

**SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
October 17, 2024 at 8:30 a.m.**

 **Hybrid Meeting - In Person and Zoom**

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

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

Meeting ID: 860 00

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

- 1. Call to Order**
 - A. Roll Call**
 - B. Announcements**
 - i. **Employee Milestone Recognition** – Dispatcher Bryan Blackman
 - 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 September 19, 2024 Regular Board Meeting 3
 - B.** September 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1062-1064, 2003, and 19322-19425, for a total of \$7,920,018.52
 - ii. Payroll Direct Deposit, in the amount of \$1,394,227.94
 - C.** Acceptance of Gift for Recognition Ceremony 8
Received from Supervisors' Union Rep. Dustin and Susan Frederick
- 5. Executive Session**
- 6. New Business**
 - A.** APF – New Credit Card Policy 9
 - B.** APF – New Fuel Policy 11
 - C.** APF – Phase 2 of Radio Integration Future Facility Project..... 16
 - D.** APF – Radio Policy Updates to Radio 09 and Radio 12..... 18
- 7. Reports**
 - A.** Agency Report..... 23
 - B.** New Facility Project Update..... 28
 - C.** Radio Replacement Project (RRP)
 - D.** Police TAC (no meeting)

E. Fire TAC	33
8. Committee Reports	
A. Finance Committee	36
i. Third Quarter Financial Status: Budget vs. Actual	38
B. Personnel Committee (no meeting)	
C. Future Facility Committee (no meeting)	
D. EMS Joint Task Force	
E. Public Safety Tech Committee (PSTC)	
F. County EESCS Committee (formerly County E911 Office)	
G. County ECSF Program Advisory Board	
9. Good of the Order	
10. Adjourn - The next meeting is scheduled for November 21, 2024	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

September 19, 2024

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☐ Julieta Altamirano-Crosby	Lynnwood
	☒ Dave DeMarco	Everett Fire	☐ Jonathan Ventura	Arlington Police
	☒ Ryan Lundquist	SRFR	☐ Dale Kaemingk	Brier
	☒ Michael Fearnough	South County Fire	☒ Kurt Mills	SNO911
	☒ Don Waller	Marysville Fire	☒ Terry Peterson	SNO911
	☒ Joel Johnson	Fire District 24	☒ Andie Burton	SNO911
	☐ Susanna Johnson	SCSO Sheriff	☒ Marlin Herolaga	SNO911
	☒ Ken Klein	Snohomish County	☒ Rosie Akopyan	SNO911
	☒ John DeRousse	Everett Police	☒ Wade Anderson	SNO911
	☐ Judy Tuohy	Everett	☒ Howard Tucker	SNO911
	☒ Rod Sniffen	Edmonds Police	☒ Steve Lawlor	SNO911
	☒ Jeff Beazizo	Lake Stevens Police	☒ Jordan Stephens	Legal Counsel
Alternate Board Members in Attendance	☒ Bob Eastman	South County Fire	☐ Don Schwab	Everett
	☒ Roy Waugh	SRFR	☒ Jim Lawless	Marysville Police
	☐ Paul Gagnon	Everett Fire	☒ Jenna Nand	Edmonds
	☒ Ned Vander Pol	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	Mntlk Terrace PD
	☒ Jeraud Irving	Everett Police		
Guests and Staff in Attendance	Riley McGinnis, public	Alicia Berget, public location	Sharon Brendle, SNO911	
	Tom Jordal, Mukilteo Council	Tiffani Brown, SNO911, notetaker		

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Public Comments	A. Call to Order: President Jon Nehring called the meeting to order at 8:30 a.m. Roll call was taken and a quorum was confirmed. B. Announcements: C. Public Comment: 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 Assistant Chief Jim Lawless and approved unanimously.	Agenda Approved
3. Consent Agenda	Chief Beazizo moved to approve the Consent Agenda, including: A. Minutes from the August 15, 2024 Regular Board Meeting. B. June 2024 Blanket Voucher & Payroll Approval Form: i. Checks 1061-1062, and 19207-19321, for a total of \$4,658,592.06 ii. Payroll Direct Deposit, in the amount of \$1,447,789.89. The motion was seconded by Chief Jonathan Ventura and approved unanimously.	Consent Agenda Approved
4. New Business	A. APF – Appointive Employees Policy Revisions Rosie Akopyan, SNO911 Director of Human Resources, announced the updates and revisions made to the Appointive Staff Policy. The first change is to transition the entire agency to conduct employee performance	

	evaluations and step advancements to correspond with the employees hire anniversary date instead of January 1st each year as it stands currently. Existing employees will be grandfathered into the schedule and this will not be impacting any existing employees. The second item revision is regarding reinstating opportunities to clarify a process. The third item is related to the new PSERS qualifying group of appointive employees which are operations managers. The remaining revisions were grammatical and title corrections. A redlined version of these changes was provided in the packet. Kurt added that SNO911's attorneys have reviewed these changes and recommend them. The changes have also been reviewed, discussed and supported by the Personnel Committee. Chief Beazizo moved to recommend approval of all revisions as presented, with any edits suggested at the meeting. Seconded by Chief Ventura and approved unanimously. B. APF – Personnel Administrative Policy Revisions Rosie Akopyan explained that this document encompasses the entire agency and all of our policies. A substantial review of these policies were reviewed for all regulatory changes, legal updates needed and overall language cleanup. A redlined version of these changes was included in the packet. The changes have been reviewed, discussed and supported by the Personnel Committee. Removal of the shared leave policy was also approved by the labor union and the redlined version has been shared. Chief Beazizo moved to recommend approval of all revisions as presented, with any edits suggested at the meeting. Seconded by Chief Ventura and approved unanimously. C. APF – 2024 RRP Fleet Expansion Radio Requests SNO911's Deputy Director Terry Peterson presented the new requests and Staff is recommending to move forward with the requests today for all mobile radios listed in the packet. This will exhaust the inventory approved by the board last month. There is room in next year's budget to place additional orders to replenish the radio inventory stock. Staff is also reaching out to each agency to return any additional radios that were originally provided as part of the project so that SNO911 can redistribute as needed. The Finance Committee reviewed and recommended this be brought forward to the board. A question was raised regarding the Sky Valley request pending since February and Deputy Director Peterson explained that request was out of the ordinary and needed further information to be gathered. Chief Beazizo moved to authorize staff to move forward with the radio flex expansion requests of the new radio equipment from incoming inventory, as outlined in the above summary. Seconded by Assistant Chief Rod Sniffen and approved unanimously.	Motion Approved Motion Approved Motion Approved
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	D. APF – Surplus of IT Items Director Mills began by stating that staff are beginning to clean house at the current facility preparing for moving into the new facility. A number of assets have been identified that need disposal. A list of all items, value and disposal recommendations was included in the packet. Director Mills explained the two step process for disposal: first they go to the Department of Enterprise (DOE) and if they are not accepted then staff will dispose of them in the most economical manner. Director of Finance Wade Anderson added that the list includes 177 items that are broken, obsolete or at end of life. The list was reviewed by the Finance Committee. Chief Beazizo moved to 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 in the most economical manner. Seconded by Chief Joel Johnson and approved unanimously. E. APF – Pre-Hire Authority Director Mills announced that the current Executive Assistant is scheduled to retire at the end of the year. A current Administrative Assistant has been training with her and will move into the Executive Assistant position after the retirement. This action is requesting to fill the vacancy of that Administrative Assistant and will ultimately create an overlap of positions for the last few months, which staff thinks can be absorbed into this year's budget. This was reviewed and supported at the Personnel Committee. Chief Beazizo moved to authorize pre-hire authority for the one (1) Administrative Assistant with a start date of November 1st, 2024 or later. Seconded by Assistant Chief Lawless and approved unanimously. F. Real-Time Intelligence Center (RTIC) Discussion Director Mills reported that staff, with the support of Chief Ventura, have been working to understand the Flock system. An MOU was included in the packet as information. Chief Ventura spoke about the presentation he gave recently about Real Time Policing and new technologies available to help offset some of the challenges all agencies are experiencing with hiring and retention. At present, agencies are handling this independently and across the nation centers are coming together to form Real Time Intelligence Centers (RTIC). Technology such as the automated license plate readers, Flock detection technology and advancing AI is being incorporated into policing through body cameras and active drone programs. The discussion today is to pool technology together to benefit the entire County and take into consideration the demand on dispatchers. Director Mills added that SNO911 is interested in understanding Flock project's capabilities and would be open to preliminary training for Staff. Further discussions are needed to determine what SNO911's role would be within an RTIC. A question was raised regarding subpoena access to the information the Flock cameras gather and if other government agencies have any clarification on notifications of that information. Flock data is available for 30 days and then it is unavailable even through	Motion Approved. Motion Approved.
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	Flock's system. Data exists within a secure cloud. Some concerns were addressed regarding community acceptance, legal issues, third party involvement and how it would impact assessments moving forward. Staff will continue to gather information and report back to the various Committies and the Board. Mayor Nehring needed to leave early and Chief DeMarco took over facilitating the remainder of the meeting.	
5. Reports	A. Agency Report. Director Mills addressed the technology outage (single point of failure) that occurred in the dispatch center over Labor Day weekend. An extensive report on the cause and ultimate fix of the issue was included in the packet. Marlin Herolaga added that staff has taken a number of steps to mitigate the issue from repeating itself with layers upon layers of redundancies. A concern regarding the alerts and communication aspect of the outage was brought up. SNO911 staff requests Police and Fire agencies to keep their RAVE notification lists updated and current so that in the event of a major incident the notifications are going to the correct people. It was noted that additional RAVE notification training is being implemented with staff and to systemize hourly status notifications in the future. SNO911's Operations Manager Andie Burton announced that Zach Sanders was promoted to Supervisor. B. New Facility Project Update. The update was included in the packet. C. Radio Replacement Project (RRP). Howard Tucker reported that the functional testing of the new radio system is complete, all the equipment is in place and is passing voice traffic. The team will now focus on coverage testing which breaks down Snohomish County into quarter mile grid squares which will provide maps, and will assure first responders will have the coverage they need on the street, and secondly that Motorola is meeting its contractual standards of agreement. After coverage testing is complete, more transition work will be needed and the cutover date is early 2025. Deputy Director Peterson added that SNO911 is putting together a county-wide communication strategy to announce the project. D. Police TAC. The summary was included in the packet. E. Fire TAC. The committee reviewed radio policies and went over operational questions.	
6. Committee Reports	A. Finance Committee. Previously covered in meeting. B. Personnel Committee. Previously covered in meeting. C. Future Facility Committee (no meeting) D. EMS Joint Task Force. The Joint Task Force is making a presentation to the Fire Chiefs Association on Monday, 9/23, and will bring forward any recommendations. If this is elected to move forward it would be a Service Level Agreement for SNO911 to hire the staff that the stand alone EMS agency would need and then loan those employees to the agency as part. The Interlocal Agreement would create the stand alone agency and the Service Level Agreement would be with SNO911. A draft budget of \$150k was created which includes rent, postage and office supplies as well as a placeholder of \$90k to provide all other services to help	

	that agency function such as Human Resources, payroll, on-boarding, recruitment, training, etc. This would be reviewed during the first year and revisited during the following year's budget planning. E. Public Safety Tech Committee (PSTC) The RFP to bring a consultant onboard is active, proposals are due October 11th and the Committee hopes to award around November 1st. The Committee is also attending the IACP which is one of the largest public safety conferences in the world which will giving staff a chance to evaluate the different technology providers available. F. County EESCS Committee (formerly County E911 Office). No meeting F. County ECSF Program Advisory Board. No meeting	
7.	WCIA Annual Report. Included in packet as information	
8. Good of the Order	Director Mills reminded everyone that the October meeting will be held in person at the South County Fire HQ.	
9. Adjourn	The meeting was adjourned at 9:32 a.m. The next meeting is scheduled for October 17 th at 8:30 a.m.	

ACTION PROPOSAL FORM



Date: 10/18/2024

Action Title: Acceptance of Gift

Time Sensitivity: Normal

Background / Purpose:

On September 23, 2024, SNO911 received a check in the amount of \$200 from Dustin and Susan Frederick to be applied to the purchase of gift cards for the recognition of agency employees at the SNO911's 2025 Recognition Ceremony to be held in February of 2025. Mr. Frederick is the outside union representative for the agency's Supervisor Union.

We are asking for approval to receive the funds to be spent on the aforementioned gift cards.

The Finance Committee has reviewed and recommends this proposal be included in the Consent Agenda.

Requested Motion:

Authorize acceptance of the \$200 gift from Dustin and Susan Frederick to be used for the purchase of gift cards to be awarded at the 2025 SNO911 Recognition Ceremony.

Fund: 70. The funds will be deposited into Fund 70 and applied to the recognition budget.



Action Proposal Form

Date: 10/18/2024

Title: Credit Card Policy

Background / Purpose:

After fiscal year 2022's Washington State SAO Audit, the State Auditor suggested that SNO911 write and adopt a Credit Card Usage Policy in accordance with BARS 3.8.4.10, per RCW 43.09.2855. Based on an example of Credit Card policies provided by MRSC, agency staff have drafted a Credit Card Policy for the Board of Director's consideration.

The Finance Committee has reviewed and recommends this proposal.

Suggested Action/Recommendation:

Approve the SNO911 Credit Card Policy, as drafted.

Accounts: SNO911 Checking and Depository Accounts.

References: Attached SNO911 Draft Credit Card Policy.



Snohomish County 911 Finance Policy

Credit Card Policy

Issued **xxxxxx**

PURPOSE:

To authorize SNO911 for the guidelines of acceptable use and requirements of SNO911 credit and procurement cards to transact official Agency business.

DISTRIBUTION:

SNO911 credit cards are issued to employees based upon operational need.

POLICY:

- A. SNO911 Board has authorized the Director of Finance to implement procedures for the use of Agency credit and procurement cards for the following uses:
- Travel: Credit cards may be used by the approved employees for official business - related expenditures for hotel, parking, ferry, taxi, meals, gas, airline tickets, emergency Agency vehicle repairs and other travel related expenses as authorized by the Executive Director. Out of state travel and out of state registration require pre- approval.
 - Purchases: The assigned credit cards may be used for ordering supplies, including on-line purchases for Agency purposes, when pre-approved by the Department Director.
 - Purchases where an open charge account exists may be utilized for convenience at the time of purchase with the prior approval of the Director of Finance.
 - The Department Director or designee is responsible for ensuring all purchases are supported with original receipts and packing slips according to agency procedures.
 - Monthly reconciliations will be reviewed by the Director of Finance (or designee) and annual review of each employees purchase history and credit card limit to ensure continued operational need and policy compliance. Based on this review, credit limits may be increased, decreased, or cards cancelled.
 - Agency credit cards shall not be used for cash advances or personal purchases.
 - Disallowed purchases may be subject to discipline procedures including termination.
 - Fraudulent purchases or loss of card are to be reported to the Director of Finance and issuing finance provider immediately.
- B. **Credit Limits:** The credit limit for each assigned Agency credit card shall be approved by the Director of Finance or Executive Director. The following limits may be applied:
- | | |
|--------------------------|---|
| Directors, \$10,000 | Managers, \$5,000 |
| Field Employees, \$1,000 | Executive Assistant, responsible for booking agency training & travel, \$20,000 |



Action Proposal Form

Date: 10/18/2024

Title: Fuel Card Policy

Background / Purpose:

After fiscal year 2022's Washington State SAO Audit, the State Auditor suggested that SNO911 write and adopt a Fuel Card Policy in accordance with BARS 3.8.4.10, per RCW 43.09.2855. Based upon an example of fuel card policies provided by MRSC, agency staff have drafted a Fuel Card Policy for the Board of Director's consideration.

The Finance Committee has reviewed and recommends this proposal.

Suggested Action/Recommendation:

Approve the SNO911 Fuel Card Policy, as drafted.

Accounts: SNO911 Checking and Depository Accounts

References: New SNO911 Draft Fuel Card Policy



Snohomish County 911 Finance Policy

Fuel Card Policy

Issued **xxxxxx**

GENERAL POLICY STATEMENT

Fuel cards offer a convenient way for SNO911 employees to refuel vehicles quickly and efficiently while conducting SNO911 business. Fuel cards also offer a way to track fuel purchases and audit fuel use. The purpose of this policy is to provide rules, guidance and procedures for the use of SNO911 fuel cards and pins.

1. UNDERLYING PRINCIPLES

- 1.1 Fuel cards are for the express purpose of fueling SNO911 vehicles and equipment. Under no circumstances is a fuel card to be used for personal vehicles or to purchase items other than fuel.
- 1.2 Under no circumstances are SNO911 vehicles to be used for personal activities.
- 1.3 All persons with access to a fuel card must sign and have on file with the SNO911 finance department a signed fuel card acknowledgment agreement.
- 1.4 Department directors may enact more restrictive fuel card policies within their respective departments.

2. OTHER APPLICABLE POLICIES

- 2.1 Travel Policy
- 2.2 Personnel Policies
- 2.3 Collective Bargaining Agreements

3. DEFINITIONS

- 3.1 Card Holder – Employees with access to a fuel card
- 3.2 Fuel Card Manager - The Director of Finance or designee

4. EMPLOYEE ROLE & RESPONSIBILITY

- 4.1 Be aware of SNO911 policies and procedures regarding the fuel use policy.
- 4.2 Immediately report misuse of a fuel card to your supervisor or department director.

- 4.3 Immediately report a missing or stolen fuel card your supervisor.
- 4.4 Maintain a vehicle log of fuel purchases and receipts.
- 4.5 Submit vehicle logs, receipts and requests for reimbursement as required by agency policies.
- 4.6 Never share your fuel card or fuel card pin.

5. MANAGEMENT ROLE & RESPONSIBILITY

- 5.1. Develop policies and procedures to aid front line staff in doing their jobs effectively.
- 5.2. Respond to staff inquiries regarding the fuel use policy
- 5.3. Review and verify the charges to the fuel card as outlined in this policy.
- 5.4. Report fraud or suspected fraud immediately to the Fuel Card Manager.

6. POLICY

- 6.1 The Director of Finance or designee will serve as the Fuel Card Manager.
- 6.2 The Fuel Card Manager is responsible for issuing and cancelling fuel cards.
- 6.3 The Fuel Card Manager may assign or transfer a fuel card to another vehicle or employee.
- 6.4 Employees with access to a fuel card (card holder) must sign a Statement of Understanding (attached hereto) acknowledging the understanding of this policy, and the consequences for misuse. The signed Statement of Understanding will be kept in the employee's personnel file.
- 6.5 Fuel cards may be assigned to a specific SNO911 vehicle or employee and will be used exclusively for that vehicle or employee for official business.
- 6.6 Fuel cards may be used by an authorized cardholder for equipment related fuel purchases (e.g., SNOCAT, generators, etc.)
- 6.7 The card shall never be used for personal, non-SNO911 related purchases and/or securing non-SNO911 related goods or services.
- 6.8 Fuel cards shall be kept in the glove box or console of the assigned vehicle. The assigned vehicle must be securely locked whenever the vehicle is not in use in order to limit the opportunity for theft or misuse of the fuel card by a third party.
- 6.9 Employees shall notify their supervisor immediately if a fuel card is lost or stolen. The supervisor shall notify the Director of Finance immediately

and cancel the lost or stolen fuel cards. If the card is subsequently found or returned, the card shall be returned to the Director of Finance and will be destroyed.

- 6.10 Employees may submit a request for reimbursement for fuel purchased for SNO911 use with personal funds consistent with the SNO911's Travel Policy. A request for reimbursement must be submitted to the finance department along with the original receipt and other supporting documentation.
- 6.11 Every attempt should be made to ensure balances are paid in full each month with the exception of disputed charges.
- 6.12 Any misuse of the fuel card, willfully misreporting fuel use, or falsifying receipts will result in reasonable disciplinary actions up to and including combination of the following:
 - 6.12.1 Termination of employment
 - 6.12.2 Reimbursement to SNO911 for unauthorized purchases and any administrative costs associated with any unauthorized purchase.
 - 6.12.3 Limitation on the use of the card and/or termination of the right to use the card
 - 6.12.4 Other discipline consistent with the collective bargaining agreement and/or personnel policies.

7. PROCEDURES

- 7.1 Cardholders are required to maintain a log of fuel purchases and receipts. A copy of the log will be submitted to the Fuel Card Manager monthly. The log will include:
 - 7.1.1 Date and purpose of the purchase, merchant name, gallons purchased, name of the purchaser, total amount of purchase, odometer readings.
 - 7.1.2 The cardholder's supervisor may periodically spot check a sample of odometer readings and analyze purchases.
- 7.2 When using the fuel card, the employee will:
 - 7.2.1 Enter the vehicle number
 - 7.2.2 Enter the odometer reading
 - 7.2.3 Enter your PIN
 - 7.2.4 Request a receipt
 - 7.2.5 Sign or initial the receipt

- 7.3 If an employee loses a receipt, or a receipt is not provided at the time of purchase, the employee will submit a lost fuel receipt memo. The memo shall include the date of purchase, the number of gallons purchased, the location of purchase, and reason for no receipt.
- 7.4 Card statements should be entered into the financial accounting system for payment within 15 business days.
- 7.5 The employee reconciling the statement should notify the fuel card company within 20 business days of any disputed amounts on the statement.



Action Proposal Form

Date: October 7, 2024

Title: Phase 2: Infrastructure to support radio system and radio consoles

Background / Purpose:

As part of the RRP and Future Facility projects, SNO911 has developed a phased plan to move the centralized radio equipment and dispatch consoles to the Future Facility. At the end of the transition, the Future Facility will house one of the two master sites that control the entire radio system. Therefore, it is critical that the Future Facility be connected in a fully redundant way. Additionally, SNO911 plans to fully vacate equipment from the existing server room at the North Campus facility so the facility may be turned back to the City of Everett. This project will occur in multiple phases and each phase may require Board action. The phases include:

Phase 1 (Approved): Radio Network Overlay – Board Approved in April 2024. SNO911 is currently under contract with the selected vendor. Equipment has been ordered and work is underway with expected connectivity to the Future Facility in April 2025. This is a critical path for moving SNO911 operations into the facility.

Phase 2 (Recommended): Building Infrastructure to support radio system and radio consoles – In addition to the overlay, there will need to be various parts and pieces including DC power systems, roof-mounted antennas, lightning arrestors, etc. Related to the radio consoles, the City of Seattle has gifted SNO911 radio console hardware from their transition to PSERN and Motorola has been a fantastic partner to help update this hardware to prepare it for installation in our system. All of this work has been part of the larger RRP effort. This has enabled us to maximize the lifespan of the existing consoles and push out the planned replacement into a future phase of work. These items will be funded from RRP Contingency.

Item	Projected Cost	Procurement Strategy
Antenna systems for backup radios	\$ 100,000.00	RFP
DC power system	\$ 74,000.00	Sole Source (To integrated with our standard equip at all radio sites.)
Electrical connections at New Facility	\$ 15,000.00	Piggyback Contract
Power Distribution Units	\$ 25,000.00	Piggyback Contract
Seismic Cabinets for equipment	\$ 70,000.00	Piggyback Contract
Data Cabling at North Campus	\$ 8,000.00	Piggyback Contract
Cabling for New HQ furniture	\$ 7,500.00	Commercially Reasonable Means
Total	\$ 299,500.00	

Phase 3 (Future): Master site move/vacate North Campus – Once personnel have moved and operations have been cutover, this phase will relocate the radio core/master site to the Future Facility and move the remaining microwave equipment to the newly installed cabinet at the current facility radio tower. Existing staff may be able to complete this work, but some technical assistance will be needed from Motorola. This is currently under negotiation as a project change order. Funds for this potential are earmarked in RRP Contingency.

Phase 4 (Future): Future radio console replacement – The existing hardware will be nearing end of life and there is a long-term plan to replace the consoles and related centralized hardware in 2027. There is funding being set aside for this project as part of the long-range ECSF plan.

Staff are requesting action on Phase 2 today.

- A competitive RFP is actively underway for the antenna systems for backup radios.
- The DC power system and installation is intended to be purchased utilizing a sole source justification to ensure compatibility with existing monitoring and controls.
- Cabinets and Power Distribution Unit utilizing piggyback contracts
- Electrical and cabling work estimated by staff utilizing piggyback contract rates.

The Finance Committee has reviewed and recommends this proposal.

Suggested Action/Recommendation:

Approve the funding and authorize the execution of any contracts needed to completed the work as outlined in Phase 2 of this APF, with a not to exceed amount of \$299,500, including sales tax and approximately 10% contingency.

Fund: RRP 130-16-71



Action Proposal Form

Date: October 8, 2024

Title: Requested Policy Updates to Radio 09 and Radio 12

Background / Purpose:

Staff have prepared updates to two board approved radio policies. There are two key points addressed including:

- Radio 09 is updated to define a process for fleet expansion requests for apparatus or vehicles that are non-standard, that may not have primary focus on Police/Fire/EMS responses in Snohomish County. Instead of taking a request of this nature to the SNO911 Board, staff will present the request to the appropriate Police or Fire TAC and seek a recommendation. Based on that recommendation, the request would either be defined or proceed to the SNO911 Board as usual.
- Radio 12 is updated to clarify the intent of using I/O talkgroups for non-public safety partners on the radio system.

Both of these policies have been reviewed and recommended by both Police and Fire TAC for adoption.

Suggested Action/Recommendation:

Approve the updates to Radio 09 ad Radio 12 as presented.

Fund: N/A

Title/Number	Additional, Growth, and <u>Fleet</u> Expansion Radio Reimbursement Requests <u>WTR</u>Radio-09		
	Approved: SNO911 Board	Author: T. Peterson	
	Issued: December 16, 2021	Revised: <u>TBD</u>	

- I. **Purpose:** To provide guidelines for the approval, acquisition, and reimbursement of additional radio equipment requests for radios used on the SNO911 public safety radio system.
- II. **Background:** SNO911 is responsible for the ~~ongoing~~ maintenance and support for the public safety radio system used by all first responder in Snohomish County. There is an ongoing need to consider additional radio equipment requests in response to SNO911 member agency needs ~~connected-driven by~~ to fleet and staffing growth and other operational policy changes. ~~driven by operational needs.~~ The SNO911 Board has adopted a financial policy to set aside funding that is designated, in part, for these additional radio equipment needs. Additionally, SNO911 is authorized to maintain a set of cache inventory that is available to help respond to short-term needs for additional radio equipment.
- III. **Policy:** The aim of this policy is to provide fair and equitable financial support across all SNO911 member agencies within the budget set by the SNO911 Board of Directors. Additional radio needs shall be submitted in writing and staff shall bring requests to the SNO911 Board of Directors with a recommendation based upon funding, if the request should be considered for immediate action or queued for annual review in December, and other operational drivers. Requests will be evaluated through the lens of the radio quantity policies established by Police & Fire TACs and adopted by the Board of Directors with a focus on primary police/fire/ems response vehicles within Snohomish County. If a request for equipment is non-standard intended for routine use outside of Snohomish County (such as wildland fire mobilization), the request will be presented to the appropriate TAC for a recommendation. - This policy applies only to hardware and equipment; any costs associated with installation and third-party services will be funded by the member agencies.
- IV. **Procedure:**
 1. At least once per year, SNO911 will inquire with all members what the expansion needs are for the following calendar year.
 2. Agency Agencies shall submit a request form to include requested radio equipment quantities and types, justification, and supportive documentation.
 3. SNO911 staff will review the form, provide an estimated cost ~~total cost estimate~~, including obtaining a written quotation if needed, and submit the request to the SNO911 Board or appropriate TAC with a recommendation. The recommendation shall be to provide immediate action, queue for SNO911 Board annual review, to not fund the request, or any other course of action consistent with ~~the this~~ policy.
 4. The staff review form and agency request form shall be reviewed by the Finance Committee and provided to the SNO911 Board for potential action.
 5. If approved for immediate action, SNO911 staff may provide equipment from ~~cache~~ radios inventory (including emergency cache if needed), either in a temporary or permanent fashion as needed to fulfill the needs of the request or provide reimbursement to the member agency. SNO911 will work with each agency to facilitate the ordering of equipment to ensure the correct configuration. Requests that are queued shall be reviewed by the SNO911 Board in December of each year for reimbursement in January.

6. SNO911 staff will request order replacements periodic approval, as needed, to replenish the cache inventory through the appropriate vendor(s).
7. Staff are responsible for monitoring the overall use of the fund-Fund 140 and notifying the Board of requests or future needs that go beyond allocated funding.

Title/Number Approved: Issued:	<u>Radio 12</u> - Emergency Radio System, Users, Access, Sponsorship and Approved Equipment		
	RADIO 10		
	SNO911 Board	Author:	T. Peterson
	July 20, 2023	Revised:	

- I. **Purpose:** To provide guidelines and definition of users and equipment that are approved to operate on the SNO911 Emergency Radio System.
- II. **Background:** The SNO911 Emergency Radio System (ERS) is the primary voice communication tool used to coordinate 911, Sheriff/Police and Fire/EMS responses by SNO911 Member Agencies. SNO911 is responsible for the administration, maintenance and support of the ERS including subscriber radios that are authorized for use on the system. The SNO911 Interlocal Agreement defines the priorities for access to the system and this policy further defines users, funding, support and how each class of user fits within the defined priorities.
- III. **Policy:** The Snohomish County Emergency Radio System (ERS) is dedicated to SNO911 & its Member Agencies and Subscribers exclusively for the execution of the public safety mission. Other public safety or emergency management entities may be granted limited use access to the ERS through agreements approved by SNO911 and/or the SNO911 Police & Fire TACs. SNO911 is the sole authority for programming and granting access to users including defining types of radios permitted on the ERS. Funding and system support is limited to Board approved equipment and services.
- IV. **Sponsor:** All interoperability requests for access to the ERS require sponsorship by SNO911 or a member agency. Member Agency sponsorship requires the agency to define the interoperability need, talk-groups requested, and other details that will be used by SNO911 to draft an MOU. The Sponsor is then responsible for presenting the request at the appropriate Fire/Police TAC Meeting. Only entities with MOUs approved by SNO911 and the respective Fire/Police TAC will be granted access. The three-way MOU will require approval by the sponsoring agency head, SNO911 and interop agency. Sponsor agency will also help ensure compliance to the MOU by interop agency. Guidelines for Sponsorship are defined in Policy Radio-11.

The following table identifies categories of users that are or may be authorized to operate on the system. Users are broken down in to categories, each with identified parameters of support, usage and governance:

Category A – Principal, Associate & Contract Public Safety Agencies (Member Agencies)

Subscriber Acquisition: SNO911 Funded, facilitated repair, upgrades, replacement

Access/Usage Fee: None

Programming/Administration: Yes, full administration & updates at no cost.

Approved Usage: Day-to-day communications

Restrictions: None

Governance: SNO911 ILA & Board Approved Policies; may sponsor other agencies for public safety interoperability.

Example: SCSO, SAR, Task Force, Fire District 5, Tulalip Tribal Police, Fire Marshall, municipal holding facility (city jail), SNO911.

Category B – Other Public Safety (Non-Category A)

Subscriber Acquisition: Self

Access/Usage Fee: None

Programing/Administration: Limited to code plug administration & access; WiFi based programming, limited to occasional updates; may charge labor for programming

Approved Usage: Joint response interoperability and communications with Category A agencies

Governance: Police and/or Fire TAC(s), SNO911 Approved MOU, and Sponsoring Agency Head.

Example: WSP, Camano Island Fire and Rescue, Private EMS, [Federal Fire \(Everett Naval Base\)](#) ~~Fire Dept.~~, Hospitals/Medical Control, USFS, BNSF.

Category C – Non-Public Safety Interop Partner

Subscriber Acquisition: Self

Access/Usage Fee: None

Programing/Administration: Limited to code plug administration & access; WiFi based programming, limited to occasional updates; may charge labor for programming

Approved Usage: Interoperability and communications/coordination with Category A agencies during emergency events; ~~typically~~ using designated “I/O Talkgroups”.

Governance: Police and/or Fire TAC(s), SNO911 Approved MOU, and Sponsoring Agency Head.

Example: Port of Everett, [School Districts](#), County Roads.

Appendix A: Radio/Equipment Specifications



Board Packet Memorandum

Date: October 17, 2024
To: Snohomish County 911 Board Members
From: Leadership Team

General

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

New World Update

SNO911 IT Staff will collaborate with Tyler staff to upgrade our Tyler environment on **Monday, November 4th, starting at 0100**. Last week, Tyler resolved the final critical issue, leaving us with no Priority 0 (P0) issues and one Priority 1 (P1) issue related to internal map data. The new Tyler version is more sensitive to irregular map data, and SNO911 IT Staff will ensure this data is cleaned up prior to the upgrade.

As previously mentioned, this upgrade will involve updating Windows server versions to 2022, as well as upgrading the GIS and SQL software versions. Due to the scope of work, the upgrade window will be longer than usual. SNO911 IT staff will send out a notification to our member agencies detailing the outage window and any requirements for the upgrade.

VIPER Upgrade Update

As previously mentioned, Intrado worked with SNO911 IT Staff to upgrade our VIPER 911 phone system software. The upgrade was completed successfully, with no major issues reported. However, some minor items were identified that required vendor attention. Intrado has resolved several of these punch list items and is actively working to complete the remaining tasks. Importantly, these items will not impact inbound 911 calls.

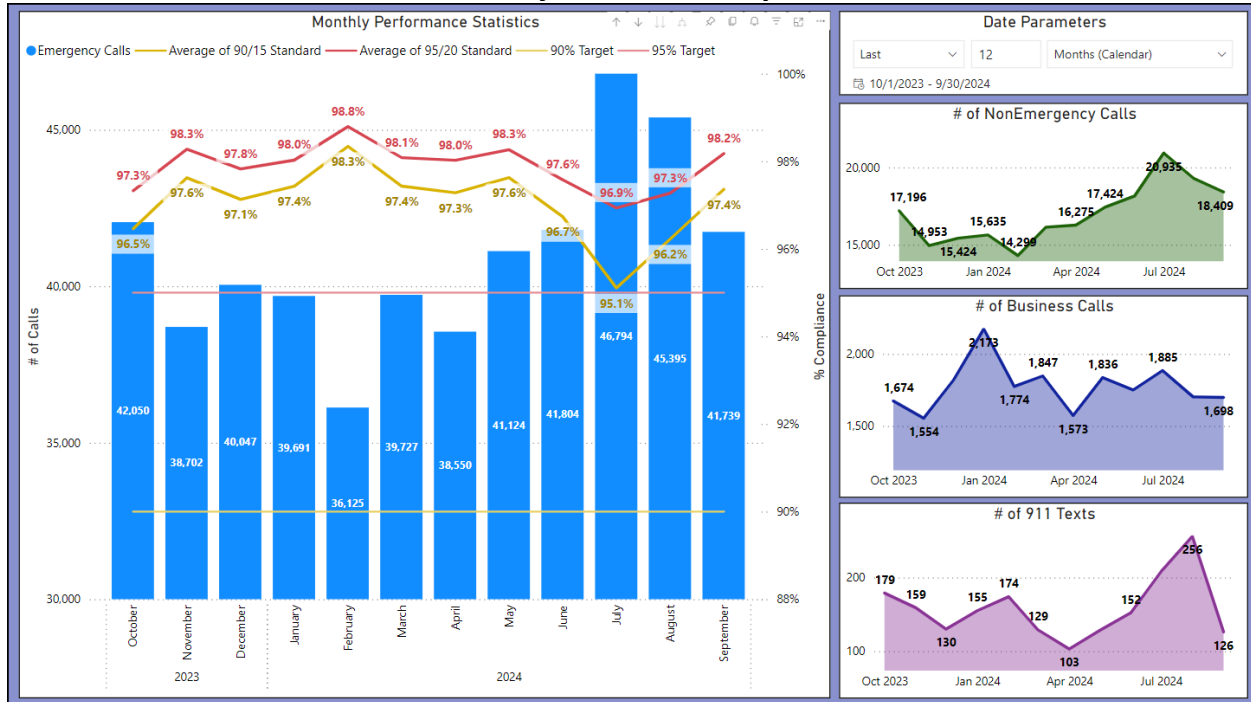
Future Facility Planning

The SNO911 Tech Management Team is actively monitoring the construction schedule to ensure that all IT and radio project tasks are aligned. IT network equipment has been configured, and testing is currently underway in preparation for the facility move. The SNO911 Radio Team is focused on the RRP project cutover, balancing New Facility tasks with the RRP cutover to work on alignment with the construction schedule.

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

Additionally, the console vendor has delivered a console, enabling the IT and Radio teams to install and test the equipment setup and functionality for the new dispatch floor positions. This will also allow Tech staff to determine final cable lengths needed for the equipment connections. Dispatchers will have the opportunity to interact with the equipment and potentially take calls to provide feedback on the setup.

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	5				75	75
Incorrect Use	Follow-Up	8	6	7	4	10	12	2	5	10				64	355
	Area Checks	0	12	6	8	2	6	8	6	7				55	
	Info	1	1	0	0	0	1	2	1	0				6	
	Noise	7	8	2	3	2	6	5	4	3				40	
	Traffic	2	0	5	3	2	2	4	2	1				21	
	Other Complaints	20	16	20	14	9	29	17	23	21				169	
Misuse	Accidental	5	5	3	12	23	3	5	3	4				63	579
	Behavioral Health	60	71	42	18	22	18	91	135	24				481	
	Prank	0	1	1	5	2	11	6	4	5				35	
Other	Test	3	3	1	0	3	7	2	1	5				25	422
	Abandoned	11	10	8	5	16	9	8	11	11				89	
	Non-English	1	0	0	2	0	2	1	0	0				6	
	Outgoing	0	0	0	0	1	0	0	0	0				1	
	Subsequent	16	23	14	11	11	19	23	21	16				154	
	Transfer	3	8	3	3	1	1	4	5	3				31	
	Voice Call	9	7	11	9	18	13	20	18	11				116	
Month Total		155	174	129	103	128	152	208	256	126	0	0	0	1,431	1,431
<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	682	65.51%
3 - Satisfied	306	29.39%
2 - Neither Satisfied nor Dissatisfied	34	3.27%
1 - Somewhat Dissatisfied	10	0.96%
0 - Very Dissatisfied	9	0.86%
Total	1,041	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	1,507	94.72%
Somewhat	57	3.58%
No	27	1.70%
Total	1,591	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	09-Sep	Total
Everett Fire Department	2,303	1,960	1,889	1,969	2,139	2,121	2,262	2,288	2,002	18,933
Marysville Fire District	1,220	1,049	1,105	1,101	1,161	1,130	1,243	1,236	1,182	10,427
Mukilteo Fire	235	162	206	157	168	180	192	210	201	1,711
North County Regional Fire Authority	755	634	725	669	722	741	829	800	721	6,596
Sky Valley Fire	63	58	67	57	99	68	119	107	81	719
Snohomish County Airport Fire Department	34	23	29	18	29	19	30	47	26	255
Snohomish County Fire District #15	129	95	104	137	123	120	130	141	143	1,122
Snohomish County Fire District #16	23	10	24	11	29	11	25	23	26	182
Snohomish County Fire District #17	153	161	154	139	154	179	210	186	164	1,500
Snohomish County Fire District #19	35	33	47	30	30	20	44	40	30	309
Snohomish County Fire District #21	74	75	65	56	74	62	110	82	67	665
Snohomish County Fire District #22	39	42	51	35	32	23	39	52	41	354
Snohomish County Fire District #24	48	44	51	33	41	52	49	55	62	435
Snohomish County Fire District #25	3	7	3	5	7	12	17	12	13	79
Snohomish County Fire District #27	1	3	1	1	1	3	3	2	4	19
Snohomish County Fire District #4	289	218	306	304	285	313	310	366	324	2,715
Snohomish County Fire District #5	119	86	97	91	81	109	128	118	97	926
Snohomish Regional Fire and Rescue	1,112	933	911	911	970	1,032	1,222	1,132	1,039	9,262
South Snohomish County Fire and Rescue	3,461	2,685	2,838	2,900	3,086	3,001	3,304	3,189	3,167	27,631
Total	10,096	8,278	8,673	8,624	9,231	9,196	10,266	10,086	9,390	83,840

Police Calls - All

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	09-Sep	Total
Arlington Police Department	2,034	1,944	2,252	2,312	2,457	2,415	2,652	2,634	2,579	21,279
Brier Police Department	630	631	981	860	883	743	576	569	803	6,676
Darrington Police Department	84	113	108	122	114	100	104	101	158	1,004
Edmonds Police Department	1,830	1,925	1,898	1,889	2,036	2,225	2,600	2,302	2,125	18,830
Everett Police Department	10,817	10,250	10,945	10,580	11,026	11,024	11,862	11,413	11,151	99,068
Gold Bar Police Department	217	202	239	260	233	226	272	192	212	2,053
Granite Falls Police Department	399	382	302	351	286	319	345	437	379	3,200
Index Police Department	46	52	52	47	51	52	52	57	47	456
Lake Stevens Police Department	1,743	1,634	1,749	1,929	1,879	1,931	1,976	1,755	1,975	16,571
Lynnwood Police Department	3,293	3,224	3,426	3,439	3,509	3,273	3,562	3,414	3,525	30,665
Marysville Police Department	5,392	4,983	5,472	5,306	6,143	5,757	6,329	5,916	6,065	51,363
Mill Creek Police Department	1,598	1,468	1,630	1,583	1,573	1,484	1,265	1,362	1,397	13,360
Monroe Police Department	1,665	1,566	1,447	1,712	1,930	1,801	2,052	1,733	1,688	15,594
Mountlake Terrace Police Department	1,590	1,481	1,553	1,556	1,699	1,553	1,669	1,596	1,701	14,398
Mukilteo Police Department	1,954	1,938	2,018	2,038	1,925	1,788	2,001	2,038	1,745	17,445
Snohomish County Sheriff's Office	11,995	11,373	12,575	12,802	13,930	13,732	15,163	14,132	13,537	119,239
Snohomish Police Department	783	704	887	800	1,086	880	1,054	1,368	1,246	8,808
Stanwood Police Department	688	579	680	807	701	759	745	750	748	6,457
Stillaguamish Tribal Police	2,064	1,931	1,697	1,897	1,673	1,985	2,185	1,975	1,869	17,276
Sultan Police Department	505	585	525	492	518	470	530	524	498	4,647
Woodway Police Department	54	47	70	61	60	66	57	58	67	540
Total	49,381	47,012	50,506	50,843	53,712	52,583	57,051	54,326	53,515	468,929

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	21	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	0	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	114
F/T Vacancies	9

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees)	91.6%
Staffing Strength (excl. trainees, relief, LOA's)	74.8%
Staffing Strength (Adjusted)	72.0%

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	4
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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)	165
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Dispatchers - Full Time

Approved	107
Filled	98
Vacancies	9

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	3	The next PST test is scheduled to take place on TBD
CritiCall Test Invites Sent - June	259	Number of tests invites sent out for academies scheduled for Sept and Dec 2024
CritiCall Tests Complete - June	98	Of these completed tests, 26 received a passing score
Interview	6	Interviewing for upcoming academy scheduled in Dec 2024
Polygraph Exam	0	Scheduled for polygraph exam (or awaiting results) for Dec Academy
Background Check	5	Currently in process of background check with PST for Dec Academy
Psyche and/or Drug/Hearing	1	Scheduled for psych or drug/hearing test (or awaiting results) for Dec Academy
Onboarding/Orientation	0	Final job offer signed. Awaiting the start of the Dec Academy
YTD Dispatch Trainees Hired	25	2024 Hires

Employment Separations YTD

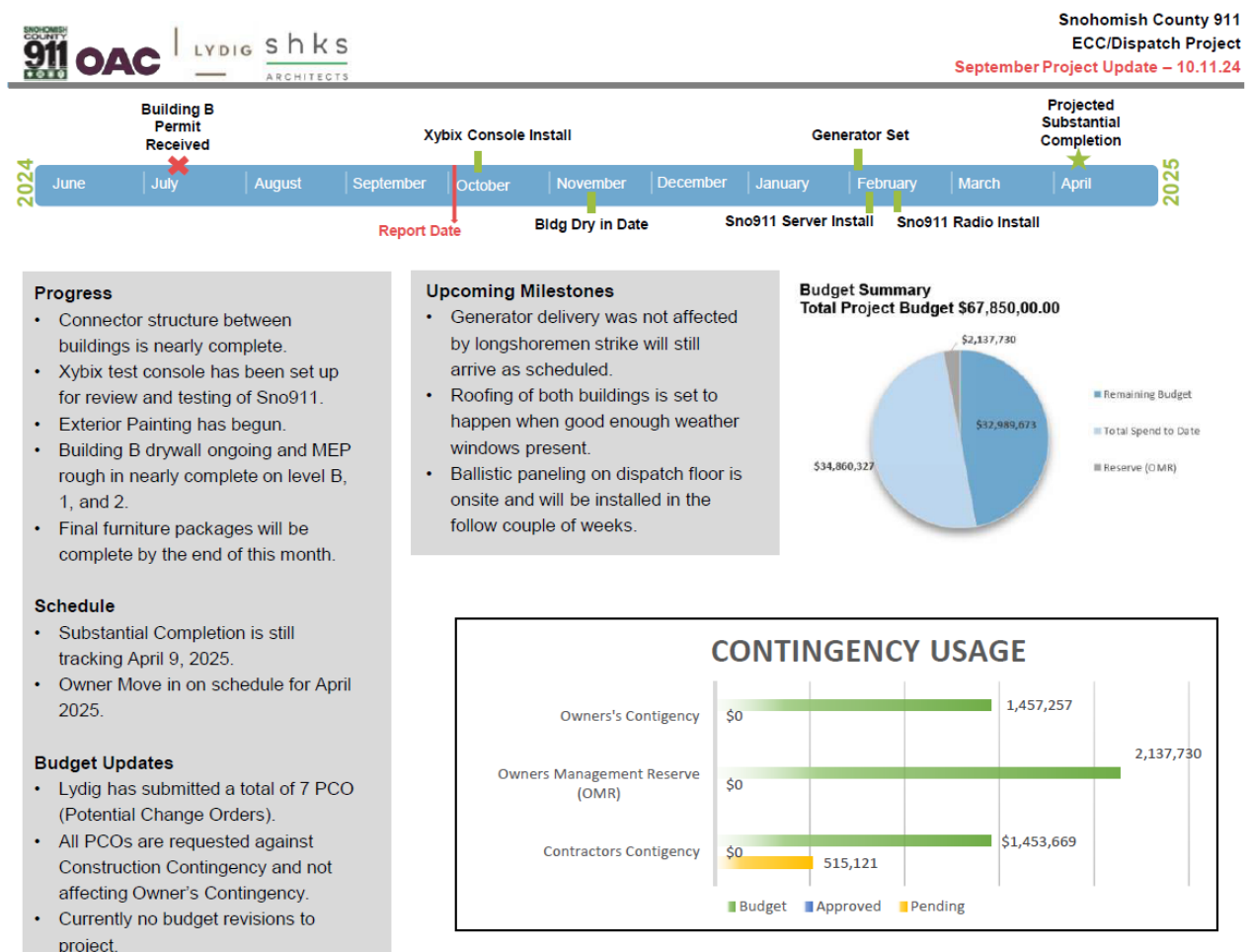
Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	2	1	0	0
New Job - Not 911	1	1	0	0
New Job - With 911	0	0	0	0
Relocation	0	2	0	1
Retirement	0	2	0	1
Medical	2	1	0	0
Personal	6	3	0	1
Resignation in Lieu of Term	5	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0

YTD Employment Separations	29
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SNO911 Future Facility Update – October 11th, 2024

Construction is coming along quite well inside both buildings as well as the exterior. As part of their commitment to safety, Lydig invited the Department of Labor and Industries for a consultation visit this month. The inspector had no negative comments or suggestions. With all of the work happening, Lydig is happy to report another safe month on site with no time-loss from injuries.

We have released contingency for some important work including re-sealing the roof in building A, unexpected repairs to the old elevator in building A, and a few other items. As previously explained, the majority of work is in building B and we're re-using as much as we can in building A as it was a very nice business office.



There have been a couple of incidents this month with unauthorized people on the property both during work hours and after-hours. The construction team is doing a great job quickly identifying these folks and removing them from the property. After-hours, the security company is quickly reporting incidents. As always, we are grateful for Everett PD's quick responses to these incidents to prevent thefts from occurring.

Work around the exterior of the property is in full swing as Lydig begins to prepare for the rainy season. The trench for the new fire hydrant on the SW corner of building B has been put in and several of the other trenches for gate controls and storm water drain improvements are starting to close up.



Employee Entrance

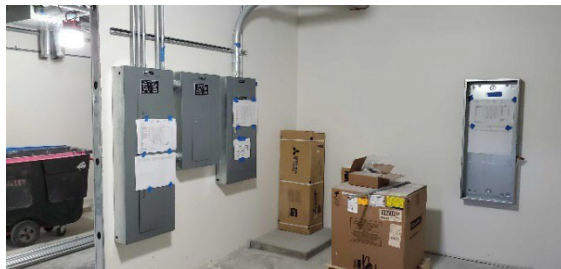


New Roof above Dispatch with Skylights

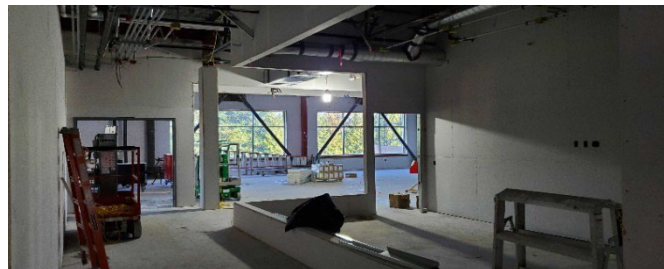


Storm water Retention Tank Covered

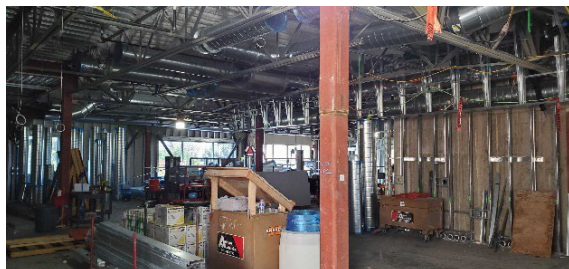
Work in building B is coming along. Electrical panels are going in along with walls and paint in the basement. Shown in the picture, below left, is a great example of the cost savings we are striving for. The picture shows some of the electrical panels that were salvaged and reused from the building.



Re-used Electrical Panels



Building B - Floor 1



Building B - Floor 2



Building B - Floor 3

Building A is moving along at a fast pace. Most of the HVAC upgrades and changes have been completed as well as most of the new walls. Walls should be getting closed in over the next few weeks.



Building A - Floor 2 East



Building A - Floor 2 West



Building A - Floor 3 East – Reusing existing offices



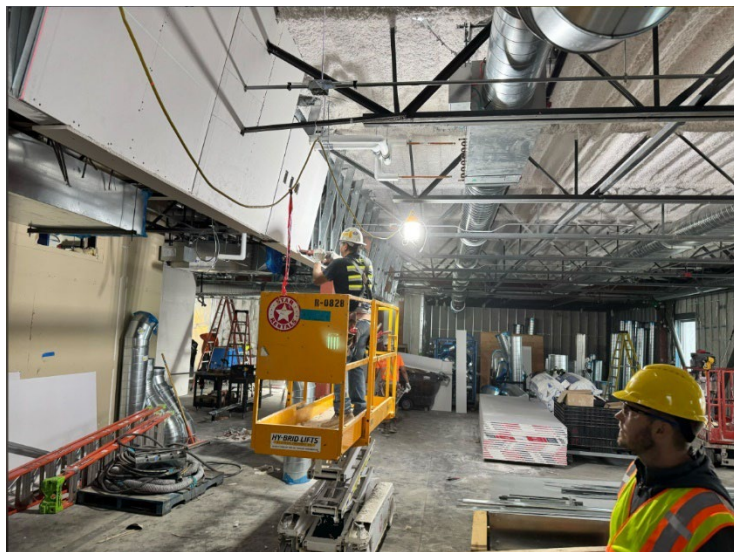
Building A - Floor 4 West

Exterior painting has started. As mentioned, our window of dry days is closing rapidly so Lydig is working OT to prep and seal the building. No one is going to miss the old vanilla beige color.



Building B – Exterior Painting view facing north.

For new folks here's some background. After several years of extensive research, the Future Facility Employee Group (FFEC) Chaired by Kim Crannell, identified the top four dispatch consoles and we invited each company to set-up test consoles for Tech and Center Teams to assess and contrast the options. This evaluation occurred last year and culminated in an employee vote on which console we want. The clear winner was Xybox consoles. This week we started the setup of the "**Golden Console**", which we will configure and make operational (for call-taking) so we can test and verify the exact configuration before placing the order. Good fortune shined on us in that we could purchase the consoles from a State Contract and get exactly what our employees wanted. We are fortunate to have this opportunity for our own staff to have their input and influence throughout the project.



The angled wall on the left is affectionately named the "jumbotron wall" where large monitors will be hung in the center. We will have much more control over what is displayed on those monitors than we do today, and supervisors can select a variety of feeds to each display, whether the news, weather, building camera feeds, live drone feed from a scene, or a Seahawks or Storm game.

These are the UL 752 / Level-4 Armortex ballistic panels that will be in the exterior walls of the dispatch center floor. We'll show the ballistic glass once we have samples. As you may imagine these are very heavy panels that will require special design and engineering so they can be installed.



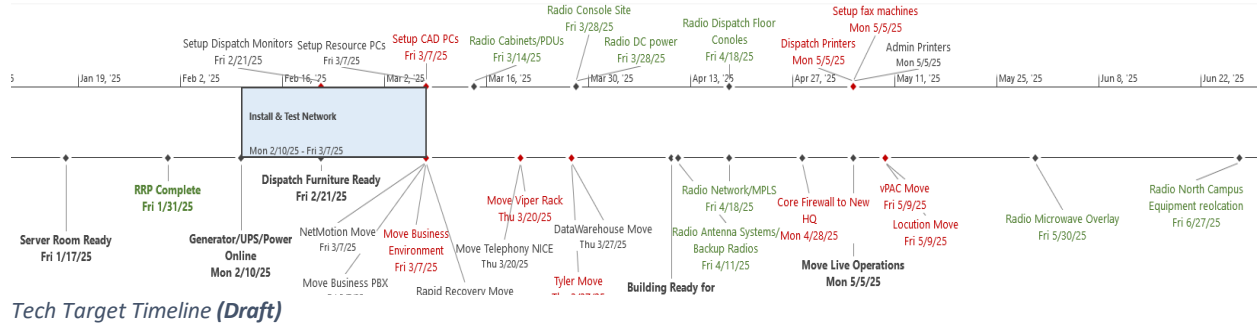


Employee Entrance awning installed



Top Floor Building Connector partially complete

Relocating a live running 9-1-1 center is a very heavy lift, but we're lucky to have the right and only people on our team to do it. The Tech team has been working hard to put together a project plan to get us moved in to the new facility as quickly as possible once we receive our Certificate of Occupancy. Although the tech work is highly dependent on certain aspects of the construction process (i.e. permanent power, fiber, internet, microwave) being ready on time, we are feeling confident with our current schedule.



SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

September 18, 2024

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☐ Joel Johnson	Fire District 24
	☒ John Chalfant	South County Fire	☐ Willie Harper	Fire District 25
	☒ Jason Hodkinson	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Seth Johnson	Fire District 5	☐ Mike Calvert	Everett Fire
	☐ Ryan Shaughnessy	Fire District 15	☒ Jeff Cole	Marysville Fire
	☐ Justin Johnson	Fire District 16	☒ Blake Engnes	Mukilteo Fire
	☐ Jim Haverfield	Fire District 17	☐ Dave Kraski	North County RFA
	☒ Keith Strotz	Fire District 19	☐ Brett Blankenship	Paine Field Airport FD
	☐ Chad Schmidt	Fire District 21	☐ Ryan Lundquist	SRFR
	☐ Travis Hots	Fire District 22		
Alternates in Attendance	☐ Whitney Mansfield	Fire District 4	☐ Ned Vander Pol	Marysville Fire
	☐ Scott Anderson	Fire District 16	☐ Kirk Galatas	Mukilteo Fire
	☒ Bill Dane	First District 17	☐ John Cermak	North County RFA
	☐ Gino Bellizzi	Fire District 19	☐ Tony Mace	Paine Field Airport FD
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐ Ryan White	Fire District 15	☒ Colby Titland	SRFR
	☐ Dave DeMarco	Everett Fire	☒ Drew Bono	SCFD 22
	☐ Zach Hanson	North County	☒ Michael McConnell	SRFR
Guests and Staff in Attendance	Kurt Mills	Brent Meyer	Howard Tucker	
	Terry Peterson	Rae Wade	Jeremy Waldner	
	Marlin Herolaga	Brittney Martens	Tiffani Brown	
	Andie Burton	Karen McKay		

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

Chairman Eric Andrews called the meeting to order at 1:30pm

1. **ANNOUNCEMENTS.** None
2. **APPROVAL OF MINUTES.** Chief Colby Titland moved to approve the July 2024 Fire TAC/Ops meeting minutes as written. Seconded by Chief John Chalfant. Unanimously approved.
3. **COMMITTEE UPDATES.**
 - A. **PTCC / NWS.** *Brent Meyer* – The team is working with Tyler on the last showstopper issue and the upgrade to 24.1 on November 4th. This upgrade will move everything to a new server and staff is still calculating the estimate on downtime noting, it may be longer than the standard 0200 – 0600 hours. Tomorrow, September 19th between 10:00 am – 12:00 pm CAD/Mobile testing will be done to ensure the new mobile package works as it should.
 - B. **Technical Update.** *Marlin Herolaga* – Staff is working to implement a two-factor authentication solution on all systems that can access CJIS data, which is a CJIS requirement by October 1st. Also announced, there is a planned firewall outage on October 22nd to replace existing firewalls at both campuses which are reaching end of life. The outage will happen between 1:30 am – 6:00 am and dispatch will be working in CAD-Lite at that time. A Rave notification will come out next month with more details.

Marlin spoke about the outage that occurred over the Labor Day weekend and explained when, why and how the outage occurred as well as the preventative measures that have been put in place to make sure this doesn't happen again. The core switch had a component within it that failed, the component is a supervisor which is the "brains" for that switch to route all traffic. Once that failed the Agency lost network connectivity and internet. Over 100 cables had to be manually moved over to the secondary switch, then had to test each one which took some time to complete. Once that was done, network and internet was restored. Staff built a brand-new core switch which includes two supervisors so this will have a backup in the future. Staff used the secondary network card in the CAD pcs and ran additional network cables to an independent switch and firewall out of our backup internet provider. He explained this internet connectivity is independent of the agency's network so that there is a connection to the internet if the site lost all network capabilities. He also noted that the new facility has been designed to be a fully redundant in a way would eliminate any failures like this one to occur again.

Andie reminded the group about the importance of having the Rave contact lists up to date so the right people are notified of issues if they happen. Rave notifications are not useful if they fall on devices no longer operating.

It was asked if there was another mechanism to send out alphanumeric pages if this sort of thing happens again. Currently there is not however in the new facility there will be an iPad which will have the ability to send out pages. The goal is that CAD-Lite will be able to send pages in the future.

- C. **Radio Replacement Committee.** *Howard Tucker* – Functional testing is being done which enables the team to start coverage testing in the next week of two. Once coverage testing is complete the team can begin prepping systems to migrate users to the new system in early 2025. All sites are up and running currently. There will be a cut-over event in Q1 of 2025. Staff will ramp up communication and plan to meet with both the Fire & Police Chiefs Associations, the Sno-Isle Commissioners, etc., a large spotlight on the project reaching such a large milestone.

Terry added that as part of fleet expansion and managing inventory, SNO911 is asking that if any Agency has extra radios sitting around to please return them so SNO911 can distribute them where needed and fill expansion requests quicker.

- D. **Radio Procedures Committee.** The group continues to discuss the ferry and nautical response.

- E. **Fire User Group.** None

- F. **Fire Standards/Data.** Brittney announced two upcoming changes to data extraction. One is the addition of fields to make reporting easier and more robust. As well as removing fields that are not helpful. Feel free to reach out with any questions to bmartens@sno911.org.

- G. **County Fire Resource Plan Committee.** None

- H. **SNO911 DRC/DSC.** No meeting

- 4. **SNO911 UPDATE.** Kurt reported that the Future Facility project is moving along on time and the move in date is still targeted for April 2025. The delivery of a generator and some electrical equipment would be the only thing to detour that date. There is a full report being included in the Board packet and posted on our website. Next month information will be sent out regarding the transition of the non-emergency phone number to a cloud-based AI solution called Aurlen. This technology will eliminate hold times on the non-emergency lines, fast track people who should have called 911 and help gather information to route callers appropriately through a text push which dispatchers then enter into CAD.
- 5. **SNOHOMISH COUNTY EMS** – Terry noted that the Joint Task Force is providing a presentation at a special Fire Chiefs meeting on Monday, September 23rd and invited anyone interested in hearing the recommendations to attend. This meeting is in person only at the SCF HQ.

6. **OLD BUSINESS.** None

7. **NEW BUSINESS.**

A. **Emergency Button & Procedure for Use** – Jeremy spoke about the use of the emergency button and how it works, currently when the button is pressed it goes to channel 16. The question arose about having the talk group stay on the same channel it was initiated on and not move to 16. There was robust conversation about this idea and it was decided that more data collection is still needed before any sort of change is implemented. Some of the questions needing answers is in regards to training, how many legitimate fire emergencies have actually come from pressing the button, etc. Howard announced that it is possible to have the talk group stay on the same channel after the emergency button is pressed if that was the final decision. This discussion will continue next month.

B. **Navy Federal Fire MOU Review** – Karen reported that Navy Fire is requesting access to Fire Zones A&B on both analog and digital as well as the regional interoperability IO talk groups. DeMarco is sponsoring this request.

C. **Boeing Fire MOU Review** – Boeing is requesting access to the same talk groups as Navy mentioned above. City of Everett is sponsoring this request.

Chief Eric Andrews motioned to allow and approve MOU's for both Navy and Boeing to have access to the talk groups requested. Seconded by Chief John Chalfant and passed unanimously.

D. **SNO911 Radio Policy Updates** – Kurt walked the group through the redlined version of the policy which was included in the packet. Kurt explained that as this project has unfolded, staff has been developing policies and procedures to streamline the process. SNO911 staff is beginning to understand the pace of requests and fulfillment requirements however there have been a couple requests that are outside the standard ask. Staff would like to propose a change in policy so that when larger than normal, specialty requests (i.e.: apparatus, trailers or helicopters, with a primary need outside of Snohomish Co.) come in they can be reviewed at the TAC's and Board meetings for further clarification and detail. SNO911 will continue to fulfill standard fleet expansion requests as it has in the past.

Chief Titland motioned to recommend the change of policy to the SNO911 Board. Seconded by Chief Chalfant and unanimously passed.

The second policy revision may have a larger impact on the Police side and is in reference to policy users (Category A – fire users, Category B – external users and Category C – external non-public safety users). The policy change will discontinue granting talk group access to non-public safety users. The goal is to be able to identify every user on the talk group at any single time or at a minimum what Agency they represent.

Chief Stocker motioned to accept the changes proposed in the policy revision. Seconded by Chief Titland and unanimously passed.

8. **GOOD OF THE ORDER.** None.

9. **ADJOURN.** The Fire TAC / Operations Committee adjourned at 2:33pm

The next Fire Technical Advisory/Operations Committee meeting is scheduled for Wednesday, October 16th at 1:30 p.m. via Zoom, or in-person at the FD 4 HQ in the Harvey Room.

**Snohomish County 911
Finance Committee
Meeting Summary for October 10th, 2024 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Finance Committee					
Dave DeMarco	x	Jenna Nand	x	Jim Lawless	
Ken Klein	x	Ryan Lundquist	x		
Staff and Guests					
Kurt Mills	x	Wade Anderson	x	Terry Peterson	x
Tiffani Brown	x				

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.
2. **Reports.**
 - A. **Blanket Voucher Report for September 2024.** There were no questions.
Jenna Nand moved to recommend the Board approve the Blanket Voucher Report for September 2024. Seconded by Dave DeMarco. The motion passed with all in favor.
 - B. **Fund Balance Report for September.** Wade walked the committee through this informational report as well as item 2C. He spoke about a new feature in this month's report, a breakout of the payroll expense line item.
 - C. **Budget vs. Actual Report.** Terry Peterson noted that this report will be in the packet quarterly and drew attention to the tick marks along the side of the columns which correlates to the written narrative that was shared with the committee.
3. **New Business.**
 - A. **APF – New Credit Card Policy.** Wade mentioned that after the 2022 audit, staff had two recommendations from the SAO auditors which this item and item 3B are resolutions to. He explained that previously SNO911 had a credit card agreement which is signed by any credit card user, however, this policy was drafted in addition to that agreement.

A suggestion was made to include where the information used to draft the new credit card policy was referenced from in the final presentation to the Board.

Jenna Nand moved to approve the SNO911 Credit Card Policy as drafted. Seconded by Ryan Lundquist and passed unanimously.
 - B. **APF – New Fuel Policy.** Wade explained the use of employee fuel cards and how this policy will coincide with the current fuel agreements.

Ryan Lundquist moved to approve the new SNO911 fuel Card Policy as drafted. Seconded by Jenna Nand and approved unanimously.

- C. **APF – Recognition Ceremony Gift from Supervisor Union Rep Fredericks.** Wade explained that the donation was received from the Supervisors Union representatives and that a similar check is expected to come from the Dispatchers Union sometime in the future.

Ryan Lundquist moved to add to the Consent Agenda the \$200 gift from Dustin and Susan Frederick to be used for the purchase of gift cards to be awarded at the 2025 SNO911 Recognition Ceremony. Seconded by Jenna Nand and approved unanimously.

- D. **APF – Phase 2 of Radio Integration Future Facility Project.** Terry noted that the first phase of this project was approved by the Board in April of 2024. Work is now entering the second phase of the project which includes antenna work on the roof, providing the electrical connection to the radios for dispatch center, procurement of cabinets that will hold the equipment and all related items for the new facility. This phase consists of several projects rolled into one phase so there is no contract attached to this APF. A breakdown of the vendors and their work was included in the packet and will come out of the RRP contingency fund. Terry also noted that there is an RFP out for the new antenna system.

Ken Klein moved to approve the funding and authorize the execution of contracts needed to complete the work as outlined in Phase 2 of this APF, with a not to exceed amount of \$299,500, including sales tax and approximately 10% contingency. Seconded by Jenna Nand and approved unanimously.

- E. **APF – Radio Policy Updates to Radio 09 and Radio 12.** Terry noted that both policies have been approved by the board of directors, however, staff is recommending some updates to them. Redlined versions of the revisions requested were included in the packet. Language was added to address if the radio(s) being requested will be used outside of Snohomish County, staff will take additional Technical Advisory Committee (TAC) meetings for further review before approval. Language was also adjusted to protect the integrity/privacy of IO talk groups.

Ryan Lundquist moved to approve the updates to Radio 09 and Radio 12 as presented. Seconded by Ken Klein and approved unanimously.

4. **Good of the Order.** Nothing additional.
5. **Adjourn.** The meeting was adjourned at 1:58 p.m. The next Finance Meeting is scheduled for November 14, 2024 at 1:30 p.m.

**Snohomish County 911
Budget vs. Actual General Operating 70
January through September 2024**

	<u>Budget</u>	<u>Jan-Sept 2024</u>	<u>\$ Over (Under) Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4020 · Member Assessments	17,795,082.00	13,281,471.04	(4,513,610.96)	74.64% a
4040 · E911 Excise Tax Revenue	7,004,311.00	5,341,150.50	(1,663,160.50)	76.26% a
4045 · Emergency Sales Tax Revenue	5,424,081.00	4,130,559.00	(1,293,522.00)	76.15% a
4200 · Miscellaneous Income	1,428,000.00	1,688,112.64	260,112.64	118.22% b
4300 · Interest Income		2,882.33		
Total Income	<u>31,651,474.00</u>	<u>24,444,175.51</u>	<u>(7,207,298.49)</u>	<u>77.23%</u>
Gross Profit	31,651,474.00	24,444,175.51	(7,207,298.49)	77.23%
Expense				
5000 · Payroll Expense				
5100 · Salaries & Wages	15,637,248.00	10,655,021.64	(4,982,226.36)	68.14% c
5200 · Overtime	1,030,000.00	1,709,252.79	679,252.79	165.95% c
5300 · PTO	1,390,000.00	1,482,204.54	92,204.54	106.63% c
5500 · PTO Accrual Cash Outs	315,000.00	289,979.28	(25,020.72)	92.06% c
5600 · Employee Benefits	3,338,714.00	2,105,694.02	(1,233,019.98)	63.07% c
5700 · Employer PERS & Retirement Match	2,683,864.00	2,008,599.51	(675,264.49)	74.84% c
5800 · Employer Payroll Taxes	398,872.00	306,958.76	(91,913.24)	76.96% c
5000 · Payroll Expense - Other		15,965.52		
Total 5000 · Payroll Expense	<u>24,793,698.00</u>	<u>18,573,676.06</u>	<u>(6,220,021.94)</u>	<u>74.91%</u>
5910 · Employee Reimbursed NT Expenses		7,412.43		
6000 · Reimbursed Expense	228,000.00	327,014.61	99,014.61	143.43% b
6150 · Professional Fees	430,500.00	592,313.08	161,813.08	137.59% d
6200 · Administrative Support	537,119.00	85,135.98	(451,983.02)	15.85% e
6225 · Recognition	17,000.00	7,665.92	(9,334.08)	45.09% f
6250 · Rent	1,238,000.00	953,434.96	(284,565.04)	77.01% g
6252 · Utilities	265,000.00	150,209.46	(114,790.54)	56.68% h
6300 · Repairs & Maintenance	3,251,707.00	1,435,460.24	(1,816,246.76)	44.14% i
6350 · Insurance	330,000.00	307,940.25	(22,059.75)	93.32%
6400 · Communication	134,500.00	99,779.75	(34,720.25)	74.19%
6500 · Training and Travel	206,950.00	162,095.97	(44,854.03)	78.33%
6600 · Minor Capital Equipment	179,000.00	60,904.76	(118,095.24)	34.03% j
6700 · Supplies	40,000.00	26,432.65	(13,567.35)	66.08%
Total Expense	<u>31,651,474.00</u>	<u>22,789,476.12</u>	<u>(8,861,997.88)</u>	<u>72.00%</u>
Net Ordinary Income	<u>0.00</u>	<u>1,654,699.39</u>	<u>1,654,699.39</u>	<u>0.0%</u>
Net Income	<u>0.00</u>	<u>1,654,699.39</u>	<u>1,654,699.39</u>	<u>0.0%</u>

SNO911 September 30, 2024

Year-To-Date Budget vs. Actual Report

- a) The main three classes of revenue are all tracking in accordance with the budget.
- b) Miscellaneous Income is tracking higher than the budget. Since the budget was passed by the Board, certain GASB rules have changed. In prior years we would net reimbursed income with the associated expense in account number 6000 – Reimbursed Expenses. With the changes to the rules, we are no longer allowed to net revenue with an associated expense and the revenue must be shown “above the line” in Revenue and the associated expense is shown “below the line, which is why Reimbursed Expenses is also exceeding the budget.
- c) Rather than show payroll as one line-item, we have chosen to break out revenue to individual line items for more clarity and understanding.
 - Base salaries and wages are tracking less than budget due to open positions in Dispatch.
 - Overtime is tracking much higher than budget as we continue to operate below the approved Dispatch headcount; which in turn means that the current number of dispatchers are working more overtime than planned. We continue our efforts to work towards the approved headcount.
 - PTO is also higher than planned as more employees have chosen to take time off. This will likely increase with the upcoming holidays.
 - PTO Cash Outs is currently under budget; however, dispatchers can only sell PTO in March and November. November PTO cash outs should raise this actual amount to an amount similar to the budget, perhaps a bit more. This is also our first year of the Sabbatical Program and more employees are opting to take the cash payout option vs the time off.
 - Employee Benefits were based on estimates in the 3rd quarter of 2023 and will come in slightly less than the budgeted amount.
 - PERS is tracking near perfectly.
 - Payroll taxes is tracking near perfectly, as well.
- d) Professional Fees is significantly over budget, but certain items are similar to the items in “C” above. The agency is paying for a 1099 EMS Director and EMS has been slow to reimburse the Agency. We also have a consultant working on EMS that has outstanding reimbursement receivable.
- e) Administrative Support is significantly under budget. We have done a very good job of making sure that Agency purchases have sales tax included. In prior years this was not

the case and the Agency paid a significant amount in use taxes. Dues and Subscriptions are significantly lower than in prior years, as is advertising and publishing, and B&O Taxes. It would be a fair statement to assert we over-budgeted this line-item based on prior year actuals that were used in determining the 2024 budget for this line-item.

- f) Recognition is under budget, but as we get near year-end, we expect this amount to increase as purchases are made for the 2025 Awards Ceremony.
- g) Rent is tracking against the budget.
- h) Utilities is tracking lower than the budget as we overbudgeted utilities expense for the new facility as we did not have a great basis on which to project these costs.
- i) Repairs and Maintenance is significantly below budget and certain projects have been delayed and as we focus on the future facility and January roll out of the new radio system and less on current building(s) infrastructure. We have a ~\$760,000 payment to Tyler to be paid in Q4 that will bring actuals closer in line with the budget.
- j) Minor Capital expenses are also under budget as items of this nature have been pushed off in anticipation of moving to the future facility in Q2 of 2025.



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: _____

By: _____

Kurt D Mills

Digitally signed by Kurt D Mills
Date: 2024.09.12 15:19:13
-07'00'

Name: _____

Name: _____

Kurt Mills

Title: _____

Title: _____

Executive Director

Date: _____

Date: _____

9/19/2024