINES

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

DOCUMENTATION REQUIREMENTS

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

ENFORCEMENT

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.5**

SELLING AND SOLICITATION

Issued 5/23/2018

Revised 9/11/2024

POLICY

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

GENERAL GUIDELINES:

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.6**

PERFORMANCE OF DUTY / PHYSICAL AND MENTAL CONDITION

Issued 5/23/2018

INTRODUCTION

Employees must be physically and mentally alert to perform their duties, as inattention or distraction jeopardizes the safety of our user agencies and the general public.

PERFORMANCE OF DUTY

Employees are responsible for notifying their supervisor, and requesting the use of leave, if they are on medications(s) that cause drowsiness or impact their alertness and attention, are ill, or are otherwise incapable of safely and competently performing their job duties.

PHYSICAL AND MENTAL CONDITION

The Executive Director may require any employee to obtain psychological or physical examination(s) to resolve any questions as to their fitness for duty.

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.7**

PERSONAL APPEARANCE

Issued 5/23/2018

Revised 9/11/2024

POLICY

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

SCOPE

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

GENERAL GUIDELINES:

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

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

GROOMING AND HYGIENE

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.8**

SAFETY AND HEALTH EMPLOYEE SAFETY AND ACCIDENT PREVENTION

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Revised 9/11/2024

INTRODUCTION

It is our policy to provide a workplace free from recognized health and safety hazards. It is the responsibility of all employees, at all levels, to practice work habits that support and promote safe and healthful work conditions and prevent accidents. To be successful, all employees must incorporate the proper attitudes toward injury and illness prevention. No employee should ever perform a task or work with equipment that he/she considers to be unsafe. Snohomish County 911 establishes standards of operation and performance and makes them known to all employees. Employees who intentionally violate safety or health rules will be subject to disciplinary action.

ACCIDENT PREVENTION

Snohomish County 911 employees are responsible for performing their duties with their personal safety and the safety of those around them in mind. The only true method of accident prevention is to be always safety conscious. Employees are required to participate in safety training based on the recommendations of the Safety Committee or the Executive Director or designee. Participation in training must be documented to ensure accountability to the Safety Committee.

FIRE PREVENTION

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

HAZARD COMMUNICATION

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

ACCIDENT REPORTING

Any employee experiencing an injury at work should complete the "Report of Employee Personal Injury" form immediately and forward to their supervisor, who in turn will forward

to Human Resources. If the injury results in a visit to a health care provider, the employee should inform the health care provider that this may be a work-related injury. Minor injuries shall be reported at the time they occur in case a more significant problem emerges later.

SAFETY ~~AND HEALTH~~ COMMITTEE

Employees wishing to participate ~~as~~ a member of the safety committee, should make their ~~request-interest~~ known to their manager when nomination announcements are sent seeking volunteers to their immediate supervisor or manager ~~Operations Manager~~. Minutes of any discussions or action decisions shall be maintained and forwarded to the management team.

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.9**

NEPOTISM

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Revised 9/11/2024

POLICY

Immediate family of current Snohomish County 911 employees will not be employed by Snohomish County 911 where:

1. One party would have authority or practical power to directly supervise, appoint, remove, or discipline the other;
2. Any party with access to confidential material has a duty not to access or view the information for an immediate family member. Any inadvertent access will promptly be reported to that party's immediate manager or the Executive Director. One party would be responsible for auditing the work of the other.
- 2.3. If they are related to any employee in the Human Resources Department.

For this policy, immediate family is defined as the employee's spouse, domestic partner, child, step-child, foster child, parent, brother or sister, brother- or sister-in-law, mother- or father-in-law, son- or daughter-in-law or other relative who lives in the employee's home.

If two employees are or become immediate family members and, in Snohomish County 911's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to remain with Snohomish County 911, unless reasonable accommodations as determined by Snohomish County 911 can be made to eliminate the potential problem. The decision as to which employee will remain with Snohomish County 911 must be made by the two employees within thirty (30) calendar days of the date they become immediate family members, or in the event that they have been immediately family members for some time, such notice is given by Snohomish County 911 that a decision must be made. If no decision is made by the deadline, Snohomish County 911 reserves the right to terminate either employee.

With regard to shift work, when the conditions above apply (#1 & #2), immediate family members may work at Snohomish County 911, but may not work on the same shift or on shifts which overlap. The Executive Director or his/her designee may issue a temporary waiver during an emergency or other crisis.

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.10**

PERSONAL RELATIONSHIPS

Issued 5/23/2018

INTRODUCTION

Snohomish County 911 maintains a work environment where employees maintain clear, appropriate boundaries with each other, law enforcement agencies, and members of the public who we serve. Such boundaries between personal and business relationships are necessary for the smooth, professional and effective conduct of business. This policy does not preclude the development of friendships or romantic relationships between coworkers. It does, however, establish clear rules that apply to such relationships, both during and outside of work hours. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their ability to influence others, their access to sensitive information, and the increased risk of liability that attaches to their actions and their status as role models.

DEFINITION

Personal relationship is defined as a relationship between individuals of a romantic, sexual, dating, or intimate nature.

Note: Also see Nepotism Policy for formal relationships between coworkers.

GUIDELINES:

1. During work time and in work areas employees shall limit personal discussions to minimize distractions, maintain productivity, and avoid offense to coworkers.
2. During non-work time, such as lunch breaks, rest breaks, and before and after shifts, employees may have appropriate personal conversations off the dispatch floor. Such conversations should not involve comments, jokes, or other communications that are sexually, racially, or otherwise offensive to coworkers who may participate in or overhear them.
3. Employees are prohibited from engaging in any physical contact of a romantic, affectionate, or sexual nature during work time or on Snohomish County 911 premises.
4. Employees whose personal relationships with coworkers negatively affect the working environment with loss of productivity, offense to coworkers, or other issues will be subject to disciplinary action.

5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not negatively affect the work environment. An exception to this policy, however, is romantic, sexual, dating or intimate relationships between supervisors and subordinates.
6. An employee who is involved in a romantic, sexual, dating, or intimate relationship with another employee may not work directly for or supervise another employee with whom he or she is involved. Supervisors are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.
7. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose to the Executive Director or Human Resources the commencement and/or existence of any sexual, intimate, romantic, or dating relationship with another employee, regardless of the actual or expected duration of the relationship. This disclosure will enable Snohomish County 911 to determine whether any action needs to be taken to address issues of risk, conflict of interest, or concerns of improper influence due to the relative positions of the individuals involved.
8. Where problems or potential risk are identified, Snohomish County 911 will work with the parties involved to resolve any concerns. For example, Snohomish County 911 must ensure that the parties involved no longer work together on matters where one is able to influence the other or take action for or against the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
9. In some cases, a shift transfer or reassignment may be necessary. Refusal of an alternative position, if available, will be deemed a voluntary resignation.
10. Failure to cooperate with Snohomish County 911 to resolve such a situation may be deemed insubordination.
11. The provisions of this policy apply regardless of sex or sexual orientation.
12. Where doubts exist as to the specific meaning of the terms used above, employees should seek clarification or explanation from the Executive Director, any manager, or Human Resources.

**Snohomish County 911
Personnel Administrative Manual
POLICY #2.11**

HARASSMENT DISCRIMINATION IN VIOLATION OF STATE AND FEDERAL LAWS

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Revised 9/11/2024

INTRODUCTION

Snohomish County 911 has a responsibility to provide a work environment free from unlawful harassment, and to set forth the procedure for investigating and resolving complaints of unlawful harassment.

GUIDELINES

Harassment, discrimination or retaliation against an applicant or employee by a supervisor, management employee, co-worker, client, contractor, business invitee or customer on the basis of race, creed, religion, color, national origin, disability, age, marital status, sex, sexual orientation, veteran's status, or other protected class status is explicitly in violation of State and/or Federal law and will not be tolerated by Snohomish County 911.

At Snohomish County 911 we want to ensure that no one is subjected to behavior that is harassing, intimidating, retaliatory, discriminatory (HIRD) or creates a hostile working environment because of legally protected status.

Employees, supervisors or managers found to be participating in any form of unlawful harassment or retaliation against any other employee shall be subject to disciplinary action up to and **including termination from employment.**

All jobs with Snohomish County 911 are extremely important to the public safety of our community. It is critical all employees treat all other employees with dignity and respect. It is the responsibility of each and every employee to make sure any violations of this policy are immediately reported so that violations can be promptly addressed in order to ensure a professional and respectful work environment for all employees free from unlawful harassment, discrimination and/or retaliation.

DEFINITIONS:

ALL EMPLOYEES ARE RESPONSIBLE FOR UNDERSTANDING THE DEFINITIONS

For the purposes of clarification, harassment includes but is not limited to the following behaviors:

Verbal Harassment - Epithets, derogatory comments, intimidating or threatening remarks, slurs, propositioning, or otherwise offensive words or comments on the basis of race, creed, religion, color, national origin, disability, age, marital status, sex, sexual orientation, age, veteran's status, or other protected class status, whether made in general, directed to an individual, or to a group of people and regardless of whether the behavior was intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

Physical Harassment - Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, creed, religion, color, national origin, disability, age, marital status, sex, sexual orientation, age, veteran's status, or other protected class status. This includes pinching, patting, grabbing, inappropriate behavior in work areas, in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

Visual Forms of Harassment – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes (to include electronic communications), bulletins, drawings or pictures on the basis of race, creed, religion, color, national origin, disability, age, marital status, sex, sexual orientation, age, veteran's status, or other protected class status. This applies to both posted material and material maintained in or on Snohomish County 911 equipment or personal property in the workplace.

Sexual Harassment – Any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Snohomish County 911-ALL EMPLOYEES AND MANAGERS ARE EXPECTED TO BE AWARE OF THEIR RESPONSIBILITIES

Management and Supervisors:

It is the responsibility of management to develop this policy, keep it up to date, and to ensure that any violation of this policy of which they become aware is dealt with fairly, quickly, and impartially. All managers and supervisors also have the responsibility of setting the proper example.

It is the responsibility of supervisors to enforce the policy, to conduct and document an annual review with each employee to ensure they know the policy, and to regularly check the workplace and environs to make sure the policy is being followed. When a deviation from this policy is noted or reported, supervisors shall bring this information to management immediately. All supervisors also have the responsibility of setting the proper example.

Employees:

It is the responsibility of each and every employee to know the policy and to follow the policy. It is imperative that every employee treats every other employee with dignity and respect. Workers have a responsibility to report violations of this policy if they are an offended party or if they observe offensive behavior in violation of this policy in their work environment.

ALL Snohomish County 911 EMPLOYEES AND MANAGERS WILL BE EXPECTED TO OBSERVE THE FOLLOWING COMPLAINT PROCEDURE

If any person feels they are the victim of any form of harassment, they should inform the person(s) participating in this behavior that he/she finds it offensive. This one-on-one confrontation has been demonstrated to be an effective way to end harassing behaviors. The offended employee, however, may not feel comfortable confronting the offending employee, or may find that such confrontation was ineffective in stopping the behavior. In these circumstances, the offended employee can initiate a formal complaint as described below, whether or not the employee confronts an offending party.

Complaints should be reported immediately after the objectionable event occurs.

Complaints may be submitted verbally or in writing. However written documentation is desirable and helpful to the investigation. A written account of the situation should include the following:

- The name(s) of the person(s) alleged to have engaged in the prohibited conduct and the date(s) it occurred.

- A specific and detailed description of the conduct that the employee believes is discriminatory or harassing.
- Witnesses.
- A description of an appropriate remedy suggested by the employee.

Complaints may be submitted to either affected party's supervisor or manager, a manager in another division, to Human Resources, or directly to the Executive Director.

All supervisors and managers are required to report complaints (verbal and written) and incidents brought to their attention to the Executive Director.

INVESTIGATIONS

All complaints brought by or against Snohomish County 911 employees will be promptly investigated.

Investigation will be thorough, honest, impartial, discrete, and conducted in accordance with contemporary legal and technical requirements.

In some cases, the matter may be referred to outside investigatory resources as necessary to ensure a proper investigation and/or the prevention of conflicts of interests.

All employees are required to fully cooperate with the investigation in a truthful manner. Failure to do so may result in disciplinary action up to and including termination.

DISCIPLINARY ACTION WILL BE TAKEN AS APPROPRIATE

If unlawful harassment is determined to have occurred, Snohomish County 911 will take prompt and effective remedial action against the harasser designed to end the harassing, discriminatory, or retaliatory behavior.

The action will be commensurate with the severity of the offense, up to and including termination from employment.

RETALIATION IS PROHIBITED

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including dismissal. The Executive Director will take reasonable steps to protect the victim and other

potential victims from further harassment, and to protect the victim from any retaliation as a result of communicating the complaint.

CONFIDENTIALITY

In order to conduct a full, fair and impartial investigation, confidentiality and/or anonymity cannot be guaranteed, but will be maintained to the fullest extent possible.

CHAPTER 3

EMPLOYMENT

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.1**

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

Issued 5/23/2018

POLICY

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

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

DISABILITY ACCOMMODATION

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

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

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

RELIGIOUS ACCOMMODATION

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

REFERENCE

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.2**

RECRUITMENT FOR VACANT POSITIONS

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Revised 9/11/2024

INTRODUCTION

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

GUIDELINES:

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

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

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

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

VETERANS' PREFERENCE

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.3**

PROBATIONARY PERIODS

Issued 5/23/2018

Revised 9/11/2024

PURPOSE

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

GUIDELINES:

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.4**

HOURS OF WORK AND WORK ASSIGNMENTS

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INTRODUCTION

The policies and procedures in this policy provide guidelines for the planning and coordination of hours of work. The Department ~~Managers~~ Directors will be responsible for setting hours of work for each department. See the current labor agreement(s) for additional specifications for bargaining unit employees.

GUIDELINES:

Hours of Work: The hours of work for all employees will be determined by needs of the organization and the most efficient and economic assignment of staff. ~~Employees who do not work the scheduled shift must provide documentation according to department procedures.~~

Changes in Work Hours/Shifts: Employees are subject to changes in work hours and shifts for business purposes. Employees requesting changes in a work schedule must submit a written request for approval ~~do so~~ at least two (2) weeks in advance, ~~and is subject to the approval process.~~

Changes to assigned work location: Upon documented approval from their supervisor to start their day at a site other than their primary work location, non-exempt employees shall clock in when they leave their residence and clock out upon returning home.

Personnel Remaining at Work Position (Emergency Communications Center - ECC): ~~All p~~Personnel are expected to remain on their work assignments until relieved or released by the on-duty supervisor ~~or the end of their designated shifts~~. Breaks will be taken in a manner consistent with departmental policies. ~~Any deviation from these expectations requires advanced notification to their supervisor or manager.~~

Overtime: Employees must seek approval prior to working any overtime.

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.5**

TRAINING ASSIGNMENTS ATTENDANCE

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INTRODUCTION

Employees wishing to attend training should follow established procedures to request approval training. Training classes and schedule adjustments must be approved prior to the training taking place. The training request may also be initiated by the Training Office, Supervisor, or any member of the Leadership team on behalf of the employee. The employee's schedule should be adjusted to minimize overtime whenever possible. ~~It is the responsibility of the employee to find out prior to attending training if the classroom hours will count as work time.~~

Employees who are scheduled for training and do not attend may be subject to corrective action, may not receive expense reimbursement and may be required to repay reimbursements received. Employees who are unable to attend training due to illness or other unforeseen circumstances, should notify their supervisor or manager as soon as practical.

TRAINING ATTENDANCE:

- ~~• Mandatory Training: Employees participating in mandatory training will be paid regular hours, unless otherwise approved.~~
- ~~• Voluntary Training: Employees participating in voluntary training will not be counted as work time, unless otherwise approved.~~

TRAVEL AUTHORIZATION AND ALTERATION OF PRE-APPROVED EVENTS:

1. Travel requires advanced approval. The travel authorization shall provide a best estimate of the total costs of the planned travel.
2. Non-exempt ~~E~~employees will be considered on "Day Shift" and will have their schedule temporarily changed to 5x8 status if necessary for travel and training purposes, unless otherwise noted.
3. Expenses for non-employees (i.e. Board members, volunteers) may only be reimbursed with approval of the Executive Director or Board Chair.

4. No personal expenses are to be reimbursed. Any employee who knowingly receives public funds for personal/non-public expenses shall be subject to corrective action.
5. Any normal travel time in excess of one day each way, which is brought about by the employee's choice of transportation, will be charged to the employee as PTO time. Paid time for travel shall be clearly resolved in accordance with FLSA guidelines in advance of authorizing travel.
6. Alteration of travel plans and itineraries must be pre-approved by the traveler's manager. In emergency situations, the manager should be contacted as soon as possible.
7. In the event of a travel alteration or cancellation, employees are expected to return any advanced/excess funds to Snohomish County 911 within a reasonable time (generally within fifteen (15) days).

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.6**

SEPARATION AND TERMINATION

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Revised 9/11/2024

INTRODUCTION

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

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

- Resignation notices should be submitted in writing to the employee's~~your~~ manager. The notice should include the anticipated last day of employment.
- Snohomish County 911 requests that employees provide at least two (2) weeks written notice of their intention to retire or to resign. In lieu of continued employment after notice is provided, Snohomish County 911 reserves the right to provide the employee with a maximum of two (2) weeks' pay and immediately discontinue the employment relationship.
- Employees will be notified if their resignation is accepted, and with a confirmation of the employee's last day of employment.
- Employees will receive their final paycheck and accrued PTO cash-out in accordance with collective bargaining agreements, policy, payroll procedures and the minimum requirements of state law.
- Employees will be invited to participate in an Eexit interview, which provides for the opportunity to discuss any questions or concerns and to freely express views about working at Snohomish County 911. Employees may request any management or Human Resources representative they wish to conduct the interview.
- Employees who leave Snohomish County 911 employment are expected to return all property and equipment (for example, keycard, ID badge, laptop, keyboard, etc..) on or before their final day of employment.

Involuntary: An involuntary termination of employment is a management initiated dismissal. Discharge-Dismissal may be for any reason, including lay-offs, misconduct, absenteeism, unsatisfactory performance, inability to perform, failure to follow established policies and procedures, or other grounds Snohomish County 911 believes warrant dismissal. The inability of an employee to perform the essential functions of the job with a reasonable accommodation may also result in an involuntary termination. In many cases, progressive

corrective action will be used prior to termination in an attempt to correct a problem. ~~However, c~~Certain types of employee misconduct are so severe that one incident of misconduct ~~will~~ may result in dismissal.

Job Abandonment: Employees who fail to report to work and do not contact Snohomish County 911 for two (2) consecutive workdays, shall be considered to have abandoned the job without notice, effective at the end of their second scheduled shiftwork day. Supervisors are to notify the management team immediately when an employee has failed to report to work and make contact~~at the expiration of the second workday~~. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire. Employees who wish to appeal their separation due to job abandonment, may provide an explanation of the~~have~~ extreme circumstances (such as a medical or natural disaster that prohibited~~s~~ them from reporting to work and/or contacting Snohomish County 911), ~~may appeal~~ to the Executive Director, ~~who will consider if the voluntary resignation will be upheld~~.

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

ELIGIBLE FOR REHIRE

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

- 1) ~~the employee had provided w~~Written notice at least two (2) weeks prior to the effective date (in cases of voluntary resignation or retirement) was provided at time of resignation
- 2) ~~the employee returned a~~All company property was returned at time of separation prior to departure
- 3) ~~the employee~~ Separation was not due to dismissal~~ed due to misconduct for cause~~
- 4) Separation was not a result of a resignation in of lieu of termination for cause~~the employee did not resign to avoid disciplinary action~~
- 5) ~~the employee had a satisfactory attendance record, and~~
- 5) The employee had a satisfactory performance record.

REDUCTION IN FORCE – LAYOFF

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

A layoff list will be established with the names of affected employees, in order of tenure in the position. The list will be in effect for one year from the date of layoff. If during the term of the layoff list the position the employee held becomes vacant, Snohomish County 911 will attempt to notify the individuals on the list with a seven (7) business day response deadline. The notification will be mailed to the most current mailing and email addresses on file.

~~An employee name may be removed from the layoff list for the following reasons:~~

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

EMPLOYMENT VERIFICATION AND REFERENCES

All requests for employment verification and/or references regarding current or previous employees on behalf of Snohomish County 911 must be referred to the management team or Human Resources.

If requested by a current or previous Employee, are free to provide feedback as a personal references; however as a personal reference, the employee is not acknowledged as a spokesperson for Snohomish County 911 and may not share employment related information including but not limited to the employee's performance, attendance, conduct, or disciplinary records.

Snohomish County 911 requires a signed release from the current or previous employee in order to respond For privacy reasons, to reference or employment verification inquiries. about employee information must be in writing and include a written release by the employee. In most cases, employment reference checks will generally include job title, salary, reason for termination, and eligibility for rehire.

FINAL PAY

Employees will receive their final paycheck on the next scheduled pay date. Represented employees' final pay will be processed according to their corresponding collective bargaining agreement(s). Appointive staff will receive their final pay according to the Appointive Employees Policy. They may also receive any unused PTO time, up to 750 hours.

CHANGE OF ADDRESS

Departing employees shall notify Snohomish County 911 with any change of address by calling or emailing Human Resources within the following twelve (12) months after separation. This will ensure receipt of tax records and other information in a timely manner.

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.7**

PERSONNEL RECORDS

Issued 5/23/2018
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INTRODUCTION

The agency will establish and maintain a personnel records system which can include a copy of each employee's application, the employee's job title, the rate of pay, date of employment, the organizational shift assignment, reports of all personnel actions including disciplinary actions, reports of work performance, employment history and such other records, reports or information as deemed pertinent. The ~~administration~~ Human Resources office shall be the central deposit for all such personnel records and files. These records may be maintained in paper or electronic form.

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

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

CONFIDENTIALITY

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

INSPECTION OF PERSONNEL FILES

Employees may inspect their personnel file ~~at a reasonable time~~ by advance request to the Human Resources office. The personnel file must remain under the supervision of Human Resources staff, while review is being conducted. No documents may be removed from the personnel file. Copy requests will be handled by the Human Resources staff.

Submit a Request to Review Personnel File

Reviews will be supervised by the administrative staff

- ~~No materials will be removed from any file~~
- ~~Copies of any material in the employee's personnel record may be requested. Any record relating to investigation of a possible criminal offense is exempt from examination~~

REMOVAL OF INFORMATION

The employee may petition the employer to remove a disciplinary document from their personnel file. ~~or modify information subject in the personnel record.~~ The employer will determine if sufficient time has passed from the date of the discipline and if the conduct that was the initial cause of discipline has been consistently corrected.

If an employee finds irrelevant or erroneous information in their personnel file exists and, they can submit a request to Human Resources to remove all such information from the file.

If the employer does not agree with a request for removal of any record from the employee's personnel file, the employee may submit a statement of rebuttal or correction for entry into the record. ~~Nothing prevents the employer from removing the information more frequently.~~ The Executive Director has the final authority on determining the outcome of requests for removal of disciplinary documents from an employee's personnel file.

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.8**

TELEPHONE REQUIRED

Issued 5/23/2018
Revised 6/18/2020, 9/11/2024

POLICY

All employees are required to provide Snohomish County 911 with an operable phone number. The purpose of this policy is to allow for Snohomish County 911 to contact an employee for staffing or emergency purposes.

All employees are required to have maintain operable phones and phone numbers at all times, including the ability to be contacted when off-duty by SNO911. This contact number can include, but is not limited to: landline, broadband or wireless. Employees must be available to be contacted by the employer in emergency, as well as, non-emergency situations. Employees are expected to maintain viable voice messaging that is set up and able to accept messages (voicemail, answering machine, family member, etc.) and employees are expected to acknowledge or respond to voice messages from SNO911 in a reasonable amount of time. Any employee who loses their phone access or experiences issues/outages with voicemail, must notify SNO911 their supervisor immediately or as soon as they are made aware of the issue.

REFERENCE

SOP A-004 Employee Contact Telephone

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.9**

LOCAL GOVERNMENT WHISTLEBLOWER PROTECTION

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IMPROPER GOVERNMENTAL ACTION

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

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

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

DEFINITIONS:

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

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

REPORTING PROCEDURES

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

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

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

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

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

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

PROTECTION FROM RETALIATORY ACTIONS

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

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

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

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

HEARING

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

(15) calendar days after the delivery of Snohomish County 911's response to the charge or forty-five (45) calendar days after the charge was given to Snohomish County 911 for response.

HEARING PROCEDURE

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

REFERENCE

Chapter 42.41 RCW

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.10**

APPOINTMENTS TO THE OFFICE OF TRAINING AND STANDARDS

~~Issued 5/23/2018~~

Removed 9/11/2024

INTRODUCTION

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

BACKGROUND

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

EXPECTATIONS

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

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

EXPRESSING INTEREST

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

ASSIGNMENT TO THE OTS

~~Assignments to the OTS are done by Director Appointment. The duration of an appointment is left to the Director's discretion; however the desire is to maintain an appointment for at least two years. Decisions on appointments will be made in part by the needs of Snohomish County 911, effectiveness of the appointee and the known interest of other qualified candidates.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #3.11**

TELEWORKREMOTE WORK

Issued 8/20/2020

Revised 9/11/2024

INTRODUCTION

~~Telecommuting Remote work~~ allows employees to work at home, on the road or in a remote location. ~~Telecommuting Remote work~~ is can be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Not all positions are suitable for ~~telecommutingremote work~~ and during normal operations, some functions are prohibited from occurring remotely. Remote workTelecommuting is not an entitlement or benefit, and it in no way changes the terms and conditions of employment with Snohomish County 911. Eligible employees may request telecommuting options to allow ~~employees~~ greater flexibility, or in response to a public health or safety crisis, subject to certain conditions.

Acceptance of a ~~telecommuting remote work~~ assignment is voluntary and does not alter the duties, obligations, responsibilities and/or conditions of employment with Snohomish County 911 unless specifically agreed upon in writing. The ~~telecommuting remote work~~ option is available only to those deemed eligible at Snohomish County 911's sole discretion. Either the employee or Snohomish County 911 may end the remote work assignment at any time with or without cause. Use of the ~~Telecommuting Remote Work~~ Policy is subject to the following conditions:

Eligibility:

Not all work performed by Snohomish County 911 lends itself to remote work. ~~Thus, please speak with your Department Director~~ s or their designees can determine whether the employee's about responsibilities and obligations ~~during the remote work period and whether your work is are~~ conducive to ~~a being performed~~ remotely, and whether employee's physical presentce is in the agency's best interests. working policy. At this time, oOnly aAppointive employees are eligible to request perform work remotely. work options and this permission may be withdrawn at any time when Snohomish County 911's may rescind remote work assignments as business needs require.

- ~~1. Teleworking is not appropriate for all employees. The employee and the department director must assess the work to be done at home and determine that it is of a nature that the employee's tasks can be performed successfully away from the Snohomish County 911 work site. For example, teleworking may not be appropriate for employees in positions that require face-to-face interactions and/or access to multiple paper files.~~

2.1. _____ The employee must be able to establish and maintain an adequate, safe, and ergonomic workspace as a home office.

3.2. _____ The employee must have demonstrated the ability to operate computer or other equipment independently for purposes of working from home. The need for specialized material or equipment in order to ~~telework~~perform remote work should be minimal.

4.3. _____ The employee must have demonstrated conscientiousness about work time and productivity, taking initiative to improve performance and the ability to work well alone.

5.4. _____ If the employee is non-exempt, the employee must have demonstrated compliance with Snohomish County 911's timekeeping and overtime pay policies.

6.5. _____ The employee must be in full-time status and in good standing.

Requesting Remote Work~~to telework~~:

Employees can make the request to perform remote work~~–Telework~~ directly to the ~~d~~Department ~~d~~Director, who will then assess the request and work with the employee to determine if the work can be performed remotely.

Remote workspace:

It is the responsibility of the employee to designate a remote workspace, which is typically a space in the employee's home (an office, spare bedroom, etc.). The remote workspace must be kept in a safe condition, free from hazards to both the employee and any ~~checked out~~Snohomish County 911 equipment. Should the employee sustain any injuries in their remote workspace and in conjunction with his or her regular work duties, the employee is responsible for notifying Human Resources ~~and their supervisor of such injuries~~ as soon as ~~is~~ practicable. Snohomish County 911 will not be responsible for any injuries to the employee or any third parties outside of the remote workspace or during the employee's non-working time or while performing non-work activities. Although occasional interruptions occur in any environment, a remote workspace with routine interruptions and disruptions is not suitable and would require suspension of remote work eligibility.

It is the employee's responsibility to maintain access to electricity and internet connectivity. If, while working from a remote workspace, the employee experiences technical issues for an extended period of time, ~~with computer or internet access~~ that prevent the employee from working remotely, the employee must notify his or her Department Director immediately. Interruptions to work caused by internet outages may require the employee to work from an on-site space for the remainder of the day, or until the outage is fixed.

Employees working from a remote workspace may, from time to time, be required to report to their usual work site as required by the needs of the business.

Remote Meetings:

Employees working from a remote workspace will be expected to attend all essential meetings via video conference or by phone.

Rules and Policies:

All of Snohomish County 911's rules and policies, including those set forth in Snohomish County 911's Personnel Administrative Manual, apply while working from a remote workspace. These policies include, but are not limited to, policies regarding attendance, confidentiality, and policies prohibiting harassment.

Employees are reminded that this policy should not be used in place of sick leave, FMLA leave, ~~etc., but this does not prohibit the~~ Snohomish County 911 ~~from~~may granting telework options when the employee is able to work but is unable to be at the worksite.

~~As not to revoke eligibility for remote work, employees are expected to be responsive to duties, co-workers, emails, messages, etc. so that remote work status does not restrict or delay completion of duties.~~

Remote workers will ensure their Outlook Calendar is up-to-date and shared so that coworkers are able to view availability and status.

Employees are required to routinely check their office voicemail or to forward their office phone.

Expenses:

Snohomish County 911 is not responsible for any expenses related to the remote work space during this period. The employee will not be reimbursed for internet, electricity, rent, or other remuneration.

Equipment:

Employees will be provided the equipment necessary to perform their job duties. This typically includes laptops, monitors, and other items needed to perform the essential duties of the position. ~~Employees are responsible for keeping the equipment free from hazards and are expected to notify Snohomish County 911 immediately when equipment malfunctions.~~ Employees are responsible for using ~~agency~~checked out equipment for authorized purposes only. ~~Employees working from a remote workspace understand that their computers and the internet usage may be monitored by Snohomish County 911 periodically during their work time.~~

~~Designated~~ Work Time Distractions:

Employees must follow their ~~approved regular assigned~~ work schedule while performing remote work, ~~unless otherwise discussed with and approved by the employee's Department Director. All arrangements~~ without interference by other personal responsibilities such as

~~for~~ childcare, elder care, repair persons, etc. Any such disruptions and responsibilities must be arranged so as not to interfere with the employee's regular work.

Time Keeping:

Employees who are not exempt from the overtime requirements of federal and state laws will be required to accurately record all hours worked and submit accurate time records to their Department Directors. Overtime pay forms are required to be submitted no later than the close of business on the employee's last day worked during the pay period. Overtime hours require the advance approval of the employee's Department Director. Failure to comply with these requirements may result in the immediate termination of the remote working arrangement.

Meal and Rest Breaks:

Non-exempt employees are expected to adhere to the meal and rest break policies set forth in the Personnel Administrative Manual. Non-exempt employees must take an uninterrupted meal break of at least 30 minutes that must begin before the end of the fifth hour of work. These non-exempt employees must also take a 10 minute paid rest break every four hours or major fraction thereof. Employees are relieved of all duty during such meal and rest breaks and must not conduct work of any kind while they are on their meal or rest breaks.

Confidentiality and Security:

Employees working remotely are reminded that ~~even while if they are~~ working from a remote workspace, they are bound by any confidentiality and/or security policies contained in Snohomish County 911's Personnel Administrative Manual. Thus, consistent with Snohomish County 911's expectations of information security for employees working in the office, remote employees will be expected to ensure the protection of agency information accessible from their home office. Steps include regular password maintenance, storing sensitive information, and any other measures appropriate for the job and the environment of the remote workspace. All existing public disclosure, security and confidentiality policies are not waived for remote work.

Any questions regarding this ~~Telework-P~~ policy may be directed to ~~the your~~ Department Director or the Human Resources Department HR@sno911.org.

Acknowledgment of Receipt

Employees participating in remote working activities are required to review this policy and other applicable policies and sign an agreement prior to the start of remote work.

CHAPTER 4

PERFORMANCE MANAGEMENT

**Snohomish County 911
Personnel Administrative Manual
POLICY #4.1**

PERFORMANCE EVALUATIONS

**Issued 5/23/2018
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INTRODUCTION

The purpose of the ~~P~~performance ~~e~~Evaluation process is to provide feedback on job performance and professional development by creating an effective communication channel between the supervisor and the employee. The ~~ideal cadence annual nature of these for performance~~ evaluations ~~allows~~is at minimum, annually and preferably quarterly. ~~Supervisors and managers should use their discretion for an opportunity~~ies to reflect on ~~accomplishments and goals when appropriate. The a~~period of time ~~for evaluations should so that the feedback can~~ be meaningful and ~~more~~broadly focused. ~~Its~~its singular purpose is to provide the employee with a clear check-in point.

EVALUATION PROCESS

A performance appraisal is an ~~formal~~assessment of an employee's performance and a way to help communicate with an employee about their job performance. The performance evaluation ~~system~~shall be based on job standards related to an employee's work assignment. ~~The employee shall be provided an opportunity to complete a self-evaluation. The self-evaluation allows the employee an opportunity to consider their performance, accomplishments and future goals and to assure visibility into these by their supervisor/manager in the same format by which they are evaluated.~~ The assigned supervisor or manager will ~~ensure there is a real-time feedback mechanism being utilized throughout the year. At a cadence determined by the Executive Director or designee, the manager/supervisor will~~prepare the ~~performance an~~evaluation and meet with the employee to discuss the appraisal and provide ~~an opportunity for~~feedback. The performance evaluation system shall provide the employee with an opportunity to ~~submit a written response to the contents of his/her evaluation comment about their career goals and training needs. The employee is given an opportunity to submit a written response to the contents of his/her evaluation.~~ Employees are required to sign the performance evaluation. The contents of employee's evaluation are not subject to the grievance procedure; ~~however, employees can submit a request for additional review of their performance appraisal through their chain of command.~~

~~APPEAL of PERFORMANCE EVALUATION~~

~~**Right to Appeal.** Employees who have concerns with any part of their evaluation and cannot resolve those concerns with their supervisor, may appeal to Human Resources for~~

another review of the evaluation. Such appeal must be made in writing to Human Resources within 10 workdays of the performance evaluation meeting between employee and supervisor. The appeal must include a description of the specific areas in question and provide an explanation why they believe the rating does not represent a true evaluation of their performance during the appraisal period

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #4.2**

INTERNAL INVESTIGATIONS

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INTRODUCTION

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

RESPONSIBILITY

The assignment, completion and final determinations as a result of an internal investigations shall be the responsibility of the Executive Director or ~~designee~~Department Manager.

~~CITIZEN~~ COMPLAINTS

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

EMPLOYEE INITIATED COMPLAINTS

Employees who seek to make a complaint of unlawful discrimination, harassment, or retaliation should follow the complaint procedure identified in PAM 2.11 Harassment Discrimination in Violation of State and Federal Laws~~in that policy~~. Employees who seek

to make a complaint of improper governmental activity should follow the complaint procedure in PAM 3.9 Local Government Whistleblower Protection ~~that policy~~. Employees wishing to make a complaint against a fellow employee on other matters, may report the incident to their immediate supervisor or directly to any manager, Human Resources, or the Executive Director. Depending on the nature of the complaint, the Executive Director or designee may ~~will~~ assign an investigation to be conducted ~~it may be referred to the chain of command by~~ the appropriate personnel or outside counsel. All complaints by employees will be fully investigated ~~reviewed~~ to determine if misconduct is involved ~~and fully investigate if the matter concerns grounds for suspecting misconduct~~. All attempts shall be made to keep the reporting employee's identity confidential if requested; however, this cannot be guaranteed.

~~SUPERVISOR INITIATED COMPLAINT~~

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

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

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

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

INTERNAL INVESTIGATION RESPONSIBILITY

The ~~Department Manager~~ Executive Director or designee shall be responsible for expeditiously investigating alleged misconduct of employees and shall perform the following duties:

- Maintain an internal investigation log of complaints.
- Maintain Complete an investigation report and file document relevant exhibits to be deposited-retained by the Human Resources in the Administrative office once when the investigation concludes.
- Conduct fact-finding and formulate recommendations based upon the findings.
- Adequately document the fact finding ~~when it is determined~~ that the complaint is unfounded and provide closing letters to participating witnesses and/or subject of the investigation.

- When evidence indicates the alleged misconduct amounts to a crime, immediately report to the Executive Director.

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

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

INTERNAL INVESTIGATION PROCEDURES

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

DUTY TO COOPERATE DURING AN INTERNAL INVESTIGATION

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

EMPLOYEE RIGHTS DURING AN INTERNAL INVESTIGATION

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

~~DUTY STATUS DURING AN INTERNAL INVESTIGATION~~

PAID ADMINISTRATIVE LEAVE (PAL)

Paid Administrative Leave (PAL), is an administrative procedure and not a form of corrective action or discipline. The Executive Director or designee, will determine when an employee needs to be placed on PAL. Any supervisor or manager has the authority to place an employee on PAL if the employee is deemed unfit for duty or if an incident has occurred that requires the preservation of confidentiality or contact with employee(s).

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

- The Executive Director and Department Manager shall be notified immediately or as soon as practical when any employee is relieved of duty.
- The employee shall remain available to return to duty or to assist in the investigation.
- The investigation should be concluded as expeditiously as possible.
- The employee could be returned to work (removed from PAL) if safety concerns or other conflicts are resolved, while the investigation is ongoing.
- While on PAL, an employee's schedule may be changed to 5x8s in order to accommodate investigators and availability of witnesses.

PROCESSING THE COMPLETED INTERNAL INVESTIGATION

~~The Department Manager shall:~~

- ~~• Review the investigation for thoroughness and accuracy,~~
- ~~• Make a recommendation as to findings,~~
- ~~• On sustained complaints, make recommendations for discipline via the chain of command to the Executive Director,~~
- ~~• Forward the investigation report to the Executive Director,~~
- ~~• Forward the investigation file to the Administrative offices upon completion.~~

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #4.3**

CORRECTIVE ACTION

Issued 5/23/2018
Revised 9/11/2024

INTRODUCTION

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

CORRECTIVE ACTION DEFINITION ~~AND COVERAGE~~

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

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

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

AUTHORITY TO ACT

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

CORRECTIVE ACTION STEPS

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

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

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

VERBAL WARNING

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

Issued by: Supervisor/Manager/Department Director as appropriate

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

DOCUMENTED COACHING AND COUNSELING

Defined: A Documented Coaching and Counseling is a non-disciplinary corrective action. This corrective action consists of a written memorandum provided to the employee by their supervisor, manager, or Executive Director. Documented Coaching and Counseling may be included in performance evaluations and may be used in future disciplinary proceedings. Coaching and Counseling may be used for the purpose of addressing minor misconduct or poor work performance through a specific action plan as directed by the supervisor, or may be used to acknowledge or reinforce desired or exceptional performance on the part of an

employee. ~~The Coaching and Counseling may or may not be referenced in the performance evaluation, depending on the type of issue, severity, number of frequencies, and employee history.~~

Issued by: Supervisor/Manager/Department Director as appropriate

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

LETTER OF REPRIMAND

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

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

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

SUSPENSION WITHOUT PAY

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

Issued by: Executive Director (or designee)

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

DEMOTION

Defined: A demotion is defined as a decrease in position brought about by means of assuming the duties of a vacant position of lower classification as part of the disciplinary process. Note: employee may be required to serve a probationary period in the new position (if it was never held by the employee in the past).

Issued by: Executive Director (or designee)

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

TERMINATION

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

Issued by: Executive Director (or designee)

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

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

~~Employees are subject to organizational corrective action as well as sanctions imposed by any court or competent jurisdiction. NOTE -deleted associated chart.~~

DOCUMENTATION IN GENERAL

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

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

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

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

REFERRAL FOR DISCIPLINE

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

SUSPENSION WITH PAY

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

CORRECTIVE ACTION APPEALS

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

CHAPTER 5

COMPENSATION AND BENEFITS

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.1**

PAY PERIODS AND PAYCHECK DISTRIBUTION

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Revised 9/11/2024

PAY PERIOD

Hours worked from the 1st – 15th day of the month will be paid on the 22nd ~~20th~~ of each month. Hours worked on the 16th through the last day of the month will be paid on the 7th ~~5th~~ of the following month. Actual paydays will be adjusted due to bank closures (e.g. weekends and holidays), when paydays will occur on the nearest available bank day.

DIRECT DEPOSIT

All paychecks for Snohomish County 911 employees are electronically transferred by direct deposit to the employee's designated bank account. Each employee must submit a voided check and a direct deposit authorization form to the Finance Office. When changing banks, the employee must notify the Finance Office. Direct deposit changes may take up to ten (10) days before activated by the bank.

PAYCHECK DISCREPANCIES

Employees noting possible discrepancies on their timecards or their paystubs should first see their supervisor. If this does not resolve the question, the employee may fill out a payroll claim form and submit to the Finance Office. The Finance Office will investigate the claim and determine the best course of action. All questions related to step increases should be referred to Human Resources.

PAYCHECK DISTRIBUTION

~~Paystubs~~ Statements: Paystubs statements will contain the relevant pay, leave balances and withholdings information for each pay period. Employees can access their pay statements ~~may be obtained~~ through the employee self-service system. If a copy of a pay statement is requested by a third party, a printable version can be provided upon signed authorization from the employee.

~~Release of Paystubs to Others: Paycheck reports may be released to others only when the employee is unavailable to retrieve it themselves. Requests to release this report to others must be:~~

- ~~• submitted in writing~~
- ~~• identify the name of the person to receive the statement and~~
- ~~• identify the paycheck date~~

~~Snohomish County 911 will not allow a “blanket” release, and requires a new release to be filled out each pay period.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.2**

COMPENSATION AND BENEFIT PLANS

Issued 5/23/2018

INTRODUCTION

~~Bargaining unit employees’ compensation and benefits are defined in the current labor agreement. Appointive employees’ compensation and benefit plans are defined under the Appointive Policy.~~

GUIDELINES

~~New Hires: New employees will begin at the lowest step of the job classification unless otherwise determined by the Executive Director.~~

~~Promotions: Employees promoted to a new classification shall begin at the lowest step of the classification range that still provides for an increase.~~

~~Demotions: Employees demoted to another classification shall begin at the step determined by the Executive Director.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.3**

WORKING OUT OF CLASS

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INTRODUCTION

Snohomish County 911 is committed to appropriately compensating employees for work performed in a way that will be fair and equitable and in compliance with all applicable statutory requirements. The Executive Director may temporarily assign an employee the duties of a higher paying position or classification in order to continue or complete essential public services, and to compensate ~~him or her~~them for the performance thereof. The appointing authority will ensure equal opportunity in such assignments.

Reasons for out of class assignments include the absence of the employee who would normally perform those duties, a position vacancy, peak workload periods, and completion of special projects. Working out of class (WOC) assignments are to be made only in situations where:

1. It is not practical or feasible due to time constraints to establish, recruit for and fill a position on a limited-term basis;
2. There exists an urgent and/or critical need to have duties and responsibilities performed during the absence of another employee;
3. While the agency is in process of recruiting to fill the permanent position;
4. When pending reorganizational changes within the agency or changes in its leadership necessitate temporary work assignments.

To be eligible for a temporary WOC ~~payment~~assignment, the employee must perform all, or substantially all, of the duties and responsibilities that are different from the employee's classification. An employee assigned to perform the duties of a higher paid position on an out of class basis must meet the documented minimum qualifications of the higher classification or position. He or she must also have demonstrated or be able to demonstrate that he or she can perform the normal duties of the position.

Pay for ~~WOC assignment~~out of class will be equivalent to Step A of the grade classification assigned, or the next highest grade that still allows for additional compensation for the employee who is performing the ~~working the out of class position~~.

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.4**

JURY DUTY

Issued 5/23/2018
Revised 9/11/2024

POLICY

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

EXEMPTION REQUESTS

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

GUIDELINES:

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.5**

TIME CLOCK/TIME CARDS

Issued 5/23/2018

Revised 01/23/2023, 9/11/2024

INTRODUCTION

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

SCOPE

This policy covers all Snohomish County 911 employees: full-time, part-time, hourly, and salaried, exempt and non-exempt employees.

GUIDELINES:

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

APPROVAL OF TIME HIRIERCHY FOR DISPATCH CENTER:

Regular Hours: approved by the shift supervisor or Operations mManager.

Overtime: approved by the shift supervisor or Operations mManager.

PTO: approved by the shift supervisor or Operations mManager.

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

Travel Time Hours; approved by shift supervisor or Operations Manager.

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.6**

HEALTH BENEFITS PLANS DURING LEAVES AND POST SEPARATION

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Revised 9/11/2024

INTRODUCTION:

Snohomish County 911 ~~is committed to providing healthcare and peripheral benefits to our qualified employees. Bargaining Unit employees should refer to the current labor agreement for premium contributions. Appointive employees' benefits are defined in the Appointive Staff Policy.~~

~~Employees that are covered by a qualifying condition under the Family Medical Leave Act (FMLA) or other approved leave period, will be allowed to maintain their coverage by paying their portion of the premiums. (including the continuation of paying Snohomish County 911's will continue to pay the employer's share of the premiums) the group health insurance coverage for an employee's FMLA, or other approved leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Bargaining Unit employees may see the current labor agreement for premium contributions. Appointive employees' benefits are defined in the Appointive Staff Policy.~~

BENEFIT COVERAGE GUIDELINES WHILE ON LEAVE:

Employee portion of premiums - Any portion of group health plan premiums which the employee has paid before starting FMLA leave, or other approved leave, must continue to be paid by the employee during the leave. Any changes to the premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to employees on leave.

Unpaid leave of absence - If the leave is unpaid, Snohomish County 911 requires that payment of the employee's portion of health benefit premiums will be made by the employee to Snohomish County 911. Payment is required at the same time as it would be made by payroll deduction. Payments are due on the 57th and the 22nd 20th of the month to the Finance Department Snohomish County 911 Finance Coordinator.

Late premium payments - Snohomish County 911's obligation to maintain group health benefits ends after a premium payment is more than 30 days late. Snohomish County 911 will provide 15 days' notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work ~~and will not be required to meet~~

~~any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.~~

Failure to Return to Work – If an employee does not return to work following leave and owes any past due premiums, for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would qualify for FMLA leave; 2) the continuation, recurrent, or onset of a covered service member's serious injury or illness which would qualify for FMLA leave, or 3) other circumstances beyond your control, they will may be required to reimburse Snohomish County 911 for ~~our share of group health insurance~~ any premiums paid on your the employee's behalf ~~during your FMLA leave.~~

CONSOLIDATED OMNIBUS RECONCILIATION ACT-COBRA

Employees who receive health benefits through Snohomish County 911 are entitled to the benefits of the Federal Consolidated Omnibus Reconciliation Act (COBRA) to continue health coverage, at their expense, for themselves and dependents when they lose their coverage through a qualifying event. Snohomish County 911 will notify the employee, spouse and other dependents, in writing, when a qualifying event occurs and provide instructions on how to apply for COBRA.

~~Snohomish County 911
Personnel Administrative Manual
POLICY #5.7~~

~~PAID HOLIDAYS~~

~~Issued 5/23/2018~~

~~HOLIDAYS~~

~~Bargaining Unit employees may see the current labor agreement for defined holidays.
Appointive employees' Holidays are defined in the Appointive Staff Policy.~~

Snohomish County 911
Personnel Administrative Manual
POLICY #5.7

WASHINGTON STATE PAID SICK LEAVE - Non-Exempt Employees

Issued 9/11/2024

Scope and Coverage

Snohomish County 911's PTO benefit fulfills the Agency's obligation to provide paid sick leave hours to non-exempt employees under Washington's Paid Sick Leave Law (i.e., Washington Sick Leave ("WASL") hours). WASL hours are designated and tracked as a subset of PTO hours and are not in addition to PTO hours.

Exempt employees do not receive WASL hours, are not covered by this policy section, and instead accrue PTO as defined in their ~~CBA or~~ Appointive Employees' Policy.

Authorized Usage

Employees may use accrued PTO for any of the following authorized purposes under Washington's Paid Sick Leave Law:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
2. To allow an employee to provide care for a covered "family member" (as defined below) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
3. When the nature of the absence is related to sexual assault, domestic violence, or stalking qualifying for leave under Washington's Domestic Violence Leave Act (RCW 49.76); and
4. When Snohomish County 911 or an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

For purposes of this policy, covered "family member" includes the following:

- *Child* – Biological, adopted, foster, step, or a child for whom the employee is legally responsible;
- *Parent* – Biological, adopted, foster, step, or someone who was the legal

guardian of the employee or employee's spouse or registered domestic partner when the employee, spouse, or registered domestic partner was a minor;

- *Spouse;*
- *Registered domestic partner;*
- *Grandparent;*
- *Grandchild; and*
- *Sibling*

When an employee's absence is for a purpose authorized by Washington's Paid Sick Leave Law, PTO hours designated as WASL shall be deducted first. In case of an FMLA qualified/approved leave, please refer to PAM 6.4. If an employee does not have sufficient WASL hours to cover the absence, additional PTO hours will be deducted as necessary to cover the absence.

- **Example #1** – An employee has 60 hours of PTO, of which 40 hours are designated as WASL. The employee takes 8 hours of leave for medical appointments of a family member. Following the absence and PTO deduction, the employee has 52 hours of PTO remaining, of which 32 hours are designated as WASL.
- **Example #2** – An employee has 100 hours of PTO, of which 20 hours are designated as WASL. The employee takes 60 hours of leave for an extended physical illness. Following the absence and PTO deduction, the employee has 40 hours of PTO remaining, none of which are designated as WASL because the employee has exhausted the employee's WASL entitlement.

Employees using PTO hours designated as WASL for unrelated purposes, including vacations, will have their PTO hours processed as follows: When an employee's absence is unrelated to Washington's Paid Sick Leave Law (e.g., vacation time or other personal reasons), regular PTO hours will be deducted first to cover the absence, and followed, as needed, by PTO hours designated as WASL. This deduction shall apply automatically.

- **Example #1** – An employee has 80 hours of PTO, of which 20 hours are designated as WASL. The employee takes 40 hours of PTO for an approved vacation. Following the absence and PTO deduction, the employee has 40 hours of PTO remaining, of which 20 hours remain designated as WASL.
- **Example #2** – An employee has 90 hours of PTO, of which 20 hours are designated as WASL. The employee takes 80 hours of PTO for a vacation. Following the absence and PTO deduction, the employee has 10 hours of PTO remaining, of which all 10 hours remain designated as WASL.

- Example #3 – An employee has 70 hours of PTO, of which all 70 hours are designated as WASL. The employee takes 70 hours of PTO for a vacation. Following the absence and PTO deduction, the employee does not have any PTO remaining.

Notification and Scheduling of Absences – WASL-Designated PTO

When an employee uses PTO for absences authorized by Washington's Paid Sick Leave Law, the following notification and scheduling requirements apply:

- *Foreseeable Absences* – If an employee's need for leave for any purpose authorized by Washington's Paid Sick Leave Law is foreseeable, the employee must provide notice at least 10 calendar days in advance of the absence, or as early as possible under the circumstances. For routine medical appointments and preventative care, employees are expected to make a reasonable effort to schedule such appointments and care outside of their assigned work and on-call shifts.
- *Unforeseeable Absences* – If an employee's need for leave for any purpose authorized by Washington's Paid Sick Leave is unforeseeable (e.g., emergencies and short-notice circumstances), the employee must provide notice at least two (2) hours before the start of the employee's work shift, unless it is impractical or impossible for the employee to do so, in which case the employee shall provide notice as soon as possible thereafter. If necessary, under the circumstances, such as during a medical emergency, a person on the employee's behalf (e.g., a parent or spouse) may provide notice to Snohomish County 911.
- *Leave Covered by Washington's Domestic Violence Leave Act* – If an employee's need for leave is based on an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, the employee or a person on the employee's behalf (e.g., parent, friend) shall provide notice no later than the end of the first day of the absence.

For bargaining unit employees, additional notification requirements, including on-call procedures, are addressed in the applicable CBA. Bargaining unit employees shall refer to their CBA to ensure their knowledge and understanding of such requirements.

Employees applying for Paid Family & Medical Leave (PFML) for covered medical and family leave absences should refer to the [PFML-PAM 6.10 PFML Policy](#), for notification requirements.

Annual WASL Rollover

On ~~thean~~ employee's anniversary date of hire, ~~thean~~ employere ~~shall~~~~may~~ rollover a maximum of forty (40) hours of PTO that has been designated as WASL. Any WASL

hours in excess of forty (40) lose their WASL designation but remain as standard PTO hours eligible for rollover.

- Example – At an employee's anniversary date of hire, an employee with 160 PTO hours, of which 60 hours are designated as WASL, is eligible for rollover of 160 PTO hours, of which only 40 hours retain their WASL designation.

PTO/WASL Front-Loading for AFSCME/SCEA Bargaining Unit Employees

AFSME/SCEA bargaining unit employees eligible to receive WASL are front-loaded 70 hours of PTO, with all 70 hours designated as WASL. Front-loading occurs on the date of hire (for new employees) or the anniversary date of hire (for ongoing employees). Front-loaded hours represent the first 70 hours an employee would have earned through the accrual rates stated in the AFSCME/SCEA CBA. Once 70 hours have been accrued during the year, an employee will resume accruals consistent with the rates listed in the CBA. Front-loaded WASL hours are based on a reasonable calculation of the amount of hours each employee is expected to earn during their upcoming year, as determined by Snohomish County 911 based on the work schedule and work projections of each employee.

- Example #1 – An AFSCME/SCEA bargaining unit employee has 200 hours of PTO, of which 30 are designated as WASL. The employee's anniversary date of hire is March 1, at which time the employee is front-loaded with 70 hours of PTO, with all 70 hours designated as WASL. The employee now has 270 hours of PTO, of which 100 (30 existing + 70 frontloaded) hours are designated as WASL and available for immediate use. Assuming the employee accrues PTO at the rate of 20 hours per month and works a regular full-time schedule, the employee will resume accruing additional PTO in June.
- Example #2 – An AFSCME/SCEA bargaining unit employee has no accrued PTO. The employee's anniversary date of hire is July 1, at which time the employee is front-loaded with 70 hours of PTO, with all 70 hours designated as WASL. The employee now has 70 hours of PTO, of which 70 hours are designated as WASL and available for immediate use. Assuming the employee accrues PTO at the rate of 16 hours per month and works a regular full-time schedule, the employee will resume accruing additional PTO in November.

Snohomish County 911 reserves the discretion, based on a reasonable estimate of hours worked by a particular employee over a year, to front-load additional WASL hours to ensure compliance with the minimum accrual requirements of Washington's Paid Sick Leave Law.

PTO/WASL Accruals for All Other Eligible Non-Exempt Employees

Eligible non-exempt employees who are not members of the SCEA bargaining unit shall accrue and have one hour of PTO designated as WASL for every 40 hours actually

worked. For purposes of this policy, “hours actually worked” does not include periods of paid leave taken by an employee.

Verification of Absences –WASL Designated PTO Hours

Employees who use PTO designated as WASL for purposes authorized by Washington’s Paid Sick Leave Law are subject to the following verification requirements.

When an employee is absent for four (4) consecutive days or longer due to an absence covered by Washington’s Paid Sick Leave Law, Snohomish County 911 may require medical verification confirming the absence was taken for an authorized purpose. When providing verification, an employee is not required to disclose confidential health information.

When requested, an employee shall provide medical verification within 10 calendar days following the first day of the WASL absence. Employees experiencing an unreasonable burden or expense in connection with the requirement to provide medical verification shall consult with Human Resources for a discussion of alternative verification options.

Verification of Absences – PTO Hours Not Designated as WASL

Employees may elect to use PTO hours not designated as WASL for purposes authorized under Washington’s Paid Sick Leave Law. When this occurs, Snohomish County 911 may require medical verification for each absence, regardless of duration. When requested, an employee must provide the verification within 10 calendar days following each absence.

Retaliation Prohibited

Snohomish County 911 prohibits retaliation, in any form, for an employee’s lawful usage of WASL PTO for purposes authorized by Washington’s Paid Sick Leave Law, or for employees asserting their rights under the law and this policy. Employees who experience retaliation are directed to immediately report their concerns to their supervisor, Human Resources, or the Executive Director.

PAY-OUT UPON EMPLOYMENT SEPARATION

Upon separation of employment at Snohomish County 911, employees shall be paid for all accrued and unused PTO hours, at an employee’s final base rate of pay, up to 750 hours.

The pay-out of front-loaded PTO hours, designated as WASL, shall be limited to those hours actually accrued by the employee based on the employee’s hours of work and regular PTO accrual schedule. Front-loaded PTO hours that have not yet been accrued by an employee at the time of separation are not eligible for pay-out ~~or donation under the Shared Leave Policy.~~

- Example #1 – An employee with 900 hours of accrued PTO retires. The

employee has fully accrued all front-loaded PTO hours designated as WASL. The employee is eligible for 750 hours of PTO pay-out. Any remaining hours are surrendered.

- Example #2 – Upon hire, a new employee is front-loaded with 70 hours of PTO, of which all 70 hours are designated as WASL. The new employee accrues PTO at the rate of 16 hours per month. After four (4) months, the employee resigns and has not used any PTO hours. The employee is eligible for 64 hours of PTO pay-out (16 hours earned per month, multiplied by 4 months of employment). Any remaining hours are surrendered.

References:

PAM 6.1 - Attendance Policy

WAC 296-128-600 through 296-128-760

RCW 49.46.200 through RCW 49.46.210

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.8**

PTO POLICY

**Issued 5/23/2018
Revised 9/21/2023, 9/11/2024**

INTRODUCTION

Paid Time Off (“PTO”) is available to employees who are employed in regular, full-time paid status. This policy is applicable to all non-exempt employees (exempt employees can refer to PAM 6.1 for information regarding PTO use). PTO provides paid time for planned and unplanned absences from work. Planned leave includes all time off that has been authorized in advance (e.g., annual vacation, pre-planned Family and Medical Leave Act (“FMLA”) time, planned medical appointments, other pre-approved personal reasons, etc.). Unplanned leave includes any absence that was not pre-approved (e.g., sick days, personal emergencies, or other unforeseen, short-notice absences). Employees taking unplanned leave must follow the notification requirements of this policy, then submit the appropriate request form for approval upon return to work.

Employees are expected to exhaust their PTO balances prior to ~~using entering~~ unpaid leave ~~status, unless otherwise permitted by law. , unless the employee elects to not apply PTO hours designated as WASL, unless the employee is An employee receiving Paid Family Medical Leave (“PFML”) benefits for the absence, in which case the employee may not use PTO in tandem with PFML benefits.~~

PTO ACCRUAL RATES

Employees accrue PTO while in regular, full-time paid status. PTO is accrued on a daily-rate basis and credited to the employee’s PTO bank each pay period. Increases in an employee’s accrual rate occur on the employee’s anniversary date of being hired (as outlined in a Collective Bargaining Agreement (“CBA”) or the Appointive Employees Policy).

Employees do not accrue PTO during any periods of unpaid leave, including while the employee is receiving PFML benefits. New employees begin accruing PTO time on their date of hire. For bargaining unit employees, PTO accrual rates are defined in their respective CBA. PTO accrual rates for all other employees will be defined in the Appointive Policy.

Unless otherwise defined in a CBA, employees are expected to account for all hours of a standard 40-hour workweek with a combination of working hours, holiday hours, and PTO hours. PTO will be charged 0.25 hour (15 minute) increments. PTO shall be compensated at the employee’s regular base rate of pay (including longevity), excluding out-of-classification pay and other premium and incentive pay.

PTO ANNUAL ROLLOVER

There is no cap or annual rollover restrictions on PTO balances. However, PTO hours are subject to pay-out and Washington Sick Leave (“WASL”) rollover restrictions as established in ~~this~~ policy.

ANNUAL VACATION LEAVE

All requests for vacation leave must be scheduled and approved in advance. Employees may request up to 160 hours of consecutive PTO for such purposes. Managers will work with employees to establish a vacation schedule that both maximizes convenience to employees and provides for the needs of the Agency. Bargaining unit employees should refer to their CBA for additional terms and procedures governing vacation leave.

~~WASHINGTON STATE PAID SICK LEAVE~~

NOTE: this entire section was moved to PAM 5.7

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.9**

RETIREMENT PLAN ELIGIBILITY

Issued 5/23/2018

Revised 03/21/2019, 9/11/2024

POLICY

Snohomish County 911 is vested in providing excellent benefits for our employees, including post-employment benefits. As part of this commitment, the agency participates in a defined benefit plan through the ~~The Snohomish County 911~~ Washington State Public Employees Retirement System, as well as several investment options through Deferred Compensation Plans which include employer matching contributions. Snohomish County 911 participates in the Medicare portion of Federal Social Security contributions only. ~~retirement plan provides each employee a post-employment retirement benefit when all eligibility requirements are met.~~

Membership in the PERS or PSERS systems, by law, consists of all regularly compensated employees as defined in RCW 41.40.010(12) (PERS) or 41.37.010(11) (PSERS) with the following exceptions as outlined in WAC 415-108-725 (PERS) or 415-106-725 (PSERS):

1. If a new employee of Snohomish County 911 is a member of, or receiving benefits under, another public retirement system in Washington State or is eligible to retire from another retirement system authorized by the laws of the State of Washington the employee cannot participate in PERS membership unless the employee:
 - a. Established membership in PERS prior to March 1, 1976; or,
 - b. Accrued less than fifteen years of service credit in the other retirement plan.
2. If the new employee is receiving a disability allowance from any retirement system administered by the department the employee cannot participate in PERS unless the employee established membership in PERS prior to March 1, 1976.

PLAN DESCRIPTIONS:

All employees are subject to participation in the Washington State Public Employee Retirement System (PERS) unless otherwise determined by law or regulation.

Snohomish County 911 participates in two separate defined benefit retirement plans through the Washington Department of Retirement Services (DRS) ~~Washington State Public~~

~~Employees Retirement System (PERS) for~~ - Employees who normally work more than 70 hours per month are eligible for one of the following two retirement systems:

1. Washington State Public Employees Retirement System (PERS)

- a. Eligible employees can elect to join PERS Plan 2 or PERS Plan 3, depending on their preferred retirement contributions.

2. Public Safety Employees Retirement System (PSERS)

- a. Only employees who are employed by Snohomish County 911 in positions defined by DRS as eligible to enroll in PSERS will be able to enroll in this plan. As of June 1, 2024, the following positions are deemed eligible:

- a. Trainee Dispatcher
- b. Dispatcher
- c. Cross-trained Dispatcher
- d. Dispatch Supervisor
- e. Operations Manager

Deferred Compensation Plans (DCP)

Snohomish County 911 offers voluntary ~~DCP~~~~deferred compensation plans~~ that can serve as supplemental retirement plans. The DCP plans are not subject to the Employee Retirement Income Security Act of 1974 (ERISA – Title 29, Chapter 18). Employees are eligible to participate in ~~one a post-tax ROTH plan, and one pre-tax~~ 457 (with post-tax Roth and/or pre-tax contribution options) plan and one pre-tax 403(b) plan. Employees are eligible to contribute the maximum allowed by law under each of the plans. Each employee who normally works more than 20 hours per week is eligible to receive an employer paid 3.5% contribution and an additional employer contribution match of up to 2.9% of ~~the an~~ employee's contributions to either the 457 or the 403(b) plans. Post-tax ROTH contributions are made solely by the employee. The employees' contribution for the 2.9% match must go to the retirement account the employer match is placed in. The plans available on the effective date of this policy are:

- a. Empower 403b Plan.
- b. T. Rowe Price 403b Plan.
- c. Washington State Deferred Compensation 457 Plan with ROTH option.
- d. ICMA-RC Deferred Compensation 457 Self-Directed Plan.

Alternatives for Employees Not Eligible for PERS Membership –

Except under otherwise qualified circumstances, employees not eligible for PERS membership must be enrolled in the retirement portion of Social Security.

Federal Social Security

Snohomish County 911 participates only in the Medicare portion of Federal Social Security for all employees hired on April 1, 1986 or later. Snohomish County 911 does not participate in the retirement portion of Federal Social Security unless an employee is qualified as illustrated in this policy.

~~PUBLIC EMPLOYEE RETIREMENT SYSTEM~~

~~All employees are subject to participation in the Washington State Public Employee Retirement System (PERS) unless otherwise determined by law or regulation.~~

SOCIAL SECURITY PLAN

By rules of the Social Security Act, Snohomish County 911 employees who do not participate in said act, must contribute to the Medicare tax of the Federal Social Security Plan. There are no other contributions to Social Security retirement.

TERMINATION NOTICE

Any employee wishing to terminate his/her employment by regular service retirement, shall so notify the Executive Director in writing at least thirty (30) days before the proposed retirement date.

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.10**

EMPLOYEE ASSISTANCE PROGRAMS

Issued 5/23/2018
Revised 9/11/2024

EMPLOYEE ASSISTANCE PROGRAMS

All Snohomish County 911 employees are eligible and are encouraged to participate in the Employee Assistance Programs (EAP) available. The EAP programs includes a range of confidential services and resources designed to assist employees in managing family, relationship, financial, drug and alcohol, bereavement, stress, depression, work-related problems, and many otherss. life matters that can impact their overall wellness. ~~You may receive up to three (3) counseling sessions a year at no cost to you. You do not need a referral from Snohomish County 911 and are free to contact them on your own.~~

~~If you would like more i~~Employees can find information about EAP resources by on how to contact the EAP, please contacting their supervisor, any manager or member of leadership, the Human Resources office, bulletin boards and websites advertised by the agency. In addition to the outside resources provided by EAPs, the agency proudly supports the peer groups established by volunteer employees. Additionally, outside volunteers are welcomed to support our staff during critical incidents.~~Information will also be posted on bulletin boards.~~

Snohomish County 911
Personnel Administrative Manual
POLICY #5.11
SHARED LEAVE

Issued 5/23/2018

POLICY

It is the policy of Snohomish County 911 to permit Snohomish County 911 employees to share Personal Time Off (PTO) in carefully defined circumstances and to transfer such PTO to and for the benefit of other Snohomish County 911 employees who, without such transfers, would be forced to go without pay or terminate their employment in order to meet the needs of severe illness.

INTENT

The purpose of shared leave is to permit Snohomish County 911 employees, at no additional cost to Snohomish County 911 other than administrative costs of administering the Shared Leave Program, to come to the aid of a fellow Snohomish County 911 employee who is suffering from or has a spouse, registered domestic partner, or child (under the age of eighteen (18) who resides with the employee) suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment.

DEFINITIONS AND COVERAGE:

Shared Leave is defined as Personal Time Off (PTO) donated by a Snohomish County 911 employee for the benefit of other Snohomish County 911 employees who, without such transfers, would be forced to go without pay or terminate their employment in order to meet the needs of severe illness.

Shared Leave Bank is defined as the account where PTO donated by Snohomish County 911 employees will be placed until transferred to an eligible Snohomish County 911 employee for their use as outlined in this policy.

Coverage under this policy includes all exempt and non-exempt full-time employees.

SHARED LEAVE PROGRAM PROCEDURES

Employees may be approved to receive Shared Leave under this policy if an employee is suffering from or has a spouse, registered domestic partner, or child (under the age of eighteen (18) who resides with the employee) suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment with Snohomish County 911.

Employees will be required to exhaust all PTO and other types of leave available before being approved to participate in the Shared Leave Program.

Employees wishing to receive shared leave shall be required to provide appropriate medical certification and documentation both of the necessity for the leave and time which the employee can reasonably be expected to be absent due to the condition. The employee may initiate a request for shared leave by submitting a written request to Human Resources.

An employee shall not receive more than a total of six months (1040 hours) of shared leave throughout the employee's employment.

Snohomish County 911 employees may submit a Shared Leave Donation Form requesting that the Executive Director approve the transfer of a specified amount of their PTO hours to the Shared Leave Bank for use by employees approved for the Shared Leave Program. All donations of PTO shall be voluntary.

~~Employees may donate up to sixteen (16) hours of PTO for every one hundred (100) hours of PTO they have in their PTO Bank. Employees may donate as often as they like as long as their PTO balance does not fall below one hundred (100) hours. Donations will be in four-hour increments.~~

~~Once PTO hours have been donated to the Shared Leave Program, the PTO hours will not revert back to the donating employee.~~

~~Employees will be subject to disciplinary action up to and including termination for inappropriate use of shared leave.~~

BENEFITS

~~While an employee is receiving shared leave, they shall continue to be classified as a Snohomish County 911 employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using PTO hours.~~

~~While receiving shared leave, an employee is not eligible for accumulation of Personal Time Off (PTO).~~

~~The base wage rate of employees receiving shared leave shall not change as a result of receiving shared leave nor, under any circumstances, shall the total of the employee's wages and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payment by Snohomish County 911 to an insurance or health care provider exceed the total wages and benefits which the employee would have received had they been in regular pay status.~~

PROGRAM ADMINISTRATION

~~Human Resources will be responsible for the management of the Shared Leave Program.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.12**

REFERRAL & ~~MENTORING~~ BONUS PROGRAM

Issued 5/23/2018
Revised: 09/16/2021, 9/11/2024

INTRODUCTION

Snohomish County 911 is committed to being an exemplary employer and encourages our existing employees to be our advocates and promoters within the community we serve. In acknowledgment and appreciation of this commitment, all current ~~non-probationary~~ Snohomish County 911 staff (excluding the Human Resources Generalist and Directors) are eligible to receive a \$1,500 referral bonus. The referral bonus will be paid upon the successful recruitment and hire of a new employee. ~~All non-appointive staff who participate in the Mentoring program are eligible to receive \$250 per new hire.~~

PROCEDURE

Referral Bonus

To be eligible for a Referral Bonus, the following criteria must be met: ~~participants must be current staff of Snohomish County 911 during the time period the bonus is earned. The bonus will be paid out as follows:~~

- The name of the referring employee must be listed on the employment application at the time of submission. Employees making the referral should advise the potential applicants to enter the referring employee's name and job title on the application. This information cannot be entered or added after the submission of the online application at a later date.
- The referring ~~non-probationary~~ employee must be a current employee at the time the referred new hire completes their probationary commences employment.
- The referred new hire must successfully pass background and pre-employment exams and complete their probationary report to work on agreed upon start date employment.

The referral bonus will be paid out as follows:

- \$1,500.00 referral bonus will be paid to the referring employee in the pay period following the start date of the referred employee.

Referral bonuses are considered "supplemental wages" by the IRS, which means that the bonuses will be subject to ordinary payroll taxes and deductions, and included as wages on the employee's W-2 in the year earned. The referral bonus payout will be initiated by Human Resources.

~~New hire's successful completion of training—\$500.00*~~

- ~~• New hire's successful completion of probation—\$1,000.00~~

~~The name of the referring employee must be listed on the new employee application at the time they submit the application to Snohomish County 911. Employees should advise potential applicants to enter the referring employee's name or personnel number on the application form, as this information cannot be entered at a later date.~~

Candidate Retention & Mentoring Bonus

~~To be eligible for the Employee Mentoring Bonus, participants must be current employees of Snohomish County 911 during the time period the bonus is earned. Participants must adhere to the guidelines of the Mentoring program SOM, and complete the steps of the pre-Hire and post-hire guidelines. The bonus will be paid out in increments of \$125 as follows:~~

- ~~• Successful completing pre-hire activities as listed in SOM—Hiring Candidate Mentoring Program—\$125~~
- ~~• Successfully completing mentoring activities as listed in the SOM—Hiring Candidate Mentoring Program—\$125~~

~~Eligible participants must be coordinated through HR to be eligible for this program. The employee can apply for the bonus by sending an email to HR listing the dates and they performed approved activities.~~

~~The job applications will be held for one (1) year. Referred applicants are subject to the same selection process as all other applicants.~~

~~If either the referred employee or the employee receiving the bonus should leave Snohomish County 911 before the bonus has been paid out in its entirety, the employee loses/forfeits the remainder of the bonus.~~

~~This program is only applicable to new hires, and is not applicable to former employees rehired at Snohomish County 911.~~

~~To apply for the bonus, the employee should submit a memorandum to Human Resources. The payments can be paid out on the next available paycheck.~~

~~*Completion of training for Dispatchers is defined as successfully completion of 911 Call-Taking, EMD Certification, Police Dispatch & Fire Dispatch. For other positions completion of training occurs at the end of the probation period.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY 5.13**

BUSINESS TRAVEL & EXPENSE REIMBURSEMENT

Issued 5/23/2018
Revised 9/11/2024

PURPOSE

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

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

GENERAL

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

TRAVEL AUTHORIZATION and ALTERATION OF PRE-APPROVED EVENTS

1. Travel must be approved prior to traveling. The travel authorization shall provide a best estimate of the total costs of the planned travel.
2. Employees will be considered on "Day Shift" status for travel and training purposes, unless otherwise noted.
3. Expenses for non-employees (i.e. Board members, Volunteers) may only be reimbursed with approval of the Executive Director or Board Chair.
4. No personal expenses are to be reimbursed. Any employee who knowingly receives public funds for personal/non-public expenses shall be subject to corrective action.

5. Any normal travel time in excess of one day each way, which is brought about by the employee's choice of transportation, will be charged to the employee as PTO time. Paid time for travel shall be clearly resolved in accordance with FLSA guidelines in advance of authorizing travel.
6. Alteration of travel plans and itineraries must be pre-approved by the traveler's manager. In emergency situations, the manager should be contacted as soon as possible.
7. In the event of a travel alteration or cancellation, employees are expected to return any advanced/excess funds to Snohomish County 911 within a reasonable time (generally within fifteen (15) days).
8. When traveling short distances (300 miles or less) the Snohomish County 911 vehicles are the preferred mode of transportation. Use of other modes requires advanced Department Manager approval.

EXPENSES

Mileage

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

Registration

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

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

Meals & Incidentals

Meals that follow the IRS qualifications for tax free meals will be allowed. Meals that do not meet the IRS qualifications for tax free meals (IRC § 61, 61(a)(1), IRC § 3121, 3401) or are not sufficiently related to Snohomish County 911 business will not be allowed. The employee must either be conducting Snohomish County 911 business or be in overnight travel status. The per diem rate will be used to calculate meal expenses. The per diem rates are available on the GSA website. Actual meal costs that are supported by original detailed receipts may be reimbursed only with approval from the Director or designee. Per Diem may be disbursed prior to travel, where sufficient time is allowed to process the request.

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

Meals away from home, not overnight – Meals that do not require overnight travel will be reimbursed if in conjunction with official Snohomish County 911 business. Actual cost of the

meal will be reimbursed when approved, and original detailed receipts are turned in. To qualify for reimbursement all three tests must be met:

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

Transportation

- **Air Travel**

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

- **Snohomish County 911 Vehicle**

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

- **Personal Vehicle**

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

- **Surface transportation instead of airfare**

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

- **Rental Vehicle**

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

Lodging

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

Misc-ellaneous

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

Other

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

Ineligible Expenses

Examples include but are not limited to:

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

Reimbursement Procedures

1. All claims for reimbursement shall be submitted on a travel expense voucher or other form approved by the Director of Finance ~~Manager~~.
2. Receipts are not required for reimbursement at the per diem rate.
3. If claiming on behalf of ~~the employee yourself~~ and others, the other party or parties must be clearly identified, as well as the business purpose of their involvement. Per Diem cannot be claimed for another individual.
4. All claims must be signed by the claimant and shall include a certification, namely: "I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof."
5. Claims shall be reviewed and approved by the applicable supervisor.
6. Any claims for out-of-state or overnight travel shall include a copy of the prior authorization, and be signed by the department director.
7. ~~All claim forms shall clearly state whether payment is to be made to the individual for expenses incurred or to the Snohomish County 911 credit card.~~

~~8.7.~~ Claim forms shall include full documentation of the event and related expenses. All claims for reimbursement shall be forwarded to the Finance Department.

~~9.8.~~ All Claims for mileage shall include sufficient documentation (i.e. ~~MapQuest-geo-~~mapping printout).

~~10.9.~~ All claims should be submitted in a timely manner, fifteen (15) business days or less following the expenditure or the complete of travel. No claim for reimbursement shall be approved if submitted more than fifteen business days following the expenditure or completion of travel, unless good cause is shown why the claim for the reimbursement was not submitted at the completion of travel. Reimbursement for claims over fifteen (15) days shall be approved or disapproved by the Executive Director or his designee.

~~11.10.~~ For employees who frequently travel around the county as a requirement of their position, mileage only travel forms can be submitted at the end of each quarter. The employee should make every reasonable effort to make sure these reports are turned in to the Finance department by the last day of each quarter. A geo-mapping ~~MapQuest~~ printout or other documentation is not needed if the travel is to standard locations the employee frequently visits (i.e. bank, user agencies).

~~12.11.~~ Claim forms will be processed on the next payroll ~~available check run~~, following approval.

Definitions

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

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

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

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

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

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

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

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

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY 5.14**

PEER SUPPORT

Issued 01/04/2019

POLICY

The Snohomish County 911 Peer Support team is for the benefit of all employees seeking interpersonal counseling regarding personal or work-related issues.

INTENT

The Peer Support program offers individual and team mental health support for stress stemming from work-related or personal issues. The Peer Support team is available to facilitate stress debriefing in response to large-scale or critical incidents.

Members of the Peer Support team operate under the clinical oversight of a Mental Health Professional (MHP) and attend training to become certified Peer Counselors.

CONFIDENTIALITY

Any conversation(s) during a peer support event with a certified Peer Counselor are considered private by Snohomish County 911. While conducting an investigation or fact-finding, Snohomish County 911 shall not compel a certified Peer Counselor to provide any information regarding any communication between the peer counselor and employee, without the employees express consent.

Exception: If the Peer Counselor observes, and can articulate, evidence that the employee is exhibiting safety red flags that indicate a threat to themselves or others, divulges engagement in any criminal activities, or legally required by a court of jurisdiction, it may become necessary to involve law enforcement, medical or other specialized professionals, as well as Human Resources and/or Management.

PROCEDURE

A list of certified Peer Counselors will be maintained by the Peer Support Coordinator and is available to all employees. Employees may contact a Peer Counselor directly for any work or personal issue. Call out for a Peer Counselor response to Snohomish County 911 campuses (or designated work sites) will be at the request of an employee or supervisor and is limited to critical incidents with an immediate need. Activation of the Peer Support team or any of its members in these situations must be approved by Operations before deployment.

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.15**

MEALS AND REFRESHMENTS

Issued 01/17/19

Revised 04/15/21, 9/11/2024

PURPOSE

Snohomish County 911 ~~(SNO911)~~ may provide meals and refreshments for critical departmental operations, meetings and events in accordance with this policy and with prior approval of the Executive Director or designee. This policy does not obligate Snohomish County 911~~SNO911~~ to provide meals or refreshments under any circumstances. Nothing in this policy is intended to supersede items otherwise approved under the travel policy.

POLICY

Authorization

Payment may be authorized for meals and refreshments for elected and appointed ~~SNO911~~Snohomish County 911 representatives, ~~SNO911 employees and~~ other designated persons acting on ~~SNO911~~the agency's behalf at business meetings, training sessions or events, and for staff during major operational or critical ~~department~~ events. All purchases of meals or refreshments must have prior approval of the Executive Director or designee.

Meals

Payment for the actual cost of meals may be authorized when:

- The purpose of the meeting is to conduct official ~~SNO911~~ business or to provide formal training to ~~SNO911~~ employees;
- The meal is an integral part of the business meeting or training session, as determined by the Executive Director;
- The meeting takes place during normal lunch hours and cannot take place at another time;
- The meal is provided during a natural disaster, weather emergency, major incident, critical departmental staffing, or when staff is required to remain at the center or at their post continuously and are not able to leave to obtain meals;
- The meal is provided during a major project and participants cannot leave to obtain meals;
- The meeting or event is planned to last four (4) hours or longer with no lunch break;
- The meal (or refreshment) is provided once a year in recognition of National Telecommunicators Week, ~~in that case, shall only be provided once a year.~~
- ~~SNO911 f~~unds may not be used to provide meals for events deemed to be strictly social in nature.
- Under no circumstances may alcohol be provided at SNO911 expense or during SNO911 sponsored activities.

Refreshments

Payment for the actual cost of refreshments may be authorized when:

- The purpose of the meeting is to conduct official ~~SNO911~~ business or to provide formal training to ~~SNO911~~ employees;
- The meeting or event is planned to last two (2) hours or longer;
- Refreshments are provided during a natural disaster, weather emergency, major incident, critical departmental staffing or when staff is required to be at the center or at their post continuously;
- Refreshments are an integral part of the business meeting or training session,
- The refreshments are for an employee recognition or appreciation event.
- At the Director's discretion, the agency may provide water, coffee, tea, etc. intended for consumption by staff while working and visitors while attending the agency for official business.

~~SNO911 funds may not be used to provide refreshments for events deemed to be strictly social in nature.~~

~~Under no circumstances may alcohol be provided at SNO911 expense or during SNO911 sponsored activities.~~

Refreshments are defined as beverages and snacks that may be served between meals, for example: coffee, tea, juice, donuts, sweet rolls, fruit or cheese.

Documentation

- The person responsible for, or arranging the activity or event, shall obtain authorization ~~for SNO911~~ to provide and fund the meal or refreshments by approval from the Executive Director or designee;
- The person purchasing the meals or refreshments shall obtain an itemized receipt for the actual cost of the food;
- The amount added for a tip, if applicable, may not exceed 15% of the cost of the food, excluding tax;
- Staff may be reimbursed for authorized expenditures when circumstances prohibit advanced planning and use of agency funding;
- The authorization form and receipts shall be attached and include sufficient details about the expenditure to accurately record the nature of the purchase including the date and place the items were provided, an itemized list of items purchased, vendor and persons/groups receiving the meals/refreshments, and the reason for the purchase. Documentation will be submitted to the Finance Office.

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.16
EMPLOYEE RECOGNITION**

Issued 8/15/2019
Revised 4/20/2023, 9/11/2024

Purpose

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

Definition

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

Policy

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

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

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

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #5.17
EDUCATION ASSISTANCE**

Issued 03/17/2022

Revised 9/11/2024

Purpose

Snohomish County 911 recognizes when employees improve their skillset and education, both the employee and the agency benefit. Snohomish County 911 wishes to encourage employees to obtain training and education that relates to their work or promotional path at the Agency. This policy allows Snohomish County 911 to provide tuition reimbursement to employees who meet the eligibility requirements.

Definition

For purposes of this policy, employee tuition includes direct costs for enrollment in a class at an accredited college or university or recognized vocational school or program(s) that leads to a certificate, college degree, ~~or~~ continuing education credits, and certification tests that are job-related.

Policy

I. Employee Eligibility Requirements

- a. The employee education assistance program is available to all full time employees (i.e. works an average of 30 or more hours per week) who have successfully completed one year or more of continuous employment, met full training requirements for their role, and have successfully been released from probation; whichever is later.
- b. Employees are required to speak with their manager to seek approval for education assistance before registering for any classes to determine how the specific class is job-related and budget availability.
- c. The employee may submit a Request for Education and Tuition Reimbursement form to their department director by March 1st of each calendar year for budget submittal and consideration for the following year. Employees may submit for reimbursement for the same year subject to budget availability. The form shall include an explanation of how the course meets the ~~Course Eligibility R~~requirements.
- d. Courses must be taken for credit or certification; audited courses will not be reimbursed. Additionally, the employee must satisfactorily complete the course and receive a grade of "C" or better or a "pass" in a pass/fail grading, or a certificate of satisfactory completion of the course.
- e. The employee must agree to remain employed by ~~SNO911~~ Snohomish County 911 as a full-time employee for two years following completion of the course or reimburse the cost of the course prior to separation or by deduction(s) from his or her final paycheck. Any employee who is laid off will not be required to pay back reimbursements.

II. ~~Course~~ Eligibility Requirements

- a. Employees must be in full time regular paid status to participate.
- b. Eligible courses or classes must be industry related, have an identifiable benefit to the agency, or be part of an approved career development plan. The employer will make the final determination if a course is eligible for reimbursement.
- c. The maximum per credit hour reimbursement is based upon current year tuition rates for the class or similar classes at the University of Washington Seattle Campus or the actual cost of the class, whichever is lower.
- ~~e.d.~~ Total Annual reimbursements shall not exceed the maximum approved budgeted \$5,000 per employee amount per year.
- ~~d.e.~~ Tuition reimbursement is for the course only. No reimbursement will be allowed for books, lab fees, travel expenses, or material costs.
- a. Any reimbursement is subject to available budget.

Procedure

1. A tuition reimbursement request form should be completed by the employee, and the appropriate signatures obtained.
2. A copy of the tuition reimbursement request form must be submitted to the Human Resources Department ~~HR prior to the start of any class. The form will be returned with a conditional approval or denial.~~ The employee will maintain the original until ~~they~~ he or she ~~has~~ have completed the educational course.
3. Once the course is successfully completed, the employee should resubmit the original tuition reimbursement request form with the reimbursement section filled out, including appropriate signatures, as well as receipts and evidence of a passing grade or certification attached.
4. The Human Resources department will coordinate the reimbursement with the ~~f~~ E ~~Finance~~ D department.

CHAPTER 6

ATTENDANCE AND LEAVES OF ABSENCE

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.1**

ATTENDANCE

**Issued 5/23/2018
Revised 9/11/2024**

INTRODUCTION

Each employee will report to work or activity as scheduled and/or directed and shall maintain regular and predictable attendance. Absence from work will be commensurate with applicable state and federal statutes, programs of authorized leave, and acts of personal responsibility. Employees will follow established department procedures for notifications of planned time off and unplanned time off.

Unauthorized absences, pattern absences, tardiness, early departure or intentional misreporting of absences or hours worked may result in disciplinary action, up to and including termination of employment.

NECESSITY FOR THIS POLICY

Absenteeism impacts the safety, economy and efficiency of Snohomish County 911 operations. The nature of public safety work requires a nucleus of dedicated workers capable and ready to handle service demanded by the public and user agencies. Public safety personnel have specialized training that cannot be easily replaced or substituted by other persons.

A certain amount of “planned absenteeism” will occur in any organization. In some cases the nature of the individual and specific circumstances existing at the time may justify the causes. ~~However~~ ~~w~~When an employee establishes patterns of absenteeism, or excessive absenteeism or tardiness, management interprets this as potential evidence of abuse and violation of this policy.

REPORTING AND DOCUMENTATION REQUIREMENTS

Employees shall:

- Follow established department notification procedures. Notification should generally occur not later than two hours prior to absence, or as soon as possible for tardiness.
- State the reason for the unplanned absence or illness: personal illness, FMLA, dependent sickillness, FMLA, accident, injury, tardy, etc.
- State the anticipated length of the absence or tardy. ~~return or arrival date.~~
- Notice of absence or tardy by someone other than the employee is unacceptable, unless the employee is incapable of communication.

- Submit the required form immediately upon return to work, but no later than leaving work, ~~submit the required form~~. The general reason for absence (illness, dependent sick, injury accident, tardy, etc.) must be included on the form.
- Submit health care provider statements when advised to do so by the employer.
- Provide advance notice of foreseeable FMLA absences (except as noted in the FMLA policy).
- Return to their workstation from designated breaks on time. Additionally, employees leaving their workstation for brief instances of personal comfort, (restroom breaks, refreshment refills, etc), shall follow log-off procedures and return promptly.

EXCESSIVE ABSENCE OR TARDINESS

Frequent and/or significant instances of absences or tardiness ~~due to short-term illness (STI — is any medical related absence twenty-four (24) hours or less that is not directly related to a current documented major medical condition),~~ unplanned leave not for medical purposes, unauthorized leave, unpaid leave, and misuse of any leave, may be considered excessive and subject to discipline, up to and including termination.

To determine significance of excessive absences and/or tardiness and the appropriate level of discipline, the following facts may be considered:

- The overall impact to Snohomish County 911;
- The types, reasons, and patterns of absences or tardiness regardless of the number of occurrences;
- Frequency of absences or tardiness;
- ~~Time and money resources~~ Fiscal impact;
- Impact on staffing ~~Employee workload share~~;
- The efficient, effective and safe handling of public safety information;
- Employee's cooperation in providing requested information and any misrepresentation of reason(s) for the attendance incident(s), ~~including any misrepresentation of reason(s) for the attendance incident(s).~~

The following may result in corrective action:

- Unauthorized absences
- Excessive absences
- Pattern of absences
- ~~Excessive T~~ardiness
- Unauthorized ~~time away from work station~~early departure
- Intentional misreporting of absences
- Not following reporting and documentation requirements
- Failure to cooperate in providing requested information

~~ENFORCEMENT GUIDELINES~~

~~Absences or tardiness that are deemed as excessive, without extenuating factors which may warrant reconsideration, will be subject to discipline up to and including termination.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.2**

VACATION LEAVE

**Issued 5/23/2018
Revised 9/11/2024**

INTRODUCTION

It is the intent of Snohomish County 911 to allow employees time off. Employees will be paid at the employee's base rate at the time the leave is taken. Bargaining unit employees will request annual ~~leave~~ vacation leave in accordance with applicable labor agreement(s). Administrative employees will coordinate annual vacation periods by approval of the Department Manager and subject to the needs of the organization.

VACATION APPROVAL

~~The block of time approved for annual vacation may be approved by Snohomish County 911 when the employee will have the necessary vacation leave credit on the books at the time of their vacation, or will be credited while on vacation.~~ Employees should follow established department procedures for requesting vacation leave. Employees shall not commence any leave without prior approval.

LEAVE CREDIT REQUIREMENT

It is the employee's responsibility to plan their PTO use so that it is available for requested annual leave. If an employee has insufficient PTO for a pre-approved time off, the employee's request will be reduced to the number of full shifts covered by the employee's available PTO.

ANNUAL LEAVE LIMITS

Employees may request up to four (4) weeks of consecutive working days, subject to approval based on business needs. AFSCME/SCEA Bargaining unit employees eligible for sabbatical leave may utilize more than four (4) weeks in a calendar year, as per the qualifications defined in the collective bargaining unit.

LEAVE CANCELLATION

In the event of a major catastrophic event, the Executive Director may cancel all leaves. For annual vacations, employees who incur non-refundable expenses such as hotel accommodations, airline or other tickets, etc., because of the cancellation of a vacation by Snohomish County 911, will be reimbursed for such expenses within thirty (30) days of the cancellation and upon providing supporting documentation to validate lost funds.

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.3**

MILITARY LEAVE OF ABSENCE

Issued 5/23/2018
Revised 9/11/2024

INTRODUCTION

Snohomish County 911 is committed to protecting the job rights of employees ~~absent~~ on military leave. In accordance with federal and state law, it is Snohomish County 911's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised ~~his or her~~their rights under applicable law or this policy. ~~Such military duties includes~~ Military duties includes leaves of absence taken by members of the uniformed services, including Reservist, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Generally, the leave of absence is limited to five years, subject to certain exceptions under applicable laws. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work. ~~Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.~~

Paid Time Off (PTO) ACCRUALS

The employee, at their option, may choose to use accrued PTO ~~time~~ prior to moving to unpaid status while on military leave. ~~The PTO hours will be paid only for hours that the employee would otherwise have worked and received pay. Any unused leave accruals remaining when the unpaid leave begins will be held until the employee returns to active employment with Snohomish County 911. PTO does not accrue. During an unpaid leaves of absence, employees will not earn PTO accruals.~~

BENEFITS

For employees covered under Snohomish County 911's group health plan, benefits will continue for leaves under thirty (30) days, after which, the employee will be offered to continue coverage by selecting to pay through the Consolidated Omnibus Reconciliation Act (COBRA). ~~Employees receiving health benefits from a union covered plan should see their union representative for information on health benefits during military leaves of absence.~~

LEAVE FOR INACTIVE MILITARY DUTYMILITARY RESERVES

~~Employees that meet the definition of being on Inactive dDuty, are prescribed with training is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the reserve component. It which may consists of a regularly scheduled unit training period, or additional training periods, and equivalent training.~~

~~Employees who are members of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from their employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the employee may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. During such leave, the employee shall receive his or her normal pay for scheduled work days that are missed to participate in required military duty, training, or drills.~~

~~Employees are allowed twenty-one (21) workdays per calendar year for emergency duty as ordered by the President, the Secretary of Defense, or a State Governor. This leave is provided for employees who perform military duties in support of civil authorities in the protection of life and property or who perform full-time military service as a result of a call or order to active duty in support of contingency operations.~~

MILITARY RESERVE REINSTATEMENT

~~Employees are entitled to return to the same position held prior to the leave, or a position or like seniority, status, and pay. The employee will be placed on the equivalent pay step the employee would have been on had the leave not occurred. The employee seeking reinstatement must meet the following documentation and qualification requirements:~~

- ~~• Employees are entitled to return to the same position the employee held prior to the leave. The employee will be placed on the equivalent pay step the employee would have been on had the leave not occurred. The employee will pProvide Snohomish County 911 with military discharge documentation to establish timeliness of the application for reemployment (i.e., the duration of military service, and theproof of honorable discharge from the military service. Provided:~~
- ~~• Proper and timely notice was given by Tthe employee gave Snohomish County 911 notice of the need for at commencement of military leave.~~
- ~~• The period of military leave did not exceed five (5) years.~~
 - ~~• (Note: Disabled employees have two years after their dates of return – for purposes of recuperation and convalescence to seek re-employment).~~
- ~~• The employee must have been released under honorable conditions.~~
- The employee must have returned and applied for re-employment within the following time restrictions:

- Leaves of less than 31 days. The employee must report to work on the first regularly scheduled work period following the completion of military service; no application is required.
- More than 31 days, but less than 180 days. The employee must apply for reinstatement within fourteen (14) days after completion of military service.
- More than 180 days. The employee must apply for reinstatement no more than ninety (90) days after completion of military service.

APPROVAL

Employees should notify their manager as soon as they receive notice of the need to report for military training or active duty, and provide the manager with a copy of the military orders.

MILITARY SPOUSE~~AL~~/PARTNER LEAVE

During times of military conflict declared by the President or Congress, an employee~~r~~ working twenty (20) hours per week or more~~r~~ whose spouse/registered domestic partner is a member of the United States Armed Forces, National Guard, or Reserves who has been notified of an impending call or order to active duty, or who has been deployed, or when the military spouse is on leave from deployment, is eligible for a total of fifteen (15) days of leave per deployment.

The employee must give notice of intention to take leave within five (5) days of the soldier/spouse receiving official notice of the order to active duty, or official notice of receiving leave from active duty.

Employees must exhaust their PTO time prior to entering into unpaid time off.

During leave under this policy, Snohomish County 911 will continue to pay the employer's portion of benefits for those employees who receive health insurance under Snohomish County 911's group health plan.

Upon return from military spouse~~al~~/partner leave, an employee shall be entitled to return to the employee's former position or a position with equivalent pay, benefits, and conditions of employment; unless unusual circumstances have arisen (i.e. the employee's position or shift was eliminated for reason unrelated to the leave). If the employee chooses not to return to work for any reason, the employee should notify Snohomish County 911 as soon as possible. Failure to return as agreed from an approved leave may be treated as a voluntary resignation of employment.

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.4**

MEDICAL LEAVES OF ABSENCE AND ACCOMMODATIONS

Issued 5/23/2018
Revised 9/11/2024

INTRODUCTION

Snohomish County 911 provides all regulatory required leaves and protections available to employees. Employees are encouraged to be aware of all their rights and protections by reviewing material available in the policies, as well as the governmental resources provided within this policy. The Human Resources Department is responsible for leave administration and is a resource to employees for any questions. ~~may request a medical leave of absence due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.~~

ELIGIBILITY FAMILY MEDICAL LEAVE ACT (FMLA)

To be eligible for Family Medical Leave Act (FMLA) leave, employees must be employed with Snohomish County 911 for a minimum of twelve months, must have worked a minimum of 1,250 hours (all worked hours, including overtime) in the preceding 12 months (rolling year), and must work at a location where at least 50 employees are employed within 75 miles. These requirements do not apply to women requesting pregnancy disability leave (PDL).

If a pregnant employee does not meet eligibility requirements for FMLA, Snohomish County 911 will grant job-protected leave for the period of time that the employee is temporarily disabled due to pregnancy and/or childbirth. If the employee is eligible for FMLA, PDL will run concurrently.

LEAVE ENTITLEMENTS

Family Medical Leave Act

An FMLA eligible employee may request up to 12 weeks (calculations of workweek hours include any hours worked, including overtime) of FMLA leave per rolling year for ~~and of~~ the following reasons:

1. To care for self, if the employee has a serious health condition (as defined under federal FMLA law) that makes the employee unable to perform the essential functions of the position (including incapacity due to pregnancy, prenatal medical care, or childbirth);
2. To care for a spouse, son or daughter (as defined below), or parent who has a serious health condition;
3. To care for the employee's child upon birth, or to care for a child upon the child's placement with the employee for adoption or foster care;

4. For a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings. Qualifying exigency leave also covers up to 15 days off to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment.
5. FMLA leave taken for the birth of a child, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.
6. Snohomish County 911 tracks FMLA in one-quarter hour increments. If the employee fails to work at least one quarter hour due to a period of incapacity, then non-work time of one quarter hour increments will be charged to FMLA.
7. All leaves allowed under Snohomish County 911 leave policies run concurrently where allowed by law.
8. If an employee’s leave is covered by worker’s compensation, the Americans with Disabilities Act, or other disability or family leave law, Snohomish County 911 may request a medical certification to determine whether the leave also qualifies as FMLA.
9. The FMLA does not affect any federal, state or local law prohibiting discrimination or supersede any state or local law, which provides greater family or medical leave rights.
10. Spouses both employed by Snohomish County 911 will generally be jointly entitled to a combined 12 work-weeks of FMLA for the birth or placement of a child for adoption or foster care, or to care for a parent with a serious health condition. Each spouse, however, is individually-eligible for the full 12 weeks of leave in the 12-month rolling year to care for a child or spouse with a serious health condition, or for either employee’s own serious health condition.

Military Caregiver FMLA Entitlement

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured service-member who is the employee’s spouse, parent, child or next of kin. A covered service-member is a current member of the Armed Forces, including a National Guard or Reserves member, who has a serious injury or illness incurred in the line of duty on active duty that may render the service-member medically unfit to perform their duties for which the service-member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list.

A covered service-member may also be a veteran, who was a member of the Armed Forces, any time during the five years preceding his/her need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

~~Spouses both employed by Snohomish County 911 will generally be jointly entitled to a combined 12 work-weeks of FMLA for the birth or placement of a child for adoption or foster care, or to care for a parent with a serious health condition. Each spouse, however, is~~

~~individually eligible for the full 12 weeks of leave in the 12-month rolling year to care for a child or spouse with a serious health condition, or for either employee's own serious health condition.~~

DEFINITIONS

Son or Daughter – FMLA defines “son or daughter” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. An employee may take FMLA leave to care for a son or daughter with a serious health condition, who is age 18 or older and incapable of self-care due to a physical or mental disability, regardless of when the disability commenced.

Rolling Year – Snohomish County 911 defines a leave year as the rolling twelve-month period measured backward from the date an employee uses any FMLA leave.

Serious Health Condition – The most common serious health conditions that qualify for FMLA leave are:

- Health conditions requiring an overnight stay in a hospital or other medical care facility;
- Conditions that incapacitate the patient for more than three consecutive days and have ongoing medical treatment (either multiple appointments with a healthcare provider, or a single appointment with follow-up care such as prescription medication);
- Chronic conditions that cause occasional periods when the patient is incapacitated and require treatment by a healthcare provider at least twice per year;
- Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically-required bed rest).

Medically necessary - Required, not voluntary treatments or procedures authorized by a healthcare provider, with a certification confirming why leave is medically necessary.

INTERMITTENT LEAVE AND REDUCED WORK SCHEDULES

In certain circumstances, eligible employees may take FMLA intermittently (for example, in smaller blocks of time), or by reducing their work schedule when leave is needed for the employee's own serious health condition, or when leave is needed to care for an eligible family member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service.

~~If FMLA leave is to care for a child after the birth or placement for adoption or foster care, intermittent leave and/or reduced schedules are subject to approval from the Snohomish County 911 Human Resources Department.~~

Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations. Where an employee needs intermittent or reduced-schedule leave, Snohomish County 911 may temporarily transfer employees to alternative

positions with equivalent pay and benefits, for which the employee is qualified, and which better accommodate recurring periods of leave.

NOTICE REQUIREMENTS AND APPLICATION PROCESS

Employees requesting medical leave should submit a completed Leave Request Packet to the Human Resources Department), ~~which includes~~ Employees must submit a separate Leave Pay Designation Form to designate their pay elections regarding use of PTO and/or WASL designated PTO. Required medical certification from a healthcare provider and corresponding release forms. ~~The employee shall be return the completed and submitted certification within 15 calendar days, after it is provided, unless extenuating circumstances have been discussed with HR.~~

Employees must submit the written request for leave at least 30 days in advance when leave is foreseeable. If unforeseeable, notice must be provided as soon as practicable (which is generally the same day or next business day after the need for leave becomes known). Employees who fail to provide 30 days' notice for foreseeable leave, without a reasonable —explanation for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied. This also applies to employees who are recertifying a previously- approved FMLA that is reaching expiration and is still medically necessary. While waiting for return of the completed Leave Application Packet, leave will generally be approved on a “conditional” basis pending receipt, if the employee is eligible for FMLA.

~~The employee has the sole responsibility to provide a complete and sufficient Leave Application Packet. The employee with be provided with seven (7) calendar days to contact the healthcare provider to address and cure the deficiencies, and resubmit a revised/updated packet reflecting the correction(s) made.~~

Upon receipt of documentation, ~~The~~ the Human Resources Department may contact the employee's healthcare provider directly to authenticate and/or clarify the information on the certification, subject to signed consent/authorization from the employee. ~~The contact is limited to requesting verification that it was completed by the healthcare provider and/or requesting clarification of the responses provided to the questions within the form.~~

Upon receipt of a completed Leave Request Packet, the Human Resources Department will, within five business days (absent extenuating circumstances), provide employees with a written designation notice which describes: 1) the employee's rights and responsibilities, 2) whether the leave is FMLA-qualifying and the reasoning, and 3) the amount of leave that can/will be counted against the employee's FMLA entitlement.

~~Snohomish County 911 may retroactively designate FMLA leave (with appropriate written notice) to employees either upon mutual agreement, typically up to 15 calendar days upon receipt of the completed Leave Request Packet.~~

Recertification may be required every thirty (30) days if the leave circumstances have changed, including the duration/frequency of absences, severity of illness, and/or suspicious patterns of absence occurrences are present.

If Snohomish County 911 has a reason to doubt the validity of a certification, the agency may request a second opinion (at the employer's expense) from a provider not affiliated

with Snohomish County 911. In some cases, a third opinion may be sought to resolve disputes and will be considered final and binding.

Snohomish County 911 will not provide verbal or written notification to employees when an existing FMLA approval has expired or is approaching expiration. It is the employee's responsibility to monitor the approved FMLA dates received, and recertify with required notice if/when necessary.

~~Snohomish County 911 is not responsible for contacting healthcare providers directly to check the pending status of outstanding certification forms, requesting items be resent if not received, etc. Aside from verification of authenticity and/or clarification needs on forms already received, the employee is responsible for all required contact with the healthcare provider regarding certifications in progress, deficiencies requiring correction, etc.~~

FMLA request forms and certifications from healthcare providers will be kept in a confidential file separate from the employee's personnel file.

CERTIFICATIONS SUPPORTING NEED FOR MILITARY FAMILY LEAVE

The first time an employee seeks leave due to qualifying exigencies arising out of the active-duty or call to active-duty status of a covered military member, Snohomish County 911 requires that employees provide: 1) a copy of the military member's active-duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status (including the dates), and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.

When leave is taken for a covered service member with a serious injury or illness, Snohomish County 911 requires employees to obtain certifications from an authorized healthcare provider of the covered service member. In addition, Snohomish County 911 may request that the certification submitted by employees set forth additional information confirming entitlement to such leave.

Employees on FMLA for their own serious injury or illness, lasting seven (7) or more consecutive calendar days, are required to provide a signed release from an authorized healthcare provider to the Human Resources Department, at least three (3) calendar days prior to returning to work. The release note must include either the date employee is released to perform the essential duties of their position without accommodations, or date the employee may return to work with any restrictions and/or limitations requiring reasonable accommodation.

If restrictions are provided, those must include specific medical limitations, including but not limited to describing the requirement to use assistive aids/devices (i.e. wrist brace, crutches, casts, etc.), or any functions based on the applicable job description that the employee is unable to perform without reasonable accommodation, i.e. ability to type, lift arm, specific weight limits for lifting/pushing/pulling (if applicable). The Human Resources Department can provide a form providing this required information.

It is the employee's responsibility to contact Human Resources to confirm receipt of the required release note prior to returning to work.

Upon return from FMLA leave, an employee will be entitled to their former position, or a position with equivalent pay, benefits, and conditions of employment, unless unusual circumstances have arisen (i.e. the employee's position or shift was eliminated for reasons unrelated to the leave).

PAID FAMILY AND MEDICAL LEAVE (PFML)

Washington State Employment Security Department also permits employees to take Paid Family and Medical Leave (PFML) for health conditions of the employee or qualifying family members. Employees are encouraged to review Snohomish County 911's Paid Family and Medical Leave Policy (PAM 6.10) and visit www.paidleave.wa.gov to learn more.

CONTINUATION OF PAY AND BENEFITS

FMLA, as defined by law, is an unpaid leave; however, employees are required to use available accrued Paid Time Off (PTO) during an FMLA-covered absence, unless they are receiving PFML benefits for the same absence. See Snohomish County 911's Paid Family and Medical Leave policy (PAM 6.10) for more information.

During FMLA leave, Snohomish County 911 will continue to pay the employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums. While employees remain in paid status with PTO usage, their share will continue to be payroll-deducted. If leave reaches unpaid status, the employee will be notified by the Human Resources Department of the details of premium payments. The employee will be responsible for self-paying their share of monthly insurance premiums by sending payment to the Finance Department.

REASONABLE ACCOMMODATION OF A DISABILITY

Snohomish County 911 prohibits disability discrimination and is committed to providing reasonable accommodation to any qualified individual with a disability who needs accommodation to perform the essential functions of their job. Any employee who has a disability and wishes to request reasonable accommodation, should promptly contact Human Resources. Snohomish County 911 will work with the employee and their healthcare provider(s) to explore the extent to which reasonable accommodation can be provided without undue hardship.

Employees who need accommodation due to pregnancy may be afforded the following accommodations with or without medical certification: frequent, longer, or flexible restroom breaks; seating or allowing the employee to sit more frequently; and limiting lifting to 17 pounds or less. In addition, a pregnant employee may be entitled to other workplace accommodation(s), as long as there is no significant difficulty or expense and subject to written certification from a healthcare professional regarding the need for the requested accommodation.

QUESTIONS OR COMPLAINTS

Employees with questions about this policy should contact the Snohomish County 911 Human Resources Department. The FMLA makes it unlawful for employers to interfere

with, restrain, or deny the exercise of any rights provided under FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA, or involvement in any proceeding under or relating to FMLA.

If an employee believes their FMLA rights have been violated, they should contact Human Resources immediately. Snohomish County 911 will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation.

REFERENCE: Family and Medical Leave Act of 1993 (FMLA)
 Pregnancy Discrimination Act
 Americans with Disabilities Act of 1990 (ADA)

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.5**

DISCRETIONARY LEAVE OF ABSENCE

Issued 5/23/2018

POLICY

It is the policy of Snohomish County 911 to grant Discretionary Leave of Absence for extraordinary personal reasons or other grounds as approved by the Executive Director.

DEFINITION AND COVERAGE

A Discretionary Leave of Absence is an approved absence from work for which no compensation is provided (unpaid leave). It is not required by law, but allows employees to be relieved from duty for a designated period of time. Coverage under this policy includes all exempt and non-exempt full-time employees. The expectation is that the employee will return to work at the conclusion of the leave.

APPROVAL

Consideration of the employee's request for Discretionary Leave of Absence shall include the reason(s) for requesting the leave, the length of time desired, previous Discretionary Leaves of Absence granted, and any supporting document needed to verify the need for the request. An eligible employee may initiate a Discretionary Leave of Absence by written request to their manager. Approval will be based on business needs. The Executive Director will have final approval authority.

GUIDELINES:

- A Discretionary Leave of Absence will normally not exceed six (6) months duration.
- Employees will be required to exhaust all PTO and other types of leave available before being granted a Discretionary Leave of Absence.
- An employee will not be compensated for paid holidays which occur during a Discretionary Leave of Absence.
- An employee normally will not be granted more than one (1) Discretionary Leave of Absence in a three-year period.
- During a Discretionary Leave of Absence, an employee is not eligible for accumulation of Personal Time Off (PTO). In addition, PTO accruals will be pro-rated for any leaves of absence over one regular workweek in duration.
- An employee on Discretionary Leave of Absence shall not accumulate retirement benefits. Contributions normally made by Snohomish County 911 on behalf of the employee will not be made during the period of the leave.

- Employees will be required to maintain his/her share of health care premiums while on leave in accordance with PAM policy 5.6.

RETURN FROM DISCRETIONARY LEAVE OF ABSENCE

Upon return from Discretionary Leave of Absence, the employee shall be appointed to his/her former position. If the position no longer exists, the employee will be offered the first available position for which he/she is qualified by reason of skill, training, education, experience and length of employment. Salary for such a position will be determined based on the salary range of the new position.

The returning employee's seniority date will be adjusted as outlined in the collective bargaining agreement with ASE.

If any employee does not return from a Discretionary Leave of Absence as indicated at the time of the request and fails to notify management of extenuating circumstances within three (3) working days of the designated return date, the employee will be considered to have voluntarily resigned employment with Snohomish County 911.

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.6**

BEREAVEMENT LEAVE

Issued 5/23/2018
Revised 9/11/2024

INTRODUCTION

The ~~B~~ereavement ~~L~~ease policy establishes uniform guidelines for providing paid time off, in the form of Bereavement Leave, to employees for absences related to the death of immediate family members.

SCOPE

All non-represented regular full-time, active employees are eligible for this benefit. Represented employees should refer to their respective collective bargaining agreements for information regarding bereavement leave. The terms of a collective bargaining agreement take precedence over any conflicting terms contained within this policy.

DEFINITIONS:

“Immediate family member” is defined as a legal spouse, state registered domestic partner, child/~~ren,~~ stepchild, sibling, parent, stepparent, ~~—~~mother~~parent~~-in-law, ~~father-in-law,~~ grandparent, grandchild, significant other, or any relative who is a legal/permanent resident living in the immediate household of the employee at the time of death.

“Bereavement Leave” is leave with pay, not deducted from PTO. The ~~maximum employee will be granted three (3) days (or the equivalent hours) number of working days of Bereavement L~~ease ~~shall be granted will be three (3) except that~~ If the when funeral services are held outside the state of Washington, additional time, not exceeding two (2) days will be granted. If an employee needs additional time, PTO time may be requested. ~~All additional leaves of absence are,~~ subject to management approval.

GUIDELINES:

- ~~• Bereavement will be counted by days, not hours.~~ The number of hours for Bereavement Leave pay will be equal to the number of hours the employee is scheduled to work, ~~whether or not they were scheduled to work a full shift.~~
- ~~• The employee must complete a Leave Approval Form for Bereavement Leave and submit to their supervisor for approval (copy of the form must be routed to the Human Resources Department by the employee or the supervisor).~~
- ~~• Employees shall follow proper call in-procedures for calling off an absence due to a death in the immediate family. and make his/her supervisor aware of the situation. Supervisors will advise Human Resources following established notification procedures.~~

- Bereavement Leave shall apply to related-absences occurring within ninety (90) days following the death of the immediate family member.
- ~~In the event additional time off is needed above the paid Bereavement Leave, the employee shall contact Human Resources. Human Resources will coordinate additional time off with the employee. Employees will be required to exhaust their PTO banks.~~
- ~~Upon return to work, the employee must complete the appropriate forms.~~
- Employees may be required to provide documentation to support eligibility for Bereavement Leave.

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.7**

DOMESTIC VIOLENCE LEAVE

Issued 5/23/2018

Revised 9/11/2024

INTRODUCTION

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

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

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

Guidelines

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

An employee must ~~work-communicate~~ with the Human Resources Department ~~HR~~ to obtain approval for the leave of absence. Verification for leave will be required by Snohomish County 911. An employee may provide one or more of the following: a police report indicating the employee or employee's family member was a victim; a court order providing protection to the victim; documentation from a healthcare provider, advocate, clergy, or attorney; an employee's written statement that the employee or employee's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document, other similar record, or an employee's written statement.

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.8**

BREAK TIME FOR NURSING MOTHERS

Issued 5/23/2018

Revised 9/11/2024

POLICY STATEMENT

On March 23, 2010 the Patient Protection and Affordable Care Act was signed into federal law. This law amended Section 7 of the Fair Labor Standards Act. The legislation ensures that nursing mothers are supported in workplaces, and identifies the employer's obligations.

Snohomish County 911 supports the rights of nursing mothers in the workplace. Snohomish County 911 has had a longstanding practice to make the best effort to accommodate requests from nursing mothers for time and a private space to express breast milk during the work day.

Eligible employees: Employees who are nursing a child up to ~~two~~one (~~12~~) years after the child's birth.

Requests for breaks to express milk: An eligible employee should communicate with her supervisor to request breaks to express breast milk.

Amount of time allowed: Eligible employees are entitled to reasonable break time for the purpose of expressing breast milk. Though there is no maximum number of breaks or maximum length for each break, it is generally anticipated that three breaks per eight hour shift, each lasting 15 to 25 minutes, will be sufficient. The employee will be completely relieved from duty during nursing breaks.

Space and facilities: Eligible employees may use the designated ~~Quiet~~Lactation Room. If this room is not available for any reason, the supervisor will provide a room that is clean, has an electrical outlet, is shielded from view, and is free from any intrusion from co-workers.

~~Employees may use the sink in the break room for running water and paper towels.~~

~~Eligible employees may use the refrigerator designated for this purpose in the break room to refrigerate any breast milk. Employees wishing to use the refrigerator should maintain the expressed milk in sealed containers and follow Snohomish County 911's refrigerator policies.~~ Nursing mothers also have the option to carry cold packs for personal storage of expressed milk.

Compensation during break times: ~~If a non-exempt employee who need time to~~ expresses milk, can do so during a standard rest break and can request additional break time(s) with no

~~loss of pay, she will be paid for the time. If the non-exempt employee expresses milk on an unpaid break, or is taking an additional break for the purpose of expressing milk, this break time will be unpaid.~~

The pay of exempt employees will not be deducted for taking breaks under this policy.

POLICY AGAINST DISCRIMINATION AND RETALIATION

Employees will not be retaliated against for exercising their rights under this policy. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should report ~~his/her~~their concerns to the Executive Director or ~~designee~~Human Resources.

**Snohomish County 911
Personnel Administrative Manual
Policy #6.9**

UNPAID LEAVE FOR REASONS OF FAITH OR CONSCIENCE

**Issued 5/23/2018
Revised 9/11/2024**

Washington state law, RCW 1.16.050(3), allows employees of the state to take up to two unpaid holidays per calendar year for certain reasons:

- For reasons of faith or conscience
- For organized activities conducted by a religious denomination, church, or religious organization

~~Consistent with State law, employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.~~

~~You~~In order to take this unpaid leave, employees are required to submit a leave request to their supervisor following the same form and request procedures as those for paid time off or vacation. Employees are only required to indicate that they are electing to use “unpaid leave under PAM 6.9,” no other information is required in justifying the leave request. may select the days on which you desire to take the two unpaid holidays after consultation with your supervisor. If you prefer to take the two unpaid holidays on specific days, then you will be allowed to take the unpaid holidays on the days you have selected unless the absence would impose an undue hardship, or your presence at work is necessary to maintain public safety. The leave approval will take operational impacts under consideration, such as, “u~~Undue hardship,” means significant difficulty or expense, taking into account factors such as the effect of your absence on operations,~~ the number of other employees requesting leave, and the impact on other employees’ leave entitlements.

~~You should submit a written Leave request~~s for an unpaid holiday must be submitted to the employee’s~~your supervisor a minimum of two weeks prior to the requested day off. The unpaid holiday must be approved in writing by your supervisor. Partial days off will count as a full day toward the annual entitlement of two unpaid holidays. Employees may not use accrued PTO for holidays requested under this policy; if you would like to take PTO instead of an unpaid holiday under this policy, your request will be considered through the approval process applicable to PTO.~~The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

SNOHOMISH COUNTY 911

Personnel Administrative Manual POLICY #6.10

WASHINGTON PAID FAMILY MEDICAL LEAVE PROGRAM

Issued 5/21/2020
Revised 5/16/2024,
9/11/2024

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.

Intermittent PFML: PFML leave may be taken intermittently. In order to administer Intermittent PFML accurately, employees who qualify under this section, will be paid PTO for any days absent for Intermittent PFML until they provide evidence of weekly ESD claims. The employee must provide the ESD timesheets, by the 15th day of each month, for the previous calendar month for reconciliation purposes. Once the reconciliation of SNO911 payroll records with ESD timesheets is completed, the equivalent number of hours reflected in ESD timesheets, will be reimbursed to the employee's PTO accrual bank.

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 the ESD determination letter to Human Resources as soon as possible. In addition, the employee is required to submit must provide a completed Leave Pay Designation Form upon commencement of the leave or as soon as possible. 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.~~

~~2. PFML~~

~~3. 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. PFML Coordination with Other Benefits 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. Employees may use available accrued leave to cover any absences during the waiting period. Outside of the waiting period, paid leave accruals are not supplemental to monetary PFML benefits provided by ESD. 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 approved leave will run 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
- Receive holiday PTO (if applicable)
- Make employee PERS contributions
- Accrue service credit toward PERS/PSERS (if worked less than 69 hours/mo)
- Receive-Accrue eEmployer PERS contributions ~~or to r~~
- 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.

**Snohomish County 911
Personnel Administrative Manual
POLICY #6.11**

HUMAN RESOURCES NOTIFICATIONS

**Issued 7/21/2022
Removed 9/11/2024**

POLICY

~~Directors, Managers and Supervisors play a critical role in managing legal risk. The purpose of this policy is to provide guidance and establish standards and provide general guideline for when and how to make notifications to Human Resources. Human Resources will ensure that appropriate processes are followed to notify employees of their legal rights, ensure those rights are protected and track timelines/eligibility issues.~~

~~Those who supervise staff are encouraged to consult with Human Resources whenever a question arises that may implicate protected rights or employee safety.~~

GENERAL GUIDELINES:

~~The following incidents/events require notification to Human Resources. Human resources will either handle or assist the supervisor in handling communications to determine if protected rights are involved:~~

~~● **Facts that may suggest an FMLA qualifying event:**~~

- ~~1. Absent 3 consecutive shifts.~~
- ~~2. Discussion about current or future medical issues involving an employee or an employee's spouse, child, or parent.~~
- ~~3. An employee who is pregnant or whose spouse is pregnant. An employee who is adopting or placing a foster child.~~
- ~~4. A qualifying exigency (refer to PAM – Medical Leave of Absence).~~

~~**Facts that may suggest an ADA Qualifying medical condition:**~~

- ~~1. When the employee tells you they have a qualifying ADA condition.~~
- ~~2. Observations that an employee is having difficulty performing the essential functions of the job, combined with some reason to believe a physical or mental disability is a factor.~~

~~● **Domestic Violence**~~

- ~~1. An employee's disclosure that they are in relationship that includes domestic violence.~~
- ~~2. Observations that lead you to suspect an employee is in a relationship that includes domestic violence.~~
- ~~3. An employee request for time off work for court date(s) or to relocate to a new residence due to a legal situation.~~

- ~~**Leaves of Absence**~~

- ~~1. Military Leaves~~
- ~~2. Bereavement leave~~
 - ~~a. Initial bereavement request.~~
 - ~~b. Any request above the 3 or 5 bereavement days allowed per the contract.~~
- ~~3. Jury Duty Summons~~
- ~~4. Requests for Discretionary Leaves of Absence~~
- ~~5. Other Extended periods of leave and/or any time off without pay.~~

- ~~**Facts that suggest an employee has sustained an on-the-job injury**~~

- ~~**Harassment claims**~~

- ~~1. Any discussion about conduct or actions that could be creating a hostile, abusive or intimidating work environment.~~
- ~~2. Discussion or suggestion by an employee that the employee feels mistreated because they are part of a protected class.~~
- ~~3. Harassment complaints must be reported even if the employee requests confidentiality.~~

- ~~**Accommodation requests**~~

- ~~1. Any request to modify or adjust a work process or the work environment (e.g. headset requests, request to use a ball chair, request for a new keyboard, request for extended breaks due to medical needs), whether or not the employee uses the term "reasonable accommodation."~~
- ~~2. Accommodation requests can come in any form. The phrase 'reasonable accommodation' does not need to be used for a request to be made. HR will engage in the interactive process with an employee and determine if an accommodation will be made.~~
- ~~3. Request to accommodate the needs of nursing Mothers.~~
- ~~4. All other situations where you feel an accommodation should be made to assist an employee to be able to perform the job duties, regardless of whether the employee initiated the request.~~

~~Employees absent on a paid holiday.~~

~~Other personnel issues preventing the employee from performing the essential functions of the job~~

~~Contacting Human Resources:~~

References:

- ~~PAM 5.4 — Jury Duty~~
- ~~PAM 6.3 — Military Leave of Absence~~
- ~~PAM 6.4 — Medical Leave of Absence~~
- ~~PAM 6.5 — Discretionary Leave of Absence~~
- ~~—— PAM 6.6 — Bereavement Leave~~
- ~~—— PAM 6.7 — Domestic Violence Leave~~
- ~~PAM 6.8 — Break Time for Nursing Mothers~~
- ~~PAM 6.9 — Unpaid Leave for Reasons of Faith or Conscience~~
- ~~—— PAM 6.10 — Paid Family and Medical Leave~~

CHAPTER 7

PROPERTY MANAGEMENT

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.1**

PRIVACY IN COMMUNICATIONS

Issued 5/23/2018
Revised 9/11/2024

POLICY

Employees have no expectation of privacy on any communication device or system ~~in the Dispatch Center~~. Under no circumstances will any Snohomish County 911 communication system be used for illegal purposes.

NOTICE

All telephone lines and radio channels ~~in the Dispatch Center may be~~are electronically recorded.

PURPOSE

All ~~Dispatch Center~~ communications devices and systems are provided for business purposes only. These communications are also subject to public disclosure, criminal and civil proceedings, and potential media exposure which may reflect on the liability, integrity, and accuracy of the information being processed.

RECEIPT OF PERSONAL CALLS

Employees may not receive personal telephone calls at the Dispatch Center consoles. Calls of an urgent or emergency nature may be made on the main business line in the Dispatch Center. ~~Such calls will be kept brief and infrequent.~~

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.2**

EQUIPMENT ISSUE AND CARE

Issued 5/23/2018
Revised 9/11/2024

PURPOSE

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

EQUIPMENT ISSUE

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

EQUIPMENT CARE

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

QUESTIONS

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.3**

**FOOD AND BEVERAGES IN THE DISPATCH CENTER AND TECHNICAL
EQUIPMENT ROOMS**

Issued 5/23/2018
Revised 9/11/2024

PURPOSE

It is the intent of this policy to maintain a safe and clean work environment, which includes proper care of equipment and work stations. This policy provides general guidelines on food and drinks in the Dispatch Center and Technical Equipment Rooms.

POLICY

Food and beverages are prohibited in Technical Equipment Rooms. Food and beverages are allowed in the Dispatch Center under the following guidelines:

- **Beverages:** Liquids shall be in spill-proof containers (sport bottles, travel hot beverage cups, etc.). Open containers and disposable cups/cans are not allowed. Any liquids in fast food, drive thru, coffee cups, cans, etc. shall be placed in a spill-proof container before being brought into the Dispatch Center. Water and soda type bottles with replaceable caps will be allowed, but the cap must be secured when not in use. Please take reasonable steps to ensure the Center and the equipment contained in the Center is not damaged. Liquids shall be kept away from keyboards and other electronic equipment.
- ~~**Light Snacks:** Light snacks will be allowed in the Dispatch Center, with consideration given to items that may cause stains, crumble or easily create a messy workstation. However, certain snacks shall not be brought into the Dispatch Center due to their propensity to make a mess. Examples of snacks that are too messy for the Dispatch Center would include things that have a coating that is easily transferred to the fingers, then to the equipment (example: certain cheese snacks or buttered popcorn), also nut or seed type snacks that would have to be~~

~~shelled are not allowed in the Dispatch Center (peanuts, pistachios, sunflower seeds, etc.).~~

- **Meals:** ~~It is The expectation~~ that employees working in the Dispatch Center or Technical Equipment rooms, eat meals ~~is meals will be eaten~~ during breaks ~~time,~~ and away from their work area. ~~out of the Dispatch Center.~~ At times, ~~F~~full meals ~~shall may only~~ be brought into the Dispatch Center when break times ~~are~~ is unavailable due to staffing or other ~~major critical incident~~ circumstances, with Supervisor or Management approval. Special occasion meals (Thanksgiving, etc.) will be allowed ~~with, but~~ caution ~~must be~~ exercised to protect workspaces and equipment~~make sure the Center remains as clean as possible.~~

If there are questions as to what type of containers and snacks are allowed in the Dispatch Center, the Shift Supervisor's good judgment shall prevail and the question will be presented by the Supervisor through the chain of command for further evaluation.

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.4**

OPERATION AND MAINTENANCE OF SNOHOMISH COUNTY 911 VEHICLES

Issued 5/23/2018
Revised 9/11/2024

PURPOSE

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

DEFINITION OF A SNOHOMISH COUNTY 911 VEHICLE

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

DRUGS AND ALCOHOL

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

USE OF PERSONAL VEHICLE

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

USE OF SNOHOMISH COUNTY 911 VEHICLE

Any long-distance trips or area familiarization into rural areas requires the advanced approval of the Department Manager or Executive Director. A travel plan (route, est. depart/arrive, vehicle occupant's cell ~~phone~~~~contact~~ number) may be required and will be submitted to the Shift Supervisor and Department Manager. In certain circumstances, a

portable radio may also be issued by the Shift Supervisor when using a vehicle not equipped with a radio, along with a designated call-sign. Snohomish County 911 vehicles will never be taken into extreme rural areas, mountain passes, back country, unimproved (dirt) roads or other remote areas unless an explicit business purpose exists and with the advanced approval of the Department Manager or Executive Director. The Radio Team of the Technology Department is exempt from this limitation while conducting service and maintenance of radio tower sites.

USE OF SNOHOMISH COUNTY 911 TAKE-HOME VEHICLES

Employees assigned a take-home vehicle by Snohomish County 911, must comply with the following additional guidelines:

- 1) Vehicle should be utilized for official business use only.
 - a) Incidental use of vehicle for personal errands should be kept to minimal, an example of incidental use is picking up dinner on the way home.
- 2) No work should be conducted while driving; including use of a laptop or cellular phone (unless a hands-free Bluetooth connection is available in the vehicle).

INCLEMENT WEATHER / CONDITIONS

During periods of inclement weather (snow, ice, etc.) use of the vehicles may be restricted and any use of vehicles requires advanced approval. ~~by the~~ The Department Manager or Executive Director can limit operations related to use of vehicles in hazardous conditions.

PRE-TRIP VEHICLE INSPECTION

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

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

POST-TRIP TASKS:

- Update the mileage log as appropriate.
- Report to ~~Operations Manager~~Facilities maintenance staff if fuel level at or below 1/4 tank. Employees with assigned vehicles are required to fuel the vehicle.
- Immediately report any damage or vehicle issues to the ~~Operations Manager~~Facilities maintenance staff. Manager and if insurance coverage will be utilized, the Human Resources Department.
- ~~If a travel plan was made, submit the completed plan to the Shift Supervisor or Department Manager upon return to Snohomish County 911.~~

DRIVER'S LICENSE REQUIREMENTS:

- A. Prospective and current employees, whose job duties include the operation of a Snohomish County 911 vehicle, must be in possession of a valid and current Washington State driver's license. Under no circumstances shall a Snohomish County 911 employee, whose license has been cancelled, revoked, suspended, or expired, operate a vehicle around or about a roadway.
- B. An employee, whose job duties include the operation of a Snohomish County 911 vehicle, shall immediately, within twenty-four (24) hours, notify the Executive Director of any change in the status of his/her driver's license or the receipt of any citation for a moving violation in the operation of a Snohomish County 911 vehicle. Failure to immediately report a driver's license revocation, suspension, cancellation, or citation, as required by this paragraph, shall result in disciplinary action.
- C. An employee, whose job duties include the operation of a Snohomish County 911 vehicle, who fails to report a change in the status of his/her driver's license or the receipt of any citation for a moving violation shall be subject to one or more of the following consequences:
 1. Revocation of driving privileges,~~or~~
 2. Letter of reprimand,~~or~~
 3. Suspension without pay,~~or~~
 4. Termination

- D. Any current employee arrested for driving under the influence of alcohol or drugs will be immediately prohibited from operating Snohomish County 911 vehicles. If the person is ultimately found not guilty of driving under the influence of alcohol or drugs, driving privileges will be reinstated. If the person is found guilty, driving privileges will be taken away for an additional period not to exceed one (1) year starting with the initial date driving privileges were revoked. If greater than one year has elapsed between the date of arrest and conviction for DUI, the employee's driving privileges will be revoked for, at least, an additional ninety (90) days from the date of conviction. It is the responsibility of the employee to report such an arrest or conviction to the Executive Director.

SEAT BELT USE

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

PASSENGERS

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

ACCIDENTS:

- A. Obtain Medical Aid: Obtain emergency medical aid for any injured persons.

~~B. Statements: If you an employee isare involved in an accident, they should-do not admit liability or state that you or Snohomish County 911 will take care of the damages. Do not discuss the accident with anyone other than your supervisor, manager or authorized personnel.~~

~~C.B. Notify Law Enforcement: Contact tThe law enforcement agency having jurisdiction for the accident location should be contacted immediately.~~

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

D.C. Obtain Information: Any employee involved in an accident must Obtain the following information from other involved parties and witnesses:

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

E.D. Notify Snohomish County 911: Immediately notify the following Snohomish County 911 employees or offices, as appropriate:

- Driver's immediate supervisor.
- WCIA claims contact at 206-575-6046 or Evergreen Adjustment during non-business hours at 800-933-4235.
- Snohomish County 911 Executive Director or Department Director Operations Manager.
- Human Resources: for insurance coverage, accident reporting and any injury reporting.

F.E. Repair Estimates: As soon as possible, Snohomish County 911 will obtain two written estimates from local garages for repairs to the Snohomish County 911 vehicle. All repair warrants will be forwarded to the Finance Department.

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

As soon as possible, preferably on the day of the accident, the Snohomish County 911 driver must submit a Vehicle Accident Report to the Executive Director. The Vehicle Accident Report must include the driver's signature and the driver's supervisor's signature. The driver will preserve and attach all accident documentation: reports, memorandums, witness cards, photographs, evidence and other pertinent information.

~~H.G.~~ Bodily Injury: The Executive Director must be notified in the event of bodily injury to Snohomish County 911 employees.

~~I. Claims: An employee who is involved in an accident while driving a privately owned vehicle on Snohomish County 911 business is not reimbursed for deductibles and the employee's insurance is considered primary.~~

MAINTENANCE

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

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

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

Modifications for the Radio Section of the Information Technology Department's vehicles are pre-approved for the following: tires, winches, lights, antenna mounts, canopies, snow plows and any other equipment necessary to access remote areas and maneuver in inclement weather.

All repairs expenses shall follow established purchasing procedures. ~~be pre-approved by the Executive Director.~~

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.5**

ACCEPTABLE USE OF TECHNICAL RESOURCES

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INTRODUCTION

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

GUIDELINES:

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

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

Confidential and official Snohomish County 911 information should never be transmitted, forwarded, discussed or otherwise shared with outside individuals, companies, or agencies not authorized to receive that information as part of their

immediate, official job functions and should not be sent or forwarded to other employees or agencies that do not need the information to perform their jobs and conduct Snohomish County 911 business. Confidential information should be stored in such a manner as to preclude unauthorized access.

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

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

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

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

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

Access Control: Access to systems and programs which do not use the Snohomish County 911 user-id for access control (CAD, etc...), should be reviewed regularly and access for individuals should be removed when they no longer meet the criteria for which they were granted access. Termination of employment, retirement, and job duty changes are just some of the reasons that access may no longer be appropriate. Access to the network can be removed by IT staff by either changing the account password or removing the user-id. Access to other programs should be reviewed by the program administrator. Systems that do not use Snohomish County 911 user-id for *authentication/authorization* and which do not

have a tie to an automated process for user-id disabling after separation from Snohomish County 911 should be reviewed for possible inclusion in the user-id system or have some automatic account disablement implemented. Monthly reviews of access should be performed for all systems handling sensitive data, regardless of their authentication method.

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

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

3. Acceptable Use: Each person using Snohomish County 911's computer and network resources should:
 - Clearly and accurately identify one's self in electronic communications. Do not forge or misrepresent one's identity. Concealing or masking the identity of electronic communications such as altering the source of an email message by making it appear as if the message was sent by someone else is a violation of this policy.
 - Use computer and network resources efficiently. Computing resources are finite and must be shared. Users may use Snohomish County 911's computer and network resources for incidental personal purposes, provided that such use does not:
 - Unreasonably interfere with the use of computing and network resources by other users, or with Snohomish County 911's operation of computing and network resources;
 - Interfere with the user's employment or other obligations to Snohomish County 911; or
 - Violate this policy or other applicable policy or law. Snohomish County 911 retains the right to set priorities on use of the system, and to limit recreational or personal uses when such uses could reasonably be

expected to cause, directly or indirectly, strain on any computing facilities, or to interfere with research, instructional or administrative computing requirements, or to violate applicable policies or laws. Examples of inappropriate use include circumventing the editor or moderator to post messages to private (closed) list-servers, sending “chain letters” or engaging in pyramid schemes, or engaging in unauthorized peer-to-peer file sharing. Sending “spam,” defined, as unsolicited “junk” e-mail sent to large numbers of people to promote products or services or inappropriate promotional or commercial postings to discussion groups or bulletin boards, is not permitted.

- Do not harass or intimidate or use computer and network resources for unlawful acts. Snohomish County 911, in general cannot and does not wish to be the arbiter of content maintained, distributed or displayed by users of the Snohomish County 911’s computing and network resources. For example, Snohomish County 911, in general, cannot protect users from receiving email they may find offensive. Using the Snohomish County 911’s computer or network resources for illegal activities, however, is strictly prohibited. Unlawful use of Snohomish County 911 computer and network resources can expose the individual user and Snohomish County 911 to damages claims, or potential criminal liability. Unlawful uses may include, but are not limited to: harassment and intimidation of individuals on the basis of race, sex, religion, ethnicity, sexual orientation or disability; obscenity; child pornography; threats; theft; attempting unauthorized access to data; attempting to breach security measures on any electronic communications software or system; attempting to intercept electronic communication transmissions without proper authority; and violation of intellectual property or defamation laws. Do not use computer systems to send, post, or display slanderous, unprofessional, inappropriate or defamatory messages, text, graphics, or images. By using Snohomish County 911’s computer and network services, each user accepts the responsibility to become informed about, and to comply with, all applicable laws and policies.
- Use of Snohomish County 911 technical resources and networks is for conducting Snohomish County 911 business. Incidental personal use is permissible to the extent that it does not violate other provisions of Snohomish County 911 policies or interfere with the performance of employee’s duties. Using official Snohomish County 911 email accounts for personal use is not

permitted. Use of ~~your-a~~ computer account or the network for commercial activities that are not approved by appropriate supervisory personnel consistent with applicable policy, or for personal financial gain is prohibited. Examples of prohibited uses include using ~~your-a~~ computer account for engaging in unauthorized consulting services, software development, advertising products/services, and/or other private commercial activity. Personal use of restricted systems, including CAD/RMS and ACCESS is specifically prohibited. Employees who have access to these systems must follow established policies and procedures for acceptable use.

- Respect Snohomish County 911 property. Misuse of Snohomish County 911 property includes, but is not limited to, theft or damage of equipment or software, installing unauthorized applications, knowingly running or installing computer viruses or password cracking programs, attempting to circumvent installed data protection methods that are designed and constructed to provide secure data and information, or in any way attempting to interfere with the physical computer network/hardware, or attempting to degrade the performance or integrity of any Snohomish County 911 network or computer system.
 - ~~Make only appropriate use of data to which you have access.~~ Authorized Snohomish County 911 personnel may have access to data/information beyond what is generally available, and should only access and use this data/information in accordance with performing assigned tasks. Privileged access to data may only be used in a way consistent with applicable laws, Snohomish County 911 policies, and accepted standards of professional conduct. Those who have access to databases that include personal information shall respect individual privacy and confidentiality, consistent with applicable laws and Snohomish County 911 policies regarding the collection, use and disclosure of personal information.
4. Copyrighted Information: Respect copyright and intellectual-property rights. Users must adhere to the U.S. Copyright Act and the terms and conditions of any and all software and database licensing agreements. Any form of original expression fixed in a tangible medium is subject to copyright, even if there is no copyright notice. Examples include music, movies, graphics, text, photographs, artwork and software, distributed in any media – including online. The use of copyrighted work

(such as copying, downloading, file sharing, distribution, public performance, etc.) requires either:

- The copyright owner's permission, or
 - An exemption under the Copyright Act. The law also makes it unlawful to circumvent technological measures used by copyright owners to protect their works. Copyright infringement exposes the user, and possibly Snohomish County 911, to heavy fines and potential criminal liability. Therefore, without limitation of other possible sanctions, Snohomish County 911 may refuse, suspend and/or terminate computer and network access, with respect to any user who violates the copyright law, or who uses the Snohomish County 911's computer and network resources contrary to the terms of Snohomish County 911's software or database license agreements.
5. Installing software: Some software programs may be incompatible with Snohomish County 911's computer systems or may contain viruses. The tech department will determine whether software programs are in conflict with other network resources, prior to the installation of any new software. It is not permissible to install personal software/application on any Snohomish County 911 computer.
6. Prohibited Use: Use of the computer systems to engage in any communications that are in violation of Snohomish County 911 policies, including transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization, is strictly prohibited.
7. Misuse/Non-Compliance: Users who misuse Snohomish County 911's technical resources or who fail to comply with Snohomish County 911's written usage policies, regulations and guidelines are subject to one or more of the following consequences:
- Temporary deactivation of computer/network access
 - Permanent deactivation of computer/network access
 - Corrective action up to and including termination of employment
 - Subpoena of data files
 - Legal prosecution under applicable federal and state laws
 - Possible penalties under the law, including fines and imprisonment

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.6**

BUILDING AND SECURITY

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Revised 2/17/2022, 9/11/2024

POLICY

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

BUSINESS NECESSITY FOR THIS POLICY

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

REQUIREMENTS OF THIS POLICY:

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

~~5.6.~~ The door providing entrance to the administration offices at North Campus should remain locked at all times.

6. Facility security is everyone's responsibility and employees should not grant access to others including those who may appear to be, or present themselves as, authorized to be within the facility. Visitors, vendors and others must check-in at the front desk or with a supervisor after-hours.
7. All visitors/vendors must check in at the front desk or be met by authorized employees to grant access into any ~~SNO~~Snohomish County 911 facility. At no time will any visitor/vendor be granted access onto the dispatch floor, systems/radio rooms, utility closets or other sensitive locations without prior approval from a Director, Manager or when accompanied by an authorized ~~SNO~~Snohomish County 911 escort.
 - a. Exceptions to this section include tenants and contractors who access remote Wireless Tech sites/facilities. Those individuals are permitted to be present without an authorized ~~SNO~~Snohomish County 911 employee. ~~SNO911 m~~Management reserves the right to establish notification policy with tenants and contractors as needed.
8. Weapons, self-defense sprays, firearms or ammunition shall not be brought into any work area ~~of SNO911~~ except by commissioned police officers (regular). Nothing in this policy authorizes the employer to search an employee's personal vehicle unless otherwise authorized by RCW 49.44.230.
9. All visitors entering the facility for the purpose of ~~Citizen Work~~-Observations, including family members, shall follow the procedures outlined in SOP A-016-Visitor and Observation Procedure.
10. Suspicious person/vehicles/objects on or near ~~SNO911~~Snohomish County 911 facilities will be promptly reported to the supervisor and appropriate law enforcement agency.

DANGEROUS/EMERGENCY SITUATIONS

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

skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment in providing access to the facility.

RESPONSIBILITY AND ENFORCEMENT GUIDELINES

Snohomish County 911 employees and tenants shall be responsible for their visitors.

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.7**

Use of Personal Equipment for Remote Support

Issued 5/23/2018

Purpose

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

Scope

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

Guidelines

Personal Equipment

Any computer hardware that is not owned, managed, and maintained by Snohomish County 911 or a Snohomish County 911 member agency. This includes laptops, desktops, tablets, cell phones or any other electronic device used to connect to the Snohomish County 911 internal network is not to be used to access any internal Snohomish County 911 system that may contain or transmit CJIS restricted data.

Home or Public Internet Access

Employees often have the need to use non-Snohomish County 911 owned and maintained internet and network connections. If, at any time, an employee needs to use any internet or network connection to connect to the Snohomish County 911 network, the technician must use Advanced Authentication as outlined in the

Snohomish County 911 *PAM Policy #7.8 –Use of Advanced Authentication for Remote Access.*

**Snohomish County 911
Personnel Administrative Manual
POLICY #7.8**

Use of Advanced Authentication for Remote Access

Issued 5/23/2018

Purpose

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

Scope

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

Guidelines

Personal Equipment

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

Non-secure Locations

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

Advanced Authentication

Advanced Authentication shall be employed at any time when an employee has a need to connect to the Snohomish County 911 network from a location outside of the Snohomish County 911 main building. Advanced authentication shall be

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

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

**Snohomish County 911
Personnel Administrative Manual
POLICY 7.9**

RECORDS MANAGEMENT TEXT CHAT INSTANT MESSAGING

Issued 10/21/2021

I. Purpose: The purpose of this policy is to provide guidance to Snohomish County 911 ~~(SNO911)~~ and its employees on the proper managing of public records that have been created or received as text, chat and/or instant messages in accordance with the rules established by the Washington State Archivist, the provisions of the Public Records Act (Ch. 42.56 RCW), and the Snohomish County 911 Public Records Policy.

II. Policy:

Only select positions within the agency are issued agency provided cellphones or eligible for the cellphone stipend. Some staff members carry personal cell phones that, for emergent reasons, are occasionally used to conduct Agency business. All Agency related text, chat and instant messages sent and received on personal and ~~SNO~~snohomish County 911 issued devices and made within the scope of employment, which is defined as when the job requires it, the employer directs it, or it furthers the employers interests, are considered public record and may be subject to disclosure under the Public Records Act. These records should be managed according to the applicable Washington State Archives LocalGovernment Retention Schedule (CORE).

The following is intended to help manage business-related texts, chats or instant messages, received on ~~SNO911~~Snohomish County 911 and personal devices, including but not limited to phones, tablets and laptops. This policy specifically excludes text messages received through the 911 telephony system.

1. ~~SNO~~snohomish County 911 provides Employees access to an approved third party messaging service that includes Agency wide retention policies. Communication via the third party vendor is retained and searchable by ~~SNO~~snohomish County 911.
2. Except during an emergency or when approved systems are not an option, the third party messaging service will be the only approved method for Employees who will be using personal devices for the purpose of communicating Agency related business, by text, chat or instant messaging. In the case where approved systems are not used, employees shall turn over records to the Public Records Supervisor.
3. Employees, at no cost to them, are able to download the third--party messaging application, to their personal devices. ~~SNO~~snohomish County 911 will provide the

Employee with the information required to log in to the Agency's secure account.

4. Employee personal devices and non-approved applications should be used for transitory messages only. Transitory is defined as: "Public records that only document information of a temporary or short-term value (WA State - CORE 6.1) , and provided that the records are:
 - **Not** needed as evidence of a business transaction; and
 - **Not** covered by a more specific records series.

Examples include informal notices of meetings, directions, scheduling information, and other routine messages that would not be kept in a file if it were a paper communication.

Text messages shall not be used to send policy, contract, formal correspondence, or personnel related data. Sensitive information should never be sent by text message, (e.g. social security numbers, credit card numbers, passwords, etc.).

All employees have records management responsibilities for Agency related texts, chats and instant messages they send and receive. Employees may be asked to identify records responsive to public disclosure or to a discovery request. If an employee is unsure as to whether or not a record is a public record, transitory or non-transitory, they are expected to seek guidance and/or direction from the Public Records Officer or authorized department director.

Employees who refuse to review and identify possible public records on their personal devices, and provide information to the Agency sufficient for it to respond to a public Records Act request, may be subject to corrective action.

Sensitive information shall not be sent by text message, (e.g. social security numbers, credit card numbers, passwords, etc.).

References

[Washington State Public Records Act RCW 42.56](#)

[Washington State Archives Local Government Common Records Retention Schedule \(CORE\)](#)
Snohomish County 911 Public Records Policy

Record of Changes

[illegible]



Action Proposal Form

Date: September 11, 2024

Title: Radio Fleet Expansion Requests

Background / Purpose:

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

Current 2024 radio fleet expansion requests and staff recommendations and are included below.

Table 1 – Radio Fleet Expansion Request Year to Date

Date	Agency	Type	Qty Police APX8000 Portable	Qty Jail APX6000 Portable	Qty Mobile Single Head	Qty Fire APX8000H Portable	QTY Mobile Dual Head	Estimated Amount w/ Tax	Board Status
1/31/2024	Tulalip Fire	Growth			1			\$5,672	Approved July
1/31/2024	Tulalip Fire	Growth				4		\$32,677	Approved July
1/31/2024	Granite Falls Fire	Growth			1			\$5,672	Approved July
2/15/2024	Granite Falls Fire	Growth			1			\$5,672	Approved July
2/21/2024	Sky Valley Fire	Growth			2			\$11,344	Pending Fire TAC Discussion
4/1/2024	Tulalip PD	Growth			5			\$28,360	Approved July
1/16/2024	NCRFA	Growth			1			\$5,672	Approved July
4/16/2024	Darrington Fire	Loss/Dmg				1		\$8,169	Pending Loss/Dmg Form
7/15/2024	Monroe PD	Loss/Dmg	2					\$12,089	Pending Insurance Claim
4/11/2024	Arlington PD	Growth					5	\$38,333	Approved July
6/12/2024	Getchell Fire	Growth			3			\$17,016	Approved July
6/27/2024	SCRFA	Growth			4			\$22,688	Recommend Approval
8/2/2024	Lynnwood PD	Growth			6			\$34,031	Recommend Approval
8/14/2004	Everett PD	Growth			8			\$45,375	Recommend Approval
8/13/2024	Mountlake Terrace PD	Growth			4			\$22,688	Recommend Approval
8/22/2024	SCFD 4	Growth			2			\$11,344	Recommend Approval
9/3/2024	County Airport Fire	Growth			2			\$11,344	Recommend Approval

All of the radio requests recommended for approval in this APF can be met through the inventory purchase approved by the SNO911 August Board Meeting. Please note there are a few requests in the queue including: two mobile radios for Sky Valley which will be discussed in the September Fire

TAC meeting, one Darrington Fire radio that needs a form submitted, and two Monroe PD radios that were stolen that are waiting for an insurance claim to be filed.

This request has been reviewed and approved by the Finance Committee.

Suggested Action/Recommendation:

Authorize staff to move forward with the radio fleet expansion requests of the new radio equipment from incoming inventory as outlined in the above summary.

Fund: Fund 140



REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: South County Fire Date: 6/27/24

Contact Name: DC James Curtis - Logistics

Email: jcurtis@southsnofire.org Phone: 425-551-8448

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
4	APX8500	All Band MP Mobile	9/30/24

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

Fleet expansion to include:

- Community Resource Paramedics (CRP)
- Addition to the reserve pumper fleet
- Addition to the Training Division
- New Brush Truck

Robert Eastman

Robert Eastman (Jul 29, 2024 08:32 PDT)

Signature of Agency Head, Mayor or Council President

Jul 29, 2024

Date signed

SNO911 Staff

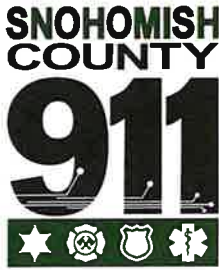
Approximate equipment value (not to exceed) \$22,687.62

Staff Recommendation

Approve Fleet Expansion Reques

SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Lynnwood Police Department Date: 8/2/24

Contact Name: Scott Dilworth

Email: sdilworth@lynnwoodwa.gov Phone: 425-670-5607

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
3	APX8500	With Remote Mount E5 Heads	9/1/24
1	APX8500	With Remote Mount E5 Heads	1/1/25
2	APX8500	With O3 Heads	1/1/25

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

Police fleet expansion including patrol and unmarked vehicles.


Signature of Agency Head, Mayor or Council President

8-5-24
Date signed

SNO911 Staff

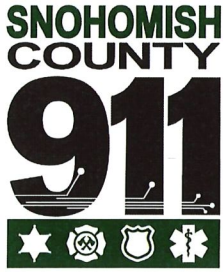
Approximate equipment value (not to exceed) \$34,041.44

Staff Recommendation

Approve Fleet Expansion

SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Everett Police Department Date: 8/14/24

Contact Name: Travis Katzer / Randy Belles

Email: tkatzer@everettwa.gov Phone: 425-257-8497

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
8	APX8500 Mobile Radio	Standard Mobile Install Kit	9/1/24

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

This is a fleet expansion.


Signature of Agency Head, Mayor or Council President

8/16/2024
Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

\$11,343.81

Staff Recommendation

Approve Fleet Expansion

SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Mountlake Terrace Police Date: 8/13/20

Contact Name: Sgt. Matt Porter

Email: mporter@mltwa.gov Phone: 425-670-8260

Describe the specific quantity and type of radio equipment being requested			
Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
4	APX8500	E5 control head	9/1/20

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

We are adding 4 new vehicles to our fleet.

Signature of Agency Head, Mayor or Council President

8/14/24

Date signed

SNO911 Staff

Approximate equipment value (not to exceed) \$22,687.62

Staff Recommendation

Approve Fleet Expansion

SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT
FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Snohomish County Fire District #4 Date: 8/22/24

Contact Name: A.C. Jason Hodkinson - Gary Jessop Maintenance

Email: JasonH@Snohomishfire.org - GaryJ@Snohomishfire.org Phone: 360-568-2141

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
Example: 1	APX8000	Single-Band, charger, etc.	March 13, 2022
2	APX8500 single head radio	dual-band w/ mic and antennas	8/22/24

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

We are adding two new vehicles to our fleet.

Signature of Agency Head, Mayor or Council President

8/22/24

Date signed

SNO911/Staff

Approximate equipment value (not to exceed)

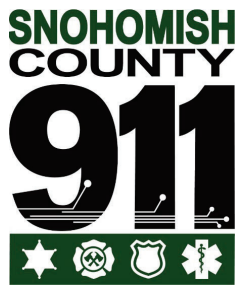
\$11,343.81

Staff Recommendation

Approve Fleet Expansion

SNO911 Board Action

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



REQUEST FOR RADIO EQUIPMENT FLEET ADDITIONS AND/OR PERSONNEL NEEDS

Name of Agency: Snohomish County Airport Paine Field Date: 9/3/24

Contact Name: Darryl Wimmer

Email: darryl.wimmer@snoco.org Phone: 425-508-3397

Describe the specific quantity and type of radio equipment being requested

Quantity	Model No.	Type/Accessories	Date Needed
<i>Example: 1</i>	<i>APX8000</i>	<i>Single-Band, charger, etc.</i>	<i>March 13, 2022</i>
2	APX 8500	single head, remote mount.	2/1/25
		Thick mount 25' antenna's	

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

We are adding two new Emergency apparatus to our fleet to meet the needs of emergency responses.

Cole, Joshua

Digitally signed by Cole, Joshua
Date: 2024.09.03 17:33:36 -07'00'

Signature of Agency Head, Mayor or Council President

Date signed

SNO911 Staff

Approximate equipment value (not to exceed)

Staff Recommendation

Approve Fleet Expansion

SNO911 Board Action

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



ACTION PROPOSAL FORM

Date: 9/12/2024

Action Title: Asset Disposal

Background / Purpose:

The items recommended for surplus/disposal includes older unused technical equipment.

The list of these tech items, as shown in Exhibit A, are what remains to be declared as surplus and disposed. Although tech related equipment is not required to be sent as surplus to the Department of Enterprise Services as per Subsection 30.40.50 of the Washington State Administrative and Accounting Manual as of August 1, 2023, these Tech items would first be offered to The Department of Enterprise Services (DES) as the most effective means of disposal. Should the DES decline to accept the surplus equipment, SNO911 staff will dispose of the surplus tech items in the most economical manner.

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

Step 2: Request DES accept the surplus tech and deliver items to DES or dispose of in the most economical manner.

Recommendation/Motion:

Declare, as surplus, the list of tech items in Exhibit A and authorize the transfer of the remaining surplus item to DES or dispose of in the most economical manner.

Funding Source:

Any proceeds will be deposited into Fund 80 Capital.

SNO911 2024 SURPLUS (Level 3 surplus items tagged/untagged)

9/12/2024

\$ 1,064,337.72

\$ 72,911.42

Manufacturer	Purchase Price	Current Value	CV Source
Hutch Cabinets Hanging (WT)	\$ -	\$ 3.00	Google
File Cabinets	\$ -	\$ 2.00	Google
Chairs (dispatch)	\$ -	\$ 4.00	Google
Short File Cabinets (dispatch)	\$ -	\$ 13.00	Google
Tall File Cabinet 6 drawer	\$ -	\$ 1.00	Google
Metal end table pieces	\$ -	\$ 4.00	Google
Xybix cabinets	\$ -	\$ 4.00	Google
Xybix top pieces with monitor arms	\$ -	\$ 3.00	Google
Xybix lower desk piece surface	\$ -	\$ 1.00	Google
Black drawer 1/4 cabinet	\$ -	\$ 1.00	Google
Rolling metal black cart (by back of level 3)	\$ -	\$ 1.00	Google
Server Rack	\$ -	\$ 1.00	Google
Server Rack	\$ -	\$ 1.00	Google
HikVision Bullet Camera	\$ 252.50	\$ 93.00	Google
Zurich DPS-2512 Power Supply	\$ -	\$ 55.00	Google
NEC MultiSync V652 Monitor	\$ -	\$ 1,749.00	Google
NEC MultiSync V652 Monitor	\$ -	\$ 1,749.00	Google
Sony KDL-32SL130 TV	\$ -	\$ 45.00	Google
Sony KDL-32SL130 TV	\$ -	\$ 45.00	Google
ViewSonic VX2450WM-LED	\$ -	\$ 19.99	Google
Viewsonic VA1912M-LED	\$ -	\$ 69.99	Google
Dell 19 inch Ultra Sharp Flat Panel Monitor	\$ -	\$ 36.95	Google
Server - HP ProLiant DL380 G5 Quad Core Intel Xeon	\$ 5,422.00	\$ 234.00	Google
SAN - HP P4300 G2 16TB MDL SAS Starter SAN	\$ 11,700.00	\$ 3,900.00	Google
HP LeftHand P4530	\$ 21,450.00	\$ 850.00	Google
HP LeftHand P4530	\$ 21,450.00	\$ 850.00	Google
HP LeftHand P4530	\$ 20,625.50	\$ 850.00	Google
HP LeftHand P4530	\$ 20,625.50	\$ 850.00	Google
HP LeftHand P4530 (Duplicate Tag to one of the others)	\$ 16,000.00	\$ 850.00	Google
HP LeftHand P4530 (Duplicate Tag to one of the others)	\$ 16,000.00	\$ 850.00	Google
TrendNet KVM TK-1603R	\$ -	\$ 218.00	Google
Belkin 19 inch Widescreen Rackmount	\$ 658.86	\$ 125.00	Google
HP ProLiant DC160 Gen 8	\$ -	\$ 39.99	Google
HP ProLiant DL 360 G10	\$ 4,181.54	\$ 2,364.00	Google
HP ProLiant DL 360 G10	\$ 4,181.54	\$ 2,364.00	Google
Dell PowerEdge R620	\$ 2,599.99	\$ 125.00	Google
			Google
ViewSonic VA2037M-LED	\$ 139.99	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google

Manufacturer	Purchase Price	Current Value	CV Source
ViewSonic VA2037M-LED	\$ -	\$ 54.99	Google
ViewSonic VG9395M	\$ -	\$ 169.00	Google
ViewSonic VA2037M-LED	\$ 139.99	\$ 54.99	Google
Lenovo 21.5 inch LCD	\$ 145.49	\$ 46.00	Google
Ricoh MP402SPF	\$ -	\$ 300.00	Google
ViewSonic VA703b	\$ 139.99	\$ 15.00	Google
Dell 19 inch Ultra Sharp Flat Panel Monitor	\$ -	\$ 59.00	Google
Axis 560	\$ 255.44	\$ 99.00	Google
SAN - HP P4300 G2 16TB MDL SAS Starter SAN	\$ 11,700.00	\$ 1.00	Google
Dell PowerEdge R720	\$ 2,599.99	\$ 427.00	Google
Centerm Zero Client C75	\$ 199.99	\$ 30.00	Google
Tripp-Lite KVM Rack Console 19 inch	\$ 662.78	\$ 681.00	Google
Dell PowerEdge R720	\$ 2,599.99	\$ 427.00	Google
SNOCOM SAFE	\$ -	\$ 1.00	Google
TEN KVM 19 inch Rack	\$ -	\$ 1.00	Google
Web Cam (Quantity 3)	\$ -	\$ 1.00	Google
Dell Latitude E5500 Laptop	\$ 1,300.49	\$ 76.00	Google
CD-Writer	\$ 224.90	\$ 1.00	Google
Dell PowerEdge R620	\$ 2,599.99	\$ 117.00	Google
Lenovo Thinkpad T430	\$ 1,337.00	\$ 148.00	Google
Lenovo Thinkpad T430	\$ 1,337.00	\$ 148.00	Google
Backup Drive	\$ -	\$ 1.00	Google
Lenovo Thinkpad T430	\$ 1,337.00	\$ 148.00	Google
Laptop Thinkpad T430	\$ 1,337.00	\$ 148.00	Google
Laptop Thinkpad T430	\$ 1,337.00	\$ 148.00	Google
Rack Mounted newer USB KVM	\$ 662.79	\$ 1.00	Google
Rack Mounted newer USB KVM	\$ 662.79	\$ 1.00	Google
Belkin F1DC101H KVM	\$ -	\$ 400.00	Google
CradlePoint AER2100	\$ 1,099.00	\$ 350.00	Google
Nextel Modem	\$ -	\$ 1.00	Google
Seagate Free Agent External HD	\$ -	\$ 1.00	Google
Trendnet TK-1603R	\$ -	\$ 195.00	Google
Panasonic WV-CV-360C	\$ -	\$ 70.00	Google
			Google
Bit Commander RS-232	\$ 175.00	\$ 43.00	Google
Drobo B800i	\$ 1,699.00	\$ 87.00	Google
Drobo B810i	\$ 999.00	\$ 779.00	Google
AVTech Room Alert	\$ 89.99	\$ 1.00	Google
HP BladeSystem C3000 OA1	\$ 2,550.00	\$ 1.00	Google
Tripp-lite KVM	\$ 662.78	\$ 1.00	Google
ViewSonic 19 inch monitor	\$ 99.99	\$ 29.00	Google
HP HSTNS-B737N	\$ -	\$ 85.00	Google
Cisco power supply	\$ -	\$ 1.00	Google
HP Proliant 460 Blade	\$ -	\$ 179.00	Google
HP Proliant 460 Blade	\$ -	\$ 179.00	Google
HP Proliant 460 Blade	\$ -	\$ 179.00	Google
HP Proliant 460 Blade	\$ -	\$ 179.00	Google
AVTech Room Alert	\$ -	\$ 1.00	Google
Cisco WS=CN53120X	\$ -	\$ 1.00	Google
Cisco WS=CN53120X	\$ -	\$ 1.00	Google

Manufacturer	Purchase Price	Current Value	CV Source
Cisco WS=CN53120X	\$ -	\$ 1.00	Google
HP C3000 Power Supply	\$ -	\$ 99.00	Google
HP C3000 Ethernet Module	\$ -	\$ 20.00	Google
HP C3000 KVM Module	\$ -	\$ 65.00	Google
HP C3000 Cooling Fan Module	\$ -	\$ 20.00	Google
Cisco 2800	\$ -	\$ 50.00	Google
Router - Cisco 2800 Series	\$ 3,551.03	\$ 40.00	Google
Router - Cisco 2800 Series	\$ 2,898.17	\$ 40.00	Google
Cisco 3750X 48 port	\$ 4,175.00	\$ 204.00	Google
Cisco 3750X 48 port	\$ 4,175.00	\$ 204.00	Google
WS-C3750X-48P-S POE	\$ 249.99	\$ 204.00	Google
Cisco 3750X 24 Port	\$ 2,618.70	\$ 204.00	Google
Cisco 3750X 24 Port	\$ 2,500.99	\$ 204.00	Google
Arlo Base unit (Camera)	\$ 1,236.60	\$ 1.00	Google
Arlo Wireless Camera	\$ 99.99	\$ 1.00	Google
Arlo Wireless Camera	\$ 99.99	\$ 1.00	Google
Arlo Wireless Camera	\$ 99.99	\$ 1.00	Google
Arlo Wireless Camera	\$ 99.99	\$ 1.00	Google
HP Laserjet Enterprise M553n	\$ 479.00	\$ 429.00	Google
HP Laserjet Enterprise M553n	\$ 479.00	\$ 429.00	Google
HP LaserjetPro M402dn	\$ 299.99	\$ 270.00	Google
HP Laserjet Enterprise M607	\$ 873.08	\$ 879.00	Google
HP Laserjet Enterprise M506	\$ 655.00	\$ 269.00	Google
HP Laserjet P1606N			Google
			Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
HP Printer Cartridges	\$ -	\$ 1.00	Google
			Google
Server - HP ProLiant DL380 G5 Quad Core Intel Xeon	\$ 5,422.00	\$ 230.00	Google
Dell EqualLogic PS6010XV 16x600GB	\$ 52,661.18	\$ 1,595.00	Google
Dell EqualLogic PS6010XV 16x600GB	\$ 52,661.18	\$ 1,595.00	Google
Drobo B1200i	\$ 10,164.22	\$ 495.00	Google
Dell R610	\$ -	\$ 95.00	Google
Dell PowerEdge T630	\$ -	\$ 1,500.00	Google
Watchguard Series 5	\$ -	\$ 69.99	Google
Watchguard Series 5	\$ -	\$ 69.99	Google
Watchguard Series 5	\$ -	\$ 69.99	Google
HP DL 320e gen 8	\$ -	\$ 180.00	Google
HP Storageworks RDX	\$ -	\$ 159.95	Google
Dell Optiplex 7060 SFF	\$ 1,067.46	\$ 251.00	Google
DELL OPTIPLEX 5050	\$ 1,142.26	\$ 1.00	Google
HP LeftHand P4335	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4335	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530 SAN	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530 SAN	\$ 20,625.50	\$ 1.00	Google
DELL OPTIPLEX 5050	\$ 1,142.26	\$ 110.00	Google

Manufacturer	Purchase Price	Current Value	CV Source
			Google
HP LeftHand P4530	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530	\$ 20,625.50	\$ 1.00	Google
HP LeftHand P4530	\$ 17,410.50	\$ 1.00	Google
HP LeftHand P4530	\$ 17,410.50	\$ 1.00	Google
			Google
			Google
HP Server	\$ -	\$ 1.00	Google
HP Server	\$ -	\$ 1.00	Google
HP Proliant DL160	\$ -	\$ 150.00	Google
EMC750RM1U	\$ -	\$ 199.00	Google
WS-C3750X-48P-S POE	\$ 249.99	\$ 97.00	Google
Cisco 3750GPoe 24 Port	\$ -	\$ 100.00	Google
Cisco 3750X 24 Port	\$ -	\$ 100.00	Google
Fax Server FaxFinder V.34 FF840	\$ -	\$ 145.00	Google
Fax Server FaxFinder V.34 FF840	\$ -	\$ 145.00	Google
Cisco 1900 Switch	\$ -	\$ 199.00	Google
Cisco 1900 Switch	\$ -	\$ 199.00	Google
Cisco/Intrado Switch	\$ -	\$ 1.00	Google
Cisco/Intrado Switch	\$ -	\$ 1.00	Google
	\$ 532,168.86	\$ 36,455.71	



Action Proposal Form

Date: Sept 16, 2024

Title: Pre-Hire Authority

Background / Purpose:

Our Executive Assistant is retiring in late December after nearly 15 years of service. We have been training one of our Admin Assistants to transition into the Exec. Asst. role upon her retirement. This will create a vacant Admin Assistant.

This action requests pre-hire authority seeking to have some overlap of the Admin Asst. who help process public records requests in addition to other administrative duties.

Our hiring and background process can take several months are we are seeking to lessen the impact of the vacancy of this important position.

We are requesting authorization seeking to have the new Admin Asst. in place by 11/1/2024.

This was discussed and is supported by the Personnel Committee.

Suggested Action/Recommendation:

Authorize pre-hire authority for the one (1) Admin Assistant with a start date of November 1st, 2024 or later.

Fund: 70 - Operating



MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Snohomish County 911 with a place of business at 1121 Southeast Everett Mall Way, Everett, Washington 98208 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS® (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

1. Definitions.

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS® Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS® Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS® Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS® Community Tier does not include national access to Flock’s law enforcement network of devices.

2. Purpose. Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”). Customer is permitted to share Flock Services with the law enforcement agencies consistent with the Purpose described in this Section.

3. Term. This MOU will commence upon execution by both Parties and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

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4. Trial Period. For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS[®] Essentials Tier. After the Trial Period, Customer will be automatically downgraded to FlockOS[®] Community Tier unless the Parties mutually execute a paid subscription agreement.

5. Access Rights to Flock Services. Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

6. Restrictions on Use. Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer’s rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

7. Service Interruption. Flock Services may be interrupted in the event that: (a) Flock’s provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

8. Service Suspension. Flock may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer’s account.

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9. Ownership. Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

10. Warranty. Flock Services are provided "As Is". Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

11. Financial Implications to Customer. No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

12. Termination for Convenience. Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

13. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

14. Limitation of Liability.

14.1. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

14.2. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING

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NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality.

15.1. **Obligations.** During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not be accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

15.2. **Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Public Records Request shall not be considered a breach of this MOU; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

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16. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

17. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

18. Miscellaneous. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement. This MOU shall be governed by the laws of the state in which the Customer is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Snohomish County 911

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Kurt D Mills Digitally signed by Kurt D Mills
Date: 2024.09.12 15:19:13
-07'00'

Kurt Mills

Executive Director

9/19/2024



Board Packet Memorandum

Date: September 19, 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.

On Saturday 8/31 at 1340, there was a catastrophic hardware failure to our core switch supervisor module. (The core switch is the central point and main switch in our network. The supervisor module serves as the “brain” behind the whole networking switching operations and without it, nothing will be able to communicate on the network.) This failure caused the dispatch center to lose CAD connectivity and internet connection, therefore were unable to access CAD or CAD-Lite. The VIPER (911 phone system) and radio systems are separate systems and were not impacted and were properly functioning. The dispatch center went to level 2 and started manual operations. SNO911 IT staff arrived about 15 minutes after receiving the initial call of an issue and quickly identified the cause and started working on getting dispatch systems online.

SNO911 IT staff devised a plan to get dispatch up and running on a stable system environment as quickly as possible and this required manual intervention. The work entailed transitioning all the network connections from the bad switch over to the secondary switch. This took a considerable amount of time to test and verify connectivity and at 1718 the network was restored at both locations. SNO911 IT Staff started to move the rest of the priority systems to the backup switch and the Dispatch floor was back online at 1740.

The next day SNO911 IT staff worked on restoring necessary redundancies to ensure this type of outage would not occur again. The work included adding two supervisor modules in both core switches and configure them to failover in the event one fails. Configuring both switches with same switch configurations and setting up an independent secondary internet path so the dispatch floor can get to CAD-Lite if SNO911 were to lose both of our internet paths. SNO911 IT staff did open a ticket that same day on our supported hardware for a replacement part with the vendor and that part has since been received and implemented. The SNO911 Tech Team has worked together to design a more robust network architecture with built in automated redundancies that would have prevented this issue from occurring.

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

New World Update

The planned upgrade date for NWS 2024.1 SP1 is still set for November 4th. Last week SNO911 received a mobile patch from Tyler that fixed 2 priority issues. Currently, there is one remaining Priority Issue (PO) that's still open. Tyler is working on a patch to resolve this issue and SNO911 should be receiving the CAD patch that will address the issue soon.

As mentioned earlier this year, this upgrade involves upgrading the Windows server versions to 2022, upgrading the GIS and SQL versions to a newer version. With this work that is required the upgrade window will be longer than usual. SNO911 IT staff is working on identifying the timeline this week and will be sending out communications to our member agencies.

VIPER Upgrade Update

SNO911 IT Staff started working with Intrado this past week to upgrade the VIPER phone system (911 Call Handling System) to the latest service pack release (version 2). This service pack was necessary, to resolve several system issues and give access to new features. Work has been completed with no major issues but Tech staff will follow up with the vendor to address a punch list of items.

Future Facility Planning

SNO911 Tech Management Team continues to review the construction schedule and has had many internal discussions about moving systems (IT and radio related) over to the new facility. Each department team continues working on projects relating to the new facility and continues to work towards the Jan 1st Tech set target date to have projects ready for installation. All the IT equipment that was ordered for the new facility continues being configured, tested and prepared for the new facility move.

The SNO911 Tech Management Team continues to focus on the construction schedule to ensure that the Tech projects align with the timeline so there is little to no delays. If adjustments need to be made to the schedule Tech Management will discuss internally with Leadership so everyone can plan and understand the situation.

Aurelian Solution for Non-Emergency Calls

SNO911 has begun the process of implementing Aurelian, a cutting-edge technology that will revolutionize how we manage non-emergency calls. We are targeting mid-Oct for testing and cutover.

This AI-powered platform is designed to significantly improve our efficiency by handling approximately 75%-80% of incoming non-emergency calls, allowing our team to focus on the critical 911 calls that require immediate attention.

Aurelian leverages multiple AI instances to operate as a life-like virtual attendant that answers and interacts with callers. Here's how it enhances our operations:

- **Intelligent Call Triage:** The virtual attendant listens to the caller, identifies emergency situations, and ensures that those calls are promptly routed to the 911 trunks at SNO911.
- **Non-Emergency Handling:** For true non-emergencies, the attendant gathers all pertinent information and sends it to us digitally as a "card." This card includes a transcript of the entire interaction and allows us to transfer the details into CAD if needed.

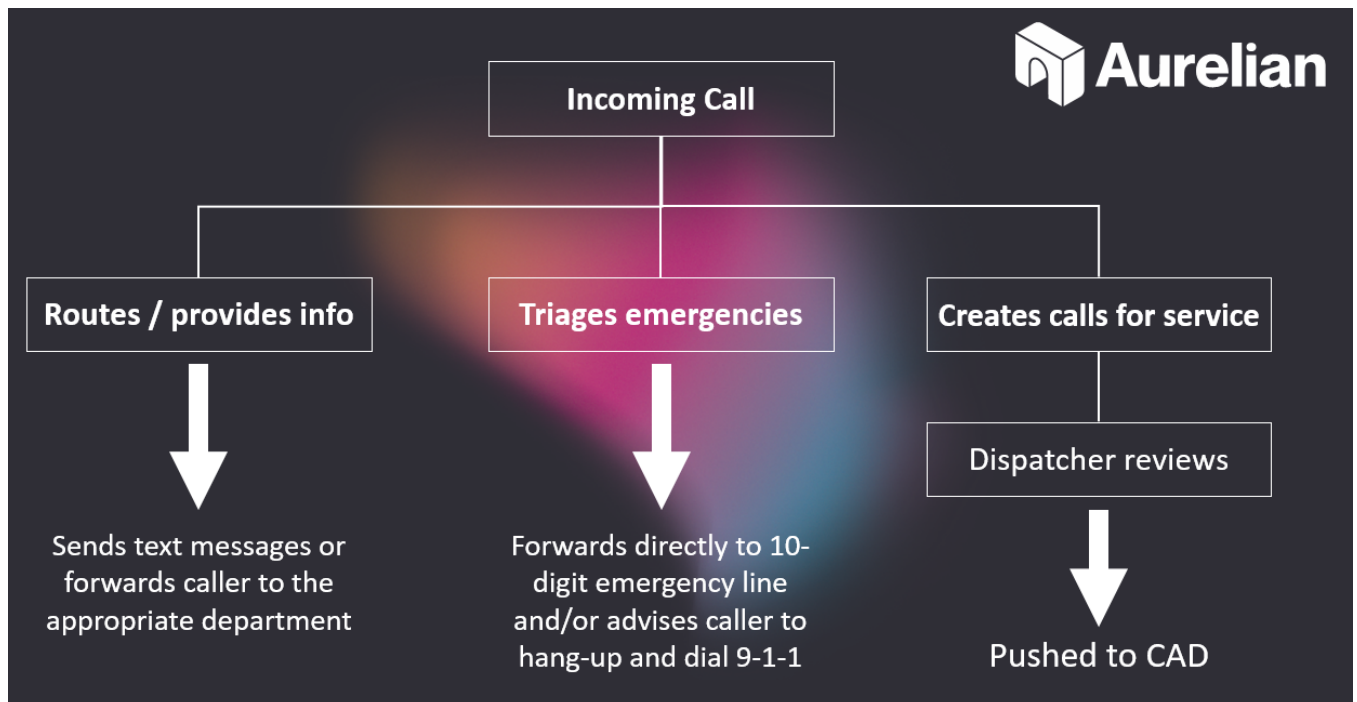
- **Fallback Assurance:** If the attendant encounters a situation it cannot fully address, the caller is informed that someone from our team will follow up with them.
- **Language Support:** The attendant is capable of recognizing and conversing in multiple languages, enhancing accessibility for all callers (specific language capabilities will be detailed in upcoming training).
- **Customization:** We recently sent Aurelian audio of 1000 of our recent non-emergency calls at all times of day/day of week for analysis to help build our system around the exact types of calls we get on the NE line. Additionally, the program is highly customizable and changes can be made in near real-time if needed.

This technology has already shown impressive results at MACC 911 in Grant County, WA, where it automates approximately 75-80% of their incoming non-emergency calls. Their virtual attendant, “Ava,” has become a key component of their operations; staff even voted Ava as Dispatcher of the Year!

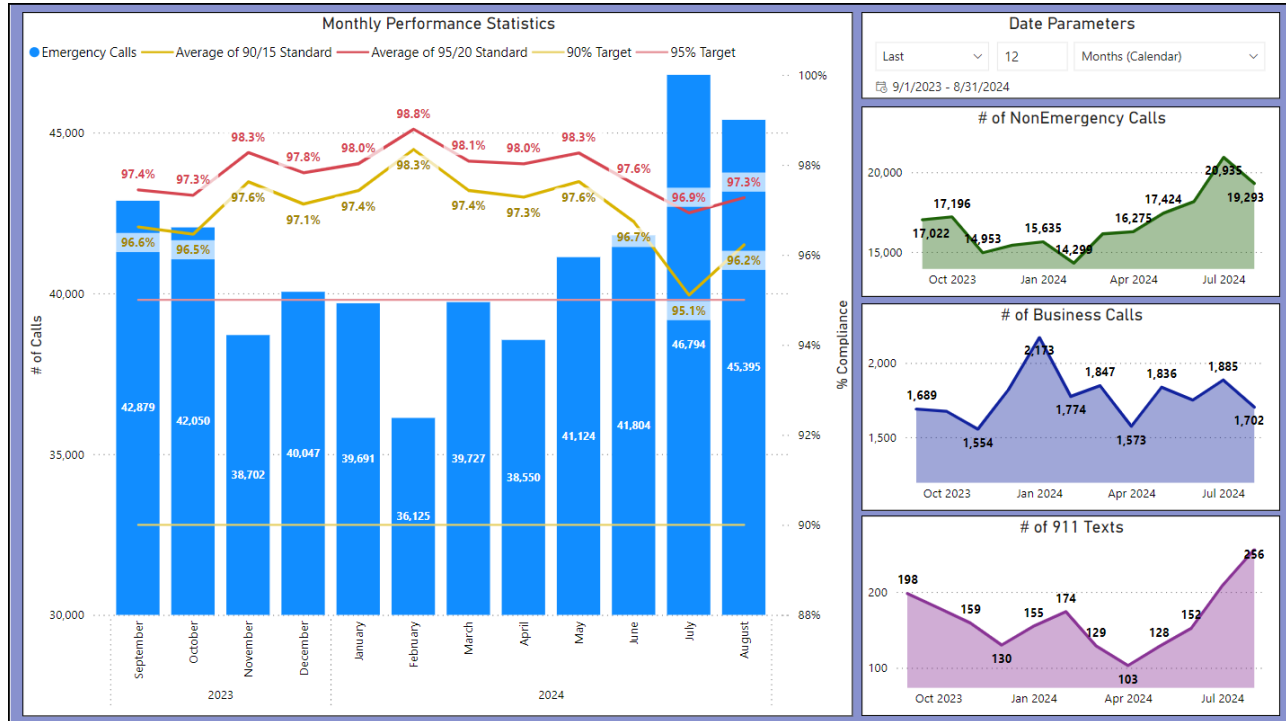
Moreover, AI technologies like Aurelian are being rapidly adopted at 911 centers across the United States. This trend was prominently featured at the recent APCO conference in Orlando: in the expo hall, in breakout sessions, and at the Large ECC roundtable meeting attended by SNO911.

It’s important to note that Aurelian is not intended to reduce our staffing levels or replace dispatcher positions. Rather, it’s designed to free up our call takers to focus on 911 calls and other urgent duties.

The graphic below illustrates how calls flow through the system:



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	6	13	10	17					70	70
Incorrect Use	Follow-Up	8	6	7	4	10	12	2	5					54	313
	Area Checks	0	12	6	8	2	6	8	6					48	
	Info	1	1	0	0	0	1	2	1					6	
	Noise	7	8	2	3	2	6	5	4					37	
	Traffic	2	0	5	3	2	2	4	2					20	
	Other Complaints	20	16	20	14	9	29	17	23					148	
Misuse	Accidental	5	5	3	12	23	3	5	3					59	546
	Behavioral Health	60	71	42	18	22	18	91	135					457	
	Prank	0	1	1	5	2	11	6	4					30	
Other	Test	3	3	1	0	3	7	2	1					20	376
	Abandoned	11	10	8	5	16	9	8	11					78	
	Non-English	1	0	0	2	0	2	1	0					6	
	Outgoing	0	0	0	0	1	0	0	0					1	
	Subsequent	16	23	14	11	11	19	23	21					138	
	Transfer	3	8	3	3	1	1	4	5					28	
	Voice Call	9	7	11	9	18	13	20	18					105	
Month Total		155	174	129	103	128	152	208	256	0	0	0	0	1,305	1,305
<u>Abandoned:</u> Non-Responsive <u>Other:</u> Any other request or complaint, Media from Intrado <u>Accidental:</u> Device or person accidentally texted 9-1-1 <u>Outgoing:</u> Text calls initiated by SNO911 <u>Area Check:</u> Check of area for person, vehicle, etc. <u>Prank:</u> Calls that do not attempt to give any valid/useful information <u>Behavioral Health:</u> Calls that result in BHC by LE/EMS <u>Subsequent:</u> Additional inbound text after call released by call taker <u>Follow-up:</u> Where is officer?, Subject is no longer here <u>Test:</u> PSAP testing, Training TXT29-1-1, Vendor test <u>Info:</u> What is the phone number for animal control? <u>Traffic:</u> Speeders, DUIs, Parking, etc. <u>Noise:</u> Music, People, Fireworks, Alarm w/o Emergency, etc. <u>Transfer:</u> Text calls that result in a Transfer to another PSAP or Entity <u>Non-English:</u> Texter uses language other than English <u>Voice Call:</u> Dispatchers called the texter/texter placed voice call <u>True:</u> Texter is Deaf, Texter is fearful that a voice call will put them in danger, Call results in transport to jail/hospital															

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	759	62.57%
3 - Satisfied	408	33.64%
2 - Neither Satisfied nor Dissatisfied	28	2.31%
1 - Somewhat Dissatisfied	10	0.82%
0 - Very Dissatisfied	8	0.66%
Total	1,213	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	1,700	95.08%
Somewhat	64	3.58%
No	24	1.34%
Total	1,788	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 - All									
IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	Total
Everett Fire Department	2,303	1,960	1,889	1,969	2,139	2,121	2,262	2,288	16,931
Marysville Fire District	1,220	1,049	1,105	1,101	1,161	1,130	1,243	1,237	9,246
Mukilteo Fire	235	162	206	157	168	180	192	210	1,510
North County Regional Fire Authority	755	634	725	669	722	741	829	800	5,875
Sky Valley Fire	63	58	67	57	99	68	119	107	638
Snohomish County Airport Fire Department	34	23	29	18	29	19	30	47	229
Snohomish County Fire District #15	129	95	104	137	123	120	130	141	979
Snohomish County Fire District #16	23	10	24	11	29	11	25	23	156
Snohomish County Fire District #17	153	161	154	139	154	179	210	186	1,336
Snohomish County Fire District #19	35	33	47	30	30	20	44	40	279
Snohomish County Fire District #21	74	75	65	56	74	62	110	82	598
Snohomish County Fire District #22	39	42	51	35	32	23	39	52	313
Snohomish County Fire District #24	48	44	51	33	41	52	49	55	373
Snohomish County Fire District #25	3	7	3	5	7	12	17	12	66
Snohomish County Fire District #27	1	3	1	1	1	3	3	2	15
Snohomish County Fire District #4	289	218	306	304	285	313	310	366	2,391
Snohomish County Fire District #5	119	86	97	91	81	109	128	118	829
Snohomish Regional Fire and Rescue	1,112	933	911	911	970	1,032	1,222	1,132	8,223
South Snohomish County Fire and Rescue	3,461	2,685	2,838	2,900	3,086	3,001	3,304	3,189	24,464
Total	10,096	8,278	8,673	8,624	9,231	9,196	10,266	10,087	74,451

Police Calls - All

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	Total
Arlington Police Department	2,034	1,944	2,252	2,312	2,457	2,415	2,652	2,634	18,700
Brier Police Department	630	631	981	860	883	743	576	569	5,873
Darrington Police Department	84	113	108	122	114	100	104	101	846
Edmonds Police Department	1,830	1,925	1,898	1,889	2,036	2,225	2,600	2,302	16,705
Everett Police Department	10,817	10,250	10,945	10,580	11,026	11,024	11,862	11,413	87,917
Gold Bar Police Department	217	202	239	260	233	226	272	192	1,841
Granite Falls Police Department	399	382	302	351	286	319	345	437	2,821
Index Police Department	46	52	52	47	51	52	52	57	409
Lake Stevens Police Department	1,743	1,634	1,749	1,929	1,879	1,931	1,976	1,755	14,596
Lynnwood Police Department	3,293	3,224	3,426	3,439	3,509	3,273	3,562	3,414	27,140
Marysville Police Department	5,392	4,983	5,472	5,306	6,143	5,757	6,329	5,917	45,299
Mill Creek Police Department	1,598	1,468	1,630	1,583	1,573	1,484	1,265	1,362	11,963
Monroe Police Department	1,665	1,566	1,447	1,712	1,930	1,801	2,052	1,733	13,906
Mountlake Terrace Police Department	1,590	1,481	1,553	1,556	1,699	1,553	1,669	1,596	12,697
Mukilteo Police Department	1,954	1,938	2,018	2,038	1,925	1,788	2,001	2,038	15,700
Snohomish County Sheriff's Office	11,995	11,373	12,575	12,802	13,930	13,732	15,163	14,133	105,703
Snohomish Police Department	783	704	887	800	1,086	880	1,054	1,368	7,562
Stanwood Police Department	688	579	680	807	701	759	745	750	5,709
Stillaguamish Tribal Police	2,064	1,931	1,697	1,897	1,673	1,985	2,185	1,975	15,407
Sultan Police Department	505	585	525	492	518	470	530	524	4,149
Woodway Police Department	54	47	70	61	60	66	57	57	472
Total	49,381	47,012	50,506	50,843	53,712	52,583	57,051	54,327	415,415

2024 Year-to-Date Non-Emergency Call Stats

AVERAGE Answer Time (Sec) -- NON-EMERGENCY Calls by Hour of Day/Day of Week																									
Weekday	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
1-Sunday	10.67	7.00	5.76	4.65	4.53	4.95	7.34	5.49	28.03	59.14	53.03	90.57	97.69	85.05	94.07	68.00	88.82	102.37	66.08	10.93	15.54	17.98	9.85	8.65	54.46
2-Monday	12.32	5.55	6.30	4.17	5.26	5.70	6.64	4.83	42.62	93.84	82.91	75.51	80.89	88.13	97.80	82.39	97.89	93.11	57.02	11.97	15.94	20.11	8.75	9.34	65.48
3-Tuesday	8.39	4.83	5.49	4.41	4.51	4.85	13.70	23.04	67.14	126.89	103.73	92.17	94.81	93.33	107.02	106.99	98.41	98.21	59.73	14.94	24.94	23.84	10.78	15.33	77.78
4-Wednesday	8.26	4.88	6.07	4.37	4.43	5.34	8.97	15.94	52.48	124.29	98.89	111.50	100.57	84.22	110.93	82.38	99.19	102.32	59.39	12.17	22.64	24.68	14.68	9.97	74.94
5-Thursday	7.10	5.25	5.78	4.12	4.01	5.20	9.09	15.51	65.70	133.52	105.30	87.01	95.36	89.94	105.80	71.03	74.62	87.78	49.97	11.62	12.12	25.86	30.71	22.74	70.17
6-Friday	17.39	5.97	4.69	3.51	3.28	6.80	8.98	14.18	53.45	137.91	89.63	84.84	89.70	76.25	103.16	87.30	93.21	83.63	49.46	9.30	14.43	18.21	8.69	10.56	67.72
7-Saturday	7.64	7.72	5.42	4.16	3.22	3.84	7.52	7.34	38.84	88.53	72.35	103.38	91.18	87.19	93.06	77.24	87.83	97.39	73.27	10.82	15.76	19.35	15.02	13.30	59.05
Total	10.57	6.07	5.63	4.22	4.20	5.29	9.01	13.40	52.36	115.80	90.31	91.89	92.64	86.25	102.82	83.80	91.95	94.68	58.84	11.68	17.24	21.60	14.86	13.13	68.10

MAXIMUM Answer Time (Sec) -- NON-EMERGENCY Calls by Hour of Day/Day of Week																									
Weekday	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
1-Sunday	267	105	25	27	19	24	157	192	474	744	607	698	910	715	758	752	995	802	558	172	299	362	212	176	995
2-Monday	350	76	102	21	29	22	128	118	589	754	575	854	776	806	977	773	1,039	845	681	282	286	311	279	147	1,039
3-Tuesday	277	20	28	22	24	23	454	979	831	1,141	803	809	811	1,125	1,052	860	854	851	637	265	365	361	321	483	1,141
4-Wednesday	371	28	116	22	19	52	177	276	672	882	1,600	996	703	812	910	921	851	785	622	253	353	601	448	132	1,600
5-Thursday	143	46	43	22	13	28	362	382	634	817	941	847	711	622	814	504	801	811	595	276	177	258	182	225	941
6-Friday	201	105	24	19	20	436	167	391	517	825	719	652	524	909	805	1,037	815	985	625	147	296	317	244	208	1,037
7-Saturday	182	192	111	21	19	14	153	297	492	978	626	686	621	812	594	707	1,209	767	717	235	169	228	281	197	1,209
Total	371	192	116	27	29	436	454	979	831	1,141	1,600	996	910	1,125	1,052	1,037	1,209	985	717	282	365	601	448	483	1,600

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	16	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	2	Legacy: Only trained in CT and Fire
Cross-Trained Trainee	1	Trainee in progress for 3rd discipline
Cross-Trained Dispatcher	60	Fully cross-trained in CT, Police, and Fire

Represented (Dispatchers & Sups)

F/T Approved	123
F/T Filled	110
F/T Vacancies	13

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees)	87.9%
Staffing Strength (excl. trainees, relief, LOA's)	75.7%
Staffing Strength (Adjusted)	72.9%

Appointive Staff

Approved	47
Filled	45
Vacancies	2
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Relief & Part-Time Dispatchers

Currently Filled	5
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Long-Term Leaves of Absence

F/T Dispatchers (including trainees)	0
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Agency-Wide Headcount

Total # of Employees (no exclusions)	162
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Dispatchers - Full Time

Approved	107
Filled	94
Vacancies	13

Dispatch Supervisors

Approved	16
Filled	16
Vacancies	0

Senior Leadership (Directors)

Approved	6
Filled	6
Vacancies	0

Operations

Approved	5
Filled	5
Vacancies	0

Finance/HR/Records/Admin

Approved	13
Filled	12
Vacancies	1

Tech/Radio

Approved	23
Filled	22
Vacancies	1
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Recruitment Status

PST Dispatchers Exam	
CritiCall Test Invites Sent - June	259
CritiCall Tests Complete - June	98
Interview	8
Polygraph Exam	3
Background Check	3
Psyche and/or Drug/Hearing	0
Onboarding/Orientation	7

The next PST test is scheduled to take place on **TBD**
 Number of tests invites sent out for academies scheduled for **Sept and Dec 2024**
 Of these completed tests, **26** received a passing score
 Interviewing for upcoming academy scheduled in **Dec 2024**
 Scheduled for polygraph exam (or awaiting results) for **Dec Academy**
 Currently in process of background check with PST for **Dec Academy**
 Scheduled for psych or drug/hearing test (or awaiting results) for **Dec Academy**
 Final job offer signed. Awaiting the start of the **Sept Academy**

YTD Dispatch Trainees Hired	18	2024 Hires
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Employment Separations YTD

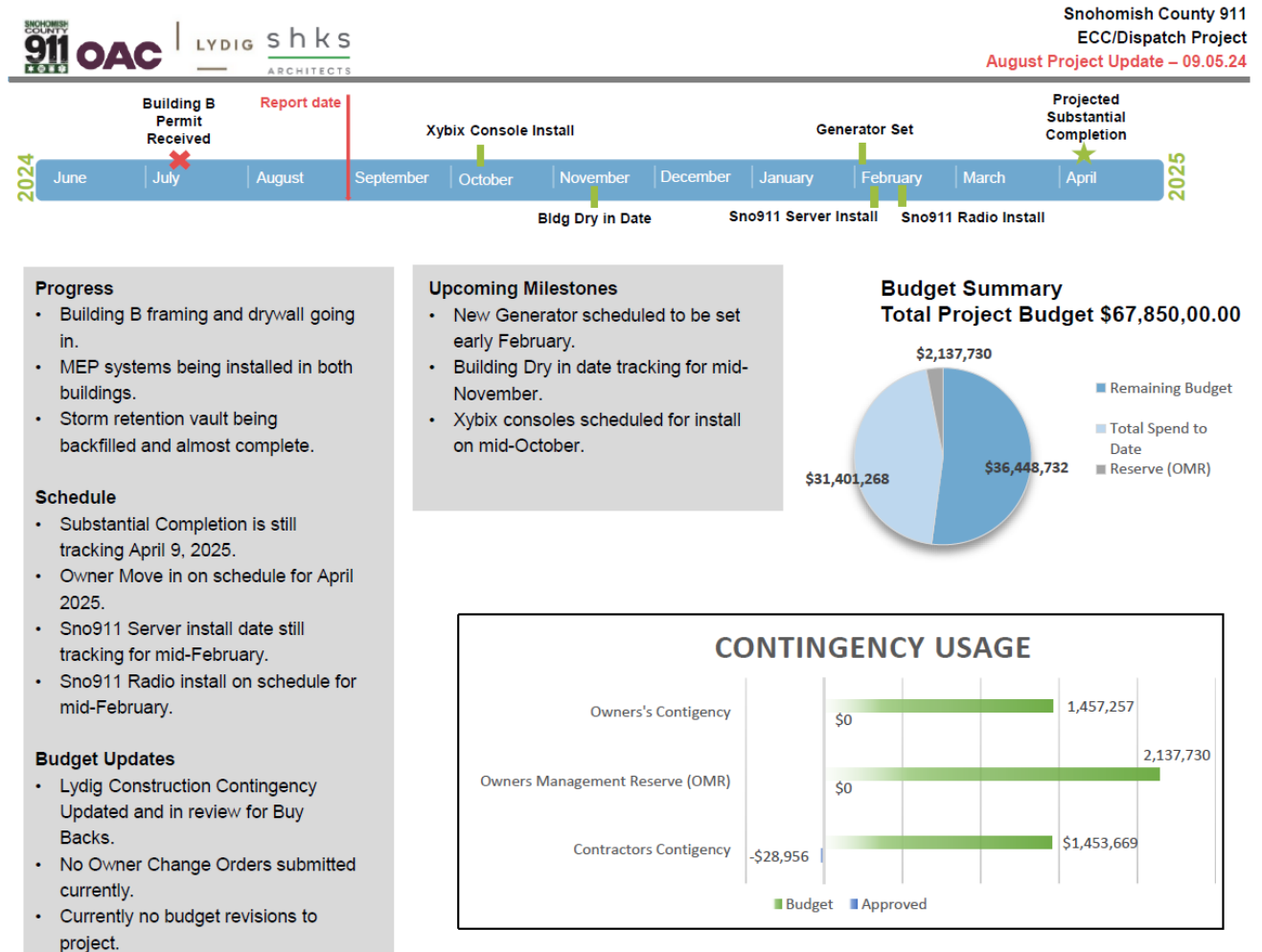
Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	2	0	0	0
New Job - Not 911	1	1	0	0
New Job - With 911	0	0	0	0
Relocation	0	2	0	1
Retirement	0	2	0	1
Medical	2	1	0	0
Personal	4	2	0	1
Resignation in Lieu of Term	5	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0

YTD Employment Separations	25
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Facility Project Updates

September, 2024



Lydig reports another safe month with no time-loss from injuries. Things are progressing well and there is a lot happening.

We've had several security events including finding bullet holes on some windows along Everett Mall Way and continue to have fence jumpers. There are live cameras covering the property that are monitored by a firm who report incidents to us & Lydig. So far no thefts that we know of, largely because Everett Police gets on scene so quickly which we're very grateful for.

Walls, frames and sheetrock are going up in Building B.



The stormwater retention vault being installed in south parking lot.



Lots of focus on furniture, fixtures and equipment (FF&E). Employee groups have made several trips to a warehouse to evaluate and test equipment. In addition to the center, LERT, Tech & the Board Room have special requirements so we're making sure we get this right. The FFEC will be making final recommendations on breakroom and common area furniture next week. Here's Terry testing out a breakroom chair and table.



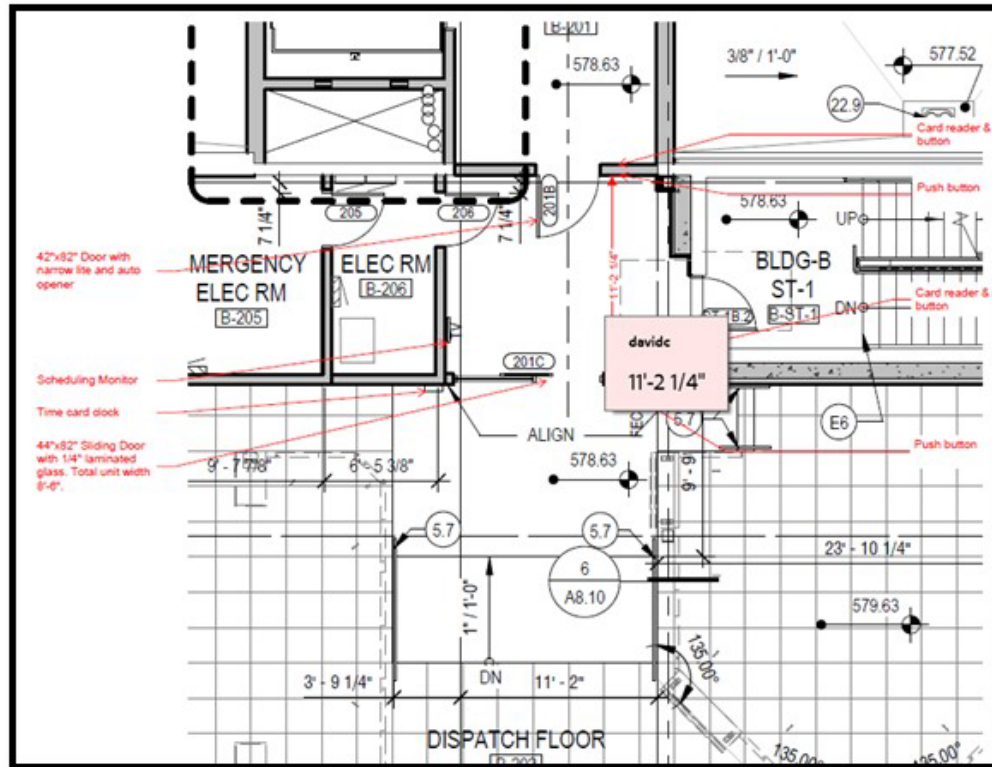
Public Entrance and new elevator frame. You can also see the new 3rd floor connector coming together.



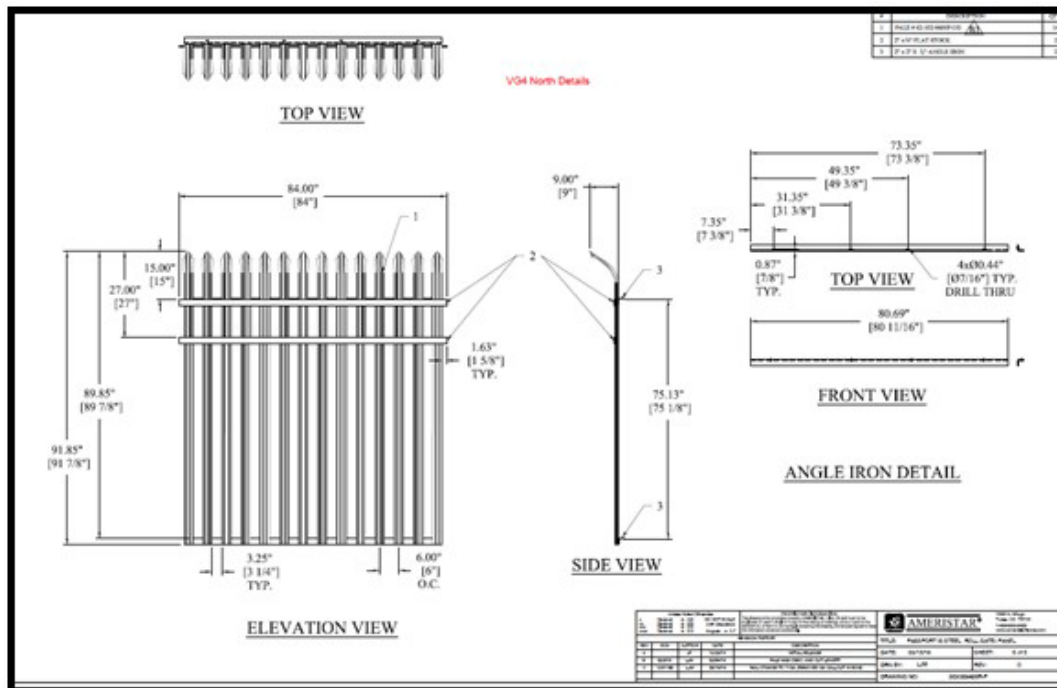
We're evaluating a number of techniques to lessen ambient noise transmission within the center that will include a high-tech sound masking solution and numerous noise absorbing surfaces. The rendering below is Glacier Peak printed on sound absorbing cloth, which we're strategically placing around the room. In the image is one of two "chair corrals" and the center's kitchenet. The consoles and window blinds are also constructed in a way to absorb sound. Open ceilings are covered with sound absorbing materials.



Entrance into the center will have mantrap access control and a sliding automatic door into the center.



We've spec'd and been approved for 15-ft no-climb fencing around majority of the property.



Snohomish County 911
Finance Committee
Meeting Summary for September 12, 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	✓	Terry Peterson	✓	Sharon Brendle	✓
Wade Anderson	✓	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 Chair Dave DeMarco. There were no announcements.
2. **Reports.**
 - A. **Blanket Voucher Report for August 2024.** There were no questions.
Jenna Nand moved and Ryan Lundquist seconded to recommend the Board approve the Blanket Voucher Report for August 2024. The motion passed with all in favor.
 - B. **Fund Balance Report for August.** Informational only; there were no questions.
 - C. **Mid-Year Financial Status.** Wade explained it as a statement of activity, or budget versus actual for the first six months of 2024. Kurt mentioned that the Tyler Maintenance & Support Agreement invoice is not showing in the report, but is being processed now, in the amount of \$713,000. No other questions.
3. **New Business.**
 - A. **APF – Radio Fleet Expansion Requests.** Terry presented this proposal and explained that they have learned that these requests are expected to continue throughout the years. Last month, the board approved restocking the radio inventory so they are able to quickly respond to requests from Fire and Police Agencies. Instead of ordering new radios as needed, they will keep a supply on hand. Staff will, however, still bring the requests to the board for their review and approval. Kurt added that it was reported at Police TAC that there are some agencies who have received radios, which are not currently being used. He said he thinks some of this inventory has been turned back over to SNO911, but there may be another agency that still has a supply not in service. Radio Systems Manager, Howard Tucker, plans on conducting a recap on everyone's inventory to see what radios are not active, in the hope that some can be returned to address immediate needs. Jenna asked that changes be made to the APF to avoid any misunderstanding that that this request has to do with Radio Requests, and not Fleet Expansion or vehicle requests. Terry thanked her for the suggestion and announced that those updates will be made. Dave commented that the remote speakers mics that are connected to Fire's Portable Radios are starting to fail en masse. He said he understands that normally, agencies would be responsible for their own speaker mics. Terry asked if those speaker mics were the ones that Motorola had recalled and replaced earlier on when they discovered there was a bad batch from the factory. Terry will follow up on this issue and get with the radio team to look into these faulty speaker mics. Ryan will reach out to his IT team to see if SRFR is also experiencing a problem. Terry added that they are also aware of a couple other requests that are pending, one at Darrington Fire and two others at Monroe Police.

Jenna Nand moved to recommend the Board authorize staff to move forward with the fleet expansion requests of the new radio equipment from incoming inventory, as outlined in the above summary. The motion was seconded by Ryan Lundquist and passed with all in favor.

- B. Surplus Asset Disposal.** Wade explained that the proposal follows the request of staff to dispose of some obsolete IT equipment. A list of the equipment was included in the proposal. The previous value of the equipment was slightly over \$1 million, and is now valued at just under \$73,000. Because of the obsolete status they are looking for permission to send the items to the State's Department of Enterprise Services. If they are not accepted, they are asking that SNO911 staff be allowed to dispose of the items in the most economical manner.

Ryan Lundquist moved to recommend the Board declare, as surplus, the list of tech items in Exhibit A and authorize the transfer of the remaining surplus items to DES or dispose of them in the most economical manner. Jenna Nand seconded the motion and it passed with all in favor.

- 4. Good of the Order.** Kurt reported that the Seattle company, Devblock Technologies, who has been a partner with SNO911 in developing the CAD Lite application has approached them to see if SNO911 would be supportive if they were to develop a commercial version of the software. There is interest of recouping money previously spent, so he will discuss this matter with the board. He also recalled that Valley Comm has utilized CAD Lite as part of the Regional Resiliency Program, and NORCOM is in the process of deploying it, as well. He added that it has always been their vision to share the application with other agencies.
- 5. Adjourn.** The meeting was adjourned at 1:46 p.m. The next Finance Meeting is scheduled for October 10, 2024 at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for September 11th, 2024 - 0900

Meeting Attendance:

Committee Members					
Jeff Beazizo (Chair)	X	Don Waller	X	Jonathan Ventura	
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 Kurt Mills at 0900.

1. **Review Staffing Report** - Terry reviewed the staffing report noting there are currently 13 open dispatch positions and 7 new hires starting later this month. There are also 2 appointive staff positions open, one being the Finance Coordinator and the other is the Fleet Maintenance Position which falls under the Radio team. Both have candidates in the background phase of the process. Kurt also added that Sharon is retiring at the end of the year which will move one of our current Administrative Assistants to her position and open a need to fill that Administrative Assistant position with a goal of hiring that spot by November of this year. That may incur a couple months of doubling the cost which can be absorbed into the existing budget without concern. However, training and shadowing is necessary for the job to function. The committee was in support of this small overlap.
2. **Appointive Employees Policy Revisions APF** – Terry began by reiterating that there are two different Policy manuals: The Appointive staff manual applies to non-dispatch (non-union) employees and the Personnel Administrative Manual (PAM) applies to everyone in the organization. Kurt added that SNO911 reviews its policies regularly noting that the WCIA funds these reviews sometimes in order to keep up to date with changing laws, etc.

Rosie walked the group through some of the highlighted revisions which were included in the packet.

3. **Appointive Employees Policy REV 9.11.2024** – Rosie touched on three main edits and the redlined versions were included in the packet which went out to the Committee early to allow everyone time to review.

The first change is in regard to pay steps and the need to align appointive employees with the rest of the organization moving the performance evaluation cycle to align with the employees hire date or position entry date. Currently, step advancements and Cost of Living Adjustment COLAs are awarded on January 1st. The COLAs will stay as is, however, as people get to their top step in pay, they will move to being evaluated based on their anniversary date. This change will not impact any employee at this time however in the future it will greatly assist management staff from having a huge workload at the end of each year.

The next change proposed is an adjustment in eligibility for reinstatement. The current policy contains no language regarding this topic and there have been several situations where discretionary decisions were made and an update would benefit SNO911. If someone leaves in good standing and they want to come back to our Agency, SNO911 reserves the right to choose whether or not to reinstate them. The proposal is to put the employee back in their same position, pay scale and PTO accrual rate as if they had never left the Agency.

Dispatchers, dispatch supervisors and operations managers are now eligible for PSERS so language has been added to identify that change.

Chief Waller motioned to bring the Appointive Staff Policy changes to the Board.

4. **Policy Revisions APF** - A redlined version of the policy revisions was included in the packet.
5. **SNO911 PAM REV 9.11.2024** – Rosie identified the changes to the PAM which was included in the packet. It was noted that once the PAM revisions are approved by the Board it will be shared with the labor partners for review. The shared leave policy has been signed off by the labor partners already as well as a change regarding the referral bonus program and how that is paid out to the referring employee. A change to the separation and termination policy was also proposed and agreed upon changing the language so that if an employee gives notice and resigns, SNO911 can request that they leave and will be paid for their 2-week notice. It was noted that this change was reviewed by legal. A suggestion was made to review the language from the viewpoint of a long-time employee putting in their retirement notice months in advance, SNO911 staff will review.
6. **Round Table.** Kurt spoke about the new technology being used by some of the user agencies called Flock cameras. SNO911 is at the beginning phases of a pilot program to see if SNO911 can support the initiative and help administer the Flock license plate reading systems. This comes at no cost to the Agency and is exploratory at this time but is a shift in traditional roles for SNO911.
7. The committee adjourned at 0926. The next Personnel Committee Meeting is scheduled for Wednesday, October 9th, 2024 at 0900.



CITY OF EVERETT Fire Department

To: Snohomish County Fire Chiefs
From: Dave DeMarco
Date: September 13, 2024

RE: Draft Interlocal Agreement and Special Meeting Information

Colleagues,

On behalf of our Joint Task Force, we look forward to seeing you all at the SCFCA special meeting on Monday, September 23rd. This meeting is intended for department fire chiefs, and executive leadership in your EMS programs. This meeting will be held in-person only.

The joint task force has refined our recommendations to build a new EMS agency that is empowered to serve our collective interest in a statutorily compliant, continuously improving EMS system throughout the county. The September 23 briefing agenda will include:

- Review of detailed information on the proposed new agency
- Review of draft legal documents which we will need your agency's action this fall (attached)
- A detailed implementation calendar that lists the tasks to be accomplished to stand up the new agency this coming January, including when to select the new board members

Each fire/EMS agency will be asked this fall to approve and sign the new agency ILA and related documents, including a 2025 proposed budget share, so that we may establish the new EMS agency as soon as January 2025. The September 23rd briefing is the best opportunity for you to get your questions answered.

This legislative draft is being provided before the briefing to give you the opportunity to review our work. Please consider beginning your agency legal review of this document now.

While reviewing this document, please remember we have not yet had the opportunity to review it with you. You will certainly have questions, and the draft may change as we receive your comments, edits, and suggestions. Please save your questions for the September 23 meeting and we will work together to answer them.

Thank you for your support, patience, and collaboration as we have worked through this project.

A handwritten signature in black ink, appearing to read 'Dave DeMarco', written over a horizontal line.

Dave DeMarco
Chair, SNO911/SCFCA/SCEMS EMS Joint Task Force

**INTERLOCAL AGREEMENT
WITH
MEMBER AGENCIES TO EMS CONSORTIUM**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between [REDACTED] (the “Consortium”) and each undersigned Member Agency (collectively, the “Parties” and individually as “Party”).

I. RECITALS

WHEREAS, the Consortium desires to provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to and Chapter 246-976 WAC;

WHEREAS, the Consortium desires to provide support to the Emergency Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services in a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including RCW 70.54.310, RCW 70.168.090, WAC 246-50-020;

WHEREAS, the Consortium desires to maintain a well informed and collaborative working relationship with cities and fire agencies providing Emergency Medical Services, and the private sector ambulance companies providing patient transport services within the County;

WHEREAS, the Consortium desires to operate the Consortium under a shared governance and funding model, maximizing the use of grant funding where practicable;

WHEREAS, to provide better EMS response and service within their jurisdictions, the Member Agencies desire to support the Consortium as provided herein;

WHEREAS, the parties agree that the Executive Director and other staff of the Consortium shall, unless otherwise determined by the Board of Directors, be loaned staff who are employees of Snohomish County 911;

WHEREAS, the parties agree that the Fiscal Agent of the Consortium shall, unless otherwise determined by the Board of Directors, be Snohomish County 911; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. TERMS

1. **Purpose.** There is hereby created an emergency medical services agency, hereinafter called the “[REDACTED]” (the “Consortium”) to provide support to the Emergency

Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, and the Medical Program Director, in furtherance of the delivery of high quality Emergency Medical Services to residents and others living, working or traveling in Snohomish County. The Consortium shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. The Consortiums' initial Articles of Incorporation and Bylaws are attached as **Exhibits A** and **B**, but may be updated from time to time by Supermajority Vote of the Board of Directors of the Consortium.

2. **Effective Date.** This Agreement shall be effective after: (i) January 1, 2025; (ii) signature by Member Agencies that together make up not less than ninety percent (90%) of the total Assessment in 2025 on **Exhibit D**; and (iii) at least one agency represented in Positions 1 – 6 on the Board of Directors in the Bylaws for the Consortium (the "Effective Date").

3. **Term.** This Agreement shall have an initial term through December 31, 2029, (the "Initial Term") and shall thereafter be of ongoing duration, subject to termination provisions contained herein. No Party may terminate or withdraw from this Agreement during the Initial Term, except as provided herein.

4. **Consortium Responsibilities.**

4.1 **MPD Support Services.** The Consortium shall provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to development and promotion of new protocols, delegate physicians, training and evaluations, quality assurance / quality improvement, employee discipline, controlled substances, and other duties in Chapter 246 976 WAC;

4.2 **EMS Support Services.** The Consortium shall provide support to the EMS providers in Snohomish County, Snohomish County 911, and the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services in a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including RCW 70.54.310, RCW 70.168.090, and WAC 246-50-020, including promoting consistent and integrated use of technology; provided, however, the consortium shall have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

4.3 **Expansion of Scope of Services.** The Agency may provide additional ancillary public services to the extent reasonably necessary to advance the coordination or delivery of emergency medical services in Snohomish County.

5. **Budget.** The Consortium's proposed budget for 2025 is attached as **Exhibit C**. The Consortium shall develop a proposed annual operating budget in consultation with the Member Agencies. The Board of Directors may establish and fund reserves to support operations of the Consortium, at levels the Board of Directors determines to be appropriate. The Consortium shall distribute a proposed budget by July 1 of the preceding year to all Member Agencies.

6. **Assessment Share Formula.** For 2025, Member Agencies shall be invoiced amounts as shown in the funding plan in **Exhibit D**. Thereafter, the Assessments shall be allocated between Member Agencies as follows:

$$\frac{\text{Approved Assessment}}{\text{Assessed Value (Per \$1,000) of All Member Agencies}} = \text{Assessment Rate}$$

$$\text{Assessment Rate} \times \text{Assessed Value (Per \$1,000) of Member Agency} = \text{Assessment Share for that Member Agency}$$

6.1 **Assessment Rate Limitation.** In no event shall the Assessment Rate exceed \$0.0075 of Assessed Value (per \$1,000) in any year without the prior written approval for that year of at least (1) not less than two-thirds of all Member Agencies in number and (2), if there are more than one Member Agency objecting such an Assessment Rate, not less than sixty percent (sixty percent 60%) of the Weighted Vote of all Member Agencies. A "Weighted Vote" means a vote in which each Member Agency's vote is counted according to its respective Assessed Value as determined herein. **If a Member Agency fails to object to a written notice within seventy-five (75) days of receipt of such notice, the Member Agency shall be deemed to have approved such Assessment Rate.**

6.2 **Assessed Value.** Assessed Value shall be determined every August 1 of year prior to the year the Assessment is due. The Assessed Value shall be based on the tax year that gets collected in the year before the Assessment is due. For example, the Assessed Value for Assessments due in 2027 will be established by August 1, 2026, based on the Assessed Value for the tax year 2025 (collected in 2026).

6.2.1 **Contracts for EMS Service.** For Member Agencies that provide substantially all EMS services to other public EMS agencies by interlocal agreement, those other agencies shall be included when calculating the Assessed Value for that Member Agency.

6.2.2 **Property Not Regularly Assessed.** Member Agencies may provide substantially all EMS services to properties within its jurisdiction that is not regularly assessed, including tribal lands. If such properties comprise at least 25% of the Member Agency's jurisdiction by total acreage, notwithstanding anything to the contrary, the Assessed Value of that Member Agency shall be calculated for the purpose of this Agreement as follows:

$$\frac{\text{Total Assessed Value of All Other Member Agencies}}{\text{Number of Credentialed Employees of All Other Member Agencies}} \times \text{Number of Credentialed Employee of Member Agency} = \text{Assessed Value by Member Agency by Credentialed Employee}$$

PLUS

Total Assessed Value of All Other Member Agencies

$$\frac{\div \text{ Number of Fire/EMS Calls for Service of All Other Member Agencies} \times \text{ Number of Fire/EMS Calls for Service of Member Agency}}{\text{Assessed Value by Member Agency Calls for Service}}$$

DIVIDED BY TWO (2)

6.3 Payment. The Consortium shall notify each Member Agency of its Assessment Share for the next calendar year no later than August 15. Each Member Agency shall pay its Assessment Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such a schedule as may otherwise be approved by the Board of Directors. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by the Consortium, the Consortium may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

7. Boundary Changes. It is the responsibility of each Member Agency to provide reasonable advance notice to the Consortium of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

8. Consortium Bylaws. The Consortium shall be governed by a Board of Directors composed of a representative group of fire chiefs, or their designees, from among the Member Agencies provided, however, there shall be at least six (6) positions and an employee of each Member Agency shall be eligible for appointment to a minimum of one (1) position.

8.1 A Supermajority Vote of the Board of Directors shall be required in order to approve the following items or actions:

- i. Approve a total Assessment that either exceeds, or is less than, the prior approved total Assessment by a percentage in excess of three percent (3%);
- ii. Acquire assets, equipment, real or personal property valued at over Fifty Thousand Dollars (\$50,000);
- iii. Admit a new Member Agency (other than admission a Member Agency created by the merger, consolidation or other process as described herein);
- iv. Reinstate a Member Agencies that has been terminated as a Member Agency);
- v. Expand of the scope of services provided by the Consortium;
- vi. Adopt or amend of any Bylaws or the Articles of Incorporation;
- vii. Merge, consolidate, or sell all or substantially all assets of the Consortium;
- viii. Terminate or dissolve the Consortium;
- ix. Terminate a service contract with the Medical Program Director; and
- x. Any other action requiring a two-thirds or sixty-six percent (66%) supermajority vote under chapter 24.06 RCW.

8.2 A "Supermajority Vote" means Board of Director approval of an item accomplished by securing affirmative votes of both: (1) not less than two- thirds of all Directors of the Board of Director in number and (2), if more than one Director opposes an item, not less than sixty percent (60%) of the Weighted Vote of all Directors. A "Weighted Vote" means a vote in which each Director's vote is counted according to its respective Member Agency's Assessment Share due and payable for the then current budget period in proportion to the total

Assessment Shares payable for the then current budget period by all Member Agencies of Directors holding Positions 1 - 6. A Weighted Vote may not be split.

9. **Additional Member Agencies.** All Member Agency must be a municipal corporation formed under the laws of the State of Washington and have accepted the terms of and be a Party to this Agreement. As a condition of becoming a Member Agency, the Consortium may require payment or other contributions or actions by the new Member Agency as the Consortium 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 Member Agencies shall not cause pre-existing Member Agencies to incur additional cost or to experience any material reduction in services from the Consortium.

10. **Consolidation.**

10.1 In the event of a merger between one or more Member Agency(ies), the Member Agencies shall pay their own Assessment Share until the effective date of the merger and, thereafter, the surviving Member Agency will pay the Assessment Share of the merged agency.

10.2 In the event of the formation of a new regional fire authority by one or more Member Agency, the Member Agency shall continue pay its Assessment Share; provided, however, the new regional fire authority may be assigned and assume all rights and responsibilities of such a Member Agency.

10.3 In the event of the annexation of Member Agency into an existing regional fire authority, the Member Agencies shall pay their own Assessment Share until the effective date of the annexation and, thereafter, the regional fire authority will pay the Assessment Share of said annexing agency.

10.4 In the event a Member Agency enters into a contract to provide substantially all EMS services to another public EMS agency, the Assessed Value of the agency receiving services by such contract shall be included in the calculation of the Assessed Value for the Member Agency providing the EMS services.

11. **Delinquencies.** Payments not received when due shall bear interest at the rate of twelve percent (12%) per annum, or such lower maximum allowable rate as provided by law and approved by the Consortium, until paid. A Member Agency who is six (6) months delinquent in payment shall not have access to the Services until all payments, including accrued interest have been made. A Member Agency who is one year delinquent is deemed to have withdrawn as a Member Agency and to have withdrawn from the Agreement. Withdrawal does not extinguish the obligation to pay the Consortium for its Assessment Share(s) during the time it was a Party to this Agreement, together with interest.

12. **Inventory and Property.** Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Consortium. The Consortium may dispose of and otherwise convey its property as provided by law and policies of the Consortium. Equipment and furnishings for the Consortium's operation shall be acquired as provided by law. If any Member Agency provides equipment or furnishings for the Consortium's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by the Consortium. The Executive Director shall maintain

and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to the Consortium, and the values thereof. In the event of dissolution or termination of the Consortium, 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 Member Agencies.

13. **Privacy Protection.** The Consortium shall appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Member Agencies in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"), and as provided in **Exhibit E**, which may be updated, from time to time, by the Consortium to keep in compliance with applicable laws and regulations.

14. **Indemnification.** To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. The parties further acknowledge that they have mutually negotiated this waiver.

15. **Insurance.** The Consortium shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of Washington, the following insurance or, if self-insured, the equivalent to the following:

15.1 An occurrence based comprehensive general liability policy covering all claims for personal injury (including death) or property damage arising out of or related to this Agreement and shall include contractual liability coverage applicable to the indemnity provisions of this Agreement. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss.

15.2 A liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of employees. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence.

15.3 An employment practices liability insurance policy covering all claims arising from the employment process. The limit of liability shall be not less than One Million Dollars (\$1,000,000).

15.4 Insurance policies required to be maintained under this Agreement shall (a) name the other Parties, its elected officials, and employees as additional named insureds; (b) not contain a 'cross liability' or similar exclusion that would bar coverage for claims between or among insureds; (c) contain a severability of interest provision in favor of the other Parties; and (d) contain an express waiver of any right of subrogation by the insurance company against the other Party and its elected officials, employees, and agents. Insurance policies required to be maintained by the Consortium under this Agreement shall be written as a primary policy and non-contributory insurance with respect to the Parties, its officers, officials, employees, agents, and insurers.

16. Withdrawal or Termination of a Member Agency.

16.1 If the Assessment Rate exceed \$0.0075 of Assessed Value (Per \$1,000), by October 31 of the year before which the Assessment Rate is applied, any Member Agency that objected to such an Assessment Rate under Paragraph 6.1 of this Agreement may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Consortium, which shall be effective on December 31 of that year.

16.2 After the Initial Term, any Member Agency may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Consortium on, or before, December 31 in any year. After providing appropriate notice, that Member Agency's membership withdrawal shall become effective on the last day of the calendar year following delivery of appropriate notice to all other Member Agencies. A Contributing Agency that withdraws from this Agreement shall have no further right to receive the Services as a Member Agency.

16.3 A Member Agency who withdraws or is terminated (by being deemed withdrawn for nonpayment as provided herein) shall hold the remaining Member Agencies harmless against any resultant increased capital or operating costs allocated to them, for a project approved by the Board of Directors prior to notice of withdrawal or termination.

16.4 Time is of the essence in giving notice of termination or withdrawal.

16.5 A terminating and/or withdrawing Member Agency is deemed to forfeit any and all rights it may have to the Consortium's personal or real property, or any other ownership in the Consortium, unless otherwise provided by the Board of Directors; provided further that this forfeit of rights shall not apply to personal property on loan to the Consortium from the terminating or withdrawing Member Agency.

16.6 The termination or withdrawal of a Member Agency shall not discharge or relieve any other Member Agency of its obligations to the Consortium.

17. Termination of this Agreement. This Agreement may be terminated upon the approval of a Supermajority Vote of the Board of Directors. The termination shall be by direction of the Board of Directors to wind up business by a date specified by the Board of Directors, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated. Notwithstanding the foregoing, in the event of withdrawal or termination of Member Agencies such that no more than three Member Agencies remain Party to this Agreement, then the Agreement shall terminate one year from the first date

that only three Member Agencies remain. The Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Consortium, unless provision is made for those obligations.

17.1 Real or Personal Property. Upon termination of this Agreement, all real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Consortium liabilities, shall be distributed to those Member Agencies still participating in the Consortium on the day prior to the termination date and shall be apportioned between Member Agencies based on the ratio that the average of each Member Agencies' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Member Agencies' Assessment Shares paid during such five-year period. The Board of Directors 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.

17.2 Loaned Property. Upon termination of this Agreement, assigned or loaned assets shall be returned to the lending entity.

17.3 Allocation of Liabilities. Upon termination of this Agreement, in the event outstanding liabilities of the Consortium exceed the value of personal and real property and funds on hand, all Member Agencies shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

18. Termination of SCEMS Agreements. Each Member Agency agrees that any agreement between that Member Agency and Snohomish County EMS and Trauma Care Counsel shall be terminated on the Effective Date of this Agreement. For such termination, Snohomish County EMS and Trauma Care Counsel waives and releases all notice requirements and early termination costs for those Member Agencies.

SNOHOMISH COUNTY EMS AND TRAUMA CARE COUNSEL

By: _____

Its: _____

Date: _____

19. Independent Governments. The Parties recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Each Member 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 communicate with Consortium staff operations.

20. Public Duty Doctrine. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

21. **Non-Waiver of Breach.** The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

22. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Snohomish County Superior Court, Snohomish County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' right to indemnification under this Agreement.

23. **Modification.** Except as otherwise provided herein, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.

24. **Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

25. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements—either verbal or written—of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner, this Agreement.

26. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

27. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

28. **Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement in **Exhibit F**, or such other address as may be hereafter specified in writing.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

PAINE FIELD AIRPORT FIRE DEPARTMENT

Joshua Cole, Fire Chief

Date: _____

EVERETT FIRE DEPARTMENT

Dave DeMarco, Fire Chief

Date: _____

MARYSVILLE FIRE DEPARTMENT

Ned Vander Pol, Fire Chief

Date: _____

MUKILTEO FIRE DEPARTMENT

Glen Albright, Fire Chief

Date: _____

NORTH COUNTY REGIONAL FIRE AUTHORITY

John Cermak, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 4

Don Waller, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 19

Keith Strotz, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 21

Chad Schmidt, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 22
(GETCHELL FIRE DEPARTMENT)**

Travis Hots, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 24
(DARRINGTON FIRE DISTRICT)**

Joel Johnson, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 25
(OSO FIRE DEPARTMENT)**

Wilie Harper, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 5

Seth Johnson, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 26
(SKY VALLEY FIRE)**

Eric Andrews, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 15
(TULALIP BAY FIRE DEPARTMENT)**

Ryan Shaughnessy, Fire Chief

Date: _____

SNOHOMISH COUNTY FIRE DISTRICT NO. 27

Mike Worthy, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 16
(LAKE ROESIGER FIRE DEPARTMENT)**

Scott Anderson, Fire Chief

Date: _____

SNOHOMISH REGIONAL FIRE AND RESCUE

Kevin O'Brien, Fire Chief

Date: _____

**SNOHOMISH COUNTY FIRE DISTRICT NO. 17
(GRANITE FALLS FIRE)**

Jim Haverfield, Fire Chief

Date: _____

**SOUTH SNOHOMISH COUNTY FIRE &
RESCUE REGIONAL FIRE AUTHORITY**

Bob Eastman, Fire Chief

Date: _____

CONSORTIUM

Scott Dorsey, Executive Director

Date: _____

EXHIBIT A
ARTICLES OF INCORPORATION
OF
[REDACTED]

The undersigned hereby executes the following Articles of Incorporation for the purpose of forming a non-profit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03A of the Revised Code of Washington (RCW).

Article I
Name

The name of the corporation is [REDACTED] (the "Consortium").

Article II
Purposes

2.1 The Consortium is organized and shall at all times be operated exclusively for charitable, educational, scientific, etc. purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter "IRC"). Without limiting the generality of the foregoing, the Consortium is formed to:

2.1.1 Provide support to the Snohomish County Medical Program Director in provision of services under Chapter 18.71 RCW, including as it relates to development and promotion of new protocols, delegate physicians, training and evaluations, quality assurance / quality improvement, employee discipline, controlled substances, and other duties in Chapter 246 976 WAC.

2.1.2 Provide support to the Emergency Medical Services providers in Snohomish County, Snohomish County 911, the Snohomish County EMS and Trauma Care Council, in furtherance of the delivery of Emergency Medical Services a modern, efficient manner and in compliance with federal, state, and local laws and regulations, including promoting consistent and integrated use of technology; provided, however, the consortium shall have no authority to set local policies for any Member Agency or take enforcement action on behalf of any Member Agency.

2.2 The Consortium is intended to be an organization described in §501(c)(3) of the Code and a supporting organization under §509(a)(3) of the Code, supporting other tax-exempt organizations providing charitable benefits for children in the State of Washington.

2.3 Private Inurement. No part of the net earnings or income of the Consortium shall inure to the benefit of any private individual. Further, no director or officer of the Consortium or any private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution or final liquidation of the Consortium or winding up its affairs. Notwithstanding the preceding, however, the Consortium shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

2.4 Legislation and Political Activities. No substantial part of the activities of the Consortium shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted under IRC Section 501(c)(3), and the Consortium shall not participate in or intervene (including the publication and distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for any public office.

Article III Gross Revenue

Per RCW 24.03A.960 the corporation voluntarily certifies that its initial gross revenue is less than \$500,000.

Article IV Charitable Nonprofit Corporation

The corporation is a Charitable Nonprofit Corporation pursuant to RCW 24.03A.010(5).

Article V Limitation of Directors' Liability

A director shall have no liability to the corporation or its members for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating RCW 24.03A, or

for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. Any repeal or modification of this article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

Article VI Indemnification

The corporation shall indemnify its directors against all liability, damage or expense resulting from the fact that such person is or was a director, to the maximum extent and under all circumstances permitted by law.

Article VII Registered Office & Agent

The name of the Registered Agent of the corporation is [REDACTED]. The street address of the Registered Office, which is also the address of the Registered Agent is as follows:

[REDACTED]
[REDACTED]
[REDACTED]

Article VIII Members

There should be no shareholders of the corporation. Rather, the corporation shall have members as determined by the bylaws. Each member shall have one vote in the affairs of the corporation as appropriate.

Article IX Directors

The number, qualifications, terms of office, manner of election, time and place of meetings, and powers and duties of the directors shall be prescribed in the bylaws, but the number of directors constituting the initial Board of Directors shall be seven (7). The name and

address of the persons who are to serve as the initial directors until the first annual meeting of the members are:

Article X Amendment of Bylaws & Articles

Section 1. The board of directors shall have full power to adopt, alter, amend, or repeal the bylaws or adopt new bylaws. Nothing herein shall deny the concurrent power of the members to adopt, alter, amend or repeal the bylaws.

Section 2. This corporation reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in any manner now or hereafter prescribed or permitted by statute. All rights of members of this corporation are granted subject to this reservation.

Article XI Distribution of Assets Upon Liquidation or Dissolution

Upon dissolution of the corporation, any net assets of the corporation are to be distributed to its then-current Member Agencies.

Article XII Perpetual Existence

The duration of the Consortium shall be perpetual unless dissolved by operation of law or otherwise.

Article XIII Incorporator

The name and address of the Incorporator is:

Matt T. Paxton
1500 Railroad Ave
Bellingham, WA 98225

IN WITNESS WHEREOF, the Incorporator has affixed his signature below on this _____
day of _____, 2024.

Matt T. Paxton, Incorporator

CONSENT TO APPOINTMENT AS REGISTERED AGENT

_____ hereby consents to serve as Registered Agent, in the State of Washington, for the corporation herein named. _____ understands that as agent for the corporation, it will be _____'s responsibility to accept Service of Process in the name of the corporation; to forward corporate license renewal mailings to the corporation; and to immediately notify the Office of the Secretary of State in the event of its resignation or of any change in the Registered Office address of the corporation for which it is agent.

Dated this _____ day of _____, 2024

EXHIBIT B

OF

ARTICLE 1

Registered Office and Registered Agent

The registered office of [REDACTED] (the "Consortium") shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office. Any change in the registered agent or registered office shall be effective upon filing such change with the office of the Secretary of State of the State of Washington, unless a later date is specified. The Board of Directors may establish other offices in or outside the State of Washington.

ARTICLE 2

Members

Section 1. Membership.

The Board of Directors may allow for persons, businesses, associations or other entities to become members of the Consortium upon such terms and conditions as the Board of Directors may determine.

ARTICLE 3

Powers

Section 1. General Powers.

(a) All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board of Directors, except as otherwise provided by the laws under which this Consortium is formed or in the Articles of Incorporation. All Directors and their alternates shall serve without compensation from the Consortium. Directors may serve only for such time as they are duly appointed or acting chief executive officer of their respective agency.

Section 2. Specific Powers.

Through its Board of Directors, the Consortium shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Board of Directors, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Member Agencies;
- b. Review and approve budget expenditures for the Consortium;
- c. Establish policies for expenditures of budget items for the Consortium;
- d. Review and adopt a personnel policy for the Consortium (if applicable);
- e. Review and approve operating and financial policies for the Consortium;

- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Consortium;
- g. Conduct regular and special meetings as may be designated by the Board of Directors consistent with the Open Public Meetings Act;
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered and under what terms they shall be offered;
- j. Retain an Executive Director;
- k. Create advisory boards and committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Member Agencies to this Agreement and the terms of participation in the Consortium and receipt of Consortium services;
- n. Enter into contracts with the state-approved Medical Program Director to fund services provided to the Consortium and Member Agencies by the Medical Program Director;
- o. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- p. Direct and supervise the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to the Consortium by Member Agencies;
- t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Consortium;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Consortium's name;
- w. Make and alter bylaws for the administration and regulation of its affairs; and
- x. Any and all other lawful acts necessary to further the Consortium's goals and purposes.

The Consortium shall not have the power or authority to issue debt in its own name.

ARTICLE 3

Board of Directors

Section 1. Composition.

- (a) The Consortium shall be governed by the Board of Directors. The number of Directors of the Consortium shall be seven (7).

(b) The Board of Directors shall be composed of one (1) representative in each Position, which representative shall be the Fire Chief of each such Member Agency as provided herein. The Directors shall be appointed from among Member Agencies, as follows:

- **Position 1:** South Snohomish County Fire & Rescue Regional Fire Authority
- **Position 2:** Snohomish County Fire District No. 4 and Snohomish Regional Fire and Rescue
- **Position 3:** Marysville Fire Department and North County Regional Fire Authority
- **Position 4:** Everett Fire Department and Mukilteo Fire Department
- **Position 5:** Snohomish County Fire District No. 15 (Tulalip Bay Fire Department); Snohomish County Fire District No. 19; Snohomish County Fire District No. 21; Snohomish County Fire District No. 24 (Darrington Fire District); Snohomish County Fire District No. 25 (Oso Fire Department); Snohomish County Fire District No. 27; and Paine Field Airport Fire Department
- **Position 6:** Snohomish County Fire District No. 5; Snohomish County Fire District No. 16 (Lake Roesiger Fire Department); Snohomish County Fire District No. 17 (Granite Falls Fire); Snohomish County Fire District No. 22 (Getchell Fire Department); and Snohomish County Fire District No. 26 (Sky Valley Fire)
- **Position 7:** Elected Official of a Member Agency

(c) In April of each year in which there will the regular term for a Position ends, the Consortium shall provide notice to the Member Agency falling in that Position (or to all Member Agencies in the case of Position 7) of the vacancy, as well as the date, time, and location for a caucus at which a new Director (and Alternate in the case of Position 7) shall be selected. Designated representatives from each such Member Agency shall meet together and select a Director to represent them on the Board of Directors for the next three (3) year term at such a caucus. 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 Member Agency they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Director.
- ii. An individual need not attend the caucus in order to be selected as a Director, so long as the person otherwise meet the qualifications of a Director.
- iii. Each Member Agency within a caucus shall have an equal vote in selecting each Director.

- iv. Any Member Agency 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. Each caucus shall submit a written statement to the Consortium, signed by not less than half of the caucus' representatives participating in the caucus, confirming the individuals to whom the Positions are to be allocated for the next term.

(d) For Positions 1 – 6, the Member Agency(ies) eligible for appointment for that Position shall pick among any Member Agencies listed for that position by consensus; provided, however, that representative of a Member Agency that is more than one (1) year delinquent in payment owed to the Consortium cannot be a Director until all delinquent payments together with accrued interest have been paid. If Member Agencies are unable to reach consensus on a Director for their respective Position, then, for Positions representing two Member Agencies, the Member Agencies shall alternate terms of serving as the Board Member. For Positions representing more than two Member Agencies, the Director shall be selected by majority vote of the Member Agencies listed for that Position (each Member Agency having one vote).

(e) In the event of (i) a merger between Member Agencies; (ii) the formation of a new regional fire authority by one or more Member Agency; (iii) the annexation a Member Agency into an existing regional fire authority; (iv) a Member Agency entering into a contract to provide substantially all EMS services to another public EMS agency; (v) the addition of a new Member Agency to the Consortiums; or (vi) withdraw of an existing Member Agency, the Bylaws shall be amended to equitably reallocate the Position 1 – 6, which reallocation shall be effective after the expiration of the then-current terms; provided, however, there shall continue to be six (6) positions and an employee of each Member Agency shall be eligible for appointment to a minimum of one (1) position.

Section 2. Term.

Each Director shall hold office for three (3) years until the next annual meeting of Directors and until his or her successor shall have been elected and qualified, except as provided herein. The initial terms for Position 1 and 7 shall end in 2028, for Position 2, 3, and 4, shall end in 2027, for Positions 5 and 6 shall end in 2026.

Section 3. Conditions for Serving as a Director.

All Directors and their alternates shall serve without compensation from the Consortium. However, the Consortium may pay for or reimburse Directors and alternates for reasonable out-of-pocket costs related to service on the Board of Directors. Directors may only serve for such time as they meet the qualification of a Directors for the Member Agency with which they served of the start date of their then current term on the Board of Directors.

Section 4. Alternates.

For Positions 1 – 6, each Director shall designate one (1) alternate with management and/or leadership responsibilities within such a Member Agency's central administration to serve on the Board of Directors when such Director is absent or unable to serve. For Position 7, one (1) alternative elected official shall be designated, in the same manner as selecting the Director for that position, to serve on the Board of Directors when such Director is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Board of Directors. Either the primary Director or such Director's alternate may attend meetings of the Board of Directors; provided, however, if both representatives are in attendance at a meeting of the Board of Directors, only the primary Director of the Board of Directors shall be included for purposes of establishing a quorum and voting on matters before the Board of Directors. If an alternate is serving in a meeting on behalf of a Director, such alternate shall have all of the rights and authority of the primary Director of the Board of Directors under this Agreement, including but not limited to establishing a quorum and voting on matters before the Board of Directors.

Section 5. Quorum.

A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Member Agency which been terminated by vote of the Board of Director, or which has given notice of withdrawal and is not permitted to vote) shall constitute a quorum of the Board of Directors for purposes of doing business on any issue.

Section 6. Voting.

The Board of Directors shall strive to operate by consensus. All Board of Directors decisions on items not listed as items requiring a supermajority vote for approval require a Simple Majority Vote for approval. A "Simple Majority Vote" of the Board of Directors means at least 51% of the Directors present constituting a quorum and voting, with each Member present and voting having one vote. A Director 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 Director representing a Member Agency that has given notice of withdrawal or which has been terminated by vote of the Board of Directors shall be authorized to cast votes at the Board of Directors only on budget items to be implemented prior to the withdrawal or termination date. A Director representing a Member Agency that has not made a payment that is owing to the Consortium for more than three (3) months shall not be entitled to vote on any Board of Director matter until all delinquent payments, together with accrued interest, have been paid.

Section 7. Items Requiring Supermajority Vote for Approval.

(a) A Supermajority Vote of the Board of Directors shall be required in order to approve the following items or actions:

- xi. Approve a total Assessment that either exceeds, or is less than, the prior approved total Assessment by a percentage in excess of three percent (3%);
- xii. Acquire assets, equipment, real or personal property valued at over Fifty Thousand Dollars (\$50,000);

- xiii. Admit a new Member Agency (other than admission a Member Agency created by the merger, consolidation or other process as described herein);
- xiv. Reinstate a Member Agencies that has been terminated as a Member Agency to the Member Agency Interlocal Agreement);
- xv. Expand of the scope of services provided by the Consortium;
- xvi. Adopt or amendment of any Bylaws or the Articles of Incorporation;
- xvii. Merge, consolidate, or sell all or substantially all assets of the Consortium;
- xviii. Terminate or dissolve the Consortium;
- xix. Terminate the service contract with the Medical Program Director;
- xx. Remove any Director or Officer of the Board of Directors; and
- xxi. Any other action requiring a supermajority vote under chapter 24.06 RCW.

(b) A “Supermajority Vote” means Board of Director approval of an item accomplished by securing affirmative votes of both: (1) not less than two- thirds of all Directors of the Board of Director in number and (2) if more than one Director opposes an item, not less than sixty percent (60%) of the Weighted Vote of all Directors. A “Weighted Vote” means a vote in which each Director’s vote is counted according to its respective Member Agency’s Assessment Share due and payable for the then current budget period in proportion to the total Assessment Shares payable for the then current budget period by all Member Agencies of Directors holding Positions 1 - 6. A Weighted Vote may not be split.

Section 8. Meetings.

(a) Regular meetings shall be held pursuant to a schedule adopted by the Board of Directors. Special meetings may be called by the President or a majority of Directors upon giving all other Director 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 Director at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Directors 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 Board of Director 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 Directors. Directors may participate in a meeting through the use of any means of communication by which all Directors and members of the public participating in such meeting can hear each other during the meeting. Any Directors 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.

(b) All meetings of the Consortium shall be deemed “public meetings” and shall be held in compliance with applicable laws, including but not limited to the Open Public Meetings Act, Chapter 42.30 of the Revised Code of Washington.

Section 9. Vacancies.

In case of any vacancy in the Board of Directors in Position 1 - 6, unless otherwise designated by the Member Agency represented by the Director causing the vacancy, the Alternate for that Position shall be the successor for the unexpired portion of the term of the

Director whose place shall be vacant and until his or her successor shall have been duly elected and qualified by the Member Agencies represented by such Position.

In case of any vacancy in the Board of Directors in Position 7, Director and Alternate shall be selected, in the same manner as selecting the Director for that position, to be the successor for the unexpired portion of the term of the Director whose place shall be vacant and until his or her successor shall have been duly elected and qualified by the Member Agencies represented by such Position.

Section 10. Resignation.

Any Director may resign at any time by delivering written notice to the Board of Directors, its chairperson, the president or the secretary of the Consortium. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

Section 11. Removal of Directors.

At a meeting of the Board of Directors called expressly for that purpose, any Director may be removed, with cause, by a vote of the Supermajority of the Board of Directors then present. Such an action shall not be taken unless the Director is notified by mail after two (2) consecutive unexcused absences that the position may be removed if the Director is absent without being excused from the next regularly scheduled meeting. "With cause" shall include any violation of Article 3, Section 13 of the Bylaws or absence from three (3) consecutive regularly scheduled meetings unless by permission of the Board.

Section 12. Presumption of Assent.

A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

- (a) The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding it or transacting business at the meeting;
- (b) The Director's dissent or abstention from the action is taken is entered in the minutes of the meeting; or
- (c) The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Consortium within a reasonable time after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 13. Code of Ethics and Conflicts of Interest.

- (a) Except as otherwise provided herein, all Directors shall be considered "municipal officers" and subject to the Code of Ethics for Municipal Officers set forth in Chapter 42.23 of the Revised Code of Washington.
- (b) If the Board of Directors transacts business or takes any action to transact business with any fire district or department from which a Director is appointed, the Director

affiliated with the fire district or department shall: (1) not participate in any Board of Directors discussions regarding the transaction of business with the fire district or department, and (2) recuse themselves from voting on any matter concerning the fire district or department.

ARTICLE 4

Special Measures for Corporate Action

Section 1. Meetings by Telephone Conference.

Directors may participate in their respective meetings by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting (including the Director participating by phone) can hear each other at the same time and the members of the public then in attendance can hear all the Directors (including the Director participating by phone). Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2. Limitations.

The Board of Directors may adopt limitations on meetings by conference telephone call or similar communication. The Board of Directors may limit how many Directors may, at the same time, participate in a meeting by conference telephone call or similar communication, and may also limit how often a single Director may participate in a meeting by conference telephone call or similar communication.

ARTICLE 5

Officers

Section 1. Officers Designated.

(a) The officers of the Consortium shall be a President and a Vice President, who shall be elected by the Board of Directors and be Directors, and a secretary and a treasurer, each of whom shall be staff members of the Consortium appointed by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election, Qualification and Term of Office.

Each of the officers shall be elected or appointed by the Board of Directors. The officers shall serve for terms of one (1) year at each annual meeting of the Board of Directors. Except as hereinafter provided, each of said officers shall hold office from the date of his or her election until the next annual meeting of the Board of Directors and until his or her successor shall have been duly elected and qualified.

Section 3. Powers and Duties.

(a) **President.** The president shall preside at meetings of the Board of Directors. The President shall be an ex-officio member of all committees and shall vote only when the vote of the committee is evenly divided.

(b) **Vice President.** In the absence of the president or his or her inability to act, the vice president shall act in his or her place and stead and shall have all the powers and authority of the president, except as limited by resolution of the Board of Directors.

(c) **Secretary.** The Secretary shall: (1) keep the minutes of the Board of Directors' meetings in one (1) or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (3) be custodian of the corporate records and of the seal of the Consortium and affix the seal of the Consortium to all documents as may be required, if the Consortium has a corporate seal; (4) keep a register of the post office address of each Director, which shall be furnished to the secretary by such Director; and (5) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

(d) **Treasurer.** Subject to the direction and control of the Board of Directors, the Treasurer shall have the custody, control, and disposition of the funds and securities of the Consortium and shall account for the same; and, at the expiration of his or her term of office, he or she shall turn over to his or her successor all property of the Consortium in his or her possession.

Section 4. Resignation, Removals, and Vacancies.

(a) Any officer of this Consortium may resign at any time by giving written notice to the Board of Directors, or to any officer of this Consortium. Any such resignation shall take effect at the time specified therein, or, if the time is not specified therein, then upon its delivery. The Consortium need not accept a resignation for the resignation to be effective.

(b) The Board of Directors, by vote of not less than a majority of the entire Board of Directors, may remove from office any officer or agent elected or appointed by it. The removal shall be without prejudice to the rights as a Director, if any, of the person so removed.

(c) The Board of Directors shall fill any officer position which becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly elected and qualified.

Section 5. No Remuneration.

No monies shall be paid by the Consortium to the Officers.

ARTICLE 6

Executive Director

Section 1. Appointment.

The Board of Directors shall appoint an executive director (the "Executive Director") to conduct those duties on behalf of the Board of Directors and the Consortium as provided herein.

Section 2. Delegation of Powers and Duties.

The Board of Directors shall delegate to the Executive Director such administrative powers and duties of the Board of Directors as it may deem proper for the efficient and proper management of the Consortium. Any such delegation shall be authorized by appropriate resolution of the Board of Directors, which resolution must also establish guidelines and procedures for the Executive Director to follow.

Section 3. Powers and Duties.

The Executive Director's delegation of powers and duties shall include, but not be limited to, the following:

- (a) Oversee the day-to-day operations of the Consortium;
- (b) Handle the day-to-day finances of the Consortium;
- (c) **Execute contracts on behalf of the Consortium;**
- (d) Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (e) Prepare agendas for Board of Directors meetings;
- (f) Hire, fire, and manage employees and personnel of the Consortium;
- (g) Handle routine correspondence;
- (h) Handle correspondence of special interest to the Board of Directors by drafting replies in advance for Board of Directors approval, seeking instructions for reply when necessary, and preparing correspondence as the Board of Directors directs;
- (i) Maintain a calendar of the Board of Directors' unfinished business;
- (j) Be custodian of the Consortium records and of the seal of the Consortium and affix the seal to all documents as may be required, if the Consortium has a seal; and
- (k) Perform all other duties as may be prescribed to the Executive Director herein or by resolution of the Board of Directors.

Section 4. Qualification and Removal.

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 Board of Directors.

ARTICLE 7 Technical Advisory Committee

Section 1. Composition.

A Technical Advisory Committee ("TAC") is hereby created to serve in an advisory capacity to the Executive Director and Board of Directors. The TAC shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum and voting requirements as applied to the Board of Directors. The TAC shall be composed of the following:

- i. Twelve (12) voting representative from each Member Agency that have senior managerial / operational responsibility for the EMS programs and services of that Member Agency, which shall be comprised of two (2) representatives from each group of Member Agency(s) represented by a Board of Directors (Positions 1 through 6); and
- ii. One (1) nonvoting representative from private EMS providers (e.g. AMR), which shall have senior managerial / operational responsibility for the EMS programs and services.

TAC Members shall be nominated by the Director representing the nominees' Member Agency(s) and must be confirmed by a simple majority of the Board of Directors. The TAC shall meet as often as it deems necessary. TAC Members shall be subject to removal by a simple majority vote of the Board of Directors.

Section 2. Chair and Vice Chair.

The Board of Directors shall appoint a Chair of the TAC for a term of one (1) year and, if a Chair have been elected, they shall, when present, preside at all meetings of the TAC and shall have such other powers as the Board of Directors may prescribe. The Board of Directors may, in its discretion, appoint a Vice Chair of the TAC for a term one (1) year and, if a Vice Chair have been elected, they shall, when present, preside at all meetings of the TAC in the absence of the Chair and shall have such other powers as the Board of Directors may prescribe.

Section 3. TAC Purpose.

The TAC shall, in consultation with the Snohomish County Medical Program Director, (a) serve as advisors and make recommendations to the Board of Directors and to Emergency Medical Services (EMS) providers in Snohomish County regarding operational, educational, and logistical components of basic through advanced life support services; (b) monitor the EMS provided throughout Snohomish County and make recommendations to the Board of Directors designated to improve the efficiency and effectiveness of those services; and (c) coordinate ongoing training standards and services. Any recommendations will include a fiscal analysis and funding recommendations. The TAC may, in its discretion and with consent of the Board of Directors President, make presentations to the Board of Directors at meetings. The Executive Director shall regularly report to the Board of Directors on the information and advice offered by the TAC. The Executive Director or their delegate shall prepare summary minutes of each meeting of the TAC, ensuring protection of sensitive operational information of the Consortium and its Member Agencies as well as the privacy of persons served by the Consortium and TAC members. The Board of Directors shall consider input from the TAC in its deliberations. The TAC may not make any recommendations as that may have a significant financial impact to Member Agencies or to the Consortium without approval of the Board of Director.

Section 4. TAC Quorum.

"Quorum" of the TAC for purposes of doing business on any issue means at least fifty-one percent (51%) of the TAC members in number plus one (1) additional TAC members,

excluding any TAC members which has given notice of withdrawal or has which been terminated by vote of the Board of Director.

Section 5. No Remuneration.

No monies shall be paid by the Consortium to the TAC members.

**ARTICLE 8
OTHER COMMITTEES / SUBCOMMITTEES**

Section 1. Composition.

There shall be other committees and subcommittees as may be from time to time established by the Board of Directors. The other committees and subcommittees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum and voting requirements as applied to the Board of Directors.

Section 2. Purpose.

Unless otherwise specified by action of the Board of Directors, all committees shall serve only to advise and assist the Board of Directors or the TAC in carrying out the proposes of this corporation.

**ARTICLE 9
Budget, Operations Report, and Public Funds**

Section 1. Budget.

(a) The Executive Director shall prepare and submit to the Board of Directors an annual operational budget and report for approval. Upon approval of the Board of Directors, the annual operational budget and report shall be submitted to the Member Agencies.

(b) The Executive Director shall prepare and submit to the Board of Directors for approval a quarterly financial report detailing the Consortium's activity and expenditures of funds for the previous quarter or at such intervals as the Board of Directors may otherwise direct. Upon approval of the Board of Directors, the quarterly financial report shall be submitted to the Member Agencies.

Section 2. Deposits.

The monies of the Consortium shall be deposited in the name of the Consortium in such bank or banks as the Board of Directors shall designate and shall be drawn from such accounts only by check, warrants, or other order for payment of money approved by the Board of Directors.

Section 3. Public Funds.

All funds of the Consortium shall be deemed public funds without regard to their source and shall be accounted for and expended in conformity with the laws of the State of Washington relating to public funds.

ARTICLE 10
Notices

Except as may otherwise be required by law, any notice to any Director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his or her last known address in the records of the Consortium, postage prepaid.

ARTICLE 11
Indemnification

Directors, officers, and the Executive Director shall have no liability to the Consortium for conduct as a Director, officer, or Executive Director except for: (1) acts or omissions that involve intentional misconduct by the Director, officer, or Executive Director, (2) a knowing violation of the law by the Director, officer, or Executive Director, or (3) any transaction from which the Director, officer, or Executive Director will personally receive a benefit in money, property or services to which the Director, officer, or Executive Director is not legally entitled.

ARTICLE 12
Books and Records

Section 1. Books and Records.

The Consortium shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Board of Directors and all resolutions of the Consortium; and shall keep at its registered office or principal place of business a record of its Directors, giving the names and addresses of all Directors.

Section 2. Policy Manuals.

The Executive Director shall compile the policies and procedures adopted by the Board of Directors into a Policy and Procedure Manual. The Executive Director shall be responsible for updating the Manual as directed by the Board of Directors. The Manual shall be kept at the registered office or principal place of business of the Consortium and shall be maintained by all Directors, officers, the Consortium's attorney, and any other person designated by the Board of Directors.

Section 3. Public Records.

All records of the Consortium shall be deemed "public records." The Executive Director shall keep all books and records of the Consortium in compliance with applicable laws, including but not limited to the Public Records Act, Chapter 42.56 of the Revised Code of Washington.

ARTICLE 13
Consortium Seal

The Board of Directors may provide for a corporate seal, which shall have inscribed thereon the name of the Consortium, the year and state of incorporation and the words "corporate seal."

ARTICLE 14
Amendment of Bylaws

These Bylaws may be amended, altered, or repealed by a Supermajority Vote at any regular or special meeting by Supermajority Vote of the Board of Directors.

ARTICLE 15
Fiscal Year

The fiscal year of this Consortium shall be set by resolution of the Board of Directors.

ARTICLE 16
Rules of Order

The rules contained in the most recent edition of Robert's Rules of Order, Newly Revised, shall govern all meetings of Directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or special rules of order of the Consortium.

The undersigned president of the Consortium does hereby certify that the above and foregoing Bylaws of said Consortium were adopted by the Directors as the Bylaws of Consortium and that the same do now constitute the Bylaws of this Consortium.

DATED this _____ day of _____, 2025.

Attest:

_____, President

EXHIBIT C**Budget**

	Description	2024 (SCEMS)	2025 (Proposed)
Income	Application of Reserves	\$0	\$0
	Non-Member Assessments	\$250	\$15,500
	Grants	\$0	\$0
	Interest	\$500	\$0
	EMS Assessments	\$497,111	\$943,708
	Total Income	\$497,861	\$959,208
Expense	Medical Program Director Contract	\$120,000	\$126,000
	Executive Director Salary/Contract	\$144,000	\$170,000
	Part-Time (.1) Office Coordinator	\$7,589	\$9,800
	Education Coordinator	\$51,857	\$98,000
	Part-Time QA/Data/ESO Coordinator	\$39,209	\$49,000
	Part-Time Certification Coordinator	\$51,857	\$49,000
	Employee Benefits	\$0	\$99,360
	Contingency/Reserve	\$30,000	\$50,000
	Contractor Technology Stipends	\$5,000	Overhead
	Operational Expenses	\$100	Overhead
	Dues and Subscriptions	\$3,000	\$3,000
	Equipment	\$250	Overhead
	Website	\$1,000	Overhead
	Insurance	\$3,000	\$5,000
	Office Supplies	\$1,000	Overhead
	Professional Fees	\$20,000	\$10,000
	IT Support	\$6,000	Overhead
	Training/Conferences	\$3,500	\$10,000
	Telephone	\$2,500	Overhead
	Travel & Subsistence	\$2,000	\$10,000
	Rent	\$6,000	Overhead
	Startup Costs		\$50,000
	State Auditor		\$7,500
	Technology Solutions		\$100,000
	SNO911 SLA Overhead		\$150,000
	Total Expense	\$497,861	\$996,660
	Year 1 Startup Phased Approach Credit		-\$21,952
	Operational Reserve Contribution		\$0
	Total from Member & Private Assessments		\$959,208
	Operational Reserve Starting Balance		\$100,000

EXHIBIT D**Funding Plan****Assessment Rate – \$0.00461258 per \$1,000**

Member Agency	2025 Assessment Share	2023 Assessed Value (Collected in 2024)	Percentage of Total Assessment (2025)
Everett Fire Department	\$124,115.19	\$26,907,976,118	13.15%
Snohomish County Fire District No. 4	\$36,189.97	\$7,845,927,663	3.83%
Snohomish County Fire District No. 5	\$9,604.80	\$2,082,306,333	1.02%
Snohomish Regional Fire & Rescue	\$192,545.32	\$41,743,518,558	20.40%
Snohomish County Fire District No. 15 (Tulalip Bay Fire Department)*	\$16,351.50	\$3,544,978,477	1.73%
Snohomish County Fire District No. 16 (Lake Roesiger Fire Department)	\$4,053.02	\$878,688,292	0.43%
Snohomish County Fire District No. 17 (Granite Falls Fire)	\$14,009.24	\$3,037,181,752	1.48%
Snohomish County Fire District No. 19	\$4,102.30	\$889,371,314	0.43%
Snohomish County Fire District No. 21	\$9,322.52	\$2,021,108,550	0.99%
Snohomish County Fire District No. 22	\$6,511.73	\$1,411,733,734	0.69%
Snohomish County Fire District No. 24 (Darrington Fire District)	\$2,755.70	\$597,430,720	0.29%
Snohomish County Fire District No. 25 (Oso Fire Department)	\$1,011.75	\$219,345,574	0.11%
Snohomish County Fire District No. 26 (Sky Valley Fire)	\$4,838.72	\$1,049,027,070	0.51%
Snohomish County Fire District No. 27	\$643.51	\$139,512,124	0.07%
Marysville Fire Department	\$79,316.46	\$17,195,681,450	8.40%
Mukilteo Fire Department	\$34,179.24	\$7,410,005,099	3.62%
North County Regional Fire Authority	\$49,269.04	\$10,681,449,341	5.22%
South Snohomish County Fire & Rescue Regional Fire Authority**	\$347,427.53	\$75,321,736,105	36.82%
Paine Field Airport Fire Department*	\$7,460.66	\$1,617,459,803	0.79%
ASSESSMENT TOTAL	\$943,708.21		

* In accordance with Section 6.1.2 of the Agreement, because Tulalip Bay Fire Department and Paine Field Airport Fire Department have at least 25% of its jurisdiction (by acreage) is not regularly assessed, their assessed value for the propose of this Agreement is calculated based on their number of credentialed employees and of fire and EMS calls.

** In accordance with Section 6.1.1 of the Member Agency Interlocal Agreement, the City of Edmonds' assessed value is included in the assessed value for South Snohomish County Fire & Rescue Regional Fire Authority.

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

1. DEFINITIONS

(a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) “*Security Incident*” shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(c) All other capitalized terms used in this BAA shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

2. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BAA and a term in HIPAA (as these terms may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties), the interpretation of HHS, such court or regulatory agency shall prevail.

(b) Where provisions of this BAA are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BAA shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BAA, this BAA does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) **Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate shall enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BAA in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they shall incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to Protected Health Information.

(b) **Privacy of Protected Health Information (“PHI”).**

(i) **Permitted Uses and Disclosures of PHI.** Business Associate agrees to create, receive, use, disclose, maintain, or transmit PHI only in a manner that is consistent with this BAA or the HIPAA Requirements and only in connection with

providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, shall be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Reporting Obligations.** Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BAA, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by this Business Associate Agreement.

(iii) **Minimum Necessary Standard and Creation of Limited Data Set.** Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this BAA, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) **Access.** In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate shall make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) **Disclosure Accounting.** Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) **Amendment.** Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) **Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.** If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, shall evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) **Return or Destruction of PHI.** Upon the termination or expiration of the Agreement or this BAA, Business Associate agrees to return the PHI to Covered

Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BAA and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) **Availability of Books and Records.** Business Associate shall make available to HHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this BAA.

(x) **Termination for Breach.**

a. Business Associate agrees that Covered Entity shall have the right to terminate this BAA or seek other remedies if Business Associate violates a material term of this Agreement.

b. Covered Entity agrees that Business Associate shall have the right to terminate this BAA or seek other remedies if Covered Entity violates a material term of this BAA.

(c) **Security Incident and Breach Reporting.**

(i) Business Associate shall Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this BAA, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in this Agreement.

(ii) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in this Agreement.

(iii) Business Associate shall take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI.

(iv) Business Associate shall Permit termination of this BAA if the Covered Entity determines that Business Associate has violated a material term of this BAA with respect to Business Associate's security obligations and Business Associate is unable to cure the violation.

(v) Upon Covered Entity's request, Business Associate shall provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(vi) **Notice Timeline.** Business Associate shall notify Covered Entity as soon as practicable, but in no event later than five (5) business days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this BAA, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(vii) **Notice of Breach.** Business Associate shall notify Covered Entity following discovery and without unreasonable delay but in no event later than five (5) business days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

a. As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

b. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(viii) **Reporting Obligations – Details.**

a. For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than thirty (30) calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that shall:

- i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
- ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- iii. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

- iv. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or shall take to prevent further non-permitted accesses, uses, or disclosures;
- v. Identify what Business Associate (or Business Associate Subcontractor) did or shall do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- vi. Provide such other information, including a written report, as the Covered Entity may reasonably request.

b. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in this BAA; (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) shall implement to address the security inadequacies.

4. TERMINATION

(a) Covered Entity and Business Associate each shall have the right to terminate this BAA if the other party has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BAA and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(b) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this BAA by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

(a) Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this BAA shall be continuous and survive termination, cancellation, expiration, or other conclusion of this BAA or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this BAA, are those set forth in this BAA and/or the Agreement.

EXHIBIT F**Member Agency Contact Information**

Everett Fire Department	2801 Oakes Ave Everett WA 98201
Snohomish County Fire District No. 4	1525 Avenue D, Snohomish WA 98290
Snohomish County Fire District No. 5	32905 Cascade View Drive Sultan, WA 98294
Snohomish Regional Fire & Rescue	163 Village Court Monroe, WA 98272
Snohomish County Fire District No. 15 (Tulalip Bay Fire Department)	7812 Waterworks Road Tulalip, WA 98271
Snohomish County Fire District No. 16 (Lake Roesiger Fire Department)	1205 S Lake Roesiger Road Snohomish, WA 98290
Snohomish County Fire District No. 17 (Granite Falls Fire)	PO Box 1049 Granite Falls, WA 98252
Snohomish County Fire District No. 19	2720 212th St NW Stanwood, WA 98292
Snohomish County Fire District No. 21	12131 228th St NE, Arlington, WA 98223
Snohomish County Fire District No. 22	8424 99th Ave NE Arlington, WA 98223
Snohomish County Fire District No. 24 (Darrington Fire District)	1115 Seeman Street P.O. Box 1238 Darrington, WA 98241
Snohomish County Fire District No. 25 (Oso Fire Department)	21824 SR 530 N.E. Arlington WA 98223
Snohomish County Fire District No. 26 (Sky Valley Fire)	501 Lewis Ave Gold Bar WA 98251

Snohomish County Fire District No. 27	P.O. Box 1846 Everett, WA 98206
Marysville Fire Department	1635 Grove Street Marysville, WA 98270
Mukilteo Fire Department	10400 47th Place W Mukilteo, WA 98275
North County Regional Fire Authority	8117 267th Street NW Stanwood, WA 98292
South Snohomish County Fire & Rescue Regional Fire Authority	12425 Meridian Avenue South Everett, WA 98208
Paine Field Airport Fire Department	10630 36th Place West Everett, WA 98204



into FOCUS

2023 ANNUAL REPORT



a **MESSAGE** to the membership



Ann Bennett

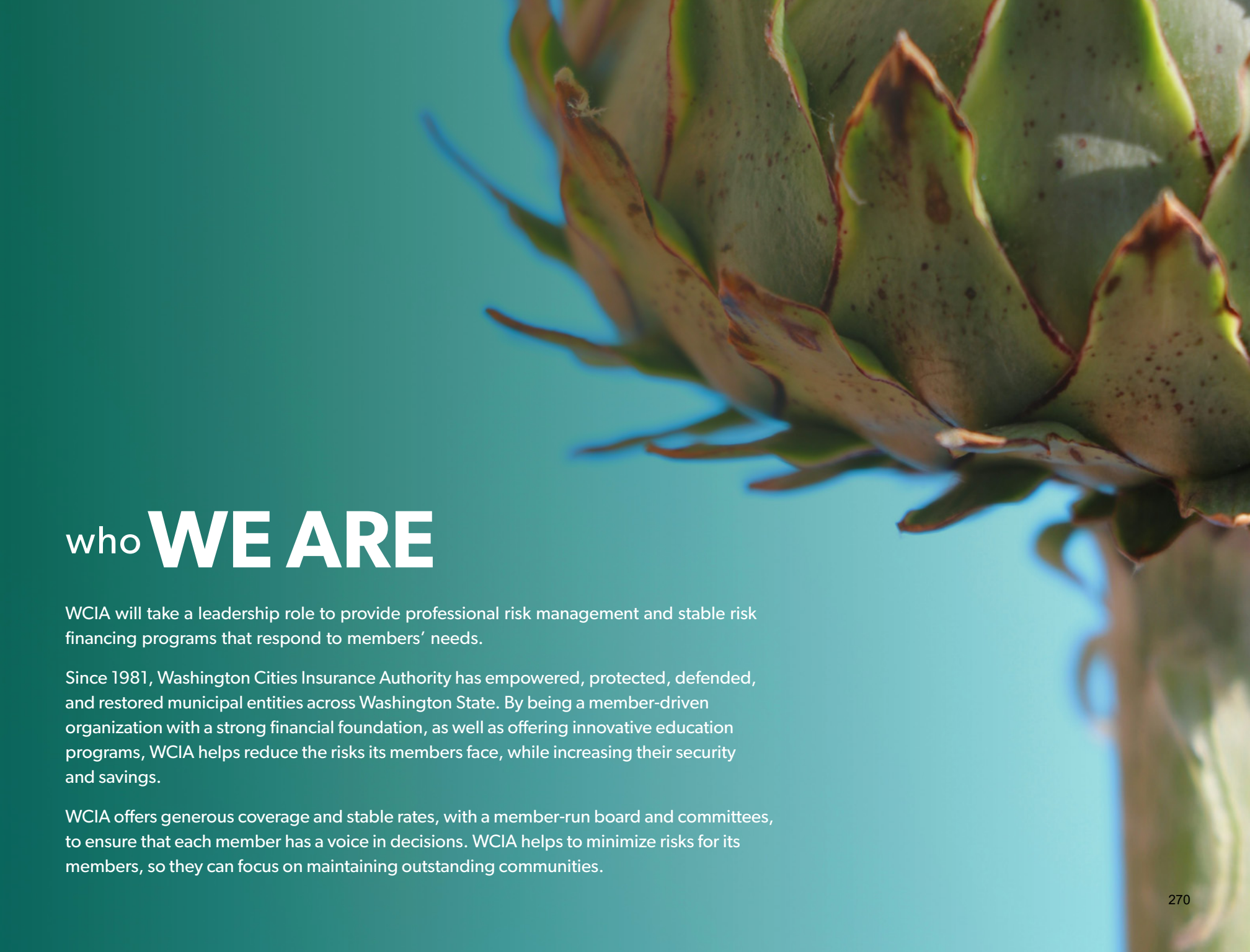
The protection of public entities is the cornerstone of our mission. This past year, WCIA focused on improving our financial strength, identifying and addressing emerging risks, and managing claims with increasing complexity.

This year brought into sharp focus all areas of WCIA's operations. The need to implement oversight and new strategies to achieve better investment returns led to the hiring of an outside investment consulting firm. Staff worked to assist members in creating a culture of risk management within the membership by addressing emerging risks through Risk Bulletins, Risk Audits, and offering over 275 legal consultations through our Pre-Defense and Risk Consultation programs. Over 14,000 participants received risk management training through webinars and on-demand options with 27 obtaining a WCIA Risk Management Credential. With expanding liability, increased costs due to inflation, and ever rising jury awards, over \$56 million was paid to resolve and defend member claims while \$1.3 million was collected from parties who damaged member property. These accomplishments are a testament to our team's commitment to serving the public interest and protecting taxpayer dollars.

Looking ahead, we will work to prioritize leveraging data analytics, utilizing new technologies, and building even stronger partnerships with our members to reduce risk. By maintaining a clear focus on the evolving needs of our public entities, we are confident in our ability to provide comprehensive protection and peace of mind.

We are grateful for the trust and partnership of our members, and we remain dedicated to serving as a reliable and steadfast protector of public assets.

Ann Bennett
Executive Director



who **WE ARE**

WCIA will take a leadership role to provide professional risk management and stable risk financing programs that respond to members' needs.

Since 1981, Washington Cities Insurance Authority has empowered, protected, defended, and restored municipal entities across Washington State. By being a member-driven organization with a strong financial foundation, as well as offering innovative education programs, WCIA helps reduce the risks its members face, while increasing their security and savings.

WCIA offers generous coverage and stable rates, with a member-run board and committees, to ensure that each member has a voice in decisions. WCIA helps to minimize risks for its members, so they can focus on maintaining outstanding communities.



our MEMBERS

Aberdeen • Anacortes • Arlington • Auburn • Bainbridge Island • Battle Ground • Benton City • Bonney Lake • Bothell • Bremerton • Brewster • Brier • Burien • Burlington
Camas • Cashmere • Centralia • Chehalis • Chelan • Cheney • Clark Regional Emergency Services Agency • Clarkston • Cle Elum • Clyde Hill • College Place • Coupeville
Covington • Cowlitz 911 • Cowlitz-Wahkiakum Council of Governments • Des Moines • Des Moines Pool Metro Park District • Duvall • Eastside Public Safety Communications
Agency • eCity Gov Alliance • Edgewood • Edmonds • Ellensburg • Elma • Enumclaw • Everson • Federal Way • Ferndale • Fife • George • Goldendale • Grandview • Granite
Falls • Grays Harbor Communications Center 911 • Hoquiam • Issaquah • Jefferson County 911 • Kelso • Kenmore • Kennewick • Kirkland • Kitsap 911 • La Conner • Lacey
Lake Forest Park • Lake Stevens • Lake Stevens Sewer District • Lakewood • Leavenworth • Liberty Lake • Long Beach • Longview • LOTT Clean Water Alliance • Lynden
Lynnwood • Mabton • Maple Valley • Marysville Fire District • Mason County Emergency Communications • Mattawa • McCleary • Medical Lake • Medina • Mercer Island
Metropolitan Park District of Tacoma • Mill Creek • Millwood • Milton • Monroe • Monroe Transportation Benefit District • Moses Lake • Mount Vernon • Mountlake Terrace
Mukilteo • Multi Agency Communications Center • Newcastle • NORCOM • Normandy Park • Normandy Park Metropolitan Park District • North Bonneville • Northshore Park
and Recreation Service Area • Northshore Utility District • Oak Harbor • Ocean Shores • Olympia • Olympia Metropolitan Park District • Olympic View Water and
Sewer District • Orting • Othello • Pasco • Port Angeles • Port Townsend • Poulsbo • Pullman • Pullman Metropolitan Park District • Pullman-Moscow Regional Airport Board
Puyallup • Regional Crisis Response Agency • Richland • Ridgefield • Royal City • Sammamish • Seattle Southside Regional Tourism Authority • Selah • Sequim • Shelton
Shelton Metropolitan Park District • Shoreline • Silver Lake Water & Sewer District • Skagit 911 • Skagit Council of Governments • Snohomish • Snohomish County 911
Snohomish Regional Fire and Rescue • Snoqualmie • Soap Lake • South Correctional Entity • South Sound 911 • Spokane Regional Emergency Communications
Spokane Valley • Stanwood • Steilacoom • Stevenson • Sumas • Sumner • Sunnyside • Three Rivers Regional Wastewater Authority • Thurston 911 Communications • Thurston
Public Utility District • Thurston Regional Planning Council • Toppenish • Tukwila • Tukwila Pool Metropolitan Park District • Tumwater • Tumwater Metropolitan Park District
Union Gap • University Place • Valley Communications Center • Valley Regional Fire Authority • Walla Walla • Walla Walla Metropolitan Planning Organization • Warden
Washington Multi-City Business License & Tax Portal Agency • Washougal • Water Operating Board • Wenatchee • West Richland • Westport • WHITCOM 911 • William Shore
Memorial Pool District • Woodinville • Woodway • Yakima Valley Conference of Governments • Yarrow Point • Zillah



2023

by the numbers

CLAIMS

litigation

\$56,687,773

Claim and lawsuit payments

\$1,347,143

Recovered by WCIA from parties responsible for losses caused to member owned property

1,835

Number of new claims and lawsuits



TRAINING

153

Trainings offered

\$494,472

Paid to members for educational and accreditation reimbursements

14,208

Participants in trainings

613

Eligible requests for educational and accreditation reimbursements

27

Member employees who received a WCIA Risk Management Credential



insurance PROGRAMS

169

Number of members



risk MANAGEMENT

\$175,000

Risk Reduction Grants paid to members

278

Pre-defense Reviews and Risk Management Legal Consultations provided

87

Traditional Risk Management Audits of member exposures in Special Events, Fleet, and Police Liability

60

Targeted Risk Management Reviews of member programs, policies and procedures



WCIA sub-committees

A delegate from each member is represented on the WCIA Board of Directors. The Board of Directors elects the President, Vice President and members of the Executive Committee. The Executive Committee sets the general operational direction for the organization.

Annually, WCIA asks for volunteers from the Board of Directors to participate on seven sub-committees. Each committee includes a liaison from the Executive Committee. The sub-committees are designed to improve operation in various areas of pool business. By encouraging member involvement with operating decisions and financial strategies, WCIA is evolving through its members. The sub-committees are as follows:

Audit Committee: Performs an in-house financial audit oversight function by annually reviewing elements of the Comprehensive Risk Financing Plan, State Accountability Audit, Assessment formula purpose and effect, investment strategy and effect, and annual financial report accuracy.

Budget Committee: Reviews revenue and expenditure budget elements, actuarial confidence level, loss projections and funding, assessment

formula elements and member assessment recommendations; recommends administrative and operations budgets to Executive Committee.

Investment Committee: Develops policy and annually reviews investment goals, strategies, portfolio development and apportionment by vendor; reviews third party investment firm's performance and transactions; recommends vendor contract renewal and policy changes to Executive Committee.

Legislative Committee: Reviews, identifies, and monitors legislative matters that could impact liability exposures for the membership; and makes recommendations for advocacy and strategy to address legislators.

Long-Range Planning Committee: Employs visioning and strategic planning in areas of membership types and growth, COMPACT

multi-year direction, creation of membership procedures such as the Member Action Plan (MAP) and other strategic plans; makes recommendations to Executive Committee.

Risk Management Committee: Reviews and explores risk management issues pertinent to the membership; creates and monitors user-friendly generic risk guidelines for specific and evolving municipal activities; and makes recommendations for training programs related to risk management.

Risk Reduction Grant Committee: Reviews and awards risk management grants to members in amounts not to exceed the total amount budgeted for this purpose in the annual approved operating budget of WCIA and consistent with the written guidelines for risk management grant applications and awards approved by the Executive Committee.

statement of **NET POSITION**

As of December 31, 2023 and 2022

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

	2023*	2022
Current Assets		
Cash And Cash Equivalents	\$40,243,802	\$2,996,584
Accrued Interest	753,729	606,081
Investments	141,803,859	135,907,300
Accounts Receivable	26,722	22,834
Leases Receivable	139,664	150,921
Prepaid Expenses	87,167	17,674,903
TOTAL CURRENT ASSETS	\$183,054,943	\$157,358,623
Noncurrent Assets		
Investment In Gem	\$2,964,655	\$2,810,619
Leases Receivable	647,672	477,116
Net Pension Asset	816,786	785,483
Subscription Asset - Software	474,071	732,647
Capital Assets	7,144,580	7,144,580
Accumulated Depreciation	(3,161,584)	(3,007,793)
TOTAL NONCURRENT ASSETS	\$8,886,180	\$8,942,652
TOTAL ASSETS	\$191,941,123	\$166,301,275
Deferred Outflows Of Resources - Pension	\$689,587	\$772,226
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$192,630,710	\$167,073,501

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION

Current Liabilities		
Accounts Payable & Accrued Expenses	\$101,742	\$89,982
Payroll Liabilities	54,672	41,187
Compensated Absences	195,662	186,293
Deposits Payable	173,890	173,890
Subscription Liability - Software	258,075	517,670

2023* 2022

Property & Vehicle Claims Reserve	2,468,043	8,118,961
Claim Reserves		
IBNR	13,289,172	7,427,583
Open Claims (Case Reserves)	28,602,575	33,140,661
Unallocated Loss Adjustment Expenses	924,000	945,000
TOTAL CURRENT LIABILITIES	\$46,067,831	\$50,641,227
Noncurrent Liabilities		
Compensated Absences	\$106,027	\$69,961
Net Pension Liability	352,248	453,434
Subscription Liability - Software	-	258,075
Claim Reserves		
IBNR	34,172,157	20,081,983
Open Claims (Case Reserves)	73,549,478	89,602,527
Unallocated Loss Adjustment Expenses	2,376,000	2,555,000
TOTAL NONCURRENT LIABILITIES	\$110,555,910	\$113,020,980
TOTAL LIABILITIES	\$156,623,741	\$163,662,207
Deferred Inflows Of Resources - Pension	\$438,647	\$805,056
Deferred Inflows Of Resources - Leases	703,972	592,840
TOTAL DEFERRED INFLOWS OF RESOURCES	\$1,142,619	\$1,397,896
NET POSITION		
Investment In Capital Assets	\$3,982,996	\$4,136,787
Unrestricted	30,881,354	(2,123,389)
TOTAL NET POSITION	\$34,864,350	\$2,013,398
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	\$192,630,710	\$167,073,501

*Unaudited - Subject To Change
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statement of REVENUES, EXPENSES & CHANGES IN FUND NET POSITION

As of December 31, 2023 and 2022

OPERATING REVENUES

	2023*	2022
Member Assessments - Liability	\$66,603,196	\$45,920,050
Member Assessments - Property	29,502,191	21,680,917
Member Assessments - Fidelity	128,075	128,521
Building Revenue (Loss)	151,251	129,304
Seminar Revenues	9,990	6,085
Total Operating Revenues	\$96,394,703	\$67,864,877

Operating Expenses

Loss & Loss Adjustment Expenses	\$38,313,631	\$60,842,935
Insurance - Members	27,780,537	26,501,779
Salaries and Wages	3,051,290	2,687,197
Personnel Benefits	586,396	588,135
Professional Services		
Claims Adjusting	306,456	327,861
Pre-Defense Review	699,994	593,197
Consultants	232,051	97,647
Legal	37,860	51,347
Actuarial	54,600	117,000
Audit	29,271	16,440
Financial Services	38,931	33,050
Risk Management Audit	7,325	2,930
Transportation	94,434	59,039
Printing	1,013	4,103

	2023*	2022
Communications	21,978	27,384
Supplies	33,501	42,021
Dues and Conferences	46,818	40,196
Retreat/Board Meetings	19,791	20,918
Depreciation	153,791	177,871
Miscellaneous	9,273	13,342
Risk Reduction Grant	171,596	167,573
Building Expenses	245,481	260,536
Software License Fees	304,408	131,339
Seminars and Training	917,552	854,147

Total Operating Expenses

	\$73,157,978	\$93,657,987
Operating Income (Loss)	\$23,236,725	(\$25,793,110)
Non-Operating Revenue (Expense)		
Interest Income	10,789,268	6,040,907
Net Increase (Decrease) in the Fair Value of Investments	(1,300,321)	(20,379,894)
Income (Loss) from Investment in GEM	154,036	-
Interest (Expense)	(28,756)	-

Total Non-Operating Revenue

	\$9,614,227	(\$14,338,987)
Change in Net Position	\$32,850,952	(\$40,132,097)
Net Position - January 1	\$2,013,398	\$42,145,495
NET POSITION AS OF DECEMBER 31	\$34,864,350	\$2,013,398

executive **COMMITTEE** members



Brian Loos
City of Long Beach

President

Paul Ellis
City of Arlington

Vice President

Shelley Acero
City of Burlington

David Cline
City of Tukwila

Farah Derosier
LOTT Clean Water Alliance

Wade Farris
City of Chelan

Kevin Fuhr
City of Moses Lake

Paul Loveless
Town of Steilacoom

Debbie Sullivan
City of Olympia

Executive Committee, from L-R Top Row: Paul Ellis, Wade Farris, Kevin Fuhr; from L-R Bottom Row: David Cline, Debbie Sullivan, Farah Derosier, Paul Loveless, Brian Loos. Not pictured: Shelley Acero.

STAFF

Administration

Ann Bennett
Executive Director

Rob Roscoe
Deputy Director

Jared Burbidge
Finance & Administrative Services Manager

Tiffany Woods
Programs & Information Technology Coordinator

Peter Kang
IT Administrator

Michele Neumann
Administrative Services Assistant

Kellyn Popp
Accountant II

Jennifer Lawson
Office Assistant/Receptionist

Member Services

Patti Crane
Member Services Manager

Maria Orozco
Member Services Coordinator

Katie Madsen
Member Services Assistant

Risk Management

Robin Aronson
Risk Services Manager

Kim Dennis
Senior Risk Management Rep

Debbi Sellers
Senior Risk Management Rep

Tanya Crites
Senior Risk Management Rep

Carlene Brown
Senior Risk Management Rep

Drew Brien
Senior Risk Management Rep

Claims

Harlan Stientjes
Claims Manager

Tiffany Ambrose
Senior Claims Adjuster

Jessica Dedman
Senior Claims Adjuster

Sierra Wright
Claims Adjuster

Rachel Roberts
Claims Representative

Jennifer Valencia
Claims Representative

Kayla Countryman
Claims Representative

CONTRACTED SERVICE VENDORS

Baber & Mason, CPAs
Accountant

PricewaterhouseCoopers (PwC)
Actuary

Sedgwick Claims Management Services, Inc.
Claims Services

Keating, Bucklin & McCormack Inc., P.S.
General Counsel

Marsh USA, Inc.
Insurance Broker

Lisa Thatcher, Inc.
Lobbyist



Washington Cities Insurance Authority (WCIA) is a municipal organization of Washington public entities that join together for the purpose of providing liability and property financial protection to its members.

MISSION

WCIA will take a leadership role to provide professional risk management and stable risk financing programs that respond to members' needs.

CORE VALUES

Responsiveness, Integrity, Stewardship, Courage

