

# Kitsap 911 Board of Directors Meeting

July 20, 2018 (12:00 to 16:00)

Norm Dicks Building

## A G E N D A

1. Call to Order (Ellingson)
2. Additions to the agenda (Ellingson)
3. Public Comment (limited to 2 minutes per speaker) (Ellingson)
4. Adoption of Minutes (Ellingson)
5. Execution of Interlocal Agreement with Kitsap County for E911 Services and Reimbursement of Eligible Expenses (Kirton)
6. 2019 Budget Presentation and possible Adoption of 2019 Operating Budget and Service Fees (Kirton)
7. Board Membership Discussion (Kirton)
8. Staffing Report (Kirton)
9. 4<sup>th</sup> of July Report (Kirton)
10. Good of the Order (All)
11. Adjourn (Ellingson)



## **Kitsap 911 Board of Directors Meeting of June 5, 2018**

### **ATTENDING:**

#### **Board of Directors:**

Ed Wolfe-Kitsap County Commissioner  
Robert Gelder- Kitsap County Commissioner  
Charlotte Garrido, Kitsap County Commissioner  
Sheriff Gary Simpson- Kitsap County  
Rob Putansuu- City of Port Orchard Mayor  
Becky Erickson- City of Poulsbo Mayor  
Kol Medina- City of Bainbridge Island Mayor  
Leslie Daus- City of Bremerton Council Member  
Richard Huddy-City of Bremerton Council Member  
David Ellingson-Fire Commissioner (Chair)  
Dusty Wiley-Fire Commissioner  
Bob Muhleman- Fire Commissioner

#### **Staff:**

Richard Kirton- Executive Director  
Steve Rogers- Finance Manager  
Rachael Taylor- Human Resource Manager  
Stephanie Browning- Administrative Specialist

#### **Absent:**

Greg Wheeler-City of Bremerton Mayor (Vice Chair)

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**Call to Order:** Chair David Ellingson called the meeting to order at 12:31 pm.

**Additional Agenda Items:** None

**Public Comment:** None

**Adoption of the minutes:** Director Becky Erickson made a motion to adopt the minutes from March 6, 2018. Motion was seconded. Three abstentions from Director Rob Gelder, Director Rob Putaansuu and Sheriff Gary Simpson. Motion carried.

### **Recognition of Kitsap 911 Employees**

Chair Ellingson said at the last Board of Director Meeting Deputy Director Jameson-Owens presented Kitsap 911 Performance Measures. In that reports Kitsap 911 met or exceeded all of the performance times. Kitsap 911 is doing an exceptional job and thank you to the 911 Board Membership for insight and leadership. Thank you to the leadership at Kitsap 911 for creating an environment where employees excel. There are three International Awards that were chosen by a third party and this endorses the programs, people and policies in place at Kitsap 911. There were only five awards given and Kitsap 911 received three.

Jamie Siller received the APCO International Telecommunicator of the Year Award Sustained Performance. She has been with Kitsap 911 for seven years and is a member of CAD configuration control board, testing cadre, Training to be an Acting Lead. She was primarily nominated for this award because of her attitude. She is someone you can ask for anything and will be helpful. She usually has a smile on her face when she does it.

Brandon Wecker received the APCO International Information Technology Technician of the Year. He recently was promoted to the Technical Services Manager but prior he was the CAD Systems Administrator. Brandon is a jack of all traits and there is not a system in the back he has not put his hands on. He has also created custom software.

Carmen Bower received the APCO International Trainer of the Year. She has been with Kitsap 911 for nine years. She has been a trainer for 8 years and was selected to participate in the training program early in her career. Carmen also facilitates the call receiver academy. She is always happy to help everyone.

### **Executive Committee Report**

Mr. Kirton stated since the last board meeting, the Executive Committee has taken the following actions:

- \*Adopted Resolution 2018-002, Revising Purchasing Process
- \*Adopted Resolution 2018-003, Declaring Certain Personal Property as Surplus
- \*Ratification of Interlocal Cooperative Purchasing Agreement with Kitsap County
- \*Review and Ratification of Kitsap 911 Service Agreement
- \*Approved various A/P warrants and payroll

### **Small Cities Executive Committee Representative**

Director Erickson has stepped down as the representative of the small cities on the Executive Committee. Director Putaansuu will be the new representative.

### **Finance Report (documents provided)**

Finance Manager Steve Rogers reported on the Financial Report as of the end of April 2018.

34.96% of projected revenues. Sales Tax receipts exceeded budget by 2.74%. With the currently favorable conditions, the trend should continue in the short term. Over all expenditures were 23.08 of the total appropriation budget. Kitsap 911 continues to maintain its thoughtful and conservation approach on expending appropriations. The current financial position is positive. The 2019 budget process has begun and have completed the preliminary projections of revenue.

On May 30, 2018, Kitsap 911 filed their annual report with the Office of Washington State Auditor and Kitsap County Clerk of the Board as required by Ordinance and Charter. 2017 was Kitsap 911 first accounting year; to complete this process BIAS the Financial Accounting Software was engaged to assist in the drafting of the financial statement. The audit process is expected to take place in September 2018. The SAO allows modification to the report up to the audit; modifications are not expected at this time.

*Director Kol Medina said in the delta column in the revenue monthly financials the delta shows the year to date actual and year to date actuals. For the expenditures, the delta shows different data. The presentation is different on the two documents. He personally finds it more useful to see year to date actuals than year to date budget. Mr. Rogers will revise the report, as he was not here when the report was originally created.*

### **Staffing Report**

Human Resource Manager Rachael Taylor reported there are eight vacant positions; one is an assistant supervisor and one a supervisor. However, two conditional job offer letters have gone out to lateral candidates from other Communication Centers. A recruiting session has just wrapped up to hire four trainee positions with an August start date. An assessment center will be conducted at the end of June to promote two employees to assistant supervisor. The Public Safety Systems Engineer is currently being recruited to replace Brandon Wecker.

### **Goals and Tech Projects Report**

Technical Service Manager Brandon Wecker gave a brief project report.

*Alerting Project*-The goal of this project is to deploy an alerting system to all fire stations. The stakeholders groups is in the final stages of selecting a vender. Once this is completed, the recommendation will go to the Chiefs and then a final systems design phase.

*ASAP to PSAP*- This project will allow Alarm Companies to create events in Kitsap 911 CAD system. Currently there is a signed contract and waiting for the vender to give us implementation dates.

*Geospatial routing*-This project prepared Kitsap 911 for the state next generation roll out. The temporary support technician that was heading this project has left for a different job. Most of Kitsap 911 work is completed and the follow up work needed will be done with Kitsap County GIS.

*Address Correction*-This position was funded through the end of the year and we are still evaluating if a temporary employee will be added or divide the work out. The significant

corrections have been completed. Unincorporated Kitsap County, City of Port Orchard and City of Bremerton are mostly completed. Poulsbo and Bainbridge Island are the areas to address next. There were two components to this project, one was needed for next generation and two was to clean up problem addresses for response times. Director Wolfe said Kitsap County Department of Community Development and Kitsap 911 have worked well together.

*Closest Unit Dispatch-* This project changes the way fire units are recommended for calls. Kitsap 911 is working closely with fire on a pilot projects. If things go well on the pilot project, they may refocus and be ahead of schedule.

*ESINET-* This is project to connect Kitsap 911 to the State IP based 911 network. Kitsap 911 assisted Columbia County with their cutover as they use the same vender for phone systems and this would be a worthwhile effort with lessons learned.

*Mobile Responder-* This is a mobile application of the CAD software used by Fire and Law Enforcement on their phones and tablets. This allows them a limited version of the CAD system out in the field. Currently in a soft, launch mode.

**Board Composition-**There have been a few discussions with the Executive Committee on Board Composition and potential amendments to Bylaws and Charter. Currently Board members can appoint alternates to represent them on the Board of Directors. However, the Executive Committee Membership is limited to regular Board Members. Executive Director Kirton is working with the attorney to develop some draft language that would make the alternate process a little more formal so Board Members could appoint a delegate. Looking for feedback from the Board on the concept and if they are interested in this. Discussions took place and Mr. Kirton will have some draft language for the Board to review at the Budget Meeting in July.

### **Additional Items/Good of the Order**

Director Huddy expressed his appreciation to Executive Director Kirton for the excellent tour of the 911 center. He had a chance to meet staff and get a good feeling of the agency.

Director Daus expressed her appreciation as well and thanked Mr. Kirton for taking time away from his schedule. This is a good way for new board members.

The meeting was adjourned at 1:14 PM.

***The next scheduled meeting of the Kitsap 911 Board of Directors is July 20, 2018 at 12:00 at Kitsap 911.***

INTERLOCAL AGREEMENT  
FOR E911 SERVICES AND REIMBURSEMENT OF ELIGIBLE EXPENSES

THIS Agreement is made and entered into pursuant to RCW 39.34.080 between Kitsap County (County) and Kitsap 911.

RECITALS

WHEREAS, the County has entered into a contract with the Washington State Military Department (Department) for reimbursement of eligible expenses concerning operation of E911 services, said contract being attached hereto as Attachment A, "E911 County Coordinator Professional Development Contract SFY 2018;"

WHEREAS, Kitsap 911 is a public authority organized and existing pursuant to RCW 35.21.730 through RCW 35.21.759 and Kitsap County Ordinance No. 532 (2018), codified at chapter 2.110 Kitsap County Code;

WHEREAS, the County desires to enter into an Interlocal Agreement with Kitsap 911 to perform those services, tasks, duties, and obligations set out in Attachment A to this Agreement, and will pass-through the funds to be received under Attachment A to Kitsap 911 in exchange for Kitsap 911's performance and completion in a satisfactory manner the services, tasks, duties, and obligations set out in this Agreement, Attachment A, RCW 35.21.730 through RCW 35.21.759, and chapter 2.110 Kitsap County Code;

WHEREAS, Attachment A obligates the County to enter into the non-disclosure agreement attached hereto as Attachment B;

WHEREAS, Kitsap 911 represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform those services, tasks, duties, and obligations set out in Attachments A and B and desires and is willing to do so in exchange for the funds identified in Attachment A; and

WHEREAS, these Recitals, Attachments A and B, RCW 35.21.730 through RCW 35.21.759, and Kitsap County Ordinance No. 532 (2018), codified at chapter 2.110 Kitsap County Code (KCC), are true and accurate and are specifically incorporated in their entirety into this Agreement and made a part hereof.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Kitsap 911 shall perform the services, tasks, duties, and obligations set out in Attachments A and B, including the furnishing of all materials and equipment necessary, as described in this Agreement and in Attachments A and B.

2. TERM

This Agreement shall be effective July 1, 2017 through August 15, 2018.

3. COMPENSATION AND METHOD OF PAYMENT

The County will authorize the Department to pay directly to Kitsap 911 those sums identified in Section VIII of Attachment A. The County shall make no other payments to Kitsap 911, and compensation to Kitsap 911 under this Agreement and Attachment A shall be limited to those funds allowed and paid by the Department pursuant to Attachment A.

In the event any funds are recaptured by the Department as allowed in Attachment A, within 30 days of demand Kitsap 911 shall reimburse the County all amounts recaptured.

4. ADMINISTRATION

No separate entity is being created by this Agreement. This Agreement shall be administered by Karen Goon, Kitsap County Administrator, and Richard Kirton, Executive Director Kitsap 911.

5. INDEMNIFICATION

To the fullest extent permitted by law, Kitsap 911 shall indemnify, defend, and hold the County and its departments, elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death, and for any damage to or destruction of any property (including the loss of use resulting therefrom), which directly or indirectly arise out of, result from, or are in connection with: (1) Kitsap 911's performance of this Agreement; or (2) any claim that Kitsap County did not satisfy its obligations under RCW 35.21.745. This indemnification obligation of Kitsap 911 shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Kitsap 911 hereby expressly waives any immunity afforded by such acts.

The foregoing indemnification obligations of Kitsap 911 are a material inducement to County to enter into this Agreement. Kitsap 911 acknowledges that the foregoing indemnity has been specifically negotiated and mutually agreed upon by the parties, and is expressly intended to constitute waiver of immunity under Washington's Industrial Act, RCW Title 51.

6. INSURANCE

Kitsap 911 shall maintain insurance as required by KCC 2.110.180.

7. OWNERSHIP OF PROPERTY

All materials and equipment purchased by Kitsap 911 for use in carrying out this Agreement shall remain the property of Kitsap 911 and shall be further used or disposed of as Kitsap 911 sees fit.

## 8. TERMINATION

A. Termination for Convenience. Either the County or Kitsap 911 may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. If this Agreement is so terminated, Kitsap 911 is entitled only to payment allowed by Washington State

B. Termination for Cause. If Kitsap 911 fails to perform in the manner called for in this Agreement, or if Kitsap 911 fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on Kitsap 911 setting forth the manner in which Kitsap 911 is in default. Kitsap 911 will only be paid only as provided in Attachment A as determined by the Department.

## 9. WAIVER

The waiver or failure to take action with respect to, breach of any term, covenant, or condition of the Agreement shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

## 10. SEVERABILITY

If any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

## 11. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

## 12. FILING

This Agreement shall be filed with the Kitsap County Auditor following execution.



13. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

Kitsap County  
Karen Goon, County Administrator  
614 Division Street, MS-4  
Port Orchard, WA 98366

Kitsap 911  
Richard Kirton, Executive Director  
911 Carver Street  
Bremerton, WA 98312

14. SURVIVAL.

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Section 5 - Indemnification, Section 6 – Insurance, Section 8 – Termination, Section 9 – Waiver, and Section 10 - Severability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date of signature below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

KITSAP 911

BOARD OF COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
Richard Kirton, Executive Director

\_\_\_\_\_  
Rob Gelder, Chair

\_\_\_\_\_  
Edward E. Wolfe, Commissioner

\_\_\_\_\_  
Charlotte Garrido, Commissioner

ATTEST

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

## Kitsap 911 Board of Directors Membership

### Summary of Current Board of Directors and Executive Committee Membership

#### Board of Directors

Government Entity	Current Board (Required by Charter)	Minimum Required by Ordinance
County	Three Commissioners, the Sheriff	One County Commissioner, the Sheriff
Bremerton	Mayor, two City Council Members	One Bremerton city official <sup>1</sup>
Port Orchard	Mayor	One official from Port Orchard, Poulsbo, or Bainbridge Island <sup>2</sup>
Poulsbo	Mayor	N/A See above
Bainbridge Island	Mayor (Or City Council Member)	N/A See above
Fire Districts	Three Commissioners	One Commissioner

#### Executive Committee (Required by Bylaws)

Government Entity	Current Committee	Required by Bylaws
County	Sheriff	1 County Commissioner or Sheriff
Bremerton	Mayor	Mayor or appointee
Port Orchard/Poulsbo/Bainbridge	Mayor of Port Orchard	Mayor of one of the three cities
Fire Districts	Commissioner	One Fire Commissioner
Chair	Commissioner Ellingson	

<sup>1</sup> Bremerton official could be: Mayor, Council member, Fire Chief or Police Chief

<sup>2</sup> City official could be Mayor, council member, city administrator, city manager, or chief of police from Port Orchard, Poulsbo, or Bainbridge Island.

**Proposal 1- keep current board size but broaden the pool from which the entities can appoint their representatives, for example:**

**Section 6.02. Board of Directors Composition.** The directors shall be as follows:

- (a) ~~All three Kitsap County Commissioners~~ Three Kitsap County officials one of whom must be a county commissioner.
- (b) The Mayor of the City of Bremerton or a council member, fire chief, or chief of police appointed by the Mayor of the City of Bremerton and two City Council Members or city officials appointed by the Bremerton City Council.
- (c) ~~The Mayors of the Cities of Port Orchard and Poulsbo, and the Mayor or City Council member of Bainbridge Island~~ or a council member, fire chief, or chief of police appointed by the Mayor of the City
- (d) The Mayor or a council member, fire chief, or chief of police appointed by the Mayor of the Poulsbo
- (e) The Mayor or a council member, city administrator, fire chief, or chief of police appointed by the City Council of Bainbridge Island
- (f) Three Fire Commissioners appointed by the Kitsap County Fire Commissioners Association; and
- (g) The Kitsap County Sheriff.

Change Executive Committee Language to:

(C) Alternates. With the concurrence of the appointing authority, Executive Committee members may designate another Board Member or another county, city, or fire official to serve when a Committee Member is absent or unable to serve.

For example:

- (1) “One County representative, appointed by the Kitsap County Board of County Commissioners and the Kitsap County Sheriff;” if the BOCC agrees, the Sheriff could appoint the undersheriff.
- (2) “One City representative, appointed by the Board members from the cities of Bainbridge Island, Port Orchard, and Poulsbo collectively;” if the Board members from Bainbridge Island and Poulsbo agree Mayor Putaansuu could appoint a port orchard city council member.

**Proposal 2- Reduce Board of Directors to minimum required in Ordinance:**

- (a) One Kitsap County commissioner;
- (b) The mayor, city council member, fire chief, or chief of police of the City of Bremerton;
- (c) A mayor, city council member, city administrator, city manager, or chief of police of either the City of Port Orchard, the City of Poulsbo, or the City of Bainbridge Island;
- (d) A fire commissioner or fire chief appointed by the Kitsap County Fire Commissioners Association; and
- (e) The Kitsap County Sheriff.

**(Ordinance, Charter, and Bylaws Excerpts)**

**Ordinance**

**2.110.080 - Board of Directors.** All corporate powers of Kitsap 911 shall be exercised by or under the authority of the board of directors; and the business, property and affairs of Kitsap 911 shall be managed under the supervision of the board of directors, except as may be otherwise provided by law, this ordinance, or the charter.

(1) Board directors. The members of the board of directors shall be as provided in the charter. The board of directors shall include, at a minimum, the following five directors:

- (a) One Kitsap County commissioner;
- (b) The mayor, city council member, fire chief, or chief of police of the City of Bremerton;
- (c) A mayor, city council member, city administrator, city manager, or chief of police of either the City of Port Orchard, the City of Poulsbo, or the City of Bainbridge Island;
- (d) A fire commissioner or fire chief appointed by the Kitsap County Fire Commissioners Association; and
- (e) The Kitsap County Sheriff.

(2) Alternates. Each director may appoint an alternate to serve in the event of the director’s unavailability. Each alternate may vote and act on behalf on the unavailable director. The names of alternates shall be provided in writing to the chair of the board of directors.

(3) Conditions. A director may only serve for such time that he or she is the duly appointed, acting, or elected official of the County or city. All directors shall serve without compensation from Kitsap 911.

**The ordinance may only be amended by the Board of Kitsap County Commissioners following the requirements of the county code.**

## Charter

### ARTICLE VI: BOARD OF DIRECTORS

**Section 6.01. Obligations and Responsibilities of Board of Directors.** Management of all Kitsap 911 affairs shall reside in a board of directors (“Board of Directors”), which shall control and oversee Kitsap 911’s operations and funds, correct any deficiencies, and assure that the purposes described in the Ordinance and this charter are reasonably accomplished.

**Section 6.02. Board of Directors Composition.** The directors shall be as follows:

- (a) All three Kitsap County Commissioners;
- (b) The Mayor of the City of Bremerton and two City Council members;
- (c) The Mayors of the Cities Port Orchard and Poulsbo, and the Mayor or City Council Member of Bainbridge Island;
- (d) Three Fire Commissioners appointed by the Kitsap County Fire Commissioners Association; and
- (e) The Kitsap County Sheriff.

**Section 6.03. Alternates.** Each director may appoint an alternate to serve in the event of the director’s unavailability. Each alternate may vote and act on behalf on the unavailable director. The names of alternates shall be provided in writing to the chair of the board of directors.

Amendments to the Charter are governed by the ordinance. Amending the charter:

2.110.130

(1) Proceedings Preliminary to Amending the Charter. Any director may propose to amend the charter. Whether to consider a proposal to amend the charter requires final action by resolution of the board of directors adopted at a regular or special meeting of which thirty days advance written notice was given to each director. If the board of directors approves consideration of the proposal to amend the charter, information about the proposed charter amendment, including a copy of the proposed amendment in a format that strikes over material to be deleted and underlines new material and a statement of the amendment’s purpose and effect, shall be provided to each member of the board of directors and to the Clerk at least thirty days prior to the meeting at which a vote will be taken on a resolution amending the charter.

(2) Action Amending the Charter. After the preliminary proceedings described in Section 2.110.130(1) have occurred, final action upon approval by two-thirds of a quorum of the board may be taken amending the charter. If the amendment differs materially from the proposed amendment considered during preliminary proceedings, then the preliminary proceedings described in Section 2.110.130(1) shall be repeated. After final action amending the charter, the amended charter shall be issued in duplicate originals, each bearing the signature of the board of directors. One original shall be filed with the Clerk and a duplicate original shall be retained by the authority.

Bylaws

**I. BOARD OF DIRECTORS – COMPOSITION AND OPERATION**

(A) Composition. The Kitsap 911 Board of Directors (“Board”) shall be composed of the directors as established in the Charter.

(B) Alternates. Each director of the Board (“Director”) may appoint an alternate to serve in the event of the Director’s unavailability. Each alternate may vote and act on behalf on the unavailable Director. The names of alternates shall be provided in writing to the Board.

(C) Conditions. All directors shall serve without compensation from Kitsap 911. A director may only serve for such time that they are the duly appointed, acting, or elected officer of its represented member agency.

**EXECUTIVE COMMITTEE**

(B) Composition. The Executive Committee shall be composed of the following Committee Representatives (“Committee Members”):

- (1) One County representative, appointed by the Kitsap County Board of County Commissioners and the Kitsap County Sheriff;
- (2) One City of Bremerton representative, appointed by the Mayor of Bremerton;
- (3) One City representative, appointed by the Board members from the cities of Bainbridge Island, Port Orchard, and Poulsbo collectively;
- (4) One Fire Commissioner, appointed by the Kitsap County Fire Commissioners Association;
- (5) The Board Chair; and
- (6) The Chair and Vice Chair of the Kitsap 911 Strategic Advisory Board, as non-voting members of the Executive Committee.

#### **X. AMENDMENT OF BYLAWS**

These Bylaws can be amended at any regular meeting of the Board, provided that these amendment(s) were submitted in writing at the previous regular Board meeting.