

SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
December 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 November 21, 2024 Regular Board Meeting3
 - B.** November 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1070 – 1071, and 19546 - 19648, for a total of \$6,506,591.00
 - ii. Payroll Direct Deposit, in the amount of \$1,450,097.34
 - C.** Cooperative Purchasing Agreement with the University of Washington7
 - D.** Personnel Administrative Policy Revisions10
- 5. Executive Session (if needed)**
- 6. Old Business**
 - A.** SAO Audit Results23
 - B.** April 2024 ILA Status Update – Police Caucus
 - C.** Executive Brief – Snohomish County EMS Agency Updates49
 - i. SCEMSA Draft Service Level Agreement (SLA)50
 - ii. SNO911 Draft ILA Changes Related to SCEMSA SLA59
- 7. New Business**
 - A.** APF – Public Safety Software Consultant Contract.....61
 - B.** APF – Capital Plans (Fund 80 & 85)80

C.	MRSC Roster/Policy/Small Business Utilization	84
i.	APF – MRSC Roster Resolution	85
ii.	APF – Procurement Policy Updates	87
iii.	APF – Small Business Utilization Plan	130
D.	APF – GMR Nurseline Grant Funding (partial) MOU with North Sound ACH	131
8.	Reports	
A.	Agency Report	140
i.	Leading High-Performance Cultures Project (LHPC)	
B.	New Facility Project Update	147
C.	Radio Replacement Project (RRP)	
D.	Police TAC (no meeting)	
E.	Fire TAC	
9.	Committee Reports	
A.	Finance Committee	148
B.	Personnel Committee	151
C.	Future Facility Committee	
D.	EMS Joint Task Force	
E.	Public Safety Technology Committee	
F.	County EESCS Committee (formerly County E911 Office)	
G.	County ECSF Program Advisory Board	
10.	Good of the Order	
11.	Adjourn - The next meeting is scheduled for January 16, 2025	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

November 21, 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	Tiffani Brown, SNO911		
	Tom Jordal, Mukilteo Council	Sharon Brendle, SNO911		

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	A. Call to Order: Vice-President Dave DeMarco called the meeting to order at 8:30 a.m. Roll call was taken and a quorum was confirmed. B. Announcements: None	
2. Public Comment	None	
3. Approval of Agenda	No changes to the Agenda were proposed. <i>Councilmember Julieta Altamirano-Crosby moved to approve the agenda as presented. The motion was seconded by Edmonds Assistant Chief Rod Sniffen and approved unanimously.</i>	Agenda Approved
4. Consent Agenda	<i>Assistant Chief Sniffen moved to approve the Consent Agenda, including:</i> A. Minutes from the October 17, 2024 Regular Board Meeting. B. October 2024 Blanket Voucher & Payroll Approval Form: <i>i. Checks 1065 – 1069, and 19426 - 19545, for a total of 5,795,776.43; and</i> <i>ii. Payroll Direct Deposit, in the amount of \$1,399,855.41.</i> <i>The motion was seconded by Councilmember Altamirano-Crosby and approved unanimously.</i>	Consent Agenda Approved

5. Executive Session	None.	
6. Old Business	A. Snohomish County EMS. i. Director Contract Extension. Deputy Director Terry Peterson presented this proposal to extend the current contract for the interim director of SCEMS, Scott Dorsey, for another six months or through June 2025. He explained that the recommendation is to authorize the amendment which would increase his hourly rate by 5%, which is a cost of living adjustment. He added that it also includes a signing bonus (the equivalent of twenty hours) on retaining him as the director. <i>Assistant Chief Sniffen moved to approve the contract amendment with the Interim EMS Director, pending reimbursement authorization by Snohomish County EMS. The motion was seconded by Sheriff Susanna Johnson and approved by all present.</i> ii. Service Level Agreement Update. Director Mills explained that the Service Level Agreement (SLA) is expected to be the mechanism in which SNO911 will provide services that support the new EMS agency, once it's created. The new agency is also finalizing the Interlocal Agreement (ILA). That document will be sent out to all the governing bodies from the Fire Community to sign on to. He added that the group has asked for a draft of the SLA that will be between the new agency and SNO911 so that they can understand the nature of the arrangement. Director Mills spoke about the challenges and uncertainties with such a draft in that SNO911 is trying to build an agreement with an agency not yet in existence in a building not yet completed, and for a service that they have never provided for. He explained that he is using a draft SLA from the City of Kirkland that the city uses for their mental health team. The director feels that they are better able to use that draft to construct one which will fit their needs. He reports hoping to have a draft ready for the boards review in December. He also added that the Fire Community has also requested reduced rent for space in the new building. Staff views this favorably and has experienced a similar arrangement with the City of Mountlake Terrace, who agreed to a 50% reduction from market rent for their backup facility at South Campus. Deputy Director Peterson summarized the next steps: after sharing a draft SLA in December with the SNO911 Board, the board will be asked for feedback. The document will remain a draft until the fire agencies' legislative bodies take action in forming the new EMS agency. If this occurs in January or February, the new governing board of that agency will be the one to conduct the final negotiations on the SLA with SNO911. Staff did not ask the board for any action on this matter, but appreciates having their support to move forward. B. Aurelian AI Non-Emergency Phonenumber cut-over plan. Director of Operations, Andie Burton, presented the information describing the new non-emergency feature that just went live earlier in the week. It is a virtual attendant that answers non-emergency calls, triages them and then passes them on to a dispatcher if warranted. If it's not an	Motion approved

	emergency, it will collect all the information digitally and passes it on to dispatch staff who can enter a call for service. This system was implemented to reduce the number of non-emergency calls that may be stuck in the queue waiting to be answered during high volume periods. Operations Manager Derek Wilson, has been the main point person on the project and shared some additional information that described the process by which these calls are handled as they come in. It is already showing its benefits. Manager Wilson shared statistics on the number of calls that were handled without having to go through a dispatcher. He assured the board that all incoming calls are rigorously screened to make sure emergency calls are promptly sent to the correct dispatcher immediately. Director Mills added that in future phases, they hope to incorporate some language support, along with inviting callers to take a survey after the fact. They look forward to receiving that feedback. He relayed an email for agencies to use in order to share some direct feedback.	
7. New Business	A. APF – RRP/Motorola Change Order 17. Deputy Director Peterson explained that they are getting close to scheduling the cutover to the new radio system. As part of working through all of the changes that have been incorporated into the project, there are a handful of items, and licenses that need to be completed. They have worked with Motorola to come up with a list of those outstanding items and negotiate prices. Because they currently have around \$400K in contract credits from prior change orders, this particular change order will have that credit applied, so there's no additional funds required. This is keeping the contract whole, without an increase, and within the budget. Howard Tucker, the Radio Systems Manager, explained it as right-sizing the finish line with the team choosing those things that are the most important to first responders. <i>Assistant Chief Sniffen moved to authorize the execution of RRP Change Order 17, in a form substantially as presented, pending any final legal review. The motion was seconded by Councilmember Altimirano-Crosby and approved unanimously.</i>	Motion approved
8. Reports	A. Agency Report. Director Mills expressed his thanks to the City of Lynnwood for issuing a Proclamation for National First Responders Day on October 28, 2024, as well as inviting representatives from SNO911 to attend their council meeting. He also shared various reports from the SNO911 team on the recent storm activity. B. New Facility Project Update. An update was included in the packet. C. Radio Replacement Project (RRP). Manager Tucker reported that in early December they are working with Motorola to finalize the cutover date to the new radio system. This date will start the timeclock for communications out to first responders and the user agencies. The other milestone achieved is coverage testing was completed last week. They are reviewing the reports, but the initial information shows that Motorola has exceeded the contracted coverage requirements both on the portable and mobile service areas. There will be plenty of maps and data for first responders to review. D. Police TAC. Nothing additional to report. E. Fire TAC. Meeting was cancelled due to storm aftermath.	

9. Committee Reports	A. Finance Committee. Nothing additional on matters already discussed. Director Mills added that he apologized for cancelling the exit conference. The Auditor's office asked to reschedule. They hope the new date for the exit conference will happen in early December. He added that they have learned the audit is clean and no findings were made. They do expect some feedback on some items, which is always welcomed. B. Personnel Committee. Nothing additional to add. C. Future Facility Committee (no meeting) D. EMS Joint Task Force. Chief DeMarco reported that they have collected the last of the legal comments from the various agencies around the county. Those are being compiled by the attorney creating the Interlocal Agreement. E. Public Safety Tech Committee (PSTC) Director Mills reported that they didn't meet, but they are in the final stages of negotiations with the respondent to the RFP and he hopes to have the contract to the board in December. F. County EESCS Committee (formerly County E911 Office). No meeting. G. County ECSF Program Advisory Board. No meeting.	
10. Good of the Order	• Commissioner Roy Waugh expressed his appreciation to Director Mills and Radio Team Manager Howard Tucker for their excellent presentation on the updated radio system at the Sno-Isle Commissioner's meeting. • Councilmember Jenna Nand reported that there is an organization in Edmonds called the Edmonds Civic Roundtable that is hosting a holiday party. They are specifically inviting those that are a part of the RFA/South County Fire to attend. She is happy to share the information to those interested. • Councilmember Tom Jordal asked if there was any update on the Flock program. Director Mills replied that SNO911 has done a couple of dry runs where some of their staff have stepped in and monitored the Flock system to see what role they could play. Their plan in January is to come forward to the police chiefs with a formally defined pilot project and see if there is support to continue. He added that there are over one hundred Flock cameras deployed, with a total of 270 being planned. These have clear and obvious impacts on crime control. SNO911 is evaluating whether they are able to support their agencies in a meaningful way.	
11. Adjourn	The meeting was adjourned at 9:22 a.m. The next meeting is scheduled for December 19, 2024 at 8:30 a.m., via Zoom.	



Action Proposal Form

Date: December 9, 2024

Title: University of Washington Cooperative Purchasing Agreement

Background / Purpose:

Washington State RCW 39.34 permits local governmental units to enter into agreements with other localities for utilizing already negotiated contracts for purchasing of goods and services. The University of Washington has negotiated a purchasing contract with the Washington Institutes of Higher Public Education that SNO911 would benefit from in the purchase of good and services.

SNO911 believes this pre-negotiated purchasing contract will benefit the agency in providing goods and services at a reduced rate. SNO911 staff would recommend we sign the Intergovernmental Cooperative Purchasing Agreement with the University of Washington.

Reviewed and recommended for approval by the Finance Committee.

Suggested Action/Recommendation:

Authorize approval of the Intergovernmental Cooperative Purchasing Agreement with the University of Washington.

Fund: None

INTERGOVERNMENTAL COOPERATIVE PURCHASING

A G R E E M E N T

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, Snohomish County 911, Everett, Washington and the University of Washington, Seattle, Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both entities.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party agrees to be responsible for any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(7) The Executive Director for Snohomish County 911 and the Procurement Manager for the University of Washington shall be representatives of the entities for carrying out the terms of this Agreement.

(8) This Agreement shall continue in force until canceled by either party, which cancellation may be effective upon receipt by one of the parties of the written notice of cancellation of the other party.

AGREED AND ACCEPTED:

Snohomish County 911

University of Washington

By: _____

By: _____

Name: Kurt D. Mills

Name: Claudia Christensen

Title: Executive Director

Title: Procurement Manager

Date: _____

Date: _____



ACTION PROPOSAL FORM

Date: 12/11/2024

Action Title: Personnel Administrative Policy Revisions

Background / Purpose:

The proposed revisions are a result of new legislation impacting one of our policies and questions from staff that prompted a need to add clarifying language and updates to the policies presented for your review.

PAM 3.2 Recruitment for Vacant Positions – Adding language to identify process for internal recruitments.

PAM 3.6 Separation and Termination – Adding language to clarify health benefits termination guidelines.

PAM 5.6 Health Benefits During Leaves and Post Separation – Adding language to clarify health benefits termination guidelines.

PAM 6.7 Domestic Violence Leave and Privacy Protections – Changes as a result of HB1533 which provides added protections for survivors of domestic violence, stalking, and harassment, as it pertains to personnel records and public records requests. This revision has been reviewed by legal counsel.

Reviewed and recommended for approval by the Personnel Committee.

Recommendation/Motion:

Recommend approval of these revisions to be added to the December Board Meeting consent agenda.

Action Item For		Pending		Follow up	
	Business Unit Manager		Legal Review		Contract to Sign
	Executive Director		H/R Review		Billing Needed
	Finance Director Review		Finance Department Review		Payment Needed PO# \$
	Operations Director		Board Follow Up?		Funds Transfer \$
	Radio Manager		Union or EE Notice		Policy updated in PDMS
	Technology Director		Payroll Action?		Inventory Impact

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

RECRUITMENT FOR VACANT POSITIONS

Issued 5/23/2018 Revised
9/19/2024, 12/11/2024

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.

Internal Appointments: For non-represented positions, Snohomish County 911 may appoint an existing employee to a vacant or reclassified position without seeking applications, when such appointment best serves operational needs. This may occur, for example, to recognize the career development of an incumbent employee, or following a department reorganization that warrants changing the nature of an employee's position without any overall increase in headcount.

Acceptance of Applications: Persons who submit a fully completed application 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 #3.6**

SEPARATION AND TERMINATION

Issued 5/23/2018

Revised 9/11/2024, 12/11/2024

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 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 resign.
- Employees will be notified if their resignation is accepted, and confirm the employee's last day of employment.
- Employees will be invited to participate in an exit interview, which provides for the opportunity to discuss any questions or concerns and to freely express views about working at Snohomish County 911. Employees may request any management or Human Resources representative they wish to conduct the interview.

Involuntary: An involuntary termination of employment is a management-initiated dismissal. Dismissal may be for any reason, including lay-off, 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.~~ Certain types of employee misconduct are so severe that one incident of misconduct 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 work day. Supervisors are to notify the management team immediately when an employee has failed to report to work and make contact. 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 extreme circumstances (such as a medical or natural disaster that prohibited them from reporting to work and/or contacting Snohomish County 911), to the Executive Director.

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. Although not all-inclusive, the following criteria will be used to determine if an employee is eligible for rehire:

- 1) 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) All company property was returned at time of separation
- 3) Separation was not due to dismissal for cause
- 4) Separation was not a result of request to resign in lieu of termination
- 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. 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. The list will be in effect for a maximum of two years from the date of layoff. If during the two years since layoff, the position the employee held becomes vacant, Snohomish County 911 will notify the individual of the vacancy with a seven (7) business day response deadline. -The notification will be mailed to the most current mailing and email addresses on file. -If the affected employee does not respond within the given deadline, the next employee on the list will be contacted. -If a laid off employee is rehired within less than twelve (12) months

from the date of original layoff, they will be eligible for reinstatement of their PTO accrual rate.

EMPLOYMENT VERIFICATION AND REFERENCES

All requests for employment verification and/or references regarding current or previous employees must be referred to the management team or Human Resources.

If requested by a current or previous employee, to provide feedback as a personal reference; the employee is not acknowledged as a spokesperson for Snohomish County 911 and may not share employment related- 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- to reference or employment verification inquiries. -In most cases, employment reference checks will generally include job title, salary, reason for termination, and eligibility for rehire.

FINAL PAY AND HEALTHCARE BENEFITS

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 Staff Policy.

The healthcare benefits of enrolled separating employees will terminate at the end of the calendar month which corresponds with the employee last paid work day.

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 #5.6**

HEALTH BENEFITS DURING LEAVES AND POST SEPARATION

Issued 5/23/2018

Revised 9/11/2024, 12/11/2024

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. Snohomish County 911 will continue to pay the employer's share of the premiums as if the employee had continued to work.

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 7th and the 22nd of the month to the Finance Department.

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.

Failure to Return to Work – If an employee does not return to work following leave and owes any past due premiums, they will be required to reimburse Snohomish County 911 for any premiums paid on the employee's behalf.

BENEFIT COVERAGE GUIDELINES FOR SEPARATING EMPLOYEES

The healthcare benefits of enrolled separating employees will terminate at the end of the calendar month which corresponds with the employee last paid work day.

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 #6.7**

DOMESTIC VIOLENCE LEAVE AND PROTECTIONS

Issued 5/23/2018

Revised 9/19/2024, 12/11/2024

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 for Domestic Violence Leave

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 communicate with the Human Resources Department 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.

Additionally, domestic violence and stalking survivors have privacy protections under HB1355, RCW 42.56.250(1)(i).

Definitions and Guidelines for Privacy Protections for Survivors of Domestic Violence and Stalking

DEFINITIONS:

SURVIVOR – an employee that provides a sworn statement, signed under penalty of perjury and **verified** by the Executive Director or designee; or an employee that submits proof of participation in Survivors of a Confidentiality Program (SOA) provided by courts.

VERIFIED - means that the Executive Director or designee of the employing agency confirmed that the sworn statement identifies the alleged perpetrator or perpetrators by name and, if possible, image or likeness, or that the employee provided a police report, protection order petition, or other documentation of allegations related to the domestic violence, sexual assault or abuse, stalking, or harassment.

QUALIFYING EVENT(S) FOR SURVIVOR PROTECTION:

- Domestic violence as defined in RCW 10.99.020 or 7.105.010,
- Sexual assault as defined in RCW 70.125.030 or
- Sexual abuse as defined in RCW 7.105.010,
- Stalking as described in RCW 9A.46.110 or defined in RCW 7.105.010, OR
- Harassment as described in RCW 9A.46.020 or defined in RCW 7.105.010,

EMPLOYEE PROTECTIONS

Any employee that declares they (or a dependent) are a survivor and provides the required sworn statement or SOA, will be protected from disclosures of their name or other personally identifying information, including but not limited to birthdate, job title, addresses of workstations and locations, work email address, work phone number, bargaining unit, or other similar information maintained by an agency in **personnel-related** records or systems, or responsive to a request for a list of individuals subject to the commercial purpose prohibition under RCW 42.56.070(8).

EMPLOYEE GUIDELINES

Employees must invoke their request for protections as a survivor by providing a sworn statement or provide proof to the employing agency of the employee's participation, or the participation of a dependent, in the address confidentiality program under chapter 40.24 RCW.

What does the survivor have to tell the agency in their sworn statement? Employees should notify the agency as to why they have a reasonable basis to believe that the risk of domestic violence, sexual assault, sexual abuse, stalking, or harassment continues to exist.

A sworn statement must include the survivor's (or dependent's) full name "declare" it is a qualifying event (as noted above) and why the employee has a reasonable basis to believe the risk of domestic violence, sexual assault, sexual abuse, stalking or harassment continues to exist.

How long is the declaration good for? A sworn statement under this subsection expires after two years, but may be subsequently renewed by providing a new sworn statement to the employer.

The material submitted to the agency to qualify is also exempt from release.

(ii) Any documentation maintained by an agency to administer this subsection (1)(i) is exempt from disclosure under this chapter and is confidential and may not be disclosed without consent of the employee who submitted the documentation. Additionally, agencies may provide information to their employees on how to submit a request to anonymize their work email address.

The exemption does not apply to all requesters. Media exception to the exemption is as follows: (iv) The exemption in this subsection (1)(i) does not apply to public records requests from the new media as defined in RCW 5.68.010(5).



Office of the Washington State Auditor

Pat McCarthy

Exit Conference: Snohomish County 911

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

Audit Reports

We will publish the following reports for January 1, 2023 through December 31, 2023:

- Accountability audit – see draft report.
- Financial statement audit – see draft report.

Audit Highlights

From scheduling the audit through conclusion, it was a pleasure to work with Sno911 staff. We would especially like to thank Wade Anderson and Rita Simmons-Owens for their positivity and assistance throughout the audit, for their professionalism, timely responses and effort put into audit which helped us stay efficient.

We would also like to extend our appreciation to Meadow Adams for the assistance and collaborative attitude throughout the audit.

Recommendations not included in the Audit Reports

Exit Items

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or noncompliance with laws or regulations that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

Financial Statement Audit Communication

We would like to bring the following to your attention:

- We did not identify any material misstatements during the audit.
- There were no uncorrected misstatements in the audited financial statements.
- The audit addressed the following risks, which required special consideration:
 - Due to the possibility that management may be able to circumvent certain controls, standards require the auditor to assess the risk of management override.

Finalizing Your Audit

Report Publication

Audit reports are published on our website and distributed via email in a .pdf file. We also offer a subscription service that notifies you by email when audit reports are released or posted to our website. You can sign up for this convenient service at <https://portal.sao.wa.gov/SAOPortal>.

Management Representation Letter

We have included a copy of representations received from management.

Audit Cost

At the entrance conference, we estimated the cost of the audit to be \$31,000. Actual audit costs will be approximately \$1,500 less than our original estimate because of travel savings in performing the audit remotely.

Your Next Scheduled Audit

Your next audit is scheduled to be conducted in fall 2025 and will cover the following general areas:

- Accountability for public resources
- Financial statement

The estimated cost for the next audit based on current rates is \$31,000 inclusive of travel and other expenses as necessary. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal Single Audit requirements. Federal awards can include grants, loans, and non-cash assistance like equipment and supplies.

Working Together to Improve Government

Audit Survey

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally, this team assists with the online filing of your financial statements.

The Center for Government Innovation

The Center for Government Innovation at the Office of the Washington State Auditor offers services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean process improvement, peer-to-peer networking, and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond

to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at Center@sao.wa.gov.

Questions?

Please contact us with any questions about information in this document or related audit reports.

Kelly Collins, CPA, CFE, Director of Local Audit, (564) 999-0807, Kelly.Collins@sao.wa.gov

Wendy Choy, Assistant Director of Local Audit, (425) 502-7067, Wendy.Chov@sao.wa.gov

Kristina Baylor, Program Manager, (425) 951-0290, Kristina.Baylor@sao.wa.gov

Kirk Gadbois, Assistant Audit Manager, (425) 510-0475, Kirk.Gadbois@sao.wa.gov

Irina Frolova, Audit Lead, (425)510- 0495, Irina.Frolova@sao.wa.gov



Office of the Washington State Auditor
Pat McCarthy

Preliminary Draft - Please do not duplicate, distribute, or disclose.

Accountability Audit Report

Snohomish County 911

For the period January 1, 2023 through December 31, 2023

Published (Inserted by OS)

Report No. (Inserted by OS)



Scan to see another great way
we're helping advance
#GoodGovernment



Office of the Washington State Auditor Pat McCarthy

Issue Date – (Inserted by OS)

Board of Directors
Snohomish County 911
Everett, Washington

Report on Accountability

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The Office of the Washington State Auditor takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for Agency operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

Attached is our independent audit report on the Agency's compliance with applicable requirements and safeguarding of public resources for the areas we examined. We appreciate the opportunity to work with your staff and value your cooperation during the audit.

Sincerely,

Signature Here (Please do not remove this line)

Pat McCarthy, State Auditor

Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

TABLE OF CONTENTS

Audit Results..... 4

Related Reports 5

Information about the Agency 6

About the State Auditor's Office..... 7

AUDIT RESULTS

Results in brief

This report describes the overall results and conclusions for the areas we examined. In those selected areas, Agency operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. As a result, no information is provided on the areas that were not examined.

About the audit

This report contains the results of our independent accountability audit of Snohomish County 911 from January 1, 2023 through December 31, 2023.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

This audit was conducted under the authority of RCW 43.09.260, which requires the Office of the Washington State Auditor to examine the financial affairs of all local governments. Our audit involved obtaining evidence about the Agency's use of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters. The procedures performed were based on our assessment of risks in the areas we examined.

Based on our risk assessment for the year ended December 31, 2023, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. We examined the following areas during this audit period:

- Payroll – gross wages, overtime, leave balances and accruals and leave cash outs
- Tracking and monitoring of theft sensitive assets, such as computers, tools and equipment
- Open public meetings – compliance with minutes, meetings and executive session requirements
- Financial condition – reviewing for indications of financial distress

RELATED REPORTS

Financial

Our opinion on the Agency's financial statements is provided in a separate report, which includes the Agency's financial statements. That report is available on our website, <https://portal.sao.wa.gov//ReportSearch>.

INFORMATION ABOUT THE AGENCY

Snohomish County 911 was incorporated on January 1, 2018 pursuant to the merger between Southwest Snohomish County Public Safety Communication Agency (SNOCOM) and Snohomish County Police Staff and Auxiliary Services Center (SNOPAC).

An appointed, 16-member Board of Directors governs the Agency which includes 15 voting members and one non-voting member. The Agency operates under the laws of the State of Washington applicable to a special purpose governmental unit. The Agency provides emergency communication services and all related incidental functions for communicating and dispatching services between the public and responding agencies. Expenditures totaled approximately \$39.5 million in 2023.

Contact information related to this report	
Address:	Snohomish County 911 1121 SE Everett Mall Way Suite 200 Everett, WA 98208
Contact:	Wade Anderson, Director of Finance
Telephone:	(425) 407-3916
Website:	www.sno911.org

Information current as of report publish date.

Audit history

You can find current and past audit reports for Snohomish County 911 at <https://portal.sao.wa.gov//ReportSearch>.

ABOUT THE STATE AUDITOR’S OFFICE

The State Auditor’s Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor’s Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov. Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

Stay connected at sao.wa.gov

- [Find your audit team](#)
- [Request public records](#)
- Search BARS Manuals ([GAAP](#) and [cash](#)), and find [reporting templates](#)
- Learn about our [training workshops](#) and [on-demand videos](#)
- Discover [which governments serve you](#) — enter an address on our map
- Explore public financial data with the [Financial Intelligence Tool](#)

Other ways to stay in touch

- Main telephone:
(564) 999-0950
- Toll-free Citizen Hotline:
(866) 902-3900
- Email:
webmaster@sao.wa.gov



Office of the Washington State Auditor
Pat McCarthy

Preliminary Draft - Please do not duplicate, distribute, or disclose.

Financial Statements Audit Report

Snohomish County 911

For the period January 1, 2023 through December 31, 2023

Published (Inserted by OS)

Report No. 1036188



Scan to see another great way
we're helping advance
#GoodGovernment



**Office of the Washington State Auditor
Pat McCarthy**

Issue Date – (Inserted by OS)

Board of Directors
Snohomish County 911
Everett, Washington

Report on Financial Statements

Please find attached our report on Snohomish County 911's financial statements.

We are issuing this report in order to provide information on the Agency's financial activities and condition.

Sincerely,

Pat McCarthy, State Auditor
Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

TABLE OF CONTENTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*..... 4

Independent Auditor's Report on the Financial Statements..... 7

Financial Section..... 11

About the State Auditor's Office..... 29

INDEPENDENT AUDITOR'S REPORT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Snohomish County 911 January 1, 2023 through December 31, 2023

Board of Directors
Snohomish County 911
Everett, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Snohomish County 911, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Agency's financial statements, and have issued our report thereon dated December 10, 2024.

We issued an unmodified opinion on the fair presentation of the Agency's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Agency using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However,

this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy, State Auditor

Olympia, WA

December 10, 2024

INDEPENDENT AUDITOR'S REPORT

Report on the Audit of the Financial Statements

Snohomish County 911 January 1, 2023 through December 31, 2023

Board of Directors
Snohomish County 911
Everett, Washington

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Unmodified and Adverse Opinions

We have audited the financial statements of Snohomish County 911, as of and for the year ended December 31, 2023, and the related notes to the financial statements, as listed in the financial section of our report.

Unmodified Opinion on the Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the Agency has prepared these financial statements to meet the financial reporting requirements of state law and accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash and investments of Snohomish County 911, and its changes in cash and investments, for the year ended December 31, 2023, on the basis of accounting described in Note 1.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion, they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of Snohomish County 911, as of December 31, 2023, or the changes in financial position or cash flows thereof for the year then ended, because of the significance of the matter discussed below.

Basis for Unmodified and Adverse Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit unmodified and adverse opinions.

Matter Giving Rise to Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. As described in Note 1 of the financial statements, the financial statements are prepared by the Agency in accordance with state law using accounting practices prescribed by the BARS Manual, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the BARS Manual described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Performing an audit in accordance with GAAS and *Government Auditing Standards* includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed;
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Agency's financial statements. The Schedule of Liabilities is presented for purposes of additional analysis, as required by the prescribed BARS manual. This schedule is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other

records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2024 on our consideration of the Agency's internal control over financial reporting and on the tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.



Pat McCarthy, State Auditor

Olympia, WA

December 10, 2024

FINANCIAL SECTION

Snohomish County 911 January 1, 2023 through December 31, 2023

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2023
Notes to the Financial Statements – 2023

SUPPLEMENTARY AND OTHER INFORMATION

Schedule of Liabilities – 2023

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov. Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

Stay connected at sao.wa.gov

- [Find your audit team](#)
- [Request public records](#)
- Search BARS Manuals ([GAAP](#) and [cash](#)), and find [reporting templates](#)
- Learn about our [training workshops](#) and [on-demand videos](#)
- Discover [which governments serve you](#) — enter an address on our map
- Explore public financial data with the [Financial Intelligence Tool](#)

Other ways to stay in touch

- Main telephone:
(564) 999-0950
- Toll-free Citizen Hotline:
(866) 902-3900
- Email:
webmaster@sao.wa.gov



1121 SE Everett Mall Way, #200
Everett, WA 98208
(425) 407-3911

December 10, 2024

Office of the Washington State Auditor
3200 Capitol Blvd
P.O. Box 40031
Olympia, WA 98504-0031

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of Snohomish County 911 for the period from January 1, 2023 through December 31, 2023. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
 - d. Communications from regulatory agencies, government representatives or others concerning possible noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
 - e. Related party relationships and transactions.

- f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.
3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

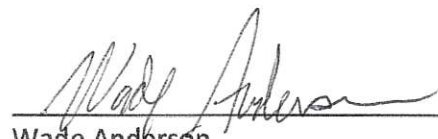
Additional representations related to the financial statements:

10. We acknowledge our responsibility for fair presentation of the financial statements and believe financial statements are fairly presented in accordance with the *Budgeting, Accounting and Reporting Standards Manual* (BARS Manual), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.
11. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
12. The financial statements properly classify all funds and activities.
13. Revenues are appropriately classified by fund and account in accordance with the BARS Manual.

14. Expenses are appropriately classified by fund and account, and allocations have been made on a reasonable basis.
15. Ending cash and investments are properly classified as non-spendable, restricted, committed, assigned, and unassigned.
16. The methods, data and significant assumptions we used in making accounting estimates and related disclosures are appropriate and free from intentional bias.
17. The following have been properly classified, reported and disclosed in the financial statements, as applicable:
 - a. Interfund, internal, and intra-entity activity and balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Joint ventures and other related organizations.
 - d. Guarantees under which the government is contingently liable.
 - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements and other loss contingencies.
18. We have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements. We have also accurately disclosed to you the nature and extent of our consultation with outside attorneys concerning litigation, claims and assessments.
19. We acknowledge our responsibility to include all necessary and applicable disclosures required by the BARS Manual, including:
 - a. Description of the basis of accounting, summary of significant accounting policies and how this differs from Generally Accepted Accounting Principles (GAAP).
 - b. Disclosures similar to those required by GAAP to the extent they are applicable to items reported in the financial statements.
 - c. Any additional disclosures beyond those specifically required by the BARS Manual that may be necessary for the statements to be fairly presented.
20. We acknowledge our responsibility for reporting supplementary information such as the Schedule of Liabilities in accordance with applicable requirements and believe supplementary information is fairly presented, in both form and content in accordance with those requirements.

21. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
22. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to the financial statements taken as a whole.
23. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.


Jon Nehring
Board President
Snohomish County 911


Wade Anderson
Director of Finance
Snohomish County 911



Executive Summary of the SNO911-SCEMSA Service Level Agreement

As part of the work of the EMS Joint Task Force (JTF), Snohomish County 911 (SNO911) has developed a draft Service Level Agreement (SLA) to formalize its partnership with the new EMS organization, Snohomish County EMS Agency (SCEMSA). This agreement outlines the terms for providing dedicated staffing, support services, and facilities to SCEMSA. The SLA reflects SNO911's commitment to transparency by ensuring costs are reimbursed based on actual usage and offering competitive rates for office space at its new headquarters.

Purpose and Scope

This SLA establishes a collaborative framework between SNO911 and SCEMSA, detailing responsibilities related to staffing, resource sharing, financial oversight, and governance. The agreement supports SCEMSA's operational needs while promoting efficiency, accountability, and fiscal transparency.

Key Highlights:

1. **Resource Provision:**
 - **Staffing:** SNO911 will employ and loan dedicated employees, including an Executive Director, to SCEMSA. Staffing costs, including wages and benefits, will be reimbursed monthly based on actual expenditures.
 - **Facilities:** SCEMSA will lease approximately 880 square feet of dedicated office space at SNO911's future headquarters. The lease includes access to shared amenities such as meeting rooms, parking, and break areas, offered at a favorable rate with an annual adjustment.
 - **Support Services:** SNO911 may provide additional services, including fiscal agent duties (e.g., invoicing and payroll), human resources, IT support, support with records management, and general administration. Costs for these services will be billed at fully encumbered rates.
2. **Financial Responsibilities:**
 - SCEMSA will reimburse SNO911 monthly for staffing, facilities, and support services based on documented actual costs. This arrangement ensures ongoing financial oversight by the SCEMSA governing board and facilitates budget transparency.
3. **Governance and Oversight:**
 - SCEMSA retains oversight of the substantive work performed by loaned employees, including conducting performance evaluations. SNO911 ensures compliance with its policies and procedures.
 - Both parties collaborate to align staffing and service needs with budgetary requirements.
4. **Term and Termination:**
 - The SLA is effective through December 31, 2027, with options for renewal. Either party may terminate the agreement with proper notice, subject to specified conditions.

Conclusion

This SLA formalizes the collaborative relationship between SNO911 and SCEMSA, establishing a robust framework for operational and financial support. By clearly defining responsibilities and costs, the agreement ensures accountability and aligns with the shared mission of enhancing public safety and emergency medical services in Snohomish County.

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is entered into by and between Snohomish County 911 ("SNO911") and the Snohomish County EMS Agency ("SCEMSA"), collectively referred to as the "Parties" and individually as a "Party."

A. RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington ("RCW"), the emergency medical service providers in Snohomish County – SNO911, 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, formed SCEMSA as a separate, independent governmental administrative agency, organized under Washington law as a non-profit corporation under chapter 24.06 RCW; and

WHEREAS, under the terms described herein, the Parties desire to enter in an agreement under which SNO911 will provide certain services by employing dedicated employees who will be jointly hired by the Parties and/or assigning non-dedicated SNO911 employees to support the mission of SCEMSA; and

WHEREAS, under the terms described herein, SCEMSA desires to lease dedicated office space within SNO911 and have access to shared facility resources including meeting spaces, training room(s), parking, break room(s), restrooms;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

B. TERMS

- 1. Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which SNO911 will provide certain services, loan staff, and provide office space for use by SCEMSA as provided herein.
- 2. Effective Date.** This Agreement shall become effective on the date it is signed by the last party to execute the Agreement, as indicated by the date associated with their respective signature below ("Effective Date").
- 3. Term and Termination.** The Term shall be from the Effective Date through December 31, 2027 ("Term") and may be renewable upon written agreement of the Parties. From the Effective Date through December 31, 2026, this Agreement may be terminated by either party for cause only, after providing 12 months' advance written notice to the other party specifying the reason for the termination and the date of termination, and giving a reasonable opportunity to cure the identified issue(s). After December 31, 2026, this Agreement may be terminated by either Party without cause upon 12 months' advance written notice to the other Party specifying the date of termination. Upon termination of this Agreement, SCEMSA shall remain liable for payment in accordance with the terms of this Agreement for costs incurred prior to the effective date of termination and for any other amounts required to be paid by SCEMSA pursuant to this Agreement.

4. Loaned Employees. All Loaned Employees shall be at-will employees of SNO911 and subject to its policies and procedures, including disciplinary actions.

4.1 Hiring Loaned Employees. In coordination with a representative of the SCEMSA Board of Directors, SNO911 shall hire the Executive Director (“EMS Director”). The hiring of the EMS Director shall be contingent to confirmation from the SCEMSA Board of Directors. The EMS Director shall inform SNO911 regarding additional employee positions needed by SCEMSA. In coordination with the EMS Director, SNO911 shall hire dedicated employees to fill positions needed by SCEMSA. Such employees, together with the EMS Director, are hereinafter referred to as “Loaned Employees”. All Loaned Employees will be employees of SNO911. SCEMSA shall provide the job description of each Loaned Employee, subject to the approval of SNO911.

4.2 Paying Loaned Employees. SCEMSA and SNO911 shall jointly determine the pay range for each Loaned Employee. This determination shall be made annually, prior to SNO911’s adoption of its budgets. Loaned Employees shall be eligible for the same benefits as SNO911 appointed employees.

4.3 Supervising Loaned Employees. The SCEMSA Board of Directors shall oversee and supervise the substantive work performance of the EMS Director, including conducting performance evaluations. SNO911 shall supervise the EMS Director’s adherence to SNO911’s policies and procedures. The EMS Director shall supervise the substantive work performance of all other Loaned Employees. Both the EMS Director and SNO911 shall supervise Loaned Employees’ adherence to SNO911’s policies and procedures. All Loaned Employees shall be subject to employee trainings as required by SNO911. SNO911 shall promptly notify the EMS Director of any performance deficiencies or misconduct involving Loaned Employees. In cases involving performance deficiencies or misconduct by the EMS Director, SNO911 shall notify the SCEMSA Board of Directors.

4.4 Terminating Loaned Employee. SNO911 reserves the right to terminate any Loaned Employee who is in violation of SNO911 policies and procedures. SCEMSA may direct SNO911 to terminate any Loaned Employee; however, if the termination is directed by SCEMSA, a representative of SCEMSA shall conduct the termination. In the event a Loaned Employee is terminated by either SNO911 or SCEMSA, SCEMSA shall be responsible for any and all costs, wages, or other benefits to which Employee may be entitled (e.g., accrued leave payout) as well as any unemployment compensation payments charged to SNO911.

4.5 Loaned Employee Consent. SNO911’s obligation to provide a Loaned Employee is contingent upon that Loaned Employee first executing and providing to SNO911 an acceptable consent form, which is attached as **Exhibit A**. By obtaining such consent, it is the intent of the Parties to establish that both Parties are the employers for any Loaned Employee for purposes of the Industrial Insurance Act in accordance with the holding of *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174 (1979).

5. **Budget.** SCEMSA shall annually include in its adopted budget sufficient funds to pay all costs related to this Agreement.
6. **Fiscal Agent.** SNO911 agrees to act as the Fiscal Agent for SCEMSA. Within SNO911, the Director of Finance shall oversee the administrative actions and functions associated with serving as Fiscal Agent to SCEMSA. SNO911 staff shall provide SCEMSA standard financial services, including account receivable/payables, revenue receipt, investment of fund(s), expenditure recording, payroll, banking, and audit representation. SNO911 shall ensure compliance with federal and state tax reporting, payment, and withholding requirements, such as income taxes, FICA, Medicare, unemployment taxes, and various premiums (e.g., Paid Family and Medical Leave, Long-Term Care).
7. **Other support services.** SNO911 agrees to provide SCEMSA overhead support including services provided by human resources, legal services, general business administration and information technology and facilities.
8. **License.** SNO911 will provide SCEMSA dedicated workspace within its new headquarters that includes approx. 880 sq. ft of furnished private office, access to central facility resources including break rooms, training room, restrooms, meeting spaces, and dedicated parking for 5 vehicles with guest vehicle parking for trainings and meetings. Monthly license fee is provided at a reduced rate of \$1,000.00 per month and will be billed on a monthly basis ("License Fee"). The License Fee will be increased 3% annually. The License Fee includes of routine facility maintenance and operations resulting from normal use. Costs caused by use of SNO911 facilities beyond normal wear and tear will be charged to SCEMSA in addition to monthly rent.
9. **Agreement to pay costs.**
 - 9.1 **Loaned Employees.** SCEMSA agrees to reimburse SNO911 for all costs incurred as employing Loaned Employees. These costs include wages, benefits, and any other actual expenses borne by SNO911. Reimbursement requests for these employees occur monthly.
 - 9.2 **Services rendered.** SCEMSA agrees to reimburse SNO911 for actual costs based on SNO911'S Services Rendered Rates and Flat Rate Service models. Services Rendered Rates reflect the fully encumbered budgetary cost of delivering each specific service. Flat rates are applied to services that involve a routine and predictable body of work with known quantities and scope. This model may be used when it is more efficient to charge a flat rate instead of itemizing time and costs for each task. Services rendered will be billed on a monthly basis. Rates will be updated on an annual basis. Charges will incur in 15 minute increments.

2025 Services Rendered Hourly Rates	
Technical Director	\$145
Technical Manager	\$127
Technical Support	\$85
Records and Admin Manager	\$111
Records Technician	\$61
Administrative Assistant	\$63

Finance Director	\$138
Finance Generalist	\$83
Deputy Director	\$155
Executive Director	\$180
Human Resources Director	\$138
Human Resources Generalist	\$86

9.3 Supplies, consumables, licenses and other miscellaneous costs. SCEMSA agrees to reimburse SNO911 for actual costs for items including but not limited to: office supplies, SAAS or other software licenses required for the management of dedicated employees, and consumables. SNO911 will account for and invoice these costs on a monthly basis.

9.4 Other Costs. SCEMSA assumes responsibility for the full costs of any materials, supplies, services, and other expenses not provided by SNO911 under this Agreement that are needed or provided by SCEMSA for its operations.

9.5 Payment of Costs. All costs discussed in this Section 10 shall be referred to as "Costs". SNO911 shall bill SCEMSA monthly for all known Costs. SCEMSA shall pay SNO911 within thirty (30) days of date of receipt of the invoice. If SCEMSA fails to pay an invoice within thirty (30) days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower. Additionally, SNO911 reserves the right to require SCEMSA to pay a late fee of \$200 per month until the payment is received.

- 10. Policies.** SCEMSA hereby approves the application of and adopts, for the purposes of this Agreement, SNO911's policies and procedures related to the services to be provided and the employees to be loaned by SNO911 to SCEMSA hereunder. Such policies and procedures include, but are not limited to, personnel, information technology, facilities, and financial. All Loaned Employees shall be subject to SNO911's policies and procedures.
- 11. Cooperation.** Both Parties shall take all reasonably required actions to work with the other Party in a collaborative manner to carry out, monitor, and adapt this Agreement in the best interest of all Parties and the public.
- 12. No third-party beneficiaries.** It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.
- 13. Indemnification.** SCEMSA shall protect, defend, indemnify, and save harmless the SNO911 and its respective officials and employees and member agencies, from any and all claims, arising out of, or in any way resulting from, SCEMSA or SNO911's acts or omissions, including but not limited to claims made on behalf of a current or former Loaned Employee or government agency as a result of any alleged non-compliance by a Party with any applicable law or regulation. Additionally, each

Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

14. Insurance.

14.1 Types and Amounts of Coverage. Both Parties shall carry 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. Both Parties shall also carry a liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of the Loaned 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. Both Parties shall also carry an employment practices liability insurance policy covering all claims arising from the employment process. The limits of liability shall be not less than One Million Dollars (\$1,000,000).

14.2 Insurance policies required to be maintained under this Agreement shall (a) name the other Party, its commissioners, directors, member agencies, 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 Party; and (d) contain an express waiver of any right of subrogation by the insurance company against the other Party and its commissioners, employees, and agents. Insurance policies required to be maintained by SCEMSA under this Agreement shall be written as a primary policy and non-contributory insurance with respect to SNO911, its officers, officials, employees, agents, and insurers.

14.3 Each Party shall provide a certificate of insurance and the additional insured endorsement to the other Party as evidence of coverage upon request. Receipt of such certificate or policy by a Party does not constitute approval by the Party of the terms of such policy.

14.4 By requiring the minimum insurance coverage set forth above, neither Party shall be deemed or construed to have not assessed the risks that may be applicable to the other Party under this Agreement. Each Party shall assess its own risks and, if it deems appropriate or prudent, maintain greater limits or broader coverage. A Party’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of that Party to the coverage provided by such insurance, or otherwise limit the other Party’s recourse to any remedy available at law or in equity.

15. Loaned Employee Work Product. All documents, financial records, computer files, photographs, and other materials produced by the Loaned Employee in connection with the Services rendered under this Agreement shall be the property of SCEMSA and, to the extent possible and in compliance with retention requirements, shall be returned to SCEMSA upon termination of this Agreement.

- 16. Public Records.** SCEMSA shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. SCEMSA shall be responsible for responding to public disclosure requests in accordance with the Washington Public Records Act, chapter 42.56 RCW, except to the extent SNO911 is required by law to provide SCEMSA records in SNO911's control in response to a public records request. SNO911 may provide support services as requested.
- 17. 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.
- 18. 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.
- 19. Nondiscrimination and Fair Employment Practices.** During the performance of this Agreement, neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap, or any other protected status in violation of any applicable law, including but not limited to the Washington State Law Against Discrimination (chapter 49.60 RCW), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), and the Americans with Disabilities Act (42 U.S.C. 12110 et seq.).
- 20. Notices.** Whenever this Agreement provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement. Either Party may update its below notice information by sending notice in writing of such updated information to the other Party.

Notice shall be provided to:

To SCEMSA:

Snohomish County EMS Agency
Attn: Executive Director
PO Box 214
Marysville, WA 98270
sdorsey@snocountyems.org

To SNO911:

Snohomish County 911
Attn: Executive Director
332 SW Everett Mall Way
Everett, WA 982004
kmills@sno911.org

- 21. No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of

any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

22. No Assignment. Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

23. 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.

24. Entire Agreement. The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare. and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

25. Amendment Only in Writing. This Agreement may be amended only by agreement of the Parties in writing.

26. Choice of Law: Venue. This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of Snohomish County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

27. Miscellaneous.

27.1 Attorney's Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

27.2 Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if SCEMSA fails to pay for the services provided by SNO911, SNO911 can cease providing such services until payment is made.

27.3 No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.

28. Severability. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

29. Survival Provisions. The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section 13 – Indemnification

Section 16 – Public Records

Section 26 – Choice of Law; Venue

30. Counterparts. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT IS HEREBY DATED this _____ day of _____, _____.

SNOHOMISH COUNTY 911

SNOHOMISH COUNTY EMS AGENCY

Name

Name

Its

Its

EXHIBIT A

Consent to Loaned Employee Status

The Undersigned is an employee of Snohomish County 911. I understand that Snohomish County EMS Agency (the "SCEMSA") has requested that Snohomish County 911 (the "SNO911") provide an employee to SCEMSA to perform services for the SCEMSA and SNO911 has agreed to provide such an employee to SCEMSA (the "Agreement").

In consideration for the wages and benefits that I will receive from SNO911 as a loaned employee to SCEMSA, I agree to the following:

1. I consent and agree to perform services for SCEMSA as required by SCEMSA (the "Services") in accordance with the Agreement.
2. I understand that SCEMSA will be supervising and directing my performance of the Services while I perform Services for SCEMSA and that I will be deemed to be SCEMSA's employee during that time.
3. I understand that for the Services I provide to SCEMSA, I will receive the same compensation and benefits as I am receiving for my work for SNO911. I further understand that I will receive compensation and benefits from SNO911 and not from SCEMSA.

At any time hereunder, I may withdraw my consent by notifying SNO911, and thereby withdraw myself from being loaned to SCEMSA pursuant to the Agreement.

(Signature)

(Print Name)

(Date)



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: December 16, 2024
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). These amendments have been reviewed and approved by the SNO911 Board and now require formal approval from each Principal's legislative body by **February 28, 2025**, unless this authority has been delegated within your jurisdiction.

Summary of Proposed Changes

1. Expanded Contracting Authority:

The amendments authorize the SNO911 board to enter into contracts for Additional Services with both member agencies and third parties (who serve member agencies). This adjustment supports the collaborative efforts of the SCFCA-SCEMS-SNO911 Joint Task Force.

2. Preparation for Future EMS Partnership:

These changes anticipate the establishment of the Snohomish County EMS Agency (SCEMSA) in early 2025. Once operational, SCEMSA's governing board is expected to negotiate a Service Level Agreement (SLA) with SNO911 for the provision of: dedicated staff, support services (e.g., financial management, HR, and IT), and office space within SNO911's future headquarters.

A redlined version of the ILA reflecting these updates is attached for your review.

Action is requested by your legislative body to approve the changes by February 28, 2025.

If you would like to provide comment to the Board, we welcome your participation. This item is on the agenda for discussion at the Regular Board Meetings on January 16, 2025 and February 13, 2025 at 0830 via the Zoom link below. The SNO911 Board Meets Monthly on the third-Thursday of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

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

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 407-3905.

Possible ILA Changes for Agreement with EMS to Provide Staff

These amendments would require legislative approval of all Principals because it expands “the scope of services provided by Snohomish County 911 beyond the scope of Section 4” and the “Powers of the Governing Board” (Section 18.a. and 18.d.)

Section 3. Definitions

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Participating Agencies~~Principals and Subscribers and third parties that serve one or more Participating Agencies~~ from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 ~~and the other party to the contract a Participating Agency~~ and require Simple Majority Vote approval of the Governing Board; except that an agreement with a non-Participating Agency requires a Supermajority Vote¹. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

Section 4. Snohomish County 911 Services

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

Section 5. Snohomish County 911 Powers

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

¹ We wouldn’t need to add a supermajority vote requirement, but it might make Board Members and their agencies more comfortable with the expanded ability to provide services to parties who are not members of the ILA.



Action Proposal Form

Date: 12/10/2024

Title: Public Safety Software Consultant

Background / Purpose:

As previously discussed and authorized SNO911 has conducted an RFP and negotiated a contract with a vendor who will assist all of Snohomish County Law & Fire evaluate options and alternatives for our existing Tyler Suite of Public Safety Software.

The Board appointed Public Safety Technology Committee (PSTC) will lead this initiative. The Committee has selected National Public Safety Group (NPSG) and planning on an official kick-off meeting 1/29/2025. The NPSG program includes;

- Countywide Needs Assessment,
- Current System Evaluation,
- Market Analysis,
- Cost Benefit Analysis,
- Risk Assessment,
- Final Report.

The goal is for the final report to be completed and presented to the Board 3rd Quarter of 2025. This is a very important initiative requiring strong engagement with all member agencies to provide direction to local leaders for public safety.

Funding will be approved as part of considerations of Capital Plans.

Reviewed and recommended for approval by the Finance Committee.

Requested Action/Recommendation:

Approve agreement with NPSG materially as presented pending final legal review.

Fund: Fund 80, CP-037



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into (the "Effective Date") upon execution of all necessary signatures by and between the Customer Snohomish County 911, 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208 (the "Customer", and National Public Safety Group, LLC, a North Carolina limited liability company, 124 Newington Way, Aberdeen, North Carolina 28315, (the "Consultant" or "NPSG") (Customer and Consultant, individually, a "Party" and, collectively, the "Parties").

RECITALS

- A. The Customer intends to secure professional services more fully described in this Agreement, and on the attached Exhibit A, entitled "Scope of Services".
- B. The Consultant is experienced in the needs assessment, selection, procurement, and implementation of public safety software, hardware, and related systems and offered to provide the Customer and its affiliates with certain consulting services, and the Customer desires to receive the consulting services, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, the Parties hereby agree as follows:

1. Engagement.

- a. Services. The Customer hereby engages the Consultant to perform the Services, as more particularly set forth on Exhibit A (as may be amended or supplemented pursuant to the terms of the Agreement from time to time) (collectively, the "Services"), and the Consultant hereby accepts the engagement and agrees to provide the Services.
- b. Performance of the Services.
 - i. During the Term of the Agreement (as defined in Exhibit C), the Consultant commits to dedicate its best efforts to render the Services, and the Consultant shall work as many hours as may be reasonably necessary to timely render the Services pursuant to this Agreement.
 - ii. The Consultant shall render to the Customer and its affiliates (when applicable) the Services in a timely and professional manner consistent with industry standards applicable in the Consultant's field of work in accordance with this Agreement.
 - iii. The Customer shall make its facilities and equipment available to the Consultant at no cost to Consultant and as reasonably necessary in connection with the Services.

2. Independent Contractor Relationship. The Consultant's relationship with the Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties. The Consultant is not the agent of the Customer or any of its affiliates and is not authorized and shall not

have any authority to make any representation, contract, or commitment on behalf of the Customer or its affiliates, or otherwise bind the Customer or its affiliates in any respect whatsoever. For the avoidance of doubt, Consultant is not authorized to make any representation, contract or commitment on behalf of the Customer or its affiliates for the purchase of Public Safety Software Systems. The Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under this Agreement. The Customer may regularly report amounts paid to the Consultant with the Internal Revenue Service as required by law.

3. Compensation.

- a. Consulting Fees. The Customer shall, in consideration of the performance of the Services, pay the Consultant the sums with the listed terms set forth on Exhibit B (the "Consulting Fees"). Consultant shall be paid, subject to Section 4(b), by the Customer only for completed Services and Services actually rendered that are described herein.
- b. Travel Costs. If applicable, Customer shall pay Consultant for the Travel Costs listed on Exhibit B.
- c. Payment Milestones. See Exhibit C
- d. Late Payments are subject to a 1.5% interest fee per month on the outstanding late balance.
- e. Taxes. The costs outlined in Exhibit B do not include any taxes – local, county, state, or federal. Customer is responsible for paying all taxes, if any, on the services provided by the Consultant. If Consultant is required to pay applicable taxes for the Customer's specific jurisdiction, those will be invoiced to and paid by the Customer. Consultant, however, shall be responsible for its income taxes.

4. Term and Termination.

- a. Term. This Agreement shall commence on the Effective Date and shall terminate pursuant to the timeline in Exhibit C.
- b. Termination. This Agreement may be terminated by mutual agreement. Additionally, Customer reserves the right to terminate this Agreement at any time by sending written notice of termination to Consultant ("Notice"). The Notice shall specify a termination date ("Termination Date") at least sixty (60) days after the date the Notice is issued. The Notice shall be sent and be effective pursuant to Section 10(e). Upon the Notice Date, Consultant shall immediately commence to end the Services in a reasonable and orderly manner. The Consultant shall be paid or reimbursed for all work up to the Termination Date, on a prorated basis for the month cancelled but prior to the Termination Date, that were reasonably necessary to terminate the Services in an orderly manner. Customer does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, Customer may deduct from the final payment due the Consultant any actual expenses or costs arising out of any violations, breaches or non-performance by Consultant in breach of this Agreement.

- c. Effect of Termination. The termination of this Agreement shall in no way affect or impair any right which accrued to either Party prior to the date when such termination became effective. Upon the effective date of any termination of this Agreement, the Consultant shall immediately cease performing the Services, and, in the event of breach by the Customer, the Customer shall pay all the Consulting Fees to the Consultant. The provisions of Section 2, Section 3(b), Section 5, Section 6, Section 7, Section 8, Section 9, and this Section 4(b) shall survive termination of this Agreement.
- d. Extension of Consulting Services. Subject to compliance with applicable law, Customer may request that Consultant provide additional or extended services related to the Services ("Additional Services"), upon which Customer and Consultant shall endeavor to agree upon the terms of (i) an amendment to Exhibit A in order to add the additional or extended services thereto and (ii) an amendment to Exhibit B in order to add the Additional Services thereto (the "Amendments"). The Parties acknowledge and agree that the provision of Additional Services and the compensation therefor shall be subject to negotiation, preparation, and execution of the Amendments, which shall be subject to the sole and exclusive discretion of each of the Parties.
- e. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

5. Confidentiality.

- a. Customer Confidential Information. By virtue of this Agreement, the Consultant will have access to confidential information and materials of the Customer that is provided to the Consultant after the execution of this Agreement and so designated in writing (collectively, the "Customer Confidential Information"). Customer Confidential Information does not include information that (i) is already in the Consultant's possession at the time of disclosure by the Customer, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Consultant, (iii) is obtained by the Consultant from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Consultant. The Consultant shall not use Customer Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Consultant shall not disclose Customer Confidential Information to any third parties except as otherwise permitted hereunder. The Consultant shall maintain Customer Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Consultant shall promptly advise the Customer in writing of any misappropriation or misuse of Customer Confidential Information of which the Consultant becomes aware.
- b. Consultant Confidential Information. By virtue of this Agreement, the Customer will have access to confidential information and materials of the Consultant that is provided to the

Customer after the execution of this Agreement and so designated in writing (collectively, the “Consultant Confidential Information”). Consultant Confidential Information does not include information that (i) is already in the Customer’s possession at the time of disclosure by the Consultant, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Customer, (iii) is obtained by the Customer from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Customer. The Customer shall not use Consultant Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Customer shall not disclose Consultant Confidential Information to any third parties except as otherwise permitted hereunder or as required by law (including but not limited to the Public Records Act of Washington). The Customer shall maintain Consultant Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Customer shall promptly advise the Consultant in writing of any misappropriation or misuse of Consultant Confidential Information of which the Customer becomes aware.

- c. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Consultant from disclosing Customer Confidential Information or the Customer from disclosing Consultant Confidential Information to the extent required by a judicial order or other legal obligation (including but not limited to the Public Records Act of Washington); provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party in writing to allow intervention (and shall cooperate with the Party from which disclosure is sought) to contest or minimize the scope of the disclosure (including application for a protective order) and shall provide such notice prior to making any disclosure. Further, Each Party may disclose the terms and conditions of this Agreement (i) in confidence, to legal counsel, (ii) in confidence, to accountants, and (iii) in connection with the enforcement of this Agreement or any rights hereunder.

6. Warranties.

- a. Authority. Each Party represents, warrants, and covenants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consent or approval not yet obtained.
- b. No Implied Warranties. The Customer agrees that (i) the Consultant is not the manufacturer, distributor, or developer of any of the products or services subject to the Services (collectively, the “Third-Party Products”), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer, distributor, or developer thereof and not the Consultant, and (iii) the Consultant bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONSULTANT HEREUNDER. THE CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
8. Indemnification.
- a. Consultant. The Consultant shall indemnify, defend, and hold the Customer, its officers, its members, and its employees harmless from and against any and all Indemnifiable Losses incurred or suffered by the Customer to the extent arising out of or resulting from the breach by the Consultant of this Agreement or the negligence, gross negligence or willful misconduct of the Consultant in its performance under this Agreement, except to the extent caused by Customer's simple or gross negligence. The Customer shall, in the event of a claim for indemnification under this Section 8(a), provide the Consultant with all reasonable information and assistance to settle or defend the claim, and the Consultant shall not, without the prior written approval of the Customer, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement with respect to any claim for indemnification under this Section 8(a) (i) if the judgment or settlement does not include, as an unconditional term thereof, a release from all liability in respect to the claim to the Customer and its members and employees or (ii) if, as a result thereof, injunctive or other equitable relief would be imposed against the Customer or any of its members or employees or if the judgment or settlement could reasonably be anticipated to materially and adversely affect the business, operations or assets of the Customer or any of its members or employees.
 - b. Customer. The Customer shall indemnify, defend, and hold the Consultant and its officers, and employees harmless from and against any and all Indemnifiable Losses incurred or suffered by the Consultant to the extent arising out of or resulting from the breach by the Customer of this Agreement or the negligence, gross negligence or willful misconduct of the Customer in its performance under this Agreement, except to the extent caused by Consultant's simple or gross negligence. The Consultant shall, in the event of a claim for indemnification under this Section 8(b), provide the Customer with all reasonable information and assistance to settle or defend the claim, and the Customer shall not, without the prior written approval of the Consultant, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement with respect to any claim for indemnification under this Section 8(b) (i) if the judgment or settlement does not include, as an unconditional term thereof, a release from all liability in respect to the claim to the Consultant and its members, managers, and employees or (ii) if, as a result thereof, injunctive or other equitable relief would be imposed against the Consultant or any of its members, managers or employees or if the judgment or settlement could reasonably be anticipated to materially and adversely affect the business, operations or assets of the Consultant or any of and its members, managers or employees.
 - c. Indemnifiable Losses. "Indemnifiable Losses" means all costs and expenses paid or payable in settlement in connection with a claim subject to indemnification under this Section 8.
9. Insurance. The Consultant will maintain general liability insurance in the amounts shown in Exhibit D of this agreement.

10. Miscellaneous.

- a. Entire Agreement; Waiver; Amendment. This Agreement, including any appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior agreements or undertakings with respect to the subject matter hereof, both written and oral. No delay or failure on the part of any Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Party against which or whom enforcement is sought, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. If, moreover, any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- c. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Washington, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. Each Party hereby (i) irrevocably submits and consents to the exclusive jurisdiction and venue of the United States District Court for the Western District of Washington, as well as all respective appellate courts therefrom, (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to this Agreement, (ii) consents to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waives any objection and defense to the exercise of personal jurisdiction or venue, (iii) covenants that it will not commence any action, suit or proceeding arising out of or relating to this Agreement except in the Courts, and (iv) agrees that any action brought in contravention of this Section 11(c) is subject to dismissal at any time and at any stage of the action, suit or proceeding, and no action taken by the other Party in defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal and a Party bringing an action in contravention of this in contravention of this Section 11(c) shall be liable to the other Party for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the Courts. No provision of this Section 11(c) shall be construed, however, to affect the right of any Party to enforce a judgment rendered by the Courts in any other jurisdiction.



- d. Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.
- e. Notices. Any notice required or permitted to be given hereunder shall be in writing and given by (a) personal delivery, (b) overnight delivery by a nationally recognized courier (e.g., FedEx or UPS) to the address hereinabove set forth for the recipient, (c) by certified or registered mail, return receipt requested, by the United States Postal Service to the address set forth herein for the recipient or (d) by e-mail so long as a hard copy of any such notice sent by email has also been sent to the intended recipient via one of the methods listed in items (a) through (c) above. Any notice given set forth shall be deemed given upon the earlier of actual receipt or refusal of receipt. In the case of email notice, notice is deemed given (i) if sent prior to 5:00 pm eastern time, on the date sent, and (ii) if sent after 5:00 pm, on the next calendar day. The address set forth herein may be changed as to any Party upon at least ten (10) days prior notice thereof to the other Party. The addresses hereinabove set forth may be changed as to any Party upon at least ten (10) days prior notice thereof to the other Parties.

Notices to the Customer shall be sent to the following address:

Snohomish County 911
Attn: Kurt Mills
1121 SE Everett Mall Way, Suite 200
Everett, WA 98208
kmills@sno911.org

Notices to the Consultant shall be sent to the following address:

National Public Safety Group
ATTN: Buck Mims
124 Newington Way
Aberdeen, NC
bmims@nationalpsgroup.com

- f. Construction. This Agreement was negotiated by the Parties and is to be deemed to have been prepared jointly by the Parties after arms-length negotiations. Any rule of construing language against the drafting party shall not apply.
- g. Exhibits. All Exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement (it being understood that all Parties need not sign the same counterpart). This Agreement, to the extent signed and delivered or countersigned and returned by means of a facsimile machine or other or electronic reproductive image of a manual signature, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

- i. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person or entity, other than the Parties hereto, any right, remedy, or claim under or in respect to this Agreement or any provision hereof.
- j. Headings. The section headings throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- k. Piggybacking. To the extent allowed by applicable law, any public procurement unit, within or without the Customer's state, which is permitted to purchase services and products under the terms of a contract entered into by another awarding or sponsoring public procurement unit ("Piggybacking") may do so subject to the terms of this Section 10(k). The Parties shall permit other public procurement units to Piggyback on this Agreement for the purchase of the services and products provided hereunder; provided, however, that, notwithstanding any other provision of this Agreement or otherwise, any agreement that relies on Piggybacking of this Agreement shall (a) be subject to acceptance by Consultant in its sole and absolute discretion, (b) be subject to the execution and delivery of all applicable contracts on terms and conditions acceptable to Consultant in its sole and absolute discretion, and (c) include a provision under which the customer thereunder shall defend, indemnify and hold Consultant harmless from all claims, demands, expenses, and causes of actions, of every kind, arising out of, or in any way connected to, directly or indirectly, the use of this Agreement, except as caused by Consultant's sole or gross negligence.
- l. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.



IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Optional, only if needed:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

National Public Safety Group, LLC

Signature: _____

Name: Buck Mims

Title: Chief Executive Officer

Date: _____

Exhibit A
Scope of Work

NPSG will assist the Customer with their public safety software project, which will include:

- Computer Aided Dispatch (CAD)
- Fire Records Management System (FRMS)
- Patient Care Reporting (PCR)
- Law Enforcement Records Management System (LERMS)
- Jail Management System (JMS)
- Mobile Data System (MDS)
- Mobile Field Reporting (MFR)

NPSG will provide the agreed upon services for the following agencies:

- Snohomish County 911 in coordination with its member agencies
 - Primary agency

NPSG will provide these services for the term of the Agreement, which is defined in Exhibit C.

NPSG Phase I

Needs Assessment

The NPSG team will perform a thorough Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and note vision and objectives of the Public Safety Technology Committee
- Review and take notes from any existing strategic plans that may be in place
- Review existing system data integrations and interfaces
- Identify the agency's Project Team
- Identify the time goals/deadlines of your specific project
- Provide a project schedule in Basecamp for the Needs Assessment, Selection, and potential Procurement phases
- Set up and lead bi-weekly calls throughout the Needs Assessment to ensure assigned tasks on both sides are being completed
- Interview Snohomish 911 and its member agency project team members in a methodical and systematic manner to identify workflows, software needs, issues, and processes
- Create a technical matrix that is used if an RFP is developed, statement of work, and agreement
- In preparation for a possible Selection process, we build the following in the Needs Assessment process:
 - Demo scripts for post RFP demonstrations
 - Build the scoring criteria for the demonstrations and site visits
- Create a Needs Assessment document that is to be used once to potentially renegotiate with existing or different public safety software provider. This document is a discovery document to assist the provider implement their solution. It includes information on interfaces, conversion and data retention

requirements, workflows, approval processes, the respective contact people involved, and other logistical data that can ensure the projects start efficiently and effectively.

Snohomish 911 will be responsible for the following:

- Coordinating which members from which agencies will participate in onsite discovery sessions with NPSG.
- Ensure all needed personnel from each partner agency participate in discovery sessions in a timely manner to perform the tasks required to complete this project
- Providing meeting locations for onsite discovery sessions with NPSG (NPSG will run concurrent sessions with application SME's (e.g., CAD/Mobile, RMS, JMS, IT, Fire RMS).
- Provide a list of contacts from the agencies for the Governance Committee and contacts to be included in communications (e.g., Basecamp and Slack).
- Review Needs Assessment and Matrix documents for edits (for final submission by NPSG)

Current System Evaluation – Assess capabilities, scalability, supportability

National Public Safety Group will perform this analysis including services such as:

- Catalog all existing applications and systems in use.
- Identify technology gaps from current applications to operational needs moving forward.
- Identify gaps in the current software and configurations that may enhance the solutions.
- Gather ideas for new features and enhancements from SMEs and end users.
- Document the technology stack used (e.g., languages, frameworks, infrastructure).
- Examine how well the software integrates with other systems in use
- Work with SNO911, current vendor, and cloud provider to evaluate moving from the on-premise current environment to a cloud environment

Snohomish 911 will be responsible for the following:

- Provide a list of current and desired interfaces on a form provided by NPSG
- Provide agency logistics on a form provided by NPSG (e.g., agency information, call volume, number of users for each application, etc.).
- Ensure all needed personnel from each partner agency participates in discovery sessions in a timely manner to perform the tasks required to complete this project
 - As an example, this will require time reviewing system setup and workflows, sessions to determine gaps in needs versus functionality, etc.

Market Analysis and Industry Trends – Including potential site visits and/or large national conference vendor attendance for PSTC.

National Public Safety Group will perform this analysis including services such as:

- Examine cutting-edge technologies (such as artificial intelligence (AI), machine learning, and cloud solutions) that may improve operations.
- Provide a high-level vendor comparison for potential vendors per application to include:
 - Logistics of each provider such as number of employees, applications provided, if cloud, on premise, or both, financial information as is available, etc.
 - Pros/Cons of each provider
- Attempt to obtain development roadmap from the vendors to see the direction of their software and what is “up and coming”, and when.
- Compare your applications’ capabilities with those of industry leaders or competitors pertinent to your project
- Research long-term trends in the public safety market.
- Investigate vendor longevity in the market (for each application), acquisitions, etc.
- Provide standard interfaces per vendor as is available
- In considering any new technology that would integrate with core technologies such as CAD, RMS, and JMS, evaluate if they can exist in an acceptable tightly integrated manner.
 - Example: RapidSOS: Could it be integrated to show RapidSOS map data in the CAD map, or would the user be required to switch between application?

Snohomish 911 will be responsible for the following:

- Document and/or provide input from the Snohomish County staff on their own personal interactions with the vendor community from past conferences, vendor user conferences, previous jobs at agencies, industry forums, etc as well as conferences attended during this process.
- Provide list of agencies in Washington that have other potential vendor solutions for NPSG to research and interview.
- Ensure all needed personnel from each partner agency participates in discovery sessions in a timely manner to perform the tasks required to complete this project

Cost – Benefit Analysis – Analysis comparing current vendor with potential alternatives, direct & indirect costs, implementation timelines, cloud/on-premise, and cost-of-ownership

National Public Safety Group will perform this analysis including analyzing items such as:

- What is the costs/benefits of remaining with the current vendor (including annual maintenance fees), as opposed to procuring and implementing another set of applications?
 - Evaluate approximate 10-year (or more) cost of ownership
 - Includes comparison of costs for on premise vs cloud
- Scalability of potential vendors
- Risks associated with switching to a new vendor, such as possible incompatibility with current systems, unexpected expenses, and operational interruption.
- Pros/Cons of staying with current software provider
 - For individual or all applications currently being utilized

- What could be negotiated with current vendor to improve the current situation
- Consider options of some disciplines remaining with current vendor and others changing
- Analyze resources that would be needed for a new project – time, money, and people

Snohomish 911 will be responsible for the following:

- Supply financial information of Tyler costs associated with maintenance, enhancements, additional services and other expenditures. Include indirect costs like internal support of the applications by staff, time spent with Tyler support, training new employees, etc.
- Provide data needed for NPSG to estimate Cost Proposals from vendors. Information to include numbers of CAD positions, RMS, JMS, and Mobile users, head count of end users for training present and future.
- Assess current hardware and network infrastructure to determine costs of replacing older equipment for either an on premise or cloud solution.
- Ensure all needed personnel from each partner agency participates in discovery sessions in a timely manner to perform the tasks required to complete this project

Risk Assessment – Evaluate risks associated with retaining current vendor vs. new vendor, including service delivery, data migration, etc.

National Public Safety Group will perform this assessment including services such as:

- Evaluate staying with current vendor vs. procuring new vendor(s) – Part of the Cost-Benefit analysis will be included.
 - This includes setting up and managing meetings with current provider to have onsite presentation of their approach to convert Snohomish 911's system to the cloud.
 - The presentation will include:
 - Pros and cons of on premise versus cloud
 - Detailed implementation roadmap
 - GIS Considerations
 - Proposal presentation
 - NPSG Evaluation of approach, benefits, risks, and cost assessment
 - Appraise different applications for potential best of breed approach
 - Best solution by application benefits versus what is lost without having a fully integrated suite of products
 - Can interfaces fill the need between disparate application?
 - Data conversion risks with acquiring new solutions
 - What to convert, what not to convert, impact of not having all converted, searchability of non-converted applications for intelligence needs
 - Assess potential security risks for on-premise, cloud, or hybrid platforms
 - Risk of all agencies involved not investing proper resources for a successful project for approximately 43 agencies.

Snohomish 911 will be responsible for the following:

- Identify and document a list of features, functionalities, and other benefits that Tyler's solutions currently provide the County and other agencies, so we can compare it to other possible replacement vendors. NSPG can provide sample Requirements Matrices that Tyler has answered in other RPFs to assist in collecting this information.
- Create a Stakeholder committee made up of management representing the other agencies for internal and external communications with NPSG. Management staff are needed since they have a holistic viewpoint of the effects of a change of solutions providers.
- Ensure all needed personnel from each partner agency participates in discovery sessions in a timely manner to perform the tasks required to complete this project

Final Report and Recommendation – Comprehensive final report summarizing findings, conclusions and recommendations, supported by data and analysis. Include a final presentation to the Board of Directors.

- National Public Safety Group will provide a complete report, compiling all the above information into a final report to include:
 - Final Summary of findings
 - Conclusions agreed upon by SNO911
 - Recommendations from NPSG

Snohomish 911 will be responsible for the following:

- Identify KPIs representing measurable objectives of the replacement project to compare the final outcomes of the report to those original criteria and goals.
- Give guidance at different checkpoints to ensure the report covers the necessary topics for the report.
- Provide input on drafts of the report prior to the release of the final summary report document.

The rest of this page intentionally left blank.

Exhibit B
Cost Proposal



National Public Safety Group Proposal

Proposal Services for: *Consulting Project for Phase I*

Proposal for: **Snohomish County 911**
Contact: **Tiffani Brown** **Date:** 9/29/2024
Administrative Assistant **Valid:** 3/28/2025
Division:
Email: **tbrown@sno911.org** **Phone:** 425.407.3999
NPSG Contact: **Dennis Vrooman** **Email:** **dvrooman@nationalpsgroup.com**

Item	Length of Project	Total
Needs Assessment		\$158,103
Current System Evaluation		\$52,701
Market Analysis and Industry Trends		\$13,175
Cost-Benefit Analysis		\$10,540
Risk Assessment		\$10,540
Planning and Timeline		\$5,270
Final Report and Recommendation		\$13,175
Total Consulting Services:		\$263,506

Item	Total
Consulting as a Service	NA
Travel	\$25,963
Total Cost: \$289,469	

NOTES

This document should not be shared unless the proper FOIA laws have been met.

This proposal includes services for this project for this many months after effective date:

10

A \$3,500 Legal Fee is added for agencies using their own PSA

See full agreement for all terms and conditions

Optional CaaS: Ongoing annual support after sign off by NPSG for technical, account, & invoicing items: \$115,487

The following number of trips are included in the above travel.

***Up to this many days onsite**

Needs Assessment	15
------------------	----

**** Does not include travel days***

Exhibit C
Payment Terms

 Payment terms						
Month	Milestone	Begin/End	Percentage	Unit Cost	Payment	Paid to Date
	* Projected Project Length:	10				
1	Effective Date	Begin	25%	\$289,469	\$72,367.19	\$72,367
2	Monthly payment		8%	\$289,469	\$24,122.40	\$96,490
3	Monthly payment		8%	\$289,469	\$24,122.40	\$120,612
4	Monthly payment		8%	\$289,469	\$24,122.40	\$144,734
5	Monthly payment		8%	\$289,469	\$24,122.40	\$168,857
6	Monthly payment		8%	\$289,469	\$24,122.40	\$192,979
7	Monthly payment		8%	\$289,469	\$24,122.40	\$217,102
8	Monthly payment		8%	\$289,469	\$24,122.40	\$241,224
9	Monthly payment		8%	\$289,469	\$24,122.40	\$265,346
10	Monthly payment		8%	\$289,469	\$24,122.40	\$289,469
			Total Payments:		\$289,468.74	

*Projected project length is listed above and below. We do not quote projects based on hours, but on other criteria, such as number of agencies, users, products, etc. We will continue to provide project services for the below number of months.

Our goal is to provide your agency with a successful project on time and within budget.

Term of the Agreement

This is a fixed-fee agreement paid over monthly payments for up to: **10 months.**

If project is completed before the projected time, the balance of unpaid payments will be due and invoiced for payment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Little Insurance PO Box 629 SOUTHERN PINES NC 28388		CONTACT NAME: Kenneth Little PHONE (A/C, No, Ext): (910) 692-6881 E-MAIL ADDRESS: littlek70@aol.com FAX (A/C, No): (910) 692-1863	
INSURED National Public Safety Group, LLC 124 Newington Way Aberdeen NC 28315		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE ASSURANCE CO INSURER B: SELECTIVE INSURANCE INSURER C: LLOYD'S OF LONDON INSURER D: INSURER E: INSURER F:	
		NAIC # 10723 19259 AA112	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary and Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	ACP CG013059354982	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACPCG013059354982	06/15/2024	06/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 9070375	07/11/2024	07/11/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Professional Liability			W2DA39229201	01/01/2024	01/01/2025	Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Snohomish County 911 is considered an Additional Insured under the General Liability Policy.

Primary and Non-Contributory-Other Insurance Condition applies to the General Liability Policy. Waiver of Subrogation applies under both the General Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

Snohomish County 911 1121 SE Everett Mall Way, Suite 200 Everett WA 98208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kenneth Little



Action Proposal Form

Date: 12/10/2024

Title: Fund 80 & Fund 85 Capital Plans

Background / Purpose:

Each year in December the Board considers the following year's capital plans. There are different funding streams and for ease of delineation there are two plans, 80 for general agency needs and 85 that funds radio specific. Although the plans look out into future years, the Board is only approving expenditures for 2025.

Reviewed and recommended for approval by the Finance Committee.

Requested Action/Recommendation:

Approval of Fund 80 & Fund 85 Capital Plans for 2025.

Fund: 80 & 85

2025 CP80

20231204			UPDATED Through: 12/5/2024			Approval Request	Finance Committee Packet 12/10/2024													
Project #	Project Name	Description	Note: 2025	2024	YTD-2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
CP-001	Integrated Public Safety (PS) Suite	Funding for system improvements, interfaces, training, consultation, design and other work related to the Core Integrated Software Suite.	Funds for potential CAD/RMS upgrades, interfaces and systems	\$ 257,836	\$ 27,199	\$ 250,000	\$ 262,500	\$ 275,625	\$ 289,406	\$ 303,877	\$ 319,070	\$ 335,024	\$ 351,775	\$ 369,364	\$ 387,832	\$ 407,224	\$ 427,585	\$ 448,964	\$ 471,412	\$ 494,983
CP-002	Integrated PS Suite Hardware	Funding for scheduled replacements of servers and related hardware including related software licenses.	Carryover Continuation Funds: for NWS Host and Storage Replacement Will order Q4 but my need to carryover for 2025 to pay invoice	\$ 717,000	\$ 557,232	\$ 197,350				\$ 897,000					\$ 1,120,000					
CP-003	Integrated PS Suite Replicated Systems	Funding for scheduled replacement and upgrades to the replicated servers used by agencies and interfaces.								\$ 37,500				\$ 47,000					\$ 59,000	
CP-004	Integrated PS Suite Virtual Systems	Funding to add and upgrade hardware and licensing for virtualized environments used by agencies and SNO911.	Refresh: VPAC Host and Storage Replacement 2025 Q4			\$ 375,000					\$ 470,000					\$ 590,000				
CP-005	Critical Systems Servers & Software	Funding for replacements and upgrades of critical system hardware, servers and software licenses.		\$ 34,000	\$ 16,868				\$ 40,800	\$ 12,000	\$ 125,000		\$ 48,960	\$ 14,400		\$ 15,700	\$ 58,752	\$ 17,280		
CP-006	Critical & Business Systems Network	Funding for replacements and upgrades of critical systems network switches and infrastructure.	Carryover Continuation Funds: Funds to purchases fiber and network patch cables for the New Facility. This includes cables for the datacenter, end-user desks, dispatch consoles, agency printers, server room and all the network IDFs.	\$ 1,150,000	\$ 998,190	\$ 50,000				\$ 440,000		\$ 981,536			\$ 550,000				\$ 1,325,000	
CP-007	Radio & 911, NE Logging Recorder	Funding for scheduled replacement and upgrades to voice logging recorder.						\$ 275,000					\$ 302,500					\$ 332,750		
CP-008	ECC CRAC (Computer room AC)	Funding for scheduled replacements and upgrades to server room CRAC units.	Rescheduled: South Campus CRAC unit Replacement out to 2026.				\$ 250,000								\$ 325,000					
CP-009	ECC Back-Up Power Core Systems	Funding for replacements, upgrades, updates of ECC power systems including; UPS, generators, switches, circuits, systems and services.	Rescheduled: South Campus Generator Replacement out to 2026. Will want to replace the transfer switch also.				\$ 375,000									\$ 300,000				
CP-010	ECC UPS Battery Replacement	Funding for scheduled UPS battery replacements.	Funding available if there is a serious battery failure, otherwise we're moving into new facility and won't need to.	\$ 50,000		\$ 50,000		\$ 52,500		\$ 55,125		\$ 57,881		\$ 60,775		\$ 63,814		\$ 67,005		
CP-011	ECC FSA Core Systems	Funding for scheduled replacements and upgrades of core fire station alerting SNO911 servers and hardware.					\$ 300,000													
CP-012	ECC CAD Workstation Hardware	Funding to replace ECC workstation CAD Computers and related hardware and software.	Carryover Continuation Funds: Add funds for additional ECC Equip hardware and software; Black Blox Invoice (2025)	\$ 140,000	\$ 123,538	\$ 62,462				\$ 155,000					\$ 193,750					
CP-013	ECC 911 (Telephony) Workstation Hardware	Funding to replace ECC 911 Phone workstation PCs and related systems and equipment.	General: Add funds for additional Equip hardware	\$ 330,000	\$ 26,296	\$ 50,000														
CP-014	ECC Workstation Hardware (Misc.)	Funding to replace other ECC equipment including monitors, keyboards, mice, and Resource Computers	Continue: Phase II - Dispatch Monitor Refresh. Will order most monitors in Q4 but will pay invoice 2025	\$ 214,000	\$ 134,637	\$ 80,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 155,000	\$ 106,250	\$ 5,000	\$ 5,000	\$ 5,000	\$ 193,750	\$ 132,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CP-015	ECC Furniture Workstation	Funding for replacement, upgrade, updates of specialized ECC Workstations and 24 hour chairs	Continuation: Down payment was made in 2024, final payment will be due in 2025.	\$ 1,000,000	\$ 321,514	\$ 678,486		\$ 35,000		\$ 40,000						\$ 1,000,000				
CP-016	Business Workstation Hardware (Misc.)	Funding to replace other Business equipment including monitors, keyboards, mice, and Computers.	Carryover Funds: Added \$75K, Admin Monitors and rescheduled: Admin PC replaments. CTO Laptops (6), Desk UPS \$25K	\$ 40,000	\$ 19,390	\$ 121,000		\$ 55,000			\$ 42,000		\$ 69,000			\$ 43,000		\$ 86,000		
CP-017	Business Servers/Data Storage	Funding to replace Non-ECC servers and related systems such as Email, File, HR, Finance, Print and other business and routine agency servers, storage and other systems. Periodic replacement of storage and related systems	Carryover Funds: Additional Business Equip	\$ 64,017		\$ 64,017			\$ 406,000					\$ 507,000						
CP-018	Backup & Storage Systems	Funding for scheduled replacements and upgrades of back-up and related data storage.	Rescheduled: Replacement of the back-up system hardware and software.(Immutable backup feature to address ransomware attacks) (Oct 2025)			\$ 200,000				\$ 162,500			\$ 75,000		\$ 203,125			\$ 85,000		
CP-019	Business Office Phone System	Periodic replacements and upgrades to business phone system (Non-911).	Carryover Fund: Add funds for additional paging /phones Equip hardware in new facility.	\$ 90,000	\$ 5,369	\$ 75,000								\$ 85,000						
CP-020	Backup CAD System (CAD-Lite)	Updates and improvements to CAD-Lite and related systems.	General: Add funding for additional CADlite development to fulfill agency needs			\$ 10,000		\$ 15,000			\$ 17,000		\$ 18,000		\$ 19,000		\$ 20,000			
CP-021	Facility Security and Safety	Funding to support facility security systems, access control, cameras and related items.	General: Add funding for additional development for agency work spaces.			\$ 10,000					\$ 250,000					\$ 275,000				
CP-022	Audio Visual Improvements	Funding to support improvements to AV systems.	Carryover Continuation Fund: for additional development for agency work spaces.	\$ 65,000	\$ 12,074	\$ 52,926						\$ 85,000								
CP-023	Agency Website & Related	Periodic refreshing of agency website and web-capabilities.	Carryover Funds: Additional SNO911 website enhancements	\$ 37,825		\$ 37,825				\$ 65,000						\$ 65,000				
CP-024	Business Fixtures, Furniture, Eqp and Appliances	Periodic replacements and additions of appliances, business furniture and eqp.	General: Add funding for additional signage, furniture or equipment if we missed anything.	\$ 20,000	\$ 19,892	\$ 12,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CP-025	Online Citizen Reporting	Funding to support improvements to the Online Citizen Reporting System.		\$ 20,000																
CP-026	Advanced Authentication and System Security Improvements including security vulnerability testing.	Upgrades and improvements to security systems and user security including preparation for regulatory and best practice security practices including security vulnerability testing.	New: the buildout of Zero Trust (2-factor) for New Facility and South campus. Add Security Vulnerability Solution	\$ 60,000	\$ 58,412	\$ 60,000	\$ 80,000							\$ 20,000				\$ 20,000		
CP-027	Community Crime Map Replacement	If necessary due to changes with existing provider will support replacement of community crime map.																		
CP-028	Remote 911 Call Processing Initiative	Funding to support initiative that supports remote 911 call-taking (from home or other locations).	Carryover Continuation Funds: Remote 911 Call-Taking Equipment and adding 8 Kits	\$ 25,000	\$ 3,516	\$ 21,484														
CP-029	Critical System Cloud Hosting Initiative	Funding to support exploration of hosting critical systems in secure cloud.																		
CP-030	Learning Management System Initiative	Funding to support deployment of an LMS to improve effectiveness of dispatchers and other staff training.		\$ 17,535																
CP-032	Managed Laptop Program	Managed Laptop program for participating agencies. Funding supports 5-yr replacement as eqp ages out. Adding new agencies on hold.	General: Manage Laptop Replacements (36 plus 10 additional) \$6K/per Laptop	\$ 600,000	\$ 395,857	\$ 276,000	\$ 240,000	\$ 306,000												81

CP-036	AI (Artificial intelligence) System Initiative	Funding to support the deployment of AI (Artificial intelligence) technology to improve effectiveness and efficiencies throughout the Agency.	Add funding for possible evaluation of AI software for internal testing.	\$ 50,000	\$ 31,998	\$ 15,000																
CP-037	Integrated Public Safety (PS) Suite Replacement Options Initiative	Starting to investigate possible options for an Integrated Public Safety (PS) Suite Replacment	Consultant and site visits/conference attendance for PSTC.	\$ 250,000	\$ 6,156	\$ 310,000																
CP-038	Business Software Solutions	Funding for software solutions to improve Agency work functions and process efficiencies	Evaluating new inventory management, procurement, secure faxing solutions.			\$ 150,000																
CP-039	911 Communications Vehicle	Funding to support a vehicle that provides emergency communications and additional technologies that could help/assist in extraordinary situations or events.	Replacement for the 2014 Suburban and add remote sat/RIOP comms ability.			\$ 160,000					\$ 175,000					\$ 200,000						
				Beginning Balance	\$ 7,024,455	\$ 7,024,455	\$ 6,448,382	\$ 3,326,582	\$ 2,068,169	\$ 1,316,086	\$ 855,524	\$ (1,172,551)	\$ (2,366,949)	\$ (3,505,722)	\$ (4,033,755)	\$ (4,782,732)	\$ (7,397,399)	\$ (10,092,207)	\$ (10,186,517)	\$ (10,810,389)	\$ (12,210,517)	
				Planned Expenditures	\$ (5,232,213)	\$ (2,758,138)	\$ (3,368,550)	\$ (1,517,500)	\$ (1,024,125)	\$ (746,206)	\$ (2,328,002)	\$ (1,509,320)	\$ (1,469,441)	\$ (875,235)	\$ (1,113,539)	\$ (2,997,457)	\$ (3,096,738)	\$ (516,337)	\$ (1,066,999)	\$ (1,865,412)	\$ (504,983)	
				Managed Laptop Reimburse	\$ 235,000		\$ 246,750	\$ 259,088	\$ 272,042	\$ 285,644	\$ 299,926	\$ 314,922	\$ 330,669	\$ 347,202	\$ 364,562	\$ 382,790	\$ 401,930	\$ 422,026	\$ 443,128	\$ 465,284	\$ 488,548	
				New Funding (BOD Fund Transfers)		\$ 2,176,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				PY Carry Over Funding & Interest	\$ 8,000	\$ 5,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Ending Balance	\$2,035,242	\$6,448,382	\$ 3,326,582	\$2,068,169	\$1,316,086	\$855,524	(\$1,172,551)	(\$2,366,949)	(\$3,505,722)	(\$4,033,755)	(\$4,782,732)	(\$7,397,399)	(\$10,092,207)	(\$10,186,517)	(\$10,810,389)	(\$12,210,517)	(\$12,226,952)	

2025 RCP85																					
20241008			UPDATED Through:11/30/2024			Approval Request															
Project #	Project Name	Description	Note: 2025	2024	YTD - 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
RCP-001	Platform upgrade	Funding for Periodic Motorola platform upgrade -- virtual prime site						\$ 2,389,478													
RCP-002	Radio Dispatch Workstations (Consoles)	Funding to replace, upgrade and add Radio workstation hardware and consollette/backup systems						\$ 6,348,243													
RCP-003	Radio Tower Site HVAC	Funding for Radio Tower Site HVAC replacements, improvements and other work related to the HVAC systems are the radio tower sites.	Refresh: Replacing HVAC at multiple radio tower sites	\$ 260,000	\$ 156,041	\$ 140,000	\$ 180,000	\$ 100,000	\$ 50,000												
RCP-004	Radio Tower Site Roof	Funding for Radio Tower Site and generator roof replacements, improvements and other work related to the roofing systems at all radio tower sites.	Refresh: Replace radio site building roof at multiple radio tower sites (4). Replace Gen Roof at Deer Creek	\$ 54,000	\$ 13,914	\$ 215,000	\$ 100,000	\$ 202,500													
RCP-005	Radio Generators	Funding for Radio Tower Site generator and trailered generator replacements, improvements and other work related to all radio related generators.	Refresh: Replacing generator at 2 radio tower sites Put Order in for a 2026 install	\$ 225,000	\$ 156,696	\$ 270,500	\$ -	\$ 290,500	\$ 470,000	\$ 390,000	\$ -	\$ 117,000									
RCP-006	Radio Tower Beacon Systems	Funding for radio tower beacon systems upgrades, replacements, improvements and other work related to the tower beacon systems.	Rucker beacon upgrade	\$ 40,000	\$ 29,172	\$ -	\$ 50,000														
RCP-007	Radio Tower Site DC Plant Batteries	Funding for the replacements, upgrades, updates and all work related for the Radio Tower Site DC Plant Batteries.									\$ 150,000	\$ 210,000	\$ 140,000								
RCP-008	Radio Microwave Dish/Waveguide	Funding for scheduled replacements and upgrades of Radio Microwave Dishes and/or Waveguide replacements. This will include any improvements and other work related to the Microwave Dishes and/or Waveguides					\$ 400,000														
RCP-009	Microwave Path Survey	Funding to conduct a comprehensive survey that will be performed every 10 yrs. This survey will exam the current microwave paths to ensure there are no obstructions that will interfere with signal paths (tree growth, sturcutres, etc)						\$ 200,000									\$ 200,000				
RCP-010	Service Vehicles	Funding the periodic replacement of agencies existing agnecy vehicles (12 vehicles, 10 of which are Radio Trucks).	Rrefresh: Funding to replace 1 Radio Truck	\$ 78,750	\$ 70,497	\$ 82,687	\$ 86,821	\$ 91,162	\$ 95,720	\$ 100,506	\$ 105,531	\$ 110,807	\$ 416,347	\$ 122,164	\$ 128,272	\$ 134,685	\$ 141,419	\$ 148,489	\$ 148,489		
RCP-011	Radio Batteries	Funding to replace subscriber batteries on the public safety radio systems. These include intrinsic safe batteries for the FDs and APX batteries for PD.	General: Adding funds for radio battery purchases			\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
RCP-012	Site Improvements	2023 carryforward (Legacy load banks 23-243 paid 50%)	Migrated from Capital Plan 80-33	\$ 295,000	\$ 221,267																
			Beginning Balance	\$ 824,618	529,617.57	\$ 540,630	\$ 285,130	\$ 425,630	\$ 252,630	\$ 2,097,630	\$ 2,307,630	\$ 4,777,630	\$ 4,912,630	\$ 7,296,630	\$ 7,583,630	\$ 7,893,827	\$ 8,316,331	\$ 8,551,509	\$ 8,999,743	\$ 9,461,424	
			Planned Expenditures	\$ (952,750)	(647,585.97)	(808,187.00)	(916,821.00)	(9,721,883.00)	(715,720.00)	(590,506.00)	(355,531.00)	(537,807.00)	(656,347.00)	(222,164.00)	(228,272.00)	(234,685.00)	(441,419.00)	(248,489.00)	(248,489.00)	(100,000.00)	
			Annual ECSF Funding (Includes ECSF Forecast)	\$ 657,750	657,750.00	\$ 552,687	\$ 1,057,321	\$ 9,548,883	\$ 2,560,720	\$ 800,506	\$ 2,825,531	\$ 672,807	\$ 3,040,347	\$ 509,164	\$ 538,470	\$ 657,188	\$ 676,598	\$ 696,723	\$ 710,170		
			PY Carry Over Funding & Interest	\$ -	\$ 848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			Ending Balance	\$529,618	\$540,630	\$285,130	\$425,630	\$252,630	\$2,097,630	\$2,307,630	\$4,777,630	\$4,912,630	\$7,296,630	\$7,583,630	\$7,893,827	\$8,316,331	\$8,551,509	\$8,999,743	\$9,461,424	\$9,361,424	



Action Proposal Form

Date: 12/16/2024

Title: MRSC Roster / Procurement Policy / Small Business Utilization

Background / Purpose:

MRSC Roster: Pursuant to RWC 39.04.151-154 SNO911 recommends establishing MRSC as SNO911's official Small Works Roster and Vendor List as outlined in the new Draft Procurement Policy contained in this packet.

Procurement Policy: There are updates to SNO911's Procurement Policy adopting the MRSC roster as SNO911's official small works roster and vendor list and to implement Direct Purchasing. Direct Purchasing allows SNO911 to contract directly with Minority and Women Owned Enterprises (M/WOE) for contracts less than \$150,000 without using traditional procurement methods such as piggybacking, bid requests, cooperative purchasing, etc. providing SNO911 has adopted a Small Business Utilization Plan.

Small Business Utilization Plan: In compliance with RCW 39.04.152(4)(b)(iv) SNO911 is authorized to use Direct Purchasing for M/WOE public works projects under \$150,000 pursuant to the adoption of the revised SNO911 Procurement Policy.

Reviewed and recommended for approval by the Finance Committee.

Suggested Action/Recommendation:

- 1) Approve the establishment of MRSC's Small Works Roster and Vendor list as SNO911's official small works roster and vendor list by adopting board resolution 2024-002.
- 2) Approve the revisions to SNO911's Procurement Policy to include the adoption of MRSC's Small Works Roster and Vendor List along with the option for SNO911 to use Direct Purchasing as outlined in the revised SNO911 Procurement Policy.
- 3) Approve SNO911's Small Business Utilization Plan to allow SNO911 to solicit Direct Contracts under \$150,000 from M/WOE's.

Funding: N/A

References: Resolution 2024-002

**SNOHOMISH COUNTY 911
MRSC ROSTERS SMALL PUBLIC WORKS,
CONSULTANT, and VENDOR ROSTERS RESOLUTION
Resolution No. 2024-002**

A Resolution on the Subjects of establishing a Small Public Works Roster Process to award Public Works Contracts, a Consulting Services Roster for Architectural, Engineering and other Professional Services and a Vendor Roster for goods and services not related to public works contracts.

WHEREAS RCW 39.04.151-154 and other laws regarding contracting for public works by authorized local governments, allow certain contracts to be awarded using a small works roster process; and

WHEREAS to be able to implement a small works roster and process, the Agency is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using Direct Contracting; and

WHEREAS to be able to use Direct Contracting on occasion, the Agency is required to develop Small Business Utilization Plan.

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

NOW, THEREFORE, THE Board of Directors of SNOHOMISH COUNTY 911, HEREBY RESOLVES AS FOLLOWS:

Section 1: MRSC Rosters. The Agency contracts with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for Agency use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters and authorizes Agency Staff to execute that contract.

Section 2: Small Works Roster. The Agency hereby elects to use the statewide small works roster established under RCW 39.04.151(2) and administered by MRSC. The Agency has established their procedures to use in managing procurement and awards of public works contracts using the statewide small works roster as defined in SNO911 Procurement Policy. MRSC Rosters will publish annual notification of the Agency's desire to use the Small Works Roster and process and invite more businesses to apply. Interested businesses are encouraged to apply to the roster at any time. Agency staff may direct business to join MRSC Rosters in order to allow the business to participate in the Agency's procurement projects.

Section 3. Consulting Services Roster. The Agency shall use the MRSC Rosters Consultant Roster to meet the requirements of RCW 39.80.030 when soliciting Architectural, Engineering and Land Surveying services and may use the process for other Consulting Services at the discretion of the Executive Director or designee. The Agency has established their procedures to use in managing procurement and awards of consultant contracts using the statewide consulting services roster as defined in SNO911 Procurement Policy. At least once a year, MRSC shall, on behalf of the Agency publish in a newspaper of general circulation within the Agency’s jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.

Section 5. Vendor List Roster. The Agency shall use the MRSC Rosters Vendor Roster to meet the requirements of RCW 39.04.190 for the purchase of materials, supplies, or equipment not connected to a public works project. The Agency has established their procedures to use in managing procurement and awards of materials, supplies and equipment contracts using the statewide small vendor list roster as defined in SNO911 Procurement Policy. At least twice per year, MRSC shall, on behalf of the Agency publish in a newspaper of general circulation within the municipality’s jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC and meets minimum State requirements for roster listing. Agency staff may direct business to join MRSC Rosters in order to allow the business to participate in the Agency’s procurement projects.

Adopted by the Board of Directors of Snohomish County 911, Snohomish County, Washington, at an open public meeting held on December 19,2024.

Jon Nehring, SNO911 Board President

Attest: _____

PROCUREMENT POLICY AND PROCEDURE
Approved ~~September 21, 2023~~ October-December 127, 2024

1. PURPOSE

It is the purpose of this policy to provide guidelines for the purchase of goods and services by SNOHOMISH COUNTY 911 in order to maintain an accountable procurement process. As an agency created pursuant to the Washington State Interlocal Cooperation Act, the procurement process is based on the most restrictive statutory requirements applicable to the member agencies. It is also the purpose of this policy to allow for the flexible application of these guidelines for more efficient and cost effective purchases where their strict application would not be in SNOHOMISH COUNTY 911's best interest.

2. DEFINITIONS

- 2.1 *Bid Exemptions.* RCW 39.04.280 establishes specific exemptions from the statutory bidding requirements in the following limited situations: 1) Purchases that are clearly and legitimately limited to a single source of supply; 2) Purchases involving special facilities or market conditions; and, 3) Purchases and Public Works in the event of an emergency.
- 2.2 *Budget.* The formally adopted budget of SNOHOMISH COUNTY 911.
- 2.3 *Commercially Reasonable Means.* Any method of purchasing property, equipment, materials, supplies and services that insures SNOHOMISH COUNTY 911 and its members are getting the best deal possible. Examples could include negotiated, purchases, bidding procedures, obtaining multiple quotes, etc.
- 2.4 *Cooperative Purchase.* A Cooperative Purchase allows SNOHOMISH COUNTY 911 to comply with the statutory bid requirements by purchasing off of a bid that another municipal corporation has awarded or a purchase through a Purchasing Cooperative. Use of a Cooperative Purchase requires Cooperative Purchasing Agreement with the municipal corporation that is going to bid or has gone to bid and requires staff to obtain documentation that the purchasing agency complied with the bid laws applicable to the municipal corporation that went to bid.
- 2.5 *Cooperative Purchasing Agreement.* An Interlocal agreement substantially in the form of the Agreement attached as **Exhibit A** to this policy. The Governing Board delegates to the Executive Director the authority to sign Cooperative Purchasing Agreements.
- 2.6 *Electronic Signature* (e-signature) – An electronic sound, symbol, or process attached to or logically associated with a contract and executed or adopted by a person with the intent to sign the record as authorized by SNOHOMISH COUNTY 911 Policy.
- 2.7 *Emergency.* Unforeseen circumstances beyond the control of SNOHOMISH COUNTY 911 that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (RCW 39.04.280(3)).
- 2.8 *Facsimile Signature.* A handwritten signature that is copied or scanned from a document bearing an authorized original signature. A facsimile signature can be created

when a document is copied on a copy machine, when it is scanned, or when it is transmitted via email or fax machine.

2.9 Governing Board. The Governing Board of SNOHOMISH COUNTY 911 as established and operating under the SNOHOMISH COUNTY 911 Interlocal Agreement.

2.10 Lowest Responsible Bidder with Lowest Responsive Bid. A bidder that has submitted the lowest bid that is responsive to SNOHOMISH COUNTY 911's specifications, and is determined to be a Responsible Bidder and for:

2.10.1 Equipment, Materials and Supplies Purchases:

2.10.1.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has provided for best value criteria consideration then price may be considered along with the following best value criteria:

2.10.1.1.1 Whether the bid satisfies the needs of SNOHOMISH COUNTY 911 as specified in the solicitation documents;

2.10.1.1.2 Whether the bid encourages diverse contractor participation;

2.10.1.1.3 Whether the bid provides competitive pricing, economies, and efficiencies;

2.10.1.1.4 Whether the bid considers human health and environmental impacts;

2.10.1.1.5 Whether the bid appropriately weighs cost and non-cost considerations; and

2.10.1.1.6 Life-cycle cost.

2.10.1.1.7 Other relevant criteria established by SNOHOMISH COUNTY 911 as part of the product specifications.

2.10.2 Public Works Projects.

2.10.2.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has established "supplemental criteria" in accordance with RCW 39.04.350 and the procedure set forth at Section 4.B.1.1.2.10 then price will need to be considered along with the supplemental criteria.

2.11 On-call contract. A contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.

2.12 Progressive Design Build. An alternative Public Works contracting procedure authorized in chapter 39.10 RCW.

- 2.13 Public Work. Means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of SNOHOMISH COUNTY 911, or which is by law a lien or charge on any property within SNOHOMISH COUNTY 911 (RCW 39.04.010).
- 2.14 Responsible Bidder. In determining whether the bidder is a responsible bidder, the agency must consider the following elements:
- 2.14.1 Equipment, Materials and Supplies Purchases
- 2.14.1.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- 2.13.1.2 The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 2.13.1.3 Whether the bidder can perform the contract within the time specified;
- 2.13.1.4 The quality of performance of previous contracts or services;
- 2.13.1.5 The previous and existing compliance by the bidder with laws relating to the contract or services; and
- 2.13.1.6 Such other information as may be secured having a bearing on the decision to award the contract.
- 2.14.2 Public Works Projects.
- 2.14.2.1 Contractor must have valid certificate of registration.
- 2.14.2.2 Contractor must have valid State UBI number.
- 2.14.2.3 Contractor must maintain workers compensation coverage and unemployment insurance coverage for all employees and maintain a state excise tax registration number.
- 2.14.2.4 Contractor cannot have been disqualified from bidding on any previous public works contract.
- 2.14.2.5 Contractor cannot have violated the state apprenticeship utilization requirements on any public works project during the one-year period prior to SNOHOMISH COUNTY 911's Project.
- 2.14.2.6 Contractor must certify that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

- 2.14.2.7 Contractor must certify that Contractor has complied with or is exempt from the public works training requirement set forth in RCW 39.04.350(1)(f).
- 2.15 Small Works Roster. A process authorized by RCW 39.04.~~155-151-.154~~ that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of contractors available to perform public works contracts. SNOHOMISH COUNTY 911 ~~can establish and maintain its own roster or join a cooperative roster such as~~designates will use MRSC Rosters as its Small Works Rosters.
- 2.16 Telecommunications & Data Processing. Telecommunications are the means of electronic transmission of information over distances. The information may be in the form of voice telephone calls, data, text, images, or video. Today, telecommunications are used to organize more or less remote computer systems into telecommunications networks.
- 2.17 Unit Priced Contract. Competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the agency, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.
- 2.18 Vendor List. A process authorized by RCW 39.04.190 that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of vendors available to sell equipment and supplies to SNOHOMISH COUNTY 911. SNOHOMISH COUNTY 911 ~~can establish and maintain its own roster or join a cooperative roster such as~~designates will use MRSC-Rosters as its official Vendor List.

3. PURCHASING AUTHORITY

- 3.1 Change orders. Change Orders which fall within the approved scope, project budget, and project contingency may be executed by the Executive Director or his/her designee. Change orders which would change the scope of the project and/or exceed the Board approved project budget and approved project contingency would require additional Board action.
- 3.2 Emergency Purchases. In the event of an emergency, the Executive Director, or in the Executive Director's absence the Executive Director's designee, may approve a purchase outside of the budget if it is not feasible to obtain advance approval of the Governing Board. In such situations, the Board shall ratify the purchase at the earliest reasonable opportunity following the purchase.
- 3.3 Executive Director. The Executive Director, or designee shall have authority to make expenditures within the general budgetary limits adopted by the Board and as outlined in the Authority Matrix.
- 3.4 General Purchasing Authority: See Matrix at Section 5 of this policy.
- 3.5 Governing Board. The SNOHOMISH COUNTY 911 Governing Board shall approve an annual budget that authorizes specific and general expenditures within certain budgetary limits. The Board shall also review and approve all vouchers on at least a monthly basis.

- 3.6 Purchase Orders. Purchase Orders shall be prepared for all purchases exceeding \$1000.00. ~~Only a~~ single Purchase Order, issued at the time of contract execution, ~~shall~~ may be issued ~~be required~~ for equipment, materials, supplies or services purchased or delivered over a contractual term, including contractual extensions.
- 3.7 Purchases Made Using a Sole Source Bid Exemption. Purchases made using a Sole Source Bid Exemption shall require a sole source justification form authorized by the Executive Director (see Exhibit C).
- 3.8 Staff Purchases. The routine re-ordering of materials, supplies and equipment, as defined and limited by the Executive Director or designee, may be made by staff members without requiring any additional advance approval.

4.A PROCEDURES

- 4.1 Purchase of Materials, Equipment and Supplies.
- 4.A.1 **Purchases Under \$7,500.** No statutory process requirements. Staff shall use Commercially Reasonable Means to make such purchases consistent with the following procedures.
- 4.A.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
- 4.A.1.2 Negotiate terms of purchase and obtain proper documentation to make purchase, i.e. purchase order or contract. Obtain legal counsel review if necessary.
- 4.A.1.3 Obtain appropriate authorization under Section 3.
- 4.A.2 **Purchases from \$7,500 to \$15,000.** Purchases must be made from SNOHOMISH COUNTY 911's Vendor List or through a Cooperative Purchase or Bid Exemption, if applicable. If purchase cannot be made through SNOHOMISH COUNTY 911's Vendor List, Cooperative Purchase or Bid Exemption, the purchase must be made through competitive bidding procedures as if purchase price exceeded \$15,000.
- 4.A.2.1 If purchase is made under a Cooperative Purchase approach the following procedures shall be used:
- 4.A.2.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
- 4.A.2.1.2 Identify if the purchase can be made utilizing existing state contracts with DES (Department of Enterprise Services) or other "piggyback" arrangements.
- 4.A.2.1.3 Verify that the purchaser complied with statutory public bidding laws of the awarding agency and obtain necessary approval from Executive Director or designee to make a cooperative purchase.
- 4.A.2.1.4 Document that the product being purchased is the same as the product that the vendor bid. As a general rule there can be approximately a 10% variation in the specifications or price from product that was actually bid for the product to be considered the same product. Cosmetic variations such as paint color vehicle

markings etc. are permitted variations.

- 4.A.2.1.5 Complete all necessary applications and agreements to join the Purchasing Cooperative or enter into a Cooperative Purchasing Agreement if purchasing off of another municipal corporations bid.
- 4.A.2.1.6 Collect all documents that demonstrate the Purchasing Cooperative or other municipal corporation went through a proper public bidding process for the product to be purchased. This documentation must be collected and maintained by SNOHOMISH COUNTY 911 until the time period in which the product was purchased has been subject to Audit by the State Auditor.
- 4.A.2.1.7 Obtain appropriate authorization under Section 3.
- 4.A.2.1.8 Execute necessary purchase documents with vendor. Obtain legal counsel review if necessary.
- 4.A.2.2 If using a **Vendor List**, the following procedures shall be used.
 - 4.A.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
 - 4.A.2.2.2 ~~Whenever possible, Contact~~ ~~contact not less than~~ at least three vendors on the applicable list and obtain written or telephone quotations for the purchase of the items.
 - 4.A.2.2.3 A record of quotations received must be maintained for a period of three years and shall be open to public inspection and shall be available for telephone inquiries.
 - 4.A.2.2.4 Identify the Responsible Bidders and select the Lowest Responsive Bidder based on the quotes received.
 - 4.A.2.2.5 Obtain appropriate authorization under Section 3.
 - 4.A.2.2.6 Execute necessary purchase documents. Obtain legal counsel review if necessary.
- 4.A.2.3 If the Purchase is made using a **Sole Source Bid Exemption** the following procedures shall be used:
 - 4.A.2.3.1 The easiest way to determine whether a vendor is a sole source provider is to ask the following question. If we go out for public bidding for the product we want, is there any possibility we will receive more than one bid. If the answer is yes, this is not a sole source purchase and SNOHOMISH COUNTY 911 will need to proceed with a competitive bidding process.
 - 4.A.2.3.2 Obtain documentation that the vendor is the sole source.

Generally the product manufacturer will provide a letter documenting that a vendor is the sole source to purchase the product.

4.A.2.3.3 Complete the Sole Source Justification Form to identify why the selected vendor is the sole source.

4.A.2.4 If the Purchase is made using a **Special Facilities/Market Conditions Bid Exemption** the following procedures shall be used.

4.A.2.4.1 This exemption is similar to the sole source exemption and is often used in conjunction with the sole source exemption. The exemption can be used for unique circumstances that would preclude SNOHOMISH COUNTY 911 from obtaining multiple bids for a product. For example, the purchase of a used vehicle or a demo vehicle that is only available for a limited time period can fit within this exemption.

4.A.2.4.2 Obtain or create documentation that establishes what the special facility or market condition is that requires the use of a bid exemption.

4.A.2.5 If the purchase is made using an **Emergency Bid Exemption** the following procedures shall be used.

4.A.2.5.1 Emergency purchases are allowed only when there is a true Emergency meeting the definition set forth in this policy.

4.A.2.5.2 Negotiate terms of purchase using Commercially Reasonable Means.

4.A.2.5.3 The Board will review and take necessary action at the next Board Meeting

4.A.2.5.4 Draft Resolution substantially in the form of **Exhibit B** that includes the following information.

4.A.2.5.4.1 Identify the basis for the Emergency that addresses the elements set forth in the definition of Emergency.

4.A.2.5.4.2 Authorize the waiving of the competitive bid process and authorize the purchase.

4.A.3 **Purchases over \$15,000.** Formal sealed bidding procedure must be used unless purchase can be made through a Cooperative Purchase or Bid Exemption.

4.A.3.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1

- 4.A.3.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.
- 4.A.3.3 If purchase is made through formal sealed bidding the following procedures shall be used.
 - 4.A.3.3.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
 - 4.A.3.3.2 Obtain appropriate authorization under Section 3.
 - 4.A.3.3.3 Prepare Product specifications. Product specifications may be drafted broadly or narrowly depending on the needs of SNOHOMISH COUNTY 911. The bid laws require an open competitive process for the product but the bid laws do not require SNOHOMISH COUNTY 911 to go out to bid with general specifications that could result in bids for a product that does not meet SNOHOMISH COUNTY 911's needs.
 - 4.A.3.3.4 Prepare Instructions to Bidders specific to the product being purchased. The Instructions to Bidders are your opportunity not only to define the product you want to purchase but the terms and conditions that you want to make the purchase under. Legal counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.
 - 4.A.3.3.4.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
 - 4.A.3.3.4.2 Identification of product and product specifications.
 - 4.A.3.3.4.3 Identification of where bids should be submitted, bid opening time, bid award time frame.
 - 4.A.3.3.4.4 Financing terms (if any).
 - 4.A.3.3.4.5 Delivery date for product.
 - 4.A.3.3.4.6 Liquidated damages.
 - 4.A.3.3.4.7 Warranty requirements.
 - 4.A.3.3.4.8 Contract form.
 - 4.A.3.3.4.9 Evaluation and bid award criteria based on Responsible Bidder and Lowest Responsive /Responsible Bidder criteria.

- 4.A.3.3.5 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.
- 4.A.3.3.6 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.
- 4.A.3.3.7 Identify Responsible Bidders and award bid to Lowest Responsive/Responsible Bidder with Responsive Bid.
- 4.A.3.3.8 Execute contract.

4.B Public Works

- 4.B.1 **Public Works Projects under \$350,000.** SNOHOMISH COUNTY 911 may establish and use a Small Works Roster, a formal sealed bidding process or in an Emergency may use the Emergency Bid Exemption. [SNOHOMISH COUNTY 911 establishes MRSC Rosters as its official Small Works Roster.](#)

- 4.B.1.1 If using a Small Works Roster, the following procedures shall be used.

- 4.B.1.1.1 Identify the need for the project and determine whether the project is included in the Budget.

- 4.B.1.1.2 Develop specifications for project that will allow contractors to provide comparable bids and that establish basic requirements such as Prevailing Wage requirement, contractor registration requirements, contract requirements and warranty requirements. Specifications under the small works roster, in contrast to a sealed bid process, may be more general to allow contractors some flexibility in providing design suggestions and cost savings approaches. The more general the specification, however, the more difficult it may become to identify the Lowest Responsive Bidder and the more critical it becomes to identify the criteria that will be used to select the Lowest Responsive Bidder. If soliciting unit price contract with an estimated cost of \$30,000 or less per year, the invitation for bid must include estimated quantities of the anticipated types of work or trades and specify how the agency will issue or release work orders. In addition, the specifications should include the following elements:

- 4.B.1.1.2.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
- 4.B.1.1.2.2 Identification of where bids should be submitted and bid award time frame.
- 4.B.1.1.2.3 Payment terms (if any).
- 4.B.1.1.2.4 Time frame for project and completion dates.

- 4.B.1.1.2.5 Liquidated damages.
- 4.B.1.1.2.6 Warranty requirements.
- 4.B.1.1.2.7 Contract Forms (including a properly drafted contract form will incorporate the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.). Unit priced contract initial term may not exceed one year, with the option to extend or renew the contract for one additional year.
- 4.B.1.1.2.8 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
- 4.B.1.1.2.9 The mandatory Responsible Bidder requirements set forth at Section 2.10.2
- 4.B.1.1.2.10 SNOHOMISH COUNTY 911 may also include “supplemental criteria” that can be used to identify the Lowest Responsible Bidder. Such criteria must at a minimum include the following
 - 4.B.1.1.2.10.1 The basis for evaluating the specified criteria.
 - 4.B.1.1.2.10.2 An appeal process that allows a bidder to challenge the process and the timeframe in which appeals will be allowed.
 - 4.B.1.1.2.10.3 A process for allowing bidders to request a modification of the supplemental criteria.

4.B.1.1.3 For projects estimated to cost under \$150,000:

- 4.B.1.1.3.1 Seek quotes from all eligible contractors that have expressed interest in working in the District’s geographical area. Or
- 4.B.1.1.3.2 Use Direct Contracting.
- 4.B.1.1.3.3 Prior to using direct contracting, the DistrictAgency must adopt a small, minority, women or veteran owned businesses use plan.
- 4.B.1.1.3.4 If there are six or more contractors meeting the definition of small, minority, women or veteran owned businesses on your roster, the District may directly contract with one of those small businesses that have indicated interest in performing work in the District’s geographical area.

- 4.B.1.1.3.5 The District shall rotate through the eligible contractors and shall, when qualified contractors are available from the roster who may perform the work or deliver the services within the budget described in the notice or request for proposals, use different contractors on different projects.
- 4.B.1.1.3.6 If there are five or less contractors meeting the definition of small business on your roster, you may direct contract with any of those small businesses that have indicated interest in performing work in your geographical area.
- 4.B.1.1.3.7 Under both of the above procedures you must notify all small, minority, women or veteran owned businesses on the roster for your geographical area that you are using direct contracting.
- 4.B.1.1.4 For projects estimated to cost between \$150,000 and \$350,000 seek quotes from all eligible contractors that have expressed interest in working in the District's geographical area.
- ~~4.B.1.1.3 For projects under \$150,000, contact not less than three contractors on the small works roster and obtain written quotations based on the project specifications. direct contracting option allowed per reu 39.04.151. When six or more certified business appear on the list, SNO911 must rotate and direct contract with one of those businesses. If there are five or fewer, SNO911 can direct contract with any business on the list and rotate through any contractor.~~
- ~~4.B.1.1.4 For projects over \$150,000, per RCW 39.04.151 notify all contractors in the roster contact at least five contractors on the small works roster and obtain written quotations based on the project specifications. If the estimated project cost exceeds \$250,000 you must also give notice to all eligible contractors that this process was followed.~~
- 4.B.1.1.5 A record of quotations received must be maintained for a period of three years and shall be open to public inspection. ~~and shall be available for telephone inquiries.~~
- 4.B.1.1.6 Identify the Responsible Bidders and select the Lowest Responsible Bidder with a responsive bid based on the quotes received.

- 4.B.1.1.7 Obtain appropriate authorization under Section 3.
- 4.B.1.1.8 Execute necessary purchase documents. Obtain legal counsel review if necessary.
- 4.B.1.2 If using a formal sealed bidding process follow the procedures outlined Section 4.B.2.
- 4.B.1.3 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.
- 4.B.2 **Public Works Projects over \$350,000.** Formal sealed bidding shall be used except in case of an Emergency or when the Progressive Design Build process is used pursuant to Section 4.B.4.
 - 4.B.2.1 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.
 - 4.B.2.2 If purchase is made through formal sealed bidding the following procedures shall be used.
 - 4.B.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
 - 4.B.2.2.2 Obtain appropriate authorization under Section 3.
 - 4.B.2.2.3 Prepare project specifications including estimate per RCW 39.04.020.
 - 4.B.2.2.4 Prepare Instructions to Bidders specific to the Project. The Instructions to Bidders are your opportunity to define the terms and conditions for the Project. Legal counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.
 - 4.B.2.2.4.1 Identification of project specifications.
 - 4.B.2.2.4.2 Identification of where bids should be submitted, bid opening time, bid award time frame.
 - 4.B.2.2.4.3 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
 - 4.B.2.2.4.4 Payment terms (if any).
 - 4.B.2.2.4.5 Time frame for project and completion dates.
 - 4.B.2.2.4.6 Liquidated damages.
 - 4.B.2.2.4.7 Warranty requirements.

- 4.B.2.2.4.8 Contract Forms (including a properly drafted contract form will incorporate into the Instructions to Bidders the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.).
- 4.B.2.2.4.9 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
- 4.B.2.2.4.10 The Responsible Bidder requirements set forth at Section 2.10.2.
- 4.B.2.2.4.11 The Instructions to Bidders may also include “supplemental criteria” as provided under Section 4.B.1.1.2.10
 - 4.B.2.2.4.11.1 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.
 - 4.B.2.2.4.11.2 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.
 - 4.B.2.2.4.11.3 Identify Responsible Bidders and award bid to Lowest Responsible Bidder with responsive bid.
 - 4.B.2.2.4.11.4 Execute contract.

4.B.3 Unit Priced Contracts may be bid under the small works roster or sealed competitive bidding procedures for projects that are not expected to exceed **\$30,000** per year subject to the following requirements.

- 4.B.3.1 Unit Priced Contracts must be executed for an initial contract term not to exceed one year, with the option of extending or renewing the unit priced contract for one additional year.
- 4.B.3.2 Invitations for unit price bids must include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, the process for issuing or releasing work assignments, work orders, or task authorizations for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor.
- 4.B.3.3 Unit Priced Contracts must be awarded to the Lowest Responsible Bidder. Whenever possible, at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section should be obtained.
- 4.B.3.4 Prevailing wages shall be paid for all work performed pursuant to each work order at the prevailing wage rates in effect at the beginning date for

each contract year. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

4.B.4 Progressive Design Build procedures may be used for the following Public Works Projects in accordance with the procedural requirements contained in chapter 39.10 RCW.

- 4.B.4.1 Public works projects in which the total project cost is over \$2,000,000 and where:
 - 4.B.4.1.1 The construction activities are highly specialized and a design-build approach is critical in developing the construction methodology; or
 - 4.B.4.1.2 The projects selected provide opportunity for greater innovation or efficiencies between the designer and the builder; or
 - 4.B.4.1.3 Significant savings in project delivery time would be realized.
- 4.B.4.2 Parking garages and pre-engineered metal buildings, regardless of cost.
- 4.B.4.3 Construction or erection of portable facilities as defined in WAC 392-343-018, or not more than 10 prefabricated modular buildings per installation site, regardless of cost.

4.C Services – Architect and Engineer and Land Surveyors

4.C.1 SNOHOMISH COUNTY 911 shall use the Request For Qualifications “RFQ” process established under chapter 39.80 RCW prior to retaining the services of architects, engineers and land surveyors “Consultants” or an Emergency exception. SNOHOMISH COUNTY 911 designates MRSC Rosters as its official consultant roster to comply with chapter 39.80 RCW

4.C.1.1 If using an emergency exemption follow the procedures outlined under Section 4.A.2.5.

4.C.1.2 If using the RFQ process, the following procedures shall be used:

4.C.1.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.C.1.2.2 Obtain appropriate authorization under Section 3.

4.C.1.2.3 ~~SNOHOMISH COUNTY 911 is a member of MRSC Rosters and uses the MRSC Consultant Roster. Under this process MRSC solicits RFQs in compliance with chapter 39.80 and SNOHOMISH COUNTY 911 is required to will select identify~~ qualified Consultants from the established roster.

4.C.1.2.4 Evaluate and rank Consultants based on the specific needs for the project without considering price.

4.C.1.2.5 Notify top ranked Consultant and negotiate pricing and contract terms.

4.C.1.2.6 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next ranked Consultant.

4.C.1.2.7 Enter into contract.

4.D Services – Telecommunications and Data Processing.

4.D.1 If the purchase cannot be made through a Designated Purchasing Cooperative, Cooperative Purchase or Bid Exemption SNOHOMISH COUNTY 911 shall use the competitive negotiation procedures established under RCW 39.04.270 when purchasing telecommunication and data processing services.

4.D.1.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1.

4.D.1.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.

4.D.1.3 If the purchase is made using the competitive negotiation process the following procedure shall be used:

- 4.D.1.3.1 Preparation of a Request For Proposals “RFP” that includes the following elements.
- 4.D.1.3.1.1 General specifications for SNOHOMISH COUNTY 911’s telecommunication/data processing needs.
 - 4.D.1.3.1.2 Selection Criteria. The selection criteria are discretionary with SNOHOMISH COUNTY 911. Price can be included in the criteria but selection does not have to be based on low bidder.
 - 4.D.1.3.1.3 Name and address of SNOHOMISH COUNTY 911 representative responsible for managing the RFP process.
 - 4.D.1.3.1.4 Identification of where RFPs should be submitted, RFP award time frame.
 - 4.D.1.3.1.5 Reservation of SNOHOMISH COUNTY 911’s right to waive irregularities or to reject all RFPs.
 - 4.D.1.3.1.6 Publish RFP advertisement in newspaper of general circulation within SNOHOMISH COUNTY ~~911~~ at least 13 days in advance of the RFP submittal date.
 - 4.D.1.3.1.7 Evaluate and rank proposals using the selection criteria.
 - 4.D.1.3.1.8 Notify top ranked vendor and negotiate contract terms.
 - 4.D.1.3.1.9 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next proposal.
 - 4.D.1.3.1.10 Enter into contract.

4.E Services – Other

4.E.1 No statutory procedures required. SNOHOMISH COUNTY 911 staff shall use Commercially Reasonable Means to identify and contract with service providers.

5. AUTHORITY MATRIX:

Type	Expected TOTAL cost includes tax	Signature Needed	Procurement Procedure
Goods (Not PW)	Under \$7,500	Executive Director or Designee	Commercially Reasonable Means
	\$7,500 - \$15,000	Executive Director or Designee	Vendor List or Coop Purchase <u>or Bid Exemption</u>
	Over \$15,000	Executive Director or Designee	Formal Sealed bid; Cooperative Purchase or Bid Exemption;
	Non-budgeted over \$50,000	Board of Directors	
Public Works (PW)	Up to \$350,000	Executive Director or Designee	Small Works Roster <u>Limited PW process - can waive bond & retainage</u>
	Over \$350,000 or Non-budgeted over \$50,000	Board of Directors	Formal Sealed Bid
<u>Contract Price</u>		<u>Retained Percentage</u>	<u>Bond</u>
<u>Under \$5,000</u>		<u>Not required</u>	<u>Not required</u>
<u>\$5,000-\$150,000</u>		<u>Ten percent if waive bond</u> <u>Waivable if require bond</u> <u>(must be specified in bid documents and district assumes liability).</u>	<u>Waivable if require 10% retained percentage</u>
<u>\$150,000- \$350,000</u>		<u>Waivable (must be specified in bid documents and district assumes liability).</u> <u>Otherwise five percent required</u>	<u>Required</u>
<u>Over \$350,000</u>		<u>Five percent required</u>	<u>Required</u>
Arch & Eng.	Budgeted	Executive Director or Designee	Formal RFQ or Emergency Bid Exemption
	Non-budgeted over \$50,000	Board of Directors	
	Budgeted Telecommunications & Data Processing	Executive Director or Designee	Designated Purchasing Cooperative or

Services	Non-budgeted TC & DP Services over \$ \$50,000	Board of Directors	Cooperative Purchase; Competitive Negotiation or Bid Exemption
	Budgeted Professional Services	Executive Director or Designee	Commercial Reasonable Means
	Non-budgeted Professional Services over \$50,000	Board of Directors	

EXHIBIT A

COOPERATIVE PURCHASE CONTRACT FORM

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “Interlocal Bids. The Bid proposal accepted shall permit and shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase under the bid proposal.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

EXHIBIT A
COOPERATIVE PURCHASE CONTRACT FORM

9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

EXHIBIT B
EMERGENCY PROCUREMENT FORM

SNOHOMISH COUNTY 911
RESOLUTION 20XX-XX

A Resolution identifying an emergency, authorize the waiving of
the competitive procurement process, and ratifying the purchase

WHEREAS, on XX, 20XX Snohomish County 911 (“SNO911”) discovered *provide sufficient details to describe the emergency event or situation* For purposes of this Resolution, this event is hereinafter referred to as “the Emergency”; and

WHEREAS, the Emergency presented a real, immediate threat to the [proper performance of the essential functions of SNO911] and/or [would likely have resulted in material loss or damage to property if immediate action was not taken] because *provide sufficient details to describe the threat*; and

WHEREAS, as a result of the Emergency, SNO911 staff purchased XXX in an amount of \$XXX utilizing the Emergency Exemption as described in SNO911’s Procurement Policy and Procedure; and

WHEREAS, SNO911’s Procurement Policy and Procedure requires the Board of Directors of Snohomish County 911 (“Board”) to, by resolution, identify the basis for the Emergency and authorize the waiving of the usage of the small works roster or formal sealed bidding process for public works projects under \$350,000.

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

1. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and presented a real, immediate threat to the proper performance of essential functions of SNO911.
2. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and would likely have resulted in material loss or damage to property if immediate action was not taken.
3. The Board authorizes the waiving of the competitive procurement process required by the SNO911 Procurement Policy and Procedure and ratifies the above-described purchase.

Adopted by the Snohomish County 911 Board of Directors on the XX day of XXX, 20XX.

Attest: This XX day of XXX, 20XX:

President

Secretary

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

SOLE SOURCE JUSTIFICATION

Item: _____

Requested Supplier/Vendor:

Cost Estimate: _____

Prior Purchases Order Number (if item had been approved previously): _____

1. Description of the equipment/service and its function:

2. This is a sole source* because:

- ☐ sole provider of a licensed or patented good or service
- ☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the SNOHOMISH COUNTY 911 has established a standard**
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to SNOHOMISH COUNTY 911 (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? (Specifics)

4. What steps were taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)
- ☐ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).
- ☐ Other explanations and steps taken

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which SNOHOMISH COUNTY 911 has established a standard by designating a brand or manufacturer or by preapproving via a testing shall be competitively bid if there is more than one vendor of the item.

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

The recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SNOHOMISH COUNTY 911. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. Refer to the attached sole source justification to the attached review of available products/services.

Requestor	SNOHOMISH COUNTY 911 Director
/	/
SignatureDate	SignatureDate

PROCUREMENT POLICY AND PROCEDURE

Approved December 19, 2024

1. PURPOSE

It is the purpose of this policy to provide guidelines for the purchase of goods and services by SNOHOMISH COUNTY 911 in order to maintain an accountable procurement process. As an agency created pursuant to the Washington State Interlocal Cooperation Act, the procurement process is based on the most restrictive statutory requirements applicable to the member agencies. It is also the purpose of this policy to allow for the flexible application of these guidelines for more efficient and cost-effective purchases where their strict application would not be in SNOHOMISH COUNTY 911's best interest.

2. DEFINITIONS

- 2.1 *Bid Exemptions*. RCW 39.04.280 establishes specific exemptions from the statutory bidding requirements in the following limited situations: 1) Purchases that are clearly and legitimately limited to a single source of supply; 2) Purchases involving special facilities or market conditions; and, 3) Purchases and Public Works in the event of an emergency.
- 2.2 *Budget*. The formally adopted budget of SNOHOMISH COUNTY 911.
- 2.3 *Commercially Reasonable Means*. Any method of purchasing property, equipment, materials, supplies and services that ensures SNOHOMISH COUNTY 911 and its members are getting the best deal possible. Examples could include negotiated, purchases, bidding procedures, obtaining multiple quotes, etc.
- 2.4 *Cooperative Purchase*. A Cooperative Purchase allows SNOHOMISH COUNTY 911 to comply with the statutory bid requirements by purchasing off of a bid that another municipal corporation has awarded or a purchase through a Purchasing Cooperative. Use of a Cooperative Purchase requires Cooperative Purchasing Agreement with the municipal corporation that is going to bid or has gone to bid and requires staff to obtain documentation that the purchasing agency complied with the bid laws applicable to the municipal corporation that went to bid.
- 2.5 *Cooperative Purchasing Agreement*. An Interlocal agreement substantially in the form of the Agreement attached as **Exhibit A** to this policy. The Governing Board delegates to the Executive Director the authority to sign Cooperative Purchasing Agreements.
- 2.6 *Electronic Signature* (e-signature) – An electronic sound, symbol, or process attached to or logically associated with a contract and executed or adopted by a person with the intent to sign the record as authorized by SNOHOMISH COUNTY 911 Policy.
- 2.7 *Emergency*. Unforeseen circumstances beyond the control of SNOHOMISH COUNTY 911 that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (RCW 39.04.280(3)).
- 2.8 *Facsimile Signature*. A handwritten signature that is copied or scanned from a document bearing an authorized original signature. A facsimile signature can be created

when a document is copied on a copy machine, when it is scanned, or when it is transmitted via email or fax machine.

- 2.9 Governing Board. The Governing Board of SNOHOMISH COUNTY 911 as established and operating under the SNOHOMISH COUNTY 911 Interlocal Agreement.
- 2.10 Lowest Responsible Bidder with Lowest Responsive Bid. A bidder that has submitted the lowest bid that is responsive to SNOHOMISH COUNTY 911's specifications, and is determined to be a Responsible Bidder and for:
 - 2.10.1 Equipment, Materials and Supplies Purchases:
 - 2.10.1.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has provided for best value criteria consideration, then price may be considered along with the following best value criteria:
 - 2.10.1.1.1 Whether the bid satisfies the needs of SNOHOMISH COUNTY 911 as specified in the solicitation documents;
 - 2.10.1.1.2 Whether the bid encourages diverse contractor participation;
 - 2.10.1.1.3 Whether the bid provides competitive pricing, economies, and efficiencies;
 - 2.10.1.1.4 Whether the bid considers human health and environmental impacts;
 - 2.10.1.1.5 Whether the bid appropriately weighs cost and non-cost considerations; and
 - 2.10.1.1.6 Life-cycle cost.
 - 2.10.1.1.7 Other relevant criteria established by SNOHOMISH COUNTY 911 as part of the product specifications.
 - 2.10.2 Public Works Projects.
 - 2.10.2.1 The bidder with the lowest price, or if SNOHOMISH COUNTY 911 has established "supplemental criteria" in accordance with RCW 39.04.350 and the procedure set forth at Section 4.B.1.1.2.10 then price will need to be considered along with the supplemental criteria.
- 2.11 On-call contract. A contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.
- 2.12 Progressive Design Build. An alternative Public Works contracting procedure authorized in chapter 39.10 RCW.
- 2.13 Public Work. Means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of SNOHOMISH COUNTY 911, or which is by law a lien or charge on any property within SNOHOMISH COUNTY 911 (RCW 39.04.010).
- 2.14 Responsible Bidder. In determining whether the bidder is a responsible bidder,

SNOHOMISH COUNTY 911 must consider the following elements:

2.14.1 Equipment, Materials and Supplies Purchases

- 2.14.1.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- 2.13.1.2 The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 2.13.1.3 Whether the bidder can perform the contract within the time specified;
- 2.13.1.4 The quality of performance of previous contracts or services;
- 2.13.1.5 The previous and existing compliance by the bidder with laws relating to the contract or services; and
- 2.13.1.6 Such other information as may be secured having a bearing on the decision to award the contract.

2.14.2 Public Works Projects.

- 2.14.2.1 Contractor must have valid certificate of registration.
- 2.14.2.2 Contractor must have valid State UBI number.
- 2.14.2.3 Contractor must maintain workers compensation coverage and unemployment insurance coverage for all employees and maintain a state excise tax registration number.
- 2.14.2.4 Contractor cannot have been disqualified from bidding on any previous public works contract.
- 2.14.2.5 Contractor cannot have violated the state apprenticeship utilization requirements on any public works project during the one-year period prior to SNOHOMISH COUNTY 911's Project.
- 2.14.2.6 Contractor must certify that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
- 2.14.2.7 Contractor must certify that Contractor has complied with or is exempt from the public works training requirement set forth in RCW 39.04.350(1)(f).

2.15 Small Works Roster. A process authorized by RCW 39.04.151-.154 that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of contractors available to perform public works contracts. SNOHOMISH COUNTY 911 designates MRSC Rosters as its Small Works Roster.

2.16 Telecommunications & Data Processing. Telecommunications are the means of electronic transmission of information over distances. The information may be in the

form of voice telephone calls, data, text, images, or video. Today, telecommunications are used to organize more or less remote computer systems into telecommunications networks.

- 2.17 Unit Priced Contract. Competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of SNOHOMISH COUNTY 911, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.
- 2.18 Vendor List. A process authorized by RCW 39.04.190 that allows SNOHOMISH COUNTY 911 to publish and maintain a roster of vendors available to sell equipment and supplies to SNOHOMISH COUNTY 911. SNOHOMISH COUNTY 911 designates MRSC Rosters as its official Vendor List.

3. PURCHASING AUTHORITY

- 3.1 Change orders. Change Orders which fall within the approved scope, project budget, and project contingency may be executed by the Executive Director or his/her designee. Change orders which would change the scope of the project and/or exceed the Board approved project budget and approved project contingency would require additional Board action.
- 3.2 Emergency Purchases. In the event of an emergency, the Executive Director, or in the Executive Director's absence the Executive Director's designee, may approve a purchase outside of the budget if it is not feasible to obtain advance approval of the Governing Board. In such situations, the Board shall ratify the purchase at the earliest reasonable opportunity following the purchase.
- 3.3 Executive Director. The Executive Director, or designee shall have authority to make expenditures within the general budgetary limits adopted by the Board and as outlined in the Authority Matrix.
- 3.4 General Purchasing Authority: See Matrix at Section 5 of this policy.
- 3.5 Governing Board. The SNOHOMISH COUNTY 911 Governing Board shall approve an annual budget that authorizes specific and general expenditures within certain budgetary limits. The Board shall also review and approve all vouchers on at least a monthly basis.
- 3.6 Purchase Orders. Purchase Orders shall be prepared for all purchases exceeding \$1000.00. Only an annual Purchase Order, issued at the time of contract execution, shall be required for equipment, materials, supplies or services purchased or delivered over a contractual term, including contractual extensions.
- 3.7 Purchases Made Using a Sole Source Bid Exemption. Purchases made using a Sole Source Bid Exemption shall require a sole source justification form authorized by the Executive Director (see Exhibit C).
- 3.8 Staff Purchases. The routine re-ordering of materials, supplies and equipment, as defined and limited by the Executive Director or designee, may be made by staff members without requiring any additional advance approval.

4.A PROCEDURES

4.1 Purchase of Materials, Equipment and Supplies.

4.A.1 **Purchases Under \$7,500.** No statutory process requirements. Staff shall use Commercially Reasonable Means to make such purchases consistent with the following procedures.

4.A.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.1.2 Negotiate terms of purchase and obtain proper documentation to make purchase, i.e., purchase order or contract. Obtain legal counsel review if necessary.

4.A.1.3 Obtain appropriate authorization under Section 3.

4.A.2 **Purchases from \$7,500 to \$15,000.** Purchases must be made from SNOHOMISH COUNTY 911's Vendor List or through a Cooperative Purchase or Bid Exemption, if applicable. If purchase cannot be made through SNOHOMISH COUNTY 911's Vendor List, Cooperative Purchase or Bid Exemption, the purchase must be made through competitive bidding procedures as if purchase price exceeded \$15,000.

4.A.2.1 If purchase is made under a Cooperative Purchase approach the following procedures shall be used:

4.A.2.1.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.2.1.2 Identify if the purchase can be made utilizing existing state contracts with DES (Department of Enterprise Services) or other "piggyback" arrangements.

4.A.2.1.3 Verify that the purchaser complied with statutory public bidding laws of the awarding agency and obtain necessary approval from Executive Director or designee to make a cooperative purchase.

4.A.2.1.4 Document that the product being purchased is the same as the product that the vendor bid. As a general rule there can be approximately a 10% variation in the specifications or price from product that was actually bid for the product to be considered the same product. Cosmetic variations such as paint color vehicle markings etc. are permitted variations.

4.A.2.1.5 Complete all necessary applications and agreements to join the Purchasing Cooperative or enter into a Cooperative Purchasing Agreement if purchasing off of another municipal corporations bid.

4.A.2.1.6 Collect all documents that demonstrate the Purchasing Cooperative or other municipal corporation went through a proper public bidding process for the product to be purchased. This documentation must be collected and maintained by

SNOHOMISH COUNTY 911 until the time period in which the product was purchased has been subject to Audit by the State Auditor.

4.A.2.1.7 Obtain appropriate authorization under Section 3.

4.A.2.1.8 Execute necessary purchase documents with vendor. Obtain legal counsel review if necessary.

4.A.2.2 If using a **Vendor List**, the following procedures shall be used.

4.A.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.2.2.2 Whenever possible, contact at least three vendors on the applicable list and obtain written or telephone quotations for the purchase of the items.

4.A.2.2.3 A record of quotations received must be maintained for a period of three years and shall be open to public inspection and shall be available for telephone inquiries.

4.A.2.2.4 Identify the Responsible Bidders and select the Lowest Responsive Bidder based on the quotes received.

4.A.2.2.5 Obtain appropriate authorization under Section 3.

4.A.2.2.6 Execute necessary purchase documents. Obtain legal counsel review if necessary.

4.A.2.3 If the Purchase is made using a **Sole Source Bid Exemption** the following procedures shall be used:

4.A.2.3.1 The easiest way to determine whether a vendor is a sole source provider is to ask the following question. If we go out for public bidding for the product we want, is there any possibility we will receive more than one bid. If the answer is yes, this is not a sole source purchase and SNOHOMISH COUNTY 911 will need to proceed with a competitive bidding process.

4.A.2.3.2 Obtain documentation that the vendor is the sole source. Generally, the product manufacturer will provide a letter documenting that a vendor is the sole source to purchase the product.

4.A.2.3.3 Complete the Sole Source Justification Form to identify why the selected vendor is the sole source.

4.A.2.4 If the Purchase is made using a **Special Facilities/Market Conditions Bid Exemption** the following procedures shall be used.

4.A.2.4.1 This exemption is similar to the sole source exemption and is often used in conjunction with the sole source exemption. The exemption can be used for unique circumstances that would preclude SNOHOMISH COUNTY 911 from obtaining multiple bids for a product. For example, the purchase of a used vehicle or a demo vehicle that is only available for a limited time period

can fit within this exemption.

4.A.2.4.2 Obtain or create documentation that establishes what the special facility or market condition is that requires the use of a bid exemption.

4.A.2.5 If the purchase is made using an **Emergency Bid Exemption** the following procedures shall be used.

4.A.2.5.1 Emergency purchases are allowed only when there is a true Emergency meeting the definition set forth in this policy.

4.A.2.5.2 Negotiate terms of purchase using Commercially Reasonable Means.

4.A.2.5.3 The Board will review and take necessary action at the next Board Meeting

4.A.2.5.4 Draft Resolution substantially in the form of **Exhibit B** that includes the following information.

4.A.2.5.4.1 Identify the basis for the Emergency that addresses the elements set forth in the definition of Emergency.

4.A.2.5.4.2 Authorize the waiving of the competitive bid process and authorize the purchase.

4.A.3 **Purchases over \$15,000.** Formal sealed bidding procedure must be used unless purchase can be made through a Cooperative Purchase or Bid Exemption.

4.A.3.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1

4.A.3.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.

4.A.3.3 If purchase is made through formal sealed bidding the following procedures shall be used.

4.A.3.3.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.

4.A.3.3.2 Obtain appropriate authorization under Section 3.

4.A.3.3.3 Prepare Product specifications. Product specifications may be drafted broadly or narrowly depending on the needs of SNOHOMISH COUNTY 911. The bid laws require an open competitive process for the product but the bid laws do not require SNOHOMISH COUNTY 911 to go out to bid with general specifications that could result in bids for a product that does not meet SNOHOMISH COUNTY 911's needs.

4.A.3.3.4 Prepare Instructions to Bidders specific to the product being purchased. The Instructions to Bidders are your opportunity not only to define the product you want to purchase but the terms and conditions that you want to make the purchase under. Legal

counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.

- 4.A.3.3.4.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
- 4.A.3.3.4.2 Identification of product and product specifications.
- 4.A.3.3.4.3 Identification of where bids should be submitted, bid opening time, bid award time frame.
- 4.A.3.3.4.4 Financing terms (if any).
- 4.A.3.3.4.5 Delivery date for product.
- 4.A.3.3.4.6 Liquidated damages.
- 4.A.3.3.4.7 Warranty requirements.
- 4.A.3.3.4.8 Contract form.
- 4.A.3.3.4.9 Evaluation and bid award criteria based on Responsible Bidder and Lowest Responsive /Responsible Bidder criteria.
- 4.A.3.3.5 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.
- 4.A.3.3.6 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.
- 4.A.3.3.7 Identify Responsible Bidders and award bid to Lowest Responsive/Responsible Bidder with Responsive Bid.
- 4.A.3.3.8 Execute contract.

4.B Public Works

- 4.B.1 **Public Works Projects under \$350,000.** SNOHOMISH COUNTY 911 may establish and use a Small Works Roster, a formal sealed bidding process or in an Emergency may use the Emergency Bid Exemption. SNOHOMISH COUNTY 911 establishes MRSC Rosters as its official Small Works Roster.
 - 4.B.1.1 If using a Small Works Roster, the following procedures shall be used.
 - 4.B.1.1.1 Identify the need for the project and determine whether the project is included in the Budget.
 - 4.B.1.1.2 Develop specifications for project that will allow contractors to provide comparable bids and that establish basic requirements such as Prevailing Wage requirement, contractor registration requirements, contract requirements and warranty requirements. Specifications under the small works roster, in contrast to a sealed bid process, may be more general to allow contractors some flexibility in providing design suggestions and cost savings

approaches. The more general the specification, however, the more difficult it may become to identify the Lowest Responsive Bidder and the more critical it becomes to identify the criteria that will be used to select the Lowest Responsive Bidder. If soliciting unit price contract with an estimated cost of \$30,000 or less per year, the invitation for bid must include estimated quantities of the anticipated types of work or trades and specify how SNOHOMISH COUNTY 911 will issue or release work orders. In addition, the specifications should include the following elements:

- 4.B.1.1.2.1 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
- 4.B.1.1.2.2 Identification of where bids should be submitted and bid award time frame.
- 4.B.1.1.2.3 Payment terms (if any).
- 4.B.1.1.2.4 Time frame for project and completion dates.
- 4.B.1.1.2.5 Liquidated damages.
- 4.B.1.1.2.6 Warranty requirements.
- 4.B.1.1.2.7 Contract Forms (including a properly drafted contract form will incorporate the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.). Unit priced contract initial term may not exceed one year, with the option to extend or renew the contract for one additional year.
- 4.B.1.1.2.8 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>
- 4.B.1.1.2.9 The mandatory Responsible Bidder requirements set forth at Section 2.10.2
- 4.B.1.1.2.10 SNOHOMISH COUNTY 911 may also include "supplemental criteria" that can be used to identify the Lowest Responsible Bidder. Such criteria must at a minimum include the following
 - 4.B.1.1.2.10.1 The basis for evaluating the specified criteria.
 - 4.B.1.1.2.10.2 An appeal process that allows a bidder to challenge the process and the timeframe in which appeals will be allowed.
 - 4.B.1.1.2.10.3 A process for allowing bidders to request a modification of the supplemental criteria.

- 4.B.1.1.3 For projects estimated to cost under \$150,000:
 - 4.B.1.1.3.1 Seek quotes from all eligible contractors that have expressed interest in working in SNOHOMISH COUNTY 911's geographical area. Or
 - 4.B.1.1.3.2 Use Direct Contracting.
 - 4.B.1.1.3.3 Prior to using direct contracting, SNOHOMISH COUNTY 911 must adopt a small, minority, women or veteran owned businesses use plan.
 - 4.B.1.1.3.4 If there are six or more contractors meeting the definition of small, minority, women or veteran owned businesses on your roster, SNOHOMISH COUNTY 911 may directly contract with one of those small businesses that have indicated interest in performing work in SNOHOMISH COUNTY 911's geographical area.
 - 4.B.1.1.3.5 SNOHOMISH COUNTY 911 shall rotate through the eligible contractors and shall, when qualified contractors are available from the roster who may perform the work or deliver the services within the budget described in the notice or request for proposals, use different contractors on different projects.
 - 4.B.1.1.3.6 If there are five or less contractors meeting the definition of small business on your roster, you may direct contract with any of those small businesses that have indicated interest in performing work in your geographical area.
 - 4.B.1.1.3.7 Under both of the above procedures you must notify all small, minority, women or veteran owned businesses on the roster for your geographical area that you are using direct contracting.
- 4.B.1.1.4 For projects estimated to cost between \$150,000 and \$350,000 seek quotes from all eligible contractors that have expressed interest in working in SNOHOMISH COUNTY 911's geographical area.
- 4.B.1.1.5 A record of quotations received must be maintained for a period of three years and shall be open to public inspection.
- 4.B.1.1.6 Identify the Responsible Bidders and select the Lowest Responsible Bidder with a responsive bid based on the quotes received.
- 4.B.1.1.7 Obtain appropriate authorization under Section 3.
- 4.B.1.1.8 Execute necessary purchase documents. Obtain legal counsel review if necessary.
- 4.B.1.2 If using a formal sealed bidding process follow the procedures outlined Section 4.B.2.

- 4.B.1.3 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.
- 4.B.2 **Public Works Projects over \$350,000.** Formal sealed bidding shall be used except in case of an Emergency or when the Progressive Design Build process is used pursuant to Section 4.B.4.
 - 4.B.2.1 If using an Emergency exemption follow the procedures outlined under Section 4.A.2.5.
 - 4.B.2.2 If purchase is made through formal sealed bidding the following procedures shall be used.
 - 4.B.2.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
 - 4.B.2.2.2 Obtain appropriate authorization under Section 3.
 - 4.B.2.2.3 Prepare project specifications including estimate per RCW 39.04.020.
 - 4.B.2.2.4 Prepare Instructions to Bidders specific to the Project. The Instructions to Bidders are your opportunity to define the terms and conditions for the Project. Legal counsel should generally have an opportunity to provide input into this document. The Instructions to Bidders should, at a minimum include the following elements.
 - 4.B.2.2.4.1 Identification of project specifications.
 - 4.B.2.2.4.2 Identification of where bids should be submitted, bid opening time, bid award time frame.
 - 4.B.2.2.4.3 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all bids.
 - 4.B.2.2.4.4 Payment terms (if any).
 - 4.B.2.2.4.5 Time frame for project and completion dates.
 - 4.B.2.2.4.6 Liquidated damages.
 - 4.B.2.2.4.7 Warranty requirements.
 - 4.B.2.2.4.8 Contract Forms (including a properly drafted contract form will incorporate into the Instructions to Bidders the various statutory public works requirements such as bonding, retained percentages, underground utilities etc.).
 - 4.B.2.2.4.9 Prevailing Wage Rates (The prevailing wage rates may be incorporated by reference to the Labor and Industries web page for prevailing wages provided that SNOHOMISH COUNTY 911 be able to print a copy for any bidder that requests a copy).
 - 4.B.2.2.4.10 The Responsible Bidder requirements set forth at Section 2.10.2.

4.B.2.2.4.11 The Instructions to Bidders may also include “supplemental criteria” as provided under Section 4.B.1.1.2.10

4.B.2.2.4.11.1 Publish bid advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the bid opening.

4.B.2.2.4.11.2 Open bids and compile spreadsheet of bids that ranks bids in order of responsiveness and price.

4.B.2.2.4.11.3 Identify Responsible Bidders and award bid to Lowest Responsible Bidder with responsive bid.

4.B.2.2.4.11.4 Execute contract.

4.B.3 Unit Priced Contracts may be bid under the small works roster or sealed competitive bidding procedures for projects that are not expected to exceed **\$30,000** per year subject to the following requirements.

4.B.3.1 Unit Priced Contracts must be executed for an initial contract term not to exceed one year, with the option of extending or renewing the unit priced contract for one additional year.

4.B.3.2 Invitations for unit price bids must include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, the process for issuing or releasing work assignments, work orders, or task authorizations for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor.

4.B.3.3 Unit Priced Contracts must be awarded to the Lowest Responsible Bidder. Whenever possible, at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section should be obtained.

4.B.3.4 Prevailing wages shall be paid for all work performed pursuant to each work order at the prevailing wage rates in effect at the beginning date for each contract year. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

4.B.4 Progressive Design Build procedures may be used for the following Public Works Projects in accordance with the procedural requirements contained in chapter 39.10 RCW.

4.B.4.1 Public works projects in which the total project cost is over \$2,000,000 and where:

4.B.4.1.1 The construction activities are highly specialized and a design-build approach is critical in developing the construction methodology; or

4.B.4.1.2 The projects selected provide opportunity for greater innovation or efficiencies between the designer and the builder; or

4.B.4.1.3 Significant savings in project delivery time would be realized.

4.B.4.2 Parking garages and pre-engineered metal buildings, regardless of cost.

- 4.B.4.3 Construction or erection of portable facilities as defined in WAC 392-343-018, or not more than 10 prefabricated modular buildings per installation site, regardless of cost.

4.C Services – Architect and Engineer and Land Surveyors

- 4.C.1 SNOHOMISH COUNTY 911 shall use the Request for Qualifications “RFQ” process established under chapter 39.80 RCW prior to retaining the services of architects, engineers and land surveyors “Consultants” or an Emergency exception. SNOHOMISH COUNTY 911 designates MRSC Rosters as its official consultant roster to comply with chapter 39.80 RCW
- 4.C.1.1 If using an emergency exemption follow the procedures outlined under Section 4.A.2.5.
- 4.C.1.2 If using the RFQ process, the following procedures shall be used:
- 4.C.1.2.1 Identify the need for the purchase and determine whether the purchase is included in the Budget.
- 4.C.1.2.2 Obtain appropriate authorization under Section 3.
- 4.C.1.2.3 SNOHOMISH COUNTY 911 will identify qualified Consultants from the established roster.
- 4.C.1.2.4 Evaluate and rank Consultants based on the specific needs for the project without considering price.
- 4.C.1.2.5 Notify top ranked Consultant and negotiate pricing and contract terms.
- 4.C.1.2.6 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next ranked Consultant.
- 4.C.1.2.7 Enter into contract.

4.D Services – Telecommunications and Data Processing.

- 4.D.1 If the purchase cannot be made through a Designated Purchasing Cooperative, Cooperative Purchase or Bid Exemption SNOHOMISH COUNTY 911 shall use the competitive negotiation procedures established under RCW 39.04.270 when purchasing telecommunication and data processing services.
- 4.D.1.1 If purchase is made through a Cooperative Purchase follow the process outlined at Section 4.A.2.1.
- 4.D.1.2 If purchase is made through a Bid Exemption following the process outlined at Section 4.A.2.3, 4 or 5.
- 4.D.1.3 If the purchase is made using the competitive negotiation process the following procedure shall be used:
- 4.D.1.3.1 Preparation of a Request for Proposals “RFP” that includes the following elements.
- 4.D.1.3.1.1 General specifications for SNOHOMISH COUNTY 911’s

telecommunication/data processing needs.

- 4.D.1.3.1.2 Selection Criteria. The selection criteria are discretionary with SNOHOMISH COUNTY 911. Price can be included in the criteria but selection does not have to be based on low bidder.
- 4.D.1.3.1.3 Name and address of SNOHOMISH COUNTY 911 representative responsible for managing the RFP process.
- 4.D.1.3.1.4 Identification of where RFPs should be submitted, RFP award time frame.
- 4.D.1.3.1.5 Reservation of SNOHOMISH COUNTY 911's right to waive irregularities or to reject all RFPs.
- 4.D.1.3.1.6 Publish RFP advertisement in newspaper of general circulation within SNOHOMISH COUNTY 911 at least 13 days in advance of the RFP submittal date.
- 4.D.1.3.1.7 Evaluate and rank proposals using the selection criteria.
- 4.D.1.3.1.8 Notify top ranked vendor and negotiate contract terms.
- 4.D.1.3.1.9 If SNOHOMISH COUNTY 911 cannot come to agreement on pricing or contract terms, SNOHOMISH COUNTY 911 can move to the next proposal.
- 4.D.1.3.1.10 Enter into contract.

4.E Services – Other

- 4.E.1 No statutory procedures required. SNOHOMISH COUNTY 911 staff shall use Commercially Reasonable Means to identify and contract with service providers.

5. AUTHORITY MATRIX:

Type	Expected TOTAL cost includes tax	Signature Needed	Procurement Procedure
Goods (Not PW)	Under \$7,500	Executive Director or Designee	Commercially Reasonable Means
	\$7,500 - \$15,000	Executive Director or Designee	Vendor List or Coop Purchase or Bid Exemption
	Over \$15,000	Executive Director or Designee	Formal Sealed bid; Cooperative Purchase or Bid Exemption;
	Non-budgeted over \$50,000	Board of Directors	
Public Works (PW)	Up to \$350,000	Executive Director or Designee	Small Works Roster
	Over \$350,000 or Non-budgeted over \$50,000	Board of Directors	Formal Sealed Bid
Contract Price		Retained Percentage	Bond
Under \$5,000		Not required	Not required
\$5,000-\$150,000		Ten percent if waive bond Waivable if require bond (must be specified in bid documents and Agency assumes liability).	Waivable if require 10% retained percentage
\$150,000- \$350,000		Waivable (must be specified in bid documents and Agency assumes liability). Otherwise five percent required	Required
Over \$350,000		Five percent required	Required
Arch & Eng.	Budgeted	Executive Director or Designee	Formal RFQ or Emergency Bid Exemption
	Non-budgeted over \$50,000	Board of Directors	
Services	Budgeted Telecommunications & Data Processing	Executive Director or Designee	Designated Purchasing Cooperative or Cooperative Purchase; Competitive Negotiation or Bid Exemption
	Non-budgeted TC & DP Services over \$50,000	Board of Directors	
	Budgeted Professional Services	Executive Director or Designee	Commercial Reasonable Means
	Non-budgeted Professional Services over \$50,000	Board of Directors	

EXHIBIT A

COOPERATIVE PURCHASE CONTRACT FORM

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “Interlocal Bids. The Bid proposal accepted shall permit and shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase under the bid proposal.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
4. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
5. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
6. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
8. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

EXHIBIT A

COOPERATIVE PURCHASE CONTRACT FORM

10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

EXHIBIT B
EMERGENCY PROCUREMENT FORM

SNOHOMISH COUNTY 911 RESOLUTION 20XX-XX

A Resolution identifying an emergency, authorize the waiving of the competitive procurement process, and ratifying the purchase

WHEREAS, on XX, 20XX SNOHOMISH COUNTY 911 (“SNO911”) discovered *provide sufficient details to describe the emergency event or situation* for purposes of this Resolution, this event is hereinafter referred to as “the Emergency”; and

WHEREAS, the Emergency presented a real, immediate threat to the [proper performance of the essential functions of SNO911] and/or [would likely have resulted in material loss or damage to property if immediate action was not taken] because *provide sufficient details to describe the threat*; and

WHEREAS, as a result of the Emergency, SNO911 staff purchased XXX in an amount of \$XXX utilizing the Emergency Exemption as described in SNO911’s Procurement Policy and Procedure; and

WHEREAS, SNO911’s Procurement Policy and Procedure requires the Board of Directors of SNOHOMISH COUNTY 911 (“Board”) to, by resolution, identify the basis for the Emergency and authorize the waiving of the usage of the small works roster or formal sealed bidding process for public works projects under \$350,000.

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

1. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and presented a real, immediate threat to the proper performance of essential functions of SNO911.
2. The Board identifies that the above-described Emergency constituted an unforeseen circumstance beyond the control of SNO911 and would likely have resulted in material loss or damage to property if immediate action was not taken.
3. The Board authorizes the waiving of the competitive procurement process required by the SNO911 Procurement Policy and Procedure and ratifies the above-described purchase.

Adopted by the SNOHOMISH COUNTY 911 Board of Directors on the XX day of XXX, 20XX.

Attest: This XX day of XXX, 20XX:

President

Secretary

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

Item:

Requested Supplier/Vendor:

Cost Estimate: _____

Prior Purchases Order Number (if item had been approved previously):

1. Description of the equipment/service and its function:

2. This is a sole source* because:

- ☐ sole provider of a licensed or patented good or service
- ☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☐ sole provider of goods and services for which the SNOHOMISH COUNTY 911 has established a standard**
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to SNOHOMISH COUNTY 911(attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? (Specifics)

4. What steps were taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)
- ☐ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).
- ☐ Other explanations and steps taken

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which SNOHOMISH COUNTY 911 has established a standard by designating a brand or manufacturer or by preapproving via a testing shall be competitively bid if there is more than one vendor of the item.

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost-effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

The recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SNOHOMISH COUNTY 911. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. Refer to the attached sole source justification to the attached review of available products/services.

Requestor	SNOHOMISH COUNTY 911 Director
Signature	Signature
Date	Date

SNOHOMISH COUNTY 911
Small Works Roster Direct Contracting
Small Business Utilization Plan

Purpose

Snohomish County 911 is authorized to use Direct Contracting for public works projects under \$150,000.00 in conjunction with its adopted Small Works Roster. SNO911 is establishing this small, minority, women, and veteran-owned business utilization plan to comply with RCW 39.04.152(4)(b)(iv).

Plan

SNO911 shall use MRSC Rosters as its small works roster to identify certified small, minority, women, and veteran-owned business.

SNO911 may use the Direct Contracting procedures authorized under the law and under the Agency's Procurement Policy to solicit direct contracts with certified small, minority, women, and veteran-owned business whenever feasible. SNO911 shall use best efforts to rotate contracts among eligible small, minority, women, and veteran- owned businesses even when rotation is not required.

Reporting and Documentation. Finance shall document on an annual basis the number of public works projects under \$150,000 that were awarded during the prior calendar year and shall document whether the awarded contracts were awarded to certified small, minority, women, and veteran-owned business. SNO911 shall re-evaluate this Plan on a regular basis to identify strategies to encourage greater participation of certified small, minority, women, and veteran-owned businesses.

Related Documents

Small Works Roster Resolution

Procurement Policy.



Action Proposal Form

Date: December 16, 2024

Title: Nurse Navigation Program for 2025

Background / Purpose:

In response to the growing demand and complexity of 911 calls, SNO911 launched the Nurse Navigation Program in January 2024 in collaboration with Fire/EMS agencies. The program's goal is to improve efficiency in emergency response by redirecting lower acuity EMS calls to appropriate care pathways. Initial implementation and operational costs were funded through a grant from North Sound ACH.

For 2025, SNO911 has secured a commitment from North Sound ACH for an additional \$200,000 in funding, covering approximately half of the program's anticipated costs. The remaining funding has been incorporated into the 2025 agency assessments via a special assessment, as previously approved by the SNO911 Board. If the MOU is approved, SNO911 will invoice monthly after applying grant contributions.

The SNO911 Dispatch Steering Committee is currently evaluating the overall effectiveness of the program and plan to share a detailed report with the Snohomish County Fire Chief Association early next year. An 8-month review from GMR is provided as information.

The Finance Committee has recommended Board approval of the Memorandum of Understanding (MOU) with North Sound ACH to secure continued program support.

Suggested Action/Recommendation:

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

Fund: Fund 70, to be reimbursed by North Sound ACH funding with remaining costs to be shared through a special assessment, calculated using the SNO911 formula.

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

This Agreement is entered into this **11th day of December, 2024**, by and between **North Sound Accountable Community of Health** (North Sound ACH), a Washington nonprofit corporation having its principal place of business at 2219 Rimland Drive, Suite 361, Bellingham, WA 98226 and **Snohomish County 911** ("Contractor") whose place of business is at 1121 SE Everett Mall Way, Suite 200, Everett, WA 98208.

1. BACKGROUND

North Sound ACH brings people and organizations together to create a just and inclusive culture -- and the necessary conditions for all community members to thrive. Founded in 2015 by regional leaders from five counties and eight tribal nations, North Sound ACH acts as connectors, conveners, and capacity builders that cross jurisdictional boundaries and look upstream to tackle issues that impact health.

This agreement outlines the process and scope of work that the Contractor and North Sound ACH have established. North Sound ACH and Contractor share common goals, specifically to:

- Build understanding and community awareness by educating and supporting partner agencies to better know and understand the history of tribal government;
- Facilitate collaboration between governmental and non-governmental organizations;
- Facilitate programming and collaboration with subject area experts practicing indigenous approaches to wellness;
- Support local and statewide initiatives using a strengths-based approach to targeted universalism in order to reach marginalized communities and individuals;
- Increase access and equity of tribal communities and individuals in relation to preventive wellness and connecting to systems of healthcare;
- Educate community partners about tribal governance, leadership, and traditional approaches using a strengths-based approach to targeted universalism;
- Support tribal nation-building through health and wellness.

2. SERVICES

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

The Contractor shall not assign this Agreement or delegate its duties hereunder and shall not subcontract any of the consulting services to be performed hereunder without the prior written consent of the North Sound ACH.

3. FEES & EXPENSES

Fees: North Sound ACH will reimburse Contractor based on completion of deliverables outlined in Exhibit B, Scope of Work. Payments will be released upon periodic invoicing by Contractor with brief summary of the project's status and progress. Total Payments to the contractor may not exceed **\$200,000** for work performed and expenses through this contract period.

Insurance: Contractor will, at its own expense, have in effect insurance coverage of such amounts and types usually maintained by independent contractors which may include but not limited to liability insurance, workers compensation, and errors and omissions coverage.

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

4. ROLES & RESPONSIBILITIES

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

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

5. RECORD RETENTION AND AUDITING

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

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

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

6. DATA SHARING AND PRIVACY

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

Obligations of Confidentiality and Restrictions on Use: A Party receiving Confidential Information from the other Party (the "Receiving Party") shall not: (a) use the Confidential Information of the Party making the disclosure (the "Disclosing Party"), except as necessary to perform its obligations or to carry out the Project Plan; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

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

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

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

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

7. WORK PRODUCT & BUSINESS INFORMATION

Work Product: It is the intention of the parties that all rights, including without limitation copyright, in any written materials, software products, reports, memoranda, or notes prepared by the Contractor pursuant to the terms of this Agreement (hereinafter the "Work") vests with the ACH. The parties expressly acknowledge that the Work was specially ordered or commissioned by the ACH, and further agree that it shall be considered a "Work Made for Hire" within the meaning of the copyright laws of the United States and that the ACH is entitled, as author, to the copyright and all other rights, throughout the world, including, but not limited to, the right to make such changes and such uses, as it may determine in its sole and absolute discretion.

Business Information

- a) For purposes of this Agreement, "proprietary information" shall mean any information relating to the business of the ACH that has not previously been publicly released by duly authorized representatives of the ACH and shall include (but shall not be limited to) information encompassed in all proposals, project plans, financial information, costs, pricing information, computer programs (including source code, object code, algorithms, and models), client information, client lists, and all methods, concepts, know-how, or ideas in or reasonably related to the business of Company as well as confidential information belonging to the ACH's customers or clients.
- b) Contractor agrees to regard and preserve as confidential all proprietary information, whether Contractor has such information in memory or in writing or other physical form. Contractor shall not, without written authority from the ACH to do so, directly or indirectly, use for the benefit or purposes, nor disclose to others, either during the term of its engagement hereunder or thereafter, except as required by the conditions of Contractor's engagement hereunder, any proprietary information.
- c) Contractor shall not disclose any reports, recommendations, conclusions, or other results of the Work or the existence or the subject matter of this contract without the prior written consent of the ACH. In Contractor's performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation.

8. INJUNCTIVE RELIEF

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

9. TERM

This Agreement shall be effective beginning **January 1, 2025** and shall continue until **December 31, 2025**; provided, however, that either the ACH or Contractor may terminate this Agreement in whole or in part at any time upon 30 days' written notice to the other party. In the event of termination or upon expiration of this Agreement, Contractor shall return to the ACH any

and all equipment, documents, or materials, and all copies made thereof, which Contractor received for the purposes of this Agreement.

10.INDEMNIFICATION

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

11.NOTICES

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

12.GENERAL

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

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

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

13.SIGNATURES:

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

Exhibit A – Commitments of Collaborative Action Network

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

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

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

- All community members deserve to experience mental, social, physical, financial and spiritual well-being.
- Inherited legacies of systemic racism have perpetuated trauma and exclusion, particularly among indigenous populations and communities of color.
- Together we can create new legacies – and the conditions – that ensure a sense of belonging for all people who call this region home.
- We are accountable, to each other and to the well-being of future generations.

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

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

Exhibit B – Scope of Work

Summary:

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

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

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

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

Activities/Deliverables:

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

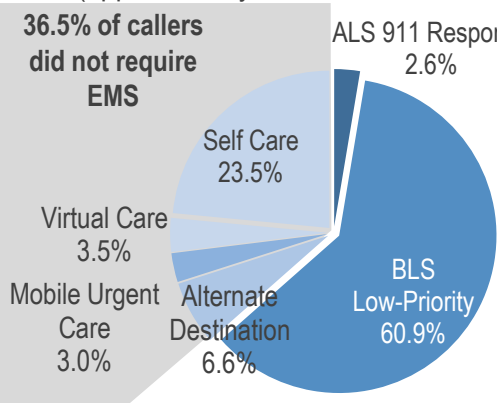
Payment: Total payment not to exceed **\$200,000** for the activities in this agreement.

Nurse Navigation 8-Month Review: Snohomish, WA

(Data Period: April 1, 2024 through November 30, 2024)

Benefit: Nurse Navigation directed over 3,000 residents to the right care¹

The Snohomish, WA Nurse Navigation program provides clinical guidance for 9-1-1 callers with specific complaints and determines the best options for their emergency care. Over the last eight months, Nurse Navigation successfully managed 3,257 cases (approximately 5.5% of all EMS-related requests for service) referred from the 911 Center. The highlights include:



- 1,189 (36.5%) of callers were navigated completely out of the EMS system
 - 975 (30%) callers were able to be treated in their own homes
 - 765 (23%) were treated with Nurse Advice Only
 - 97 (3%) were treated with a visit from a mobile health provider
 - 113 (3.5%) were treated with Virtual Care (telehealth)
 - 214 (6.6%) callers were directed to an alternative destination within the community (such as an Urgent Care, FQHC, or similar destination), or to an ED by alternative transportation if an alternative destination was unavailable
- 1,982 (61%) required an ambulance transport to an ED but were not time-sensitive and could safely wait up to four hours

Benefit: Nurse Navigation creates operational efficiency & cost savings

Generated Ambulance Capacity^{1,2}
2,123 unit hours
(8.75 additional Unit Hour Capacity per day)

Based on industry-estimated "Unit Hour Utilization" of 0.350. Based on 30-minute time on task for patients treated on scene and released, and 100% of calls diverted would have been treat-and-no-transport cases without Nurse Navigation.

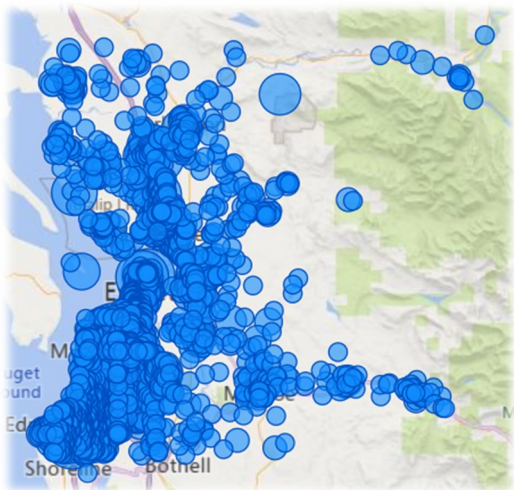
Improved Unit Efficiency¹
1,189 unnecessary responses avoided entirely
(decrease of 5 responses / day)

Assessment of callers that had their complaint managed directly by the Nurse Navigators without need for additional 911 resources.

Benefit: Nurse Navigation provides exceptional customer service

Snohomish residents who received Nurse Navigation services expressed satisfaction with the care received when called back 24 hours after their initial call. Additionally, the program generated almost \$3M in potential savings from avoided ED visits and was widely utilized across the county.

Nurse Navigation Caller Locations¹



Patient Survey Score (out of 5.0)¹



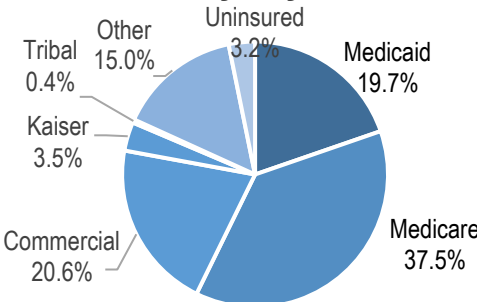
Reasons for Calling 911¹

- 47% Did not know other options or could not get an appointment.
- 12% Had no other transportation options.
- 36% Perceived they had a life-threatening emergency.
- 5% Thought they could be seen quicker.

Potential Savings

\$2,871,000
in avoided
Emergency Care Costs³.

NN Callers by Payer Class¹



Sources and Notes:

¹ Nurse Navigation program data for the Snohomish County system. Accessible on demand.
² Snohomish County reporting 93,000 total EMS 911 calls annually, and industry estimate UHU of 0.350.
³ Includes avoided hospital ED charges & physician fees (est. \$2200), ambulance transport fees (est. \$325), and first response costs (est. \$50), and debits costs for alternate destinations and virtual care (est. \$220), assuming that all patients would have been transported to an ED.



Board Packet Memorandum

Date: December 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.

New World Update

SNO911 IT Staff continues working on issues and interface work from the upgrade that occurred on November 4th. There are currently 11 P1 issues that are being addressed by Tyler. Tech staff continues to be engaged with Tyler Support and Tyler Development to get resolutions to these 11 issues. Currently, all interfaces are in a good state and working, but as part of the server migration some interfaces still need to be moved to the new servers. This will happen over the next couple months as we upgrade the interface software. Communications will be sent out and the approach as always is to have the least amount of impact to the system and the users.

Future Facility Planning

The SNO911 Tech Management Team continues reviewing the construction schedule timeline and updates on Tech projects that are needed to move into the new facility. The team is making sure the timelines of the construction schedule and completion of work are all lining up. As it stands right now, the construction schedule timeline is still on schedule with no major delays that would impact any of the technical work.

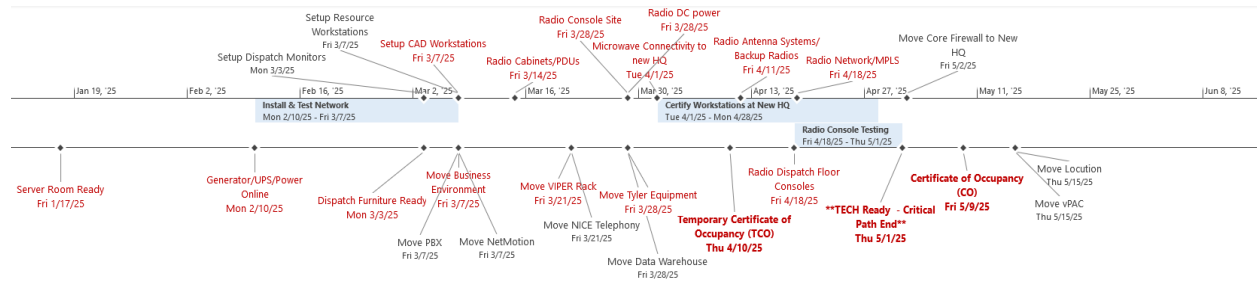
Astound fiber is working on the installation of all the new fiber runs that are required for the New Facility and the Radio System. Most of the work has started with the exception of one fiber leg that is requiring PUD to sign off on the construction permit. This permit will allow Astound to use the PUD poles to run the fiber to the new facility from the county datacenter.

Network equipment testing and configuration tweaks to the equipment are still continuing. The goal is to have the failover testing and equipment configurations to a completed state before installing the equipment at the New HQ. There will be some configuration changes that could be required once in the new facility. The dispatch console design and equipment layout has been completed and finalized. Some of the equipment that is required has already been ordered and received but there is still some additional equipment required that will be ordered soon.

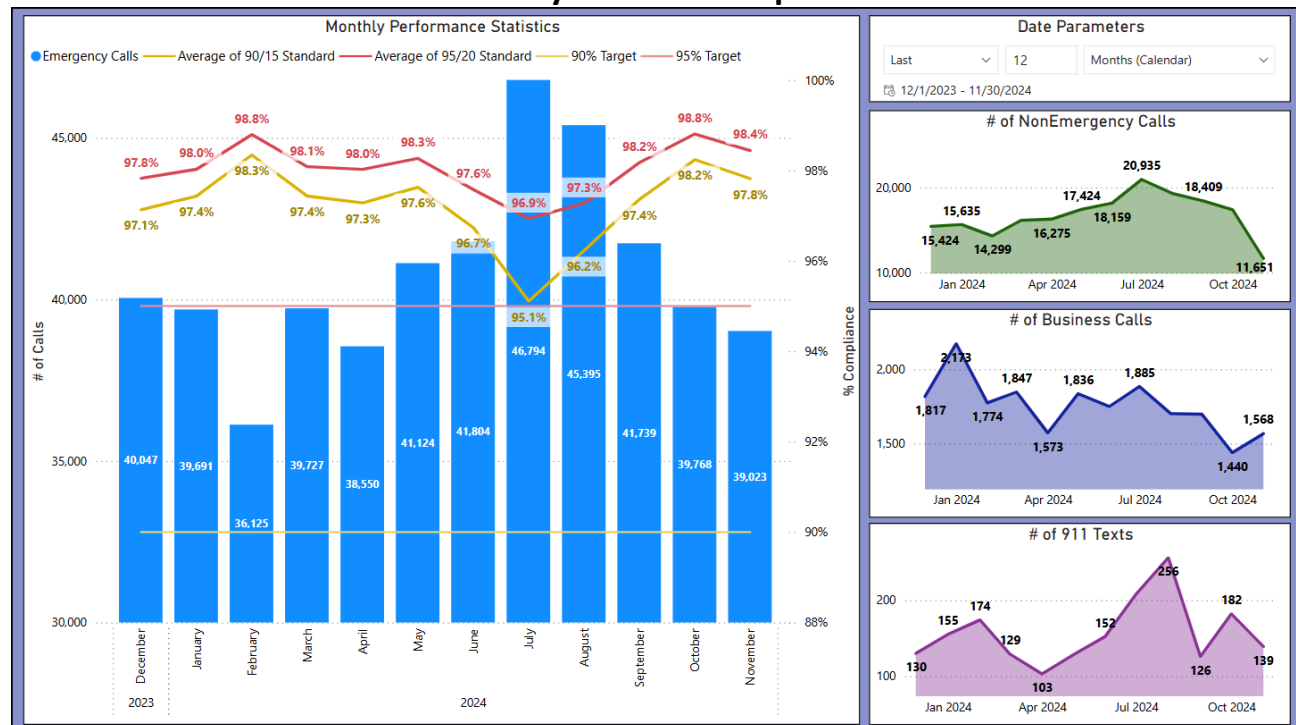
^[1] 911 Phones, CAD, Radio, Critical Systems [Unplanned]

The Radio Replacement Project (RRP) is moving closer to completion. SNO911 is working with Motorola to finalize the RRP schedule. This schedule update impacts RRP cutover and will potentially change the approach to bringing up the new HQ radio consoles.

New Facility Tech Timeline: (The items in **Red** are the critical path that is needed to move Dispatch in)



Monthly Statistical Reports



Text-to-911 Report

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
True Emergency	9	3	6	6	6	13	10	17	5	7	4		86	86
Follow-Up	8	6	7	4	10	12	2	5	10	10	8		82	445
Area Checks	0	12	6	8	2	6	8	6	7	7	2		64	
Info	1	1	0	0	0	1	2	1	0	2	0		8	
Noise	7	8	2	3	2	6	5	4	3	8	4		52	
Traffic	2	0	5	3	2	2	4	2	1	4	4		29	
Other Complaints	20	16	20	14	9	29	17	23	21	22	19		210	
Accidental	5	5	3	12	23	3	5	3	4	17	4		84	698
Behavioral Health	60	71	42	18	22	18	91	135	24	30	48		559	
Prank	0	1	1	5	2	11	6	4	5	18	2		55	
Test	3	3	1	0	3	7	2	1	5	1	2		28	523
Abandoned	11	10	8	5	16	9	8	11	11	7	2		98	
Non-English	1	0	0	2	0	2	1	0	0	0	0		6	
Outgoing	0	0	0	0	1	0	0	0	0	0	0		1	
Subsequent	16	23	14	11	11	19	23	21	16	19	12		185	
Transfer	3	8	3	3	1	1	4	5	3	7	8		46	
Voice Call	9	7	11	9	18	13	20	18	11	23	20		159	
	155	174	129	103	128	152	208	256	126	182	139	0	1,752	1,752
<u>Abandoned:</u> Non-Responsive <u>Other:</u> Any other request or complaint, Media from Intrada <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	559	60.30%
3 - Satisfied	307	33.12%
2 - Neither Satisfied nor Dissatisfied	34	3.67%
1 - Somewhat Dissatisfied	7	0.76%
0 - Very Dissatisfied	20	2.16%
Total	927	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	1,377	94.38%
Somewhat	55	3.77%
No	27	1.85%
Total	1,459	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	10-Oct	11-Nov	Total
Everett Fire Department	2,303	1,960	1,889	1,969	2,139	2,121	2,262	2,288	2,002	1,993	2,005	22,931
Marysville Fire District	1,220	1,049	1,105	1,101	1,161	1,130	1,243	1,236	1,182	1,182	1,178	12,787
Mukilteo Fire	235	162	206	157	168	180	192	210	201	171	198	2,080
North County Regional Fire Authority	755	634	725	669	722	741	829	800	721	782	750	8,128
Sky Valley Fire	63	58	67	57	99	68	119	107	81	98	80	897
Snohomish County Airport Fire Department	34	23	29	18	29	19	30	47	26	28	20	303
Snohomish County Fire District #15	129	95	104	137	123	120	130	141	143	122	137	1,381
Snohomish County Fire District #16	23	10	24	11	29	11	25	23	26	19	25	226
Snohomish County Fire District #17	153	161	154	139	154	179	210	186	164	168	200	1,868
Snohomish County Fire District #19	35	33	47	30	30	20	44	40	30	38	33	380
Snohomish County Fire District #21	74	75	65	56	74	62	110	82	67	68	84	817
Snohomish County Fire District #22	39	42	51	35	32	23	39	52	41	41	53	448
Snohomish County Fire District #24	48	44	51	33	41	52	49	55	62	47	31	513
Snohomish County Fire District #25	3	7	3	5	7	12	17	12	13	11	6	96
Snohomish County Fire District #27	1	3	1	1	1	3	3	2	4	3	1	23
Snohomish County Fire District #4	289	218	306	304	285	313	310	366	324	296	368	3,379
Snohomish County Fire District #5	119	86	97	91	81	109	128	118	97	93	112	1,131
Snohomish Regional Fire and Rescue	1,112	933	911	911	970	1,032	1,222	1,132	1,039	968	1,059	11,289
South Snohomish County Fire and Rescue	3,461	2,685	2,838	2,900	3,086	3,001	3,304	3,189	3,167	3,059	3,015	33,705
Total	10,096	8,278	8,673	8,624	9,231	9,196	10,266	10,086	9,390	9,187	9,355	102,382

Police Calls - All

IncidentDepartment	01-Jan	02-Feb	03-Mar	04-Apr	05-May	06-Jun	07-Jul	08-Aug	09-Sep	10-Oct	11-Nov	Total
Arlington Police Department	2,034	1,944	2,252	2,312	2,457	2,415	2,652	2,634	2,578	2,229	2,142	25,649
Brier Police Department	630	631	981	860	883	743	576	569	803	1,165	1,199	9,040
Darrington Police Department	84	113	108	122	114	100	104	101	158	195	175	1,374
Edmonds Police Department	1,830	1,925	1,898	1,889	2,036	2,225	2,600	2,302	2,125	2,081	1,950	22,861
Everett Police Department	10,817	10,250	10,945	10,580	11,026	11,024	11,862	11,413	11,152	10,739	9,500	119,308
Gold Bar Police Department	217	202	239	260	233	226	272	192	212	159	166	2,378
Granite Falls Police Department	399	382	302	351	286	319	345	437	379	410	365	3,975
Index Police Department	46	52	52	47	51	52	52	57	47	49	52	557
Lake Stevens Police Department	1,743	1,634	1,749	1,929	1,879	1,931	1,976	1,755	1,975	1,840	1,688	20,099
Lynnwood Police Department	3,293	3,224	3,426	3,439	3,509	3,273	3,562	3,414	3,525	3,833	3,346	37,844
Marysville Police Department	5,392	4,983	5,472	5,306	6,143	5,757	6,329	5,916	6,065	5,473	5,038	61,874
Mill Creek Police Department	1,598	1,468	1,630	1,583	1,573	1,484	1,265	1,362	1,397	1,501	1,389	16,250
Monroe Police Department	1,665	1,566	1,447	1,712	1,930	1,801	2,052	1,733	1,688	1,901	1,795	19,290
Mountlake Terrace Police Department	1,590	1,481	1,553	1,556	1,699	1,553	1,669	1,596	1,701	1,784	1,876	18,058
Mukilteo Police Department	1,954	1,938	2,018	2,038	1,925	1,788	2,001	2,038	1,745	2,044	1,790	21,279
Snohomish County Sheriff's Office	11,995	11,373	12,575	12,802	13,930	13,732	15,163	14,132	13,537	13,431	12,319	144,989
Snohomish Police Department	783	704	887	800	1,086	880	1,054	1,368	1,246	1,240	1,026	11,074
Stanwood Police Department	688	579	680	807	701	759	745	750	748	735	680	7,872
Stillaguamish Tribal Police	2,064	1,931	1,697	1,897	1,673	1,985	2,185	1,975	1,869	1,901	1,841	21,018
Sultan Police Department	505	585	525	492	518	470	530	524	498	502	449	5,598
Woodway Police Department	54	47	70	61	60	66	57	58	67	44	49	633
Total	49,381	47,012	50,506	50,843	53,712	52,583	57,051	54,326	53,515	53,256	48,835	571,020

Board Executive Briefing

Subject: Leading High-Performance Cultures
December, 2024

SNO911 is proud to announce its participation in the Leading High-Performance Cultures Project (LHPC), an initiative designed to address generational challenges, improve workplace culture, and potentially reverse the staffing crisis in public safety agencies.

LHPC, facilitated by Dr. Renee Thornton of Pathfinder Resilience, emphasizes developing leadership, human, and wellness capital. It seeks to establish a workplace culture where employees are engaged, motivated, and held accountable to a shared standard of excellence. The project employs a bottom-up approach, ensuring input from all levels of the organization.

In early 2024, SNO911 worked directly with Dr. Thornton to morph her public safety focused program to be tailored and available exclusively to North American 911 Emergency Communications Centers. We solicited other forward-thinking leaders in 911 to join us. Ultimately, 20 out of 150 agencies who expressed interest were selected. In August, adjacent to the APCO International conference in Orlando, FL, Supervisor Marie Arnold and Director of Operations Andie Burton attended an eight-hour initial LHPC session.

Current project leaders have access to:

- A Culture Change Playbook, exclusive to project participants, providing actionable strategies for fostering high-performing teams.
- Monthly virtual cohort meetings to share insights and foster peer support.
- Opportunities for inter-agency collaboration with other leading 911 centers across North America, including Edmonton Police Service, South Sound 911, and E911 in Maine

As part of the project, SNO911 invited dispatch staff and operations leadership to participate in a Current State Analysis. This process assesses perspectives on trust, values, and workplace dynamics. Participants were able to choose from a brief Likert-scale survey or a detailed version with space for additional context, enabling richer insights into organizational culture. The intent of this data is to provide insight into the employee experience and culture at that particular snapshot in time. As we work through the LHPC project, we will have additional opportunities to participate in further analyses to gauge progress.

Expected benefits of LHPC participation include, but are not limited to:

- Improved Resilience and Morale: Staff will gain access to tools for personal and professional development, starting with the Status Quo Challenge, an updated version of Dr. Thornton's acclaimed Navigating Adversity online course
- Enhanced Recruitment and Retention: By clarifying and showcasing our agency's unique culture, SNO911 will better attract talent that aligns with our values
- Strategic Insights and Data-Driven Decisions: Regular feedback loops will guide leadership in creating sustainable, impactful changes

Our involvement highlights our belief in the exceptional potential of our staff and leadership and our genuine desire to build on previous efforts to optimize a healthy workplace culture.

The Call

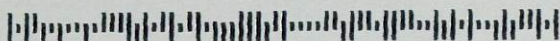
THE OFFICIAL PUBLICATION OF NENA:
THE 9-1-1 ASSOCIATION

ISSUE NO. 50

PIONEERING 9-1-1 RESILIENCY SOLUTION ENSURES UNINTERRUPTED EMERGENCY RESPONSE

The Regional Resiliency Initiative is a major innovation combining Next Generation 9-1-1 (NG 9-1-1) with Washington State's Emergency Services IP Network (ESInet) and CAD-L, a custom-built cloud-based CAD solution designed for ECC resiliency preparedness. Earlier this year, both ECCs conducted a live 9-1-1 drill that validated a vision more than four years in the making.

P-1 P6-130-*****AUTO**3-DIGIT 982
11664829 NEN-T0324
Kurt D Mills
Snohomish County 911
1121 SE Everett Mall Way Ste 200
Everett WA 98208-2832



PRSR STD
US POSTAGE PD
FARGO ND
PERMIT #43

NENA
THE 9-1-1 ASSOCIATION

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	23	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 117
F/T Vacancies 6

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees) 94.4%
Staffing Strength (excl. trainees, relief, LOA's) 74.8%
Staffing Strength (Adjusted) 72.0%

Appointive Staff

Approved 47
Filled 47
Vacancies 0
RRP Term Limited Approved 2
RRP Term Limited Filled 1
RRP Term Limited Vacancies 1

Relief & Part-Time Dispatchers

Currently Filled 5

Long-Term Leaves of Absence

F/T Dispatchers (including trainees) -1

Agency-Wide Headcount

Total # of Employees (no exclusions) 170

Dispatchers - Full Time

Approved 107
Filled 101
Vacancies 6

Dispatch Supervisors

Approved 16
Filled 16
Vacancies 0

Senior Leadership (Directors)

Approved 6
Filled 6
Vacancies 0

Operations

Approved 5
Filled 5
Vacancies 0

Finance/HR/Records/Admin

Approved 13
Filled 13
Vacancies 0

Tech/Radio

Approved 23
Filled 23
Vacancies 0
RRP Term Limited Approved 2
RRP Term Limited Filled 1
RRP Term Limited Vacancies 1

Recruitment Status

PST Dispatchers Exam	2
CritiCall Test Invites Sent - Nov	317
CritiCall Tests Complete - Nov	114
Interview	10
Polygraph Exam	1
Background Check	3
Psyche and/or Drug/Hearing	0
Onboarding/Orientation	0

The next PST test is scheduled to take place on **Dec 12, 2024**Number of tests invites sent out for academies scheduled for **Feb and Apr 2025**Of these completed tests, **21** received a passing scoreInterviewing for upcoming academy scheduled in **Apr 2025**Scheduled for polygraph exam (or awaiting results) for **Apr Academy**Currently in process of background check with PST for **Apr Academy**Scheduled for psych or drug/hearing test (or awaiting results) for **Apr Academy**Final job offer signed. Awaiting the start of the **Apr Academy**

YTD Dispatch Trainees Hired 30

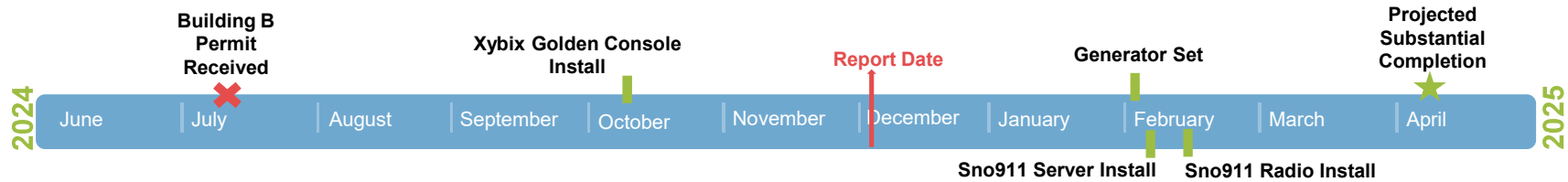
2024 Hires

Employment Separations YTD

Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	2	0	0	1
New Job - Not 911	2	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	4	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

31



Progress

- Building B Air Handler Unit was lifted and set in place.
- Generator and Mechanical Yard block walls have been erected.
- Cabinetry has begun to be installed.
- Electrical pathway and conduit being installed under dispatch center raised floor.
- Ceiling grid and lights are being installed on level B and 1 of building B.

Schedule

- Substantial Completion is still tracking April 9, 2025.
- Owner Move in on schedule for April 2025.

Budget Updates

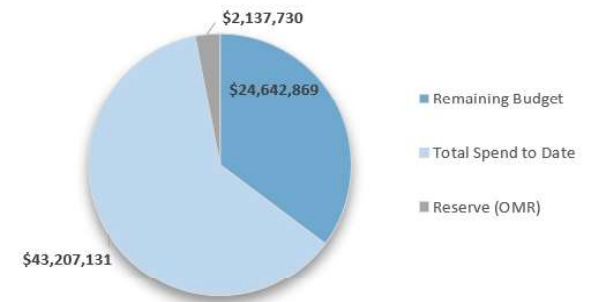
- Change Order #1 has been executed.
- 8 PCO's have been submitted for review for the month of November.
- Betterments are being reviewed for addition to the project.

Upcoming Milestones

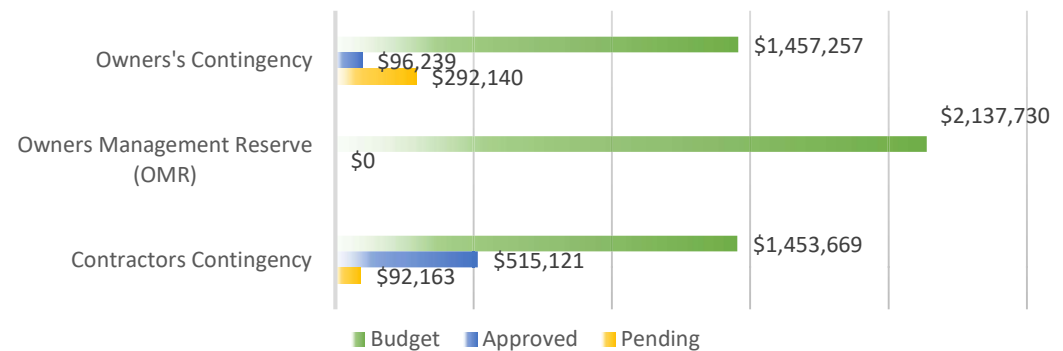
- Ballistic Glazing is planned to start being installed the end of November.
- Site fencing to start first week of December.
- Generator scheduled to be placed onsite early February.
- Console install date set for February 25th.

Budget Summary

Total Project Budget \$67,850,00.00



CONTINGENCY USAGE



**Snohomish County 911
Finance Committee
Meeting Summary for November 14, 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
Sharon Brendle	x	Tiffani Brown	x	Rebekah Kuempel	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. Kurt introduced Administrative Assistant, Rebekah Kuempel to the committee.
2. **Reports.**
 - A. **Blanket Voucher Report for November 2024.** Dave had a question on the Paging System expense of \$416,000. Terry explained that it was a Milestone Payment No. 2 on the contract with School Health. The agency piggybacked on a cooperative purchasing agreement through School Health, which allowed them to purchase the paging system hardware. There will be two additional milestone payments for this project. Terry reminded the committee that there is a cost share agreement for this with NORCOM.
Ryan Lundquist moved to recommend the Blanket Voucher Report for November 2024 for Board approval. Seconded by Jenna Nand. The motion passed with all in favor.
 - B. **Fund Balance Report for November.** Informational only. Kurt added that staff have been talking about moving some of the funds to the ICS (Insured Cash Sweep) account, and will likely come back after the first of the year to present it to the committee. Wade explained that they strongly recommend Fund 90 (General Reserve) move to the ICS account. This is an interest bearing account.
3. **Old Business.**
 - A. **SAO Audit Update.** Wade reported that the Audit Exit Conference took place earlier in the week. There are no findings, no management letter, no formal recommendations, and only one informal recommendation related to credit cards. Initially, the auditor wanted the agency to lock up credit cards, where they would be checked out as needed. The impracticality of that process was explained and understood.
4. **New Business.**
 - A. **APF – Piggyback contract with the University of Washington.** This contract has to do with furniture being purchased for the new facility. Ken Klein moved to recommend the Board to put on the consent agenda to authorize the SNO911 Executive Director or his designee to sign the Intergovernmental Cooperative Purchasing Agreement with the University of Washington

as substantially presented, pending final legal review. The motion was seconded by Jenna Nand and passed with all in favor.

- B. **APF – National Public Safety Group.** Kurt explained that the group had been working on finding a consultant to support their analysis of the county’s public safety software system. The contract was attached for the committee’s review. The proposed funding for this consultant will be coming from the Capital Plan. Jenna Nand moved to recommend the Board approve an agreement with NPSG materially as presented, pending final legal review. The motion was seconded by Ryan Lundquist and passed with all in favor.
- C. **APF – Capital Funds 80 and 85.** Kurt went over the different funds and their plans. Dave asked that after the new facility project wraps up, he suggests having a Capital Project workshop so the committee better understands how the various projects are set up and sourced. Kurt agreed. After a thorough explanation, the committee took the following action. Ryan Lundquist moved to recommend Board approval of Fund 80 and Fund 85, Capital Plans, for 2025. The motion was seconded by Ken Klein and passed with all in favor.
- D. **MRSC Rosters Resolution.** Wade explained that the State recently passed some new laws asking agencies to adopt a small works vendor roster. SNO911 chose to adopt the existing MRSC Small Works Roster. The resolution has been through legal review. Ryan Lundquist moved to recommend the Board adopt the MRSC Rosters Resolution. The motion was seconded by Jenna Nand and passed with all in favor.
- E. **APF – Procurement Policy Update.** Wade presented the red-lined version of the policy showing proposed changes, along with a clean version. The changes have gone through legal review. This policy also approves the MRSC Small Works Roster as the agency’s vendor roster of record, as well as allowing SNO911 to use Direct Purchasing. He explained this as the ability to purchase items under \$150,000 to the extent they seek out Small Minority and Women Owned Businesses. This eliminates the need to go through a Piggyback situation or a competitive bid process. This policy update doesn’t change the Director’s signing authority limitations on unbudgeted items. Jenna Nand moved to recommend the Board approve the updates to the SNO911 Procurement Policy, as presented. The motion was seconded by Ryan Lundquist and passed with all in favor.
- F. **Draft of Service Level Agreement (SLA) for SCEMSA.** Terry provided some background information on the SLA draft, and explained that this agreement will provide the needed support to the new SCEMSA agency once it’s stood up in the first quarter of 2025. This includes hiring staff on their behalf, providing clerical, human resources and finance department support. Staff will then be loaned out to SCEMSA. The SLA outlines all the terms and conditions on how the agreement will work. This is only a draft, with the final to be negotiated with the new SCEMSA Board of Directors. Fire Agencies, while contemplating their support for the new EMS agency, asked to review a draft of this Service Level Agreement. Costs for services will be determined on a month-to-month basis. An Executive Summary will also be prepared and shared with the Board and Fire Agencies. Ryan Lundquist moved to recommend sending out the draft SLA to the full board for their review as an initial offer. The motion was seconded by Ken Klein and passed with all in favor.

G. Draft ILA changes connected with SCESMA SLA. Terry explained that with the SLA, the SNO911 ILA will also need to be updated by each of their legislative bodies to approve the change. A cover letter outlining changes will also be provided. **Ryan Lundquist moved to recommend forwarding the draft ILA changes to the full board for their review. The motion was seconded by Jenna Nand and passed with all in favor.**

H. Draft MOU with North Sound ACH. Terry provided some background on this proposal. In January 2023, SNO911 implemented the Nurse Navigation program. He explained that the idea behind the program is to help ease the number of responses for those that may not need to go to the emergency room at the hospital. Once the call is screened and determined that it can be forwarded to a registered nurse who will spend more time with the caller and try to get them routed to a more appropriate place for care. North Sound ACH is offering to fund \$200,000 for this project. Terry estimates the total cost will be somewhere between \$300,00 to \$400,000, depending on call volume. Since this is a relatively new program, they plan to bring it back to the Fire Chiefs Association to get their confirmation for continuing the county-wide program. **Ryan Lundquist moved to recommend the Board approve the MOU with North Sound ACH. The motion was seconded by Ken Klein and passed with all in favor.**

- 5. Good of the Order.** Kurt reported that Motorola realized some additional costs related to the Machias Site Tower due to it being located in a wetland. This occurred after what staff understood was going to be the projects final change order expending the remaining project dollars. The committee understood there would be more discussion on the matter.
- 6. Adjourn.** The meeting was adjourned at 2:44 p.m. The next Finance Meeting is scheduled for January 16, 2025 at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for December 11th, 2024 9:00 a.m.

Meeting Attendance:

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

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

The meeting was called to order by Committee Chair Chief Beazizo at 9:00am.

Kurt introduced Rebekah Kuempel, SNO911's new Administrative Assistant who will be helping with committee meetings.

- Review Staffing Report.** Terry walked the committee through the report pointing out we are only down 6 FTEs right now, and the five-person academy started last week. He spoke about the additional four dispatch positions that the Board approved as part of the 2025 budget will be added to the report which will increase the vacancy number to 10. Staff has been focusing on training and moving towards the engagement schedule goal. Kurt added that the next academy is in April and in order to ensure retention of quality candidates there is a plan to bring them in on the administrative side until the background process is complete to help with various admin duties while occupying one of the vacant dispatch positions. There is no additional cost to this change.
- Leading High-Performance Cultures Project (LHPC).** Andie gave an update on a program she is leading which focuses on culture and wellbeing of the staff. SNO911 is participating with the Leading High Performance Cultures Project an initiative designed to address generational challenges, improve workplace culture and potentially reverse the staffing crisis in public safety agencies. An overview of the project was included in the packet. Committee members commended staff for their participation in the program. Feedback from participants has been positive.
- Personnel Administrative Policy Revisions.** Rosie reviewed the changes proposed and redlined version of the policy changes was included in the packet. Chief Beazizo moved to put this item on the consent agenda for next week's board meeting, seconded by Chief Ventura.
- Round Table.** None
- The committee adjourned at 9:23am. The next Personnel Committee Meeting is scheduled for January 8th, 2024 at 9:00 am.