

Skagit 911 Request For Proposals Strategic Plan



Proposals must be received no later than 3:00 p.m. on Monday, February 20th, 2023

Skagit 911
2911 East College Way, Suite A
Mount Vernon, WA, 98273

Request For Proposals

Skagit 911 Strategic Planning Assistance

for the

Skagit 911 Consolidated Communications Center

2911 E. College Way, Suite A

Mount Vernon, WA 98273

Proposals will be received until 3:00 p.m. Pacific Daylight Savings Time, 20th day of February, 2023 at the Skagit 911 Administrative Office located at 2911 East College Way, Suite A, Mount Vernon, WA 98273. Proposals shall be submitted electronically to RFP-RFQ@Skagit911.us. Any proposal received after the deadline will be returned unopened.

This Request for proposal may be obtained at Skagit 911 at the above address or electronically on Skagit 911's website: www.skagit911.us.

Prospective companies (hereinafter referred to as Vendor, Contractor, Bidder, Proposer) shall examine the information contained herein and shall comply and conform strictly to the conditions and instructions set forth in this document. Questions regarding this proposal should be directed to Helen Rasmussen, Director, by calling 360-428-3201 or via email rasmussenh@skagit911.us. Inquiries and replies will be sent out to all known proposers. To be placed on the proposers list, please email Helen Rasmussen at rasmussenh@skagit911.us with the subject line "Skagit 911 Strategic Plan".

Skagit 911 reserves the right to reject any and all proposals in whole or in part or to waive any informality in the proposal process if it is determined to be in the best interest of Skagit 911. Skagit 911 is not obligated in any way to award a contract under this request for proposals.

Proposals may be held by Skagit 911 for a period not to exceed one-hundred twenty days (120) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposer prior to awarding the contract.

Purpose

The Skagit 911 Consolidated Communications Center is soliciting consultant proposals for professional services associated with assisting and facilitating development of a

Strategic Plan for Skagit 911. The major objectives of the planning effort include developing and defining the future state of the organization, capturing and defining the vision, mission, and values, and determining objectives and strategies to help achieve the short-term, mid-term and long-term goals and overall mission of the organization. This request invites qualified consultants to submit proposals for the accomplishment of the items of work described below under Scope of Services. Proposals shall be prepared and submitted in accordance with the requirements described in this Request for Proposals (RFP). Once the firm is selected, a contract will be negotiated based on a mutually agreed upon scope of services.

Skagit 911 Background

Skagit 911 was created in 1998 as the Primary Service Answering Point (PSAP), a consolidated public safety call answering and dispatch facility in Skagit County. In 2016, Skagit 911 was reorganized as a non-profit, interlocal governmental agency and is governed by the Board of Directors consisting of three county commissioners and the mayors of the towns and cities of Skagit County.

Skagit 911 serves a population of approximately 132,000 citizens and provides dispatching services for 27 Fire Agencies, 5 Law Enforcement Agencies, 3 Tribal Law Enforcement Agencies, National Parks Law Enforcement, and the Seattle City Light Fire Brigade. Skagit 911 processes around 230,000 911, non-emergent and administrative calls on an annual basis.

Skagit 911 owns most of the public safety radio system. The system consists of 28 radio sites connected via an IP (MPLS) backhaul system, 19 simulcast sub-systems, and 4 standalone radio base stations or repeaters.

Skagit 911 is funded through a 911 telephone tax, agency user fees, and a 1/10th of 1% sales tax. The 2023 annual operating budget is \$8,720,820.

In 2019 Skagit 911 contracted with the Association of Public-Safety Communications Officials (APCO) International to do a full review of Skagit 911, to be used as the foundation of strategic planning. This review included the analysis of the organizational structure, financial elements, succession planning, emerging technologies, administration, hiring, operations, technology assessment, facility assessment and workforce analysis.

1. Instructions to Proposers

- 1.1. Each proposal must be received before the deadline. Proposals shall be submitted electronically via email to RFP-RFQ@Skagit911.us.
- 1.2. Proposals may be withdrawn personally, by written request, or email, sent by the proposer in time for delivery in the normal course of business prior to the time fixed for opening the proposals. Negligence on the part of the proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after such proposal has been opened.
- 1.3. Conditional proposals will not be accepted.
- 1.4. Should a proposer find any omissions, discrepancies or errors in the Proposal Documents or should they be in doubt as to the meaning of the requirements or other Proposal Documents, they should immediately notify Skagit 911 who may correct, amend, or clarify such documents by a written interpretation or addendum delivered to all registered bidders via email and posted on the Skagit 911 web site. No oral interpretations shall be made to any proposer and no oral statement of Skagit 911 shall be effective to modify any of the provisions of the Proposal Documents.
- 1.5. The proposal will be awarded to the proposer submitting the proposal that results in best value to Skagit 911 while complying with all conditions set forth in these Request for Proposal Documents. The completion date and other factors may be considered in the awarding of the contract. and may result in an award to a vendor other than the proposer quoting the lowest price.
- 1.6. Skagit 911 ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from the federally assisted programs and activities.
- 1.7. Proposals shall be pre-screened and a nonresponsive proposal shall be: 1) a proposal response that that is missing any or all of the proposal documents called for in this document, 2) a proposal response that takes complete exception to the request for proposal specifications, or 3) a proposal response that does not comply with any mandatory requirement spelled out in the request for proposal specifications.
- 1.8. Documents required to be submitted with the proposal include:

- 1.8.1. **Cover Letter** – A signed letter stating the full name and address of the firm, a brief statement of the proposer’s understanding of the work to be done, a statement why the firm believes itself to be the best qualified to perform the work. The name address, and telephone number, and email address of the person with the primary responsibility for developing the proposal and to whom questions may be directed.
- 1.8.2. **Organizational Capabilities** – Provide an overview of the firm, organizational structure, and the names of the principals.
- 1.8.3. **Staff Qualifications** – Proposals shall identify each member of the firm’s staff who will be assigned to work on this project and the role they will perform. A resume stating the background and qualifications of everyone named should be included in this section.
- 1.8.4. **Experience/References** – Proposal shall include a description of the kinds of projects the firm has completed and the firm’s experience in handling executive projects of this scope and nature. A list of at least three (3) similar projects including the name, address, project value, telephone number and email of the primary contact person shall be included in the proposal. Skagit 911 may contact the entities named and any information gathered may be used in scoring the proposals.
- 1.8.5. **Project Plan** – Provide a proposed project plan to meet the requirements of the Scope of Work, including a proposed project schedule. The proposer must identify all assumptions and constraints on which the project plan is based and shall include an estimate of hours for each task and total hours for the project.

Project Plan Requirements:

- 1.8.5.1. Demonstrate a working knowledge of executive level government policy making facilitation work.
- 1.8.5.2. Demonstrate the firm’s experience with policy making boards made up of elected officials, technical Advisory Groups, and subject matter experts or similar governance structures.

- 1.8.5.3. Example of final report and meeting minutes - Proposals shall provide one (1) example of a report and meeting minutes from a similar project conducted within the last five (5) years.
- 1.8.5.4. Statement of lessons learned on previous facilitation projects - The proposer shall assess their execution of prior projects and identify areas where improvements were indicated.
- 1.8.5.5. Cost Proposal – A breakdown of the proposed number of hours for each portion of the plan development should include the hourly rate, travel expenses and any additional fees that may be associated. The cost proposal should be tied to clearly defined phases and milestones to allow for staged payment for services.
- 1.8.5.6. Non-Collusion Affidavit
- 1.8.5.7. Proof of Insurance
- 1.8.5.8. Proposal Authorization Form

2. General Requirements

- 2.1. Pricing Maintained - Pricing offered under this proposal shall be good for one hundred eighty days (180) days from the date the contract is signed.
- 2.2. Preparation Costs – Skagit 911 shall not be liable for any pre-contract costs incurred by interested contractors participating in this request for proposal process.
- 2.3. Permits, Licenses, and Certificates - The contractor, at their sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract.
- 2.4. Assignment of Contract - The Proposer shall not assign this contract nor any part thereof, nor any moneys due or to become due there under, without prior written approval of Skagit 911.
- 2.5. Project Timeline – To be determined

3. Methodology

The layout and the design of the plan shall be mutually agreed upon during the development of the work plan. It is anticipated the plan will:

- 3.1. Address and modify, if necessary, the organization's mission, vision, and organizational values.
- 3.2. Identify, clarify, and establish initiatives, goals, and objectives for the life expectancy of the plan.
- 3.3. Define outcomes against which the organization can periodically measure performance.
- 3.4. Provide guidance for managers throughout the organization in developing supporting plans ensuring consistent direction and the accomplishment of initiatives and strategic goals.
- 3.5. Be designed in such a way that it will be utilized throughout the organization as a "living document" and essential management tool.

4. Scope of Work

The consultant will perform the following:

- 4.1. Work with the project team and develop a work plan. The work plan will identify:
 - 4.1.1. Primary work to be performed
 - 4.1.2. Deliverables
 - 4.1.3. Person responsible for each work product
 - 4.1.4. Timetable for each work product
 - 4.1.5. Identify key and supporting stakeholders
- 4.2. Review baseline information consisting of prior reports, studies, or documents
- 4.3. Conduct stakeholder interviews and gather information

- 4.4. Utilize information gathered from the work plan, baseline information, and stakeholder interviews and perform a gap analysis between what is currently being done and what the information provides
- 4.5. Present updates to the Board of Directors periodically
- 4.6. Develop and prepare a strategic that outlines:
 - 4.6.1. Strategic initiatives
 - 4.6.2. Goals
 - 4.6.3. Objectives
 - 4.6.4. Priorities
 - 4.6.5. Timeline
 - 4.6.6. Responsibilities
 - 4.6.7. Critical tasks
 - 4.6.8. Performance Indicators
 - 4.6.9. Outcomes

5. Evaluation Process

- 5.1. Accepted proposals will be evaluated and scored against the following criteria:

Scoring Criteria	Points
1. Qualifications of Firm and Staff	20
2. Experience	15
3. Project Plan	15
4. Response to Scope of Work	20
5. Example Report and Meeting Minutes	5
6. Cost	15
7. References	10
Total Points	100

5.2. The top ranked firms may be invited to do an in-person presentation of their proposal and an interview. Presentation/Interview Scoring Criteria

Scoring Criteria	Points
1. Quality of Oral Presentation	5
2. Quality of Visual Presentation	5
3. Past experience and applicability to this project	5
4. Ability to clearly answer all questions presented	5
5. Professionalism of presenter	5
Total Points	25

5.3. Final award will be based on the scoring criteria and, if held, the presentation/interview scores combined with the written score.

6. Proposal Checklist

Cover Letter	
Organizational Capabilities	
Staff Qualifications	
Experience/References	
Project Plan	
Non-Collusion Affidavit	
Proof of Insurance	
Proposal Authorization Form	

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)

)

COUNTY OF SKAGIT)

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor or Vendors.

Signature of Vendor/Contractor

Subscribed and sworn to before me this ____ day of _____, .

Notary Public in and for the State of Washington.

Residing at _____

My Comm. Exp.: _____

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the Skagit 911. The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance Certificate Holder – Skagit 911
The Certificate must name the Skagit 911 as additional insured: Skagit 911, their Board of Directors, officers and employees are named as additional insured.

Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

- 2) Professional Liability Certificate Holder – Skagit 911
Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

Date

Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement
this ____ day of _____, _____.

Proposal Authorization

As the _____ of the company, I certify that I am
empowered to act on behalf of _____ in signing proposals.

Signature

Printed Name and Title

Notary Public in and for the

State of: _____

Residing: _____

My Commission Expires: _____

PROFESSIONAL SERVICES AGREEMENT

Skagit 911

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into on this [Date], by and between SKAGIT 911, an interlocal non-profit corporation organized under the laws of the State of Washington (“**Skagit 911**”), and [Contractor Name], a [limited liability company, corporation, sole proprietorship, etc.] (“**Contractor**”).

WHEREAS, Skagit 911 is in need of and desires to engage the Contractor to provide Strategic Planning services; and

WHEREAS, the Contractor represented and by entering into this Agreement now represents that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engagement of Contractor.

- 1.1 Skagit 911 hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the work and provide the services described in the attached Exhibit A (“**Scope of Work**”) in a competent and professional manner. Without a written directive from the Skagit 911 Executive Director, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work.
- 1.2 If the Contractor’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between Skagit 911 and the Contractor.
- 1.3 Nothing herein shall be deemed to prevent Skagit 911 from assigning duties that could be performed by the Contractor under this Agreement to other persons or entities, either by way of contract or employment.
- 1.4 Contractor agrees to obtain any necessary business or other license including, if applicable, a Department of Revenue account, City of Mount Vernon Business License, and/or unified business identifier number prior to performing any work pursuant to this Agreement. Contractor also agrees to maintain any applicable professional licensure required prior to performing any work pursuant to this

Agreement (i.e. licensed as a Professional Engineer if performing professional engineer work).

2. **Term.** The term of this Agreement shall commence on [Date] (“**Commencement Date**”) and continue until [Date] (“**Term**”).

3. **Compensation.**

3.1 Payment to the Contractor for services performed pursuant to this Agreement shall be as described on **Exhibit B (“Compensation”)**.

3.2 Contractor shall submit itemized billings to Skagit 911 at [Insert method of payment]. Skagit 911 shall pay the contractor within thirty (30) days of receipt and approval of the Contractor’s invoices.

3.3 The Contractor shall refund any amounts billed under this Agreement for which payment has been made that are determined as a result of audit or other examination to be ineligible for payment.

3.4 Expense Reimbursement: Any expenses that the Contractor would like reimbursed by Skagit 911 shall be submitted to the Skagit 911 Executive Director for pre-approval in writing prior to incurring the expense. Skagit 911 retains discretion to approve or deny expenses. Any expenses that are pre-approved in writing by the Skagit 911 Executive Director are deemed “**Eligible Expenses**”. To receive payment for Eligible Expenses, the Contractor shall submit a receipt to the Skagit 911 Executive Director within thirty (30) days of incurring the expense.

3.5 Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by a Skagit 911 representative for two (2) years after final payment. Copies shall be made available on request.

3.6 If the services provided do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. Skagit 911 may withhold payment for such services until the work meets the requirements of the Agreement.

4. **Independent Contractor Status.** Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of Skagit 911. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of Skagit 911, including but not limited to benefits such as vacation pay, holiday pay, sick leave pay, and insurance benefits. Except for the very general direction of Skagit 911’s Executive Director, which does not affect Contractor’s independent contractor status, Contractor specifically has the

right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so-called employer taxes and contributions, including but not limited to industrial insurance (Workers Compensation) and that the Contractor agrees to indemnify, defend and hold Skagit 911 and its member agencies harmless from any claims, valid or otherwise, made to Skagit 911 or its member agencies because of these obligations. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes such as state or local business and occupation taxes) fees, licenses, excises or payments required by any federal, state or local legislation which are now or may during the term of this Agreement become due and applicable by virtue of Contractor's work.

This Agreement in no way limits the Contractor from providing services with other organizations and/or to the general public.

Skagit 911 shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing, and Contractor shall not bind Skagit 911 in any manner, unless specifically authorized to do so in writing.

5. Ownership of Tangible Property, Intellectual Property, and Derivative Rights.

- 5.1 Any and all intellectual and tangible property which shall include, but is not limited to, data, analyses, documents, photographs, plans, processes, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or Contractor's subcontractors for delivery to Skagit 911 pursuant to this Agreement shall become the sole and absolute property of Skagit 911 upon completion of the services and payment in full of all payment due to the Contractor of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in Skagit 911 at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by Skagit 911 is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.
- 5.2 Skagit 911 may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Contractor.
- 5.3 Contractor warrants that its subcontractors have conveyed to it all rights to intellectual and tangible property consistent with the foregoing. Contractor shall

indemnify, defend, and hold Skagit 911 harmless for and against any and all infringement claims brought or threatened as a result of a material breach of this provision.

6. Modifications. This Agreement may be modified as to terms of performance, compensation, or other matters upon mutual agreement of the parties, which shall become effective only upon written amendment to this Agreement executed by both parties.

7. Indemnification. The Contractor shall protect, save harmless, indemnify, release, and defend Skagit 911 and its respective appointed officials, officers, employees, agents, member agencies, successors, and assigns from and against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees arising directly or indirectly out of Contractor's acts, errors or omissions of the Contractor in the performance of this agreement, including any claims by the Contractor's employees or third parties. Additionally: It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

8.1 **No Limitation.** The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit Skagit 911's recourse to any remedy available at law or in equity.

8.2 **Minimum Scope of Insurance.** The Contractor shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. Skagit 911 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for Skagit 911 using an additional insured endorsement at least as broad as ISO CG 20 26.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
3. Professional Liability insurance appropriate to the Contractor's profession.

- 8.3 **Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:
1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- 8.4 **Other Insurance Provision.** The Contractor's Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respects Skagit 911. Any insurance, self-insurance, or self-insured pool coverage maintained by Skagit 911 shall be excess of the Contractor's insurance and shall not contribute with it.
- 8.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.6 **Verification of Coverage.** The Contractor shall furnish Skagit 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- 8.7 **Notice of Cancellation.** The Contractor shall provide Skagit 911 with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- 8.8 **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Skagit 911 may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Skagit 911 on demand, or at the sole discretion of Skagit 911, offset against funds due the Contractor from Skagit 911.
- 8.9 **Skagit 911 Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, Skagit 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Skagit 911 evidences limits of liability lower than those maintained by the Contractor.

9. **Legal Requirements.** The Contractor shall comply with all applicable Federal, state, and local laws, and Skagit 911 policy and procedures, Standard Operating Procedures and General Orders in the performing this contract, including, but not limited to, laws and policies and procedures against discrimination. Violation shall be a material breach of this Agreement and may result in ineligibility for further work for Skagit 911.

10. Termination.

10.1 **Skagit 911 Termination.** Skagit 911 reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor (“**Notice**”). The Notice shall specify a termination date (“**Termination Date**”) at least fourteen (14) days after the date the Notice is issued. The Notice shall be Effective (“**Notice Date**”) upon the earlier of either actual receipt by Contractor or three (3) calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as e-mail or fax. Skagit 911 does not by this section waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provision of this Agreement. At its sole option, Skagit 911 may deduct from the final payment due the Contractor (a) any damages, expenses, or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

10.2 **Contractor Termination.** Contractor may terminate this Agreement by providing Skagit 911 with no less than sixty (60) days prior written notice (“**Notice**”). The Notice shall specify a termination date (“**Termination Date**”) at least sixty (60) days after the day the Notice is issued. The Notice shall be effective (“**Notice Date**”) upon the earlier of actual receipt by Skagit 911 or three (3) calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. The Notice shall be sent by the United States Mail to Skagit 911's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Skagit 911 actual notice in a timely manner, such as e-mail or fax. The Contractor shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Contractor shall fully cooperate in the transition to a successor project manager.

11. Notice.

11.1 Notice to Skagit 911 shall be sent to the following address:
2911 E. College Way, Suite A Mount Vernon, WA 98273

11.2 Notice to the Contractor shall be sent to the following address:

[Insert address]

12. **Exercise of Rights or Remedies.** Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any right or remedy by either party and shall not prevent either party from pursuing that right or remedy at any future time.

13. **Public Records.** Skagit 911 is subject to Washington's Public Records Act, Chapter 42.56 RCW (the "Act"), and the Act defines "Public Record" very broadly. Any records or documents, including electronic records, relating to or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by Skagit 911. Any such request received by the Contractor, including oral requests, must be referred to the Skagit 911 Executive Director immediately so that Skagit 911 may acknowledge the request within five (5) business days of receipt. The Contractor shall not make Public Records available to anyone requesting them unless authorized to do so by Skagit 911. Contractor shall make records available as required by this section without charge to Skagit 911. Following completion of this Agreement, Contractor must deliver all Public Records to Skagit 911.

14. **Confidentiality.** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by Skagit 911 or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit 911 Executive Director or an order entered by a court after having acquired jurisdiction over Skagit 911. Contractor shall immediately give to Skagit 911 notice of any judicial proceedings seeking disclosure of such information.

15. **Non-assignment.** The Contractor shall not subcontract, assign or delegate any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of Skagit 911.

16. **Governing Law; Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this Agreement must be brought in Skagit County Superior Court, Washington.

17. **Severability.** Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

18. **Entire Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

[Remainder of page intentionally left blank. Signatures to follow.]

SKAGIT 911

CONTRACTOR

Helen Rasmussen, Executive Director

[Name, Role]

Date: _____

Date: _____

Exhibit A
Scope of Work

The consultant will perform the following:

- Work with the project team and develop a work plan. The work plan will identify:
 - Primary work to be performed
 - Deliverables
 - Person responsible for each work product
 - Timetable for each work product
 - Identify key and supporting stakeholders
- Review baseline information consisting of prior reports, studies or documents
- Conduct stakeholder interviews and gather information
- Utilize information gathered from the work plan, baseline information, and stakeholder interviews and perform a gap analysis between what is currently being done and what the information provides
- Present updates to the Board of Directors periodically
- Develop and prepare a strategic that outlines:
 - Strategic initiatives
 - Goals
 - Objectives
 - Priorities
 - Timeline
 - Responsibilities
 - Critical tasks
 - Performance Indicators
 - Outcomes

Exhibit B
Compensation